

DPS Schedule 6 (Order Form Template and Order Schedules)

Order Form

ORDER REFERENCE: **Defra Bravo 30319**

THE BUYER: **The Department for Environment, Food and Rural Affairs**

BUYER ADDRESS **Nobel House. Smith Square. London.
SW1P 3JR**

THE SUPPLIER: **Utiyix Limited**

SUPPLIER ADDRESS: **The Shard Level 12
32 London Bridge St
London
SE1 9SG**

REGISTRATION NUMBER: **03922833**

DUNS NUMBER: **23-933-0314**

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated **23 Feb. 2022**. It's issued under the DPS Contract with the reference RM6213 Vehicle Charging Infrastructure Solutions (VCIS) DPS Contract for the provision of **Car Charging Infrastructure & Associated Services**.

DPS FILTER CATEGORY(IES):
Not applicable

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ORDER INCORPORATED TERMS

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

1. This Order Form including the Order Special Terms and Order Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) DPS Contract Vehicle Charging Infrastructure Solutions (VCIS) RM6213
3. The following Schedules in equal order of precedence:
 - Joint Schedules for **VCIS RM6213** DPS
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 8 (Guarantee)
 - Order Schedules for **VCIS RM6213** Order
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 2 (Staff Transfer)
 - Order Schedule 3 (Continuous Improvement)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 6 (ICT Services)
 - Order Schedule 7 (Key Supplier Staff)
 - Order Schedule 8 (Business Continuity and Disaster Recovery)
 - Order Schedule 9 (Security)
 - Order Schedule 10 (Exit Management)
 - Order Schedule 11 (Installation Works)
 - Order Schedule 13 (Implementation Plan and Testing)
 - Order Schedule 14 (Service Levels)
 - Order Schedule 15 (Order Contract Management)
 - Order Schedule 16 (Benchmarking)
 - Order Schedule 18 (Background Checks)
 - Order Schedule 20 (Order Specification)
4. CCS Core Terms (DPS version)
5. Joint Schedule 5 (Corporate Social Responsibility) **VCIS RM6213** DPS Contract
6. Order Schedule 4 (Order Tender) as long as any parts of the Order Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

1. Order Schedule 11 Installation Works - Call off process

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2. Specification - Specific Acts and legislations
3. Order Schedule 14 Service Levels

ORDER START DATE: **1 March 2022**

ORDER EXPIRY DATE: **28 Feb 2027**

ORDER INITIAL PERIOD: **Two Years, (24 Months)**

CONTRACT EXTENSION: with three of the one-year optional extensions totalling 5 years subject to funding available and Supplier's satisfactory performance and at the Buyer's sole discretion.

DELIVERABLES

Option B: See details in Order Schedule 20 (Order Specification)

MAXIMUM LIABILITY

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **xxxxxxxxxxxx** in the first 12 months of the Contract.

ORDER CHARGES

Option B: See details in Order Schedule 5 (Pricing Details)

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in DPS Schedule 3 (DPS Pricing)

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

- Indexation
- Specific Change in Law
- Benchmarking using Order Schedule 16 (Benchmarking)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

30 days when the invoice correctly submitted

BUYER'S INVOICE ADDRESS:

Utiylx shall on its own forms render invoices to Defra at the following address:

Defra

SSCL

PO Box 797

Newport, Gwent

NP10 8FZ

Tel: 0845 000 0898 Email: **xxxxxxxxxxxxxxxxxxxx**

DPS Ref: RM6213

Project Version: v3.0

Model Version: v1.1

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Invoices shall only be submitted for work already satisfactorily completed, and accompanied by such information as the Contract Supervisor may reasonably require to verify the Contractor's entitlement to payment. Such invoices will be paid in 30 days from receipt by Defra.

BUYER'S AUTHORISED REPRESENTATIVE

XXXXXXXXXXXX | Project Manager

Defra Group Property - Build | Department for Environment, Food and Rural Affairs | +xxxxxx

XXXXXXXXXXXX defra.gov.uk |

BUYER'S SUSTAINABILITY PLAN (ANNEX D)

This was sent out with the tender pack which the supplier had agreed to comply.

BUYER'S SECURITY POLICY

Supplier need to comply with

1. at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4)
(<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>), and
2. take account of guidance issued by the Centre for Protection of National Infrastructure <https://www.cpni.gov.uk/>, and
3. comply with HMG Information Assurance Maturity Model and Assurance Framework (<https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm>);

SUPPLIER'S AUTHORISED REPRESENTATIVE

XXXXXXXXXXXX

SUPPLIER'S CONTRACT MANAGER

XXXXXXXXXXXX

PROGRESS REPORT FREQUENCY

report frequency: On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

meeting frequency: Quarterly on the first Working Day of each quarter

SUPPLIER'S KEY STAFF

XXXXXXXXXXXX

KEY SUBCONTRACTOR(S)

Names to be confirmed, all appointments should comply with the Joint Schedule 6 (Key Subcontractors)

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information

SERVICE CREDITS

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Service Credits will accrue in accordance with Order Schedule 14 (Service Levels).

The Service Credit Cap is: £xxxxxxxxxxxxxx

The Service Period is: one Month.

A Critical Service Level Failure is: defined in the service level order schedule 14.

ADDITIONAL INSURANCES

Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)

GUARANTEE

The Supplier must have a Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee)

SOCIAL VALUE COMMITMENT

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

We agree to the above terms and conditions in respect of the Contract for the Car Charging Infrastructure and Associated Services.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

Joint Schedule 2 (Variation Form)

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

Joint Schedule 3 (Insurance Requirements)

The Supplier shall hold the following standard insurance cover from the DPS Start Date in accordance with this Schedule:

- 1.1 Professional indemnity insurance with cover of not less than one million pounds (£1,000,000). Applicable to Construction and Feasibility, Groundworks (Civil Engineering and Construction) and End to End Services;
- 1.2 Public liability insurance with cover of not less than one million pounds (£1,000,000);
- 1.3 Product liability insurance with cover of not less than one million pounds (£1,000,000). Applicable to Hardware and Accessories and End to End services;
- 1.4 Employers' (compulsory) liability insurance with cover of not less than five million pounds (£5,000,000).

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

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

No.	Date	Item(s)	Duration of Confidentiality
	20/12/20	All tender information and documentation is commercially sensitive. The entire Mitie submission is classified as Commercially Sensitive Information.	Indefinite

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Joint Schedule 6 (Key Subcontractors)

Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4.

Supplier will comply with the terms in Joint Schedule 6 (Key Subcontractors)

The Supplier will use their best endeavours to source Collateral Warranties from key suppliers/subcontractors on a case-by-case basis to meet the specific project requirements of DEFRA to provide Collateral Warranties in favour of the Buyer.

Joint Schedule 7 (Financial Difficulties)

1. Definitions

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

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

in each case which CCS reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of

	any Contract and delivery of the Deliverables in accordance with any Order Contract;
"Financial Distress Service Continuity Plan"	a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with each Order Contract in the event that a Financial Distress Event occurs;
"Monitored Company"	Supplier Utiyix Limited
"Rating Agencies"	the rating agencies listed in Annex 1.

2. When this Schedule applies

- 2.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.
- 2.2 The terms of this Schedule shall survive termination or expiry of this Contract:
 - 2.2.1 under the DPS Contract until the later of (a) the termination or expiry of the DPS Contract or (b) the latest date of termination or expiry of any Order Contract entered into under the DPS Contract (which might be after the date of termination or expiry of the DPS Contract); and
 - 2.2.2 under the Order Contract until the termination or expiry of the Order Contract.

3. What happens when your credit rating changes

- 3.1 The Supplier warrants and represents to CCS that as at the Start Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Annex 2.
- 3.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify CCS in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.
- 3.3 The Supplier shall:
 - 3.3.1 regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and
 - 3.3.2 promptly notify (or shall procure that its auditors promptly notify) CCS in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.
- 3.4 For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.

4. What happens if there is a financial distress event

- 4.1 Not Used

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- 4.2 In the event that a Financial Distress Event arises due to a Key Subcontractor notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, CCS shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:
 - 4.2.1 rectify such late or non-payment; or
 - 4.2.2 demonstrate to CCS's reasonable satisfaction that there is a valid reason for late or non-payment.
- 4.3 The Supplier shall and shall procure that the other Monitored Companies shall:
 - 4.3.1 at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Order Contract; and
 - 4.3.2 where CCS reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Order Contract:
 - (a) submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and
 - (b) provide such financial information relating to the Monitored Company as CCS may reasonably require.
- 4.4 If CCS does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by CCS or referred to the Dispute Resolution Procedure.
- 4.5 If CCS considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.
- 4.6 Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:
 - 4.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance of each Contract and delivery of the Deliverables in accordance with each Order Contract;
 - 4.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions

of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and

- 4.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.6.
- 4.8 CCS shall be able to share any information it receives from the Buyer in accordance with this Paragraph with any Buyer who has entered into an Order Contract with the Supplier.

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

- 5.1 CCS shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Order Contracts for material Default if:
 - 5.1.1 the Supplier fails to notify CCS of a Financial Distress Event in accordance with Paragraph 3.4;
 - 5.1.2 CCS and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 to 4.5; and/or
 - 5.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.3.

6. What happens If your credit rating is still good

- 6.1 Without prejudice to the Supplier's obligations and CCS' and the Buyer's rights and remedies under Paragraph 5, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:
 - 6.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and
 - 6.1.2 CCS shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).

ANNEX 1: RATING AGENCIES

Dunn and Bradstreet

ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

Part 1: Current Rating as of Dec 2021

Entity	Credit rating (long term)
Supplier	D&B Threshold
Utilyx Limited	82

Joint Schedule 8 (Guarantee)

Joint Schedule 8 (Guarantee)

1. Definitions

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

"DPS Guarantor"	any person acceptable to CCS to give a DPS Guarantee;
"DPS Guarantee"	a deed of guarantee in favour of CCS and all Buyers in the form set out in the Annex to this Schedule;
"Order Guarantee"	a deed of guarantee in favour of a Buyer in the form set out in the Annex to this Schedule; and
"Order Guarantor"	the person acceptable to a Buyer to give an Order Guarantee;

2. Order Guarantee

- 2.1 Where a Buyer has notified the Supplier that the award of the Order Contract by the Buyer shall be conditional upon receipt of a valid Order Guarantee, then, on or prior to the execution of the Order Contract, as a condition for the award of that Order Contract, the Supplier shall deliver to the Buyer:
- 2.1.1 an executed Order Guarantee from an Order Guarantor; and
 - 2.1.2 a certified copy extract of the board minutes and/or resolution of the Order Guarantor approving the execution of the Order Guarantee.
- 2.2 Where a Buyer has procured an Order Guarantee from the Supplier under Paragraph 2.4 above, the Buyer may terminate the Order Contract for Material Default where:
- 2.2.1 the Order Guarantor withdraws the Order Guarantee for any reason whatsoever;
 - 2.2.2 the Order Guarantor is in breach or anticipatory breach of the Order Guarantee;
 - 2.2.3 an Insolvency Event occurs in respect of the Order Guarantor;
 - 2.2.4 the Order Guarantee becomes invalid or unenforceable for any reason whatsoever; or
 - 2.2.5 the Supplier fails to provide the documentation required by Paragraph 2.1 by the date so specified by the Buyer;
 - 2.2.6 and in each case the Order Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to the Buyer.

Annex 1 – Form of Guarantee

**MITIE GROUP PLC - AND -
THE DEPARTMENT FOR ENVIRONMENT, FOOD AND
RURAL AFFAIRS
DEED OF GUARANTEE**

DEED OF GUARANTEE

THIS DEED OF GUARANTEE is made on the same day as the main contract effective date.

PROVIDED BY:

MITIE GROUP PLC a company incorporated under the laws of Scotland, registered in Scotland with number SC019230, whose principal office is at 35 Duchess Road, Rutherglen, Glasgow, G73 1AU

("Guarantor")

WHEREAS:

- (A) The Guarantor has agreed, in consideration of the Beneficiary entering into the Guaranteed Agreement with the Supplier, to guarantee all of the Supplier's obligations under the Guaranteed Agreement.
- (B) It is the intention of the Parties that this document be executed and take effect as a deed.

Now in consideration of the Beneficiary entering into the Guaranteed Agreement, the Guarantor hereby agrees for the benefit of the Beneficiary as follows:

1. DEFINITIONS AND INTERPRETATION

In this Deed of Guarantee:

- 1.1 unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms shall have the same meaning as they have for the purposes of the Guaranteed Agreement;
- 1.2 the words and phrases below shall have the following meanings:

"CCS"	has the meaning given to it in the DPS Contract;
"Beneficiary(s)"	means Defra under all Order Contracts and "Beneficiaries" shall be construed accordingly;
"Order Contract"	has the meaning given to it in the DPS Contract;
"DPS Contract"	means the DPS Contract with DPS Reference RM CCS VCIS for the Goods and/or Services dated on or about the date hereof made between Defra and the Supplier;
"Goods"	has the meaning given to it in the DPS Contract;
"Guaranteed Agreement(s)"	means the DPS Contract and all Order Contracts the Order Contract made between the Beneficiary and the Supplier from time to time on insert date ;
"Guaranteed Obligations"	means all obligations and liabilities of the Supplier to the Beneficiary under the Guaranteed Agreement together with all obligations owed by the Supplier to the Beneficiary that are supplemental to, incurred under, ancillary to or calculated by reference to the Guaranteed Agreement;

"Services" has the meaning given to it in the DPS Contract;

"Supplier" means Utiyx Limited, Level 12 The Shard 32 London Bridge Street, London SE1 9SG with registration number **03922833**

- 1.3 references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Guaranteed Agreement) are to be construed as references to this Deed of Guarantee, those provisions or that document or agreement in force for the time being and as amended, varied, restated, supplemented, substituted or novated from time to time;
- 1.4 unless the context otherwise requires, words importing the singular are to include the plural and vice versa;
- 1.5 references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;
- 1.6 the words "other" and "otherwise" are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;
- 1.7 unless the context otherwise requires, reference to a gender includes the other gender and the neuter;
- 1.8 unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;
- 1.9 unless the context otherwise requires, any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;
- 1.10 references to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee; and
- 1.11 references to liability are to include any liability whether actual, contingent, present or future.

2. GUARANTEE AND INDEMNITY

- 2.1 The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Supplier duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Supplier to the Beneficiary.
- 2.2 The Guarantor irrevocably and unconditionally undertakes upon written demand to pay within a reasonable period of time to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Supplier to the Beneficiary under or in connection with the Guaranteed Agreement or in respect of the Guaranteed Obligations.

If at any time the Supplier shall fail to perform any of the Guaranteed Obligations, the Guarantor, irrevocably and unconditionally undertakes to the Beneficiary that,

upon first written demand by the Beneficiary it shall, at the cost and expense of the Guarantor:

- 2.2.1 fully, punctually and specifically perform such Guaranteed Obligations as if it were itself a direct to the Beneficiary in respect of the Guaranteed Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary; and
 - 2.2.2 as a separate and independent obligation and liability, indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Supplier to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are purported to be imposed on the Supplier under the Guaranteed Agreement.
- 2.3 As a separate and independent obligation and liability from its obligations and liabilities under Clauses 2.1 to 2.3 above, the Guarantor irrevocably and unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, or invalid as if the obligation guaranteed had not become unenforceable, or invalid provided that the Guarantor's liability shall be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, or invalid.

3. OBLIGATION TO ENTER INTO A NEW CONTRACT

If the Guaranteed Agreement is terminated for any reason, whether by the Beneficiary or the Supplier, or if the Guaranteed Agreement is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable for any reason, then the Guarantor will, at the request of the Beneficiary enter into a contract with the Beneficiary in terms mutatis mutandis the same as the Guaranteed Agreement and the obligations of the Guarantor under such substitute agreement shall be the same as if the Guarantor had been original obligor under the Guaranteed Agreement or under an agreement entered into on the same terms and at the same time as the Guaranteed Agreement with the Beneficiary.

4. DEMANDS AND NOTICES

- 4.1 Any demand or notice served by the Beneficiary on the Guarantor under this Deed of Guarantee shall be in writing, addressed to:

35 Duchess Road, Rutherglen, Glasgow, G73 1AU

XXXXXXXXXXXX

For the Attention of General Counsel and Company Secretary

or such other address in England and Wales as the Guarantor has from time to time notified to the Beneficiary in writing in accordance with the terms of this Deed of Guarantee as being an address for the receipt of such demands or notices.

- 4.2 Any notice or demand served on the Guarantor or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:
 - 4.2.1 if delivered by hand, at the time of delivery; or
 - 4.2.2 if posted, at 10.00 a.m. on the second Working Day after it was put into the post; or
- 4.3 In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter.
- 4.4 Any notice purported to be served on the Beneficiary under this Deed of Guarantee shall only be valid when received in writing by the Beneficiary.

5. BENEFICIARY'S PROTECTIONS

- 5.1 The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Supplier and the Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.
- 5.2 This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:
 - 5.2.1 it shall not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;
 - 5.2.2 it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Beneficiary, the Guarantor or any other person;
 - 5.2.3 if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Supplier for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and
 - 5.2.4 the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.
- 5.3 The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the breach or non performance by the Supplier of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other default in respect of the same Guaranteed Obligation.
- 5.4 The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Supplier or the

Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Supplier or any third party, or to take any action whatsoever against the Supplier or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.

- 5.5 The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.
- 5.6 Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 5.7 Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.
- 5.8 The Guarantor shall afford any auditor of the Beneficiary appointed under the Guaranteed Agreement access to such records and accounts at the Guarantor's premises and/or provide such records and accounts or copies of the same, as may be required and agreed with any of the Beneficiary's auditors from time to time, in order that the Auditor may identify or investigate any circumstances which may impact upon the financial stability of the Guarantor.

6. GUARANTOR INTENT

Without prejudice to the generality of Clause 5 (Beneficiary's protections), the Guarantor expressly confirms that it intends that this Deed of Guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Guaranteed Agreement and any associated fees, costs and/or expenses.

7. RIGHTS OF SUBROGATION

- 7.1 The Guarantor shall, at any time when there is any default in the performance of any of the Guaranteed Obligations by the Supplier and/or any default by the Guarantor in the performance of any of its obligations under this Deed of Guarantee, exercise any rights it may have:
 - 7.1.1 of subrogation and indemnity;
 - 7.1.2 to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Supplier's obligations; and
 - 7.1.3 to prove in the liquidation or insolvency of the Supplier,only in accordance with the Beneficiary's written instructions and shall hold any amount recovered as a result of the exercise of such rights on trust for the Beneficiary and pay the same to the Beneficiary on first written demand. The Guarantor hereby acknowledges that it has not taken any security from the Supplier and agrees not to do so until Beneficiary receives all moneys payable hereunder and will hold any security taken in breach of this Clause on trust for the Beneficiary.

8. DEFERRAL OF RIGHTS

- 8.1 Until all amounts which may be or become payable by the Supplier under or in connection with the Guaranteed Agreement have been irrevocably paid in full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not:
- 8.1.1 exercise any rights it may have to be indemnified by the Supplier;
 - 8.1.2 claim any contribution from any other guarantor of the Supplier's obligations under the Guaranteed Agreement;
 - 8.1.3 take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary under the Guaranteed Agreement or of any other guarantee or security taken pursuant to, or in connection with, the Guaranteed Agreement;
 - 8.1.4 demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Supplier; or
 - 8.1.5 claim any set-off or counterclaim against the Supplier;
- 8.2 If the Guarantor receives any payment or other benefit or exercises any set off or counterclaim or otherwise acts in breach of this Clause 8, anything so received and any benefit derived directly or indirectly by the Guarantor therefrom shall be held on trust for the Beneficiary and applied in or towards discharge of its obligations to the Beneficiary under this Deed of Guarantee.

9. REPRESENTATIONS AND WARRANTIES

- 9.1 The Guarantor hereby represents and warrants to the Beneficiary that:
- 9.1.1 the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;
 - 9.1.2 the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;
 - 9.1.3 the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including, without limitation entry into and performance of a contract pursuant to Clause 3) have been duly authorised by all necessary corporate action and do not contravene or conflict with:
 - 9.1.3.1 *the Guarantor's memorandum and articles of association or other equivalent constitutional documents;*
 - 9.1.3.2 *any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or*
 - 9.1.3.3 *the terms of any agreement or other document to which the Guarantor is a Party or which is binding upon it or any of its assets;*
 - 9.1.4 all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and

- 9.1.5 this Deed of Guarantee is the legal valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

10. PAYMENTS AND SET-OFF

- 10.1 All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.
- 10.2 The Guarantor shall pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.
- 10.3 The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.

11. GUARANTOR'S ACKNOWLEDGEMENT

The Guarantor warrants, acknowledges and confirms to the Beneficiary that it has not entered into this Deed of Guarantee in reliance upon, nor has it been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by or on behalf of the Beneficiary (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed of Guarantee.

12. ASSIGNMENT

- 12.1 The Beneficiary shall be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer shall not release the Guarantor from its liability under this Guarantee.
- 12.2 The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed of Guarantee.

13. SEVERANCE

If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

14. THIRD PARTY RIGHTS

Other than the Beneficiary, a person who is not a Party to this Deed of Guarantee shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

15. SURVIVAL

This Deed of Guarantee shall survive termination or expiry of the Guaranteed Agreement.

16. GOVERNING LAW

- 16.1 This Deed of Guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law.
- 16.2 The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.
- 16.3 Nothing contained in this Clause shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).
- 16.4 The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.
- 16.5 The Guarantor hereby irrevocably designates, appoints and empowers the Supplier a suitable alternative to be agreed if the Supplier's registered office is not in England or Wales either at its registered office or on facsimile number insert fax no. from time to time to act as its authorised agent to receive notices, demands, service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Beneficiary in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the service of notices and demands, service of process or any other legal summons served in such way.

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

MITIE GROUP PLC accepting the contract via Defra Bravo project number 30319.

Joint Schedule 10 (Rectification Plan)

The Supplier Utiyx to comply with the terms in Joint Schedule 10 (Rectification Plan). Utiyx committed to provide this post contract award as required and part of Mobilisation Plan.

Joint Schedule 11 (Processing Data)

Status of the Controller

1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA. A Party may act as:
 - (a) “Controller” in respect of the other Party who is “Processor”;
 - (b) “Processor” in respect of the other Party who is “Controller”;
 - (c) “Joint Controller” with the other Party;
 - (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

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

Where one Party is Controller and the other Party its Processor

2. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
3. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
4. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the 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.
5. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
 - (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;

- (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
 - (d) not transfer Personal Data outside of the 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; and
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
6. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;

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- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.
7. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
8. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
9. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the 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.
10. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
11. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
12. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
- (a) notify the Controller in writing of the intended Subprocessor and Processing;

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- (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
13. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
14. The Relevant Authority may, at any time on not less than 30 Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
15. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

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

Independent Controllers of Personal Data

17. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
18. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
19. Where a Party has provided Personal Data to the other Party in accordance with paragraph 7 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
20. The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
21. The Parties shall only provide Personal Data to each other:
- (a) to the extent necessary to perform their respective obligations under the Contract;

- (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
- 22. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.
- 23. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.
- 24. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
 - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 25. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and

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- (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 26. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
- 27. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
- 28. Notwithstanding the general application of paragraphs 2 to 15 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 16 to 27 of this Joint Schedule 11.

Annex 1 - Processing Personal Data

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

1.1 The contact details of the Relevant Authority's Data Protection Officer are:

Email: xxxxxxxxxxxx

The contact details of the Supplier's Data Protection Officer are:

1.2

1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none">• <p>Utiyix Data team will agree with Defra as part of Mobilisation plan.</p> <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p><i>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</i></p> <p>The Parties are Joint Controllers</p>

	<p><i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <p>The Parties are Independent Controllers of Personal Data</p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> • <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i> • <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</i>
Duration of the Processing	<i>Clearly set out the duration of the Processing including dates</i>
Nature and purposes of the Processing	<p><i>Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><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></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc</i></p>
Type of Personal Data	<i>Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc</i>

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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>

Annex 2 - Joint Controller Agreement

1. Joint Controller Status and Allocation of Responsibilities

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 2-15 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 7-27 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the **Supplier/Relevant Authority:**

- (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the GDPR regarding the exercise by Data Subjects of their rights under the GDPR;
- (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
- (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the GDPR;
- (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing; and
- (e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the **Supplier's/Relevant Authority's** privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

2. Undertakings of both Parties

2.1 The Supplier and the Relevant Authority each undertake that they shall:

- (a) report to the other Party every **x** months on:
 - (i) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
 - (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;

- (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
- (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
- (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of the Contract during that period;

- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- (e) request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information;
- (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;
- (g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
 - (i) are aware of and comply with their 's duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information
 - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so;

- (iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- (h) ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:
 - (i) nature of the data to be protected;
 - (i) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and
- (i) ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.

2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations

3. Data Protection Breach

3.1 Without prejudice to clause 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the Relevant Authority and its advisors with:

- (a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation;
- (b) all reasonable assistance, including:
 - (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
 - (ii) co-operation with the other Party including taking such reasonable steps as are directed by the Relevant Authority to assist in the investigation, mitigation and remediation of a Personal Data Breach;

- (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
- (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

- (a) the nature of the Personal Data Breach;
- (b) the nature of Personal Data affected;
- (c) the categories and number of Data Subjects concerned;
- (d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
- (e) measures taken or proposed to be taken to address the Personal Data Breach; and
- (f) describe the likely consequences of the Personal Data Breach.

4. Audit

4.1 The Supplier shall permit:

- (a) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, to conduct, at the Relevant Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or
- (b) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Services.

4.2 The Relevant Authority may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

5. Impact Assessments

5.1 The Parties shall:

- (a) provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- (b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 GDPR.

6. ICO Guidance

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

7. Liabilities for Data Protection Breach

7.1 If financial penalties are imposed by the Information Commissioner on either the Relevant Authority or the Supplier for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:

- (a) if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Relevant Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
- (b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
- (c) if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the

Dispute Resolution Procedure set out in Clause 34 of the Core Terms (*Resolving disputes*).

7.2 If either the Relevant Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("**Court**") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "**Claim Losses**"):

- (a) if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;
- (b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and
- (c) if responsibility for the relevant Personal Data Breach is unclear, then the Relevant Authority and the Supplier shall be responsible for the Claim Losses equally.

7.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Relevant Authority and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Relevant Authority.

8. Termination

If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), the Relevant Authority shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 10 of the Core Terms (*Ending the contract*).

9. Sub-Processing

9.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

- (a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
- (b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

10. Data Retention

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

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Joint Schedule 12 (Supply Chain Visibility)

The Supplier Utiyx shall comply with the terms in Joint Schedule 12 (Supply Chain Visibility).

Order Schedule 1 (Transparency Reports)

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

Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Performance	Details of the Suppliers Non-Performance process and number of upheld non-performance incidents recorded and corrected. Number of Rectification Plans issued through the identification of non-performance incidents and percentage approved and resolved.	pdf	Annually
Order Contract Charges	Contract price with a description of the range of services being delivered.	pdf	Annually
Key Subcontractors	List of key subcontractors and services provided in the delivery of the original contract.	pdf	Annually
Technical	Management staffing structures. How the Supplier has delivered against the Implementation Plan.	pdf	Annually
Performance management	Contract performance report detailing the results of agreed contract KPI's including how they are managed.	pdf	Annually

Order Schedule 4 (Order Tender)

This
Schedule lists Utiyix's tender proposal on method statements questions 2.1.1 to 2.1.13

Defra Question

Experience

a. Detail 3 examples of similar car charging projects you have successfully delivered including

- Name of Client Organisation (and Client Representative, Position and Contact Details),
- Contract value
- Number and type of car chargers
- A brief description of each project example

(references may be requested from the Client Representative)

b. What is your organisations core business function? (for information only)

Competence

c. An organogram for the management structure including project team, showing names and roles;

d. CVs of key personnel (for the roles listed below using the 1 page template provided) to be involved in works, supported by a trainings matrix or equivalent to illustrate the relevant skills/experience and qualifications of individual members of the proposed team, noting that evidence of professional competency training may be required prior to the commencement of the contract.

- Role A Health and Safety (NEBOSH qualified)
- Role B Site Manager / Project Manager (SMSTS/SSSTS)
- Role C Surveyor / Designer – Fabric /Civils (Tenderer to advise)
- Role D Electrical Engineer (City and Guilds 18th edition)
- Role E Testing and Commissioning Engineer (City & Guilds - 2395 01 Periodic Inspection, Testing and Certification of Electrical Installations).

Mitie Response

A)

Client	Contact details	Contract value	Number and type of chargers	Description
Scottish Government	<ul style="list-style-type: none"> Graeme Curran – Senior Environmental Manager 	£0.5m	<ul style="list-style-type: none"> 80 total chargers, mix of 7kW AC, 50kW DC units 	<ul style="list-style-type: none"> Mitie has worked with Scottish Government on a number of key projects to scope, solution and deliver fast and rapid charging points across a number of key sites. The project has allowed for a growing investment in EVs from Scottish Government's fleet to support carbon emission reduction across Scotland. Mitie continues to work with Scottish Government to develop and deploy further EV charging networks
An Post	<ul style="list-style-type: none"> John Smith – Facilities Manager <p><i>"An exceptional end result, on budget and within the agreed timeframes"</i></p>	£1.1m	<ul style="list-style-type: none"> 548 total chargers, mix of 7kW AC, 50kW DC units 	<ul style="list-style-type: none"> An Post is Ireland's largest EV fleet Mitie delivered 548 charge points nationwide from September 2019 to date, including installation, civils and electrical works This required detailed co-ordination to ensure timely completion for each individual site install, with the shortest feasible cable runs and the least amount of disruption to staff and customers possible Each individual site EV install was generally completed within 2-3 weeks of tender approval Mitie's customer focus with An Post has resulted in a 2-year contract extension to 2022
Amazon	<ul style="list-style-type: none"> Sam Steele – Senior Account Director 	£2m	1,600+ fast chargers across the UK to date	<ul style="list-style-type: none"> Mitie's EV partner EO has installed 1,600+ fast chargers across the UK Amazon estate and manages 3,400 chargers worldwide

- The design process included a Smart Fleet consultation of Amazon's electric fleet to understand their anticipated journey activities and subsequent charging requirements and behaviours. This governed the layout of charging stations and associated electrical infrastructure at site
- EO Charging is now in the process of designing and manufacturing a sophisticated cable management system to improve the charging experience for Amazon's drivers, removing trip hazards, and preventing drivers leaving cables in the parking bays which may be damaged by newly arriving vehicles. These devices are now in testing and will be retrofitted to all existing charging posts in the coming weeks.

Mitie and EO have extensive experience in successfully delivering EV charging infrastructure programmes. We outline below three relevant case studies, and include more details in the supporting documentation:

All case studies demonstrate a successful project delivery, and we will provide a reference upon request.

B)

Mitie play a key role in facilities management (FM) and project installations across the Defra estate. Mitie are the UK's leading FM company with a Projects team delivering £120m+ turnover per annum. Mitie's Energy and Sustainability team focuses on delivering decarbonisation and Net Zero solutions for customers. Mitie currently have dedicated Project Managers (PM) deployed on Defra's FM contract who know and understand the Defra estate and appreciate the complexity and nuances of working on these complex sites.

Mitie's EV Solutions business sits within Mitie Technical Services, the UK-leading mechanical and electrical (M&E) engineering services arm of Mitie. Mitie Projects is the EV Solution's team delivery arm, providing a full range of specialist infrastructure services, operating in construction, retail, commercial and industrial environments for all aspects of M&E workstreams.

Key capabilities of Mitie Projects, our EV delivery team, include:

- End-to-end project services from design and build through to commissioning
- National coverage, working in over 16,000 locations across the UK
- Own direct labour force with fully managed sub-contract if required

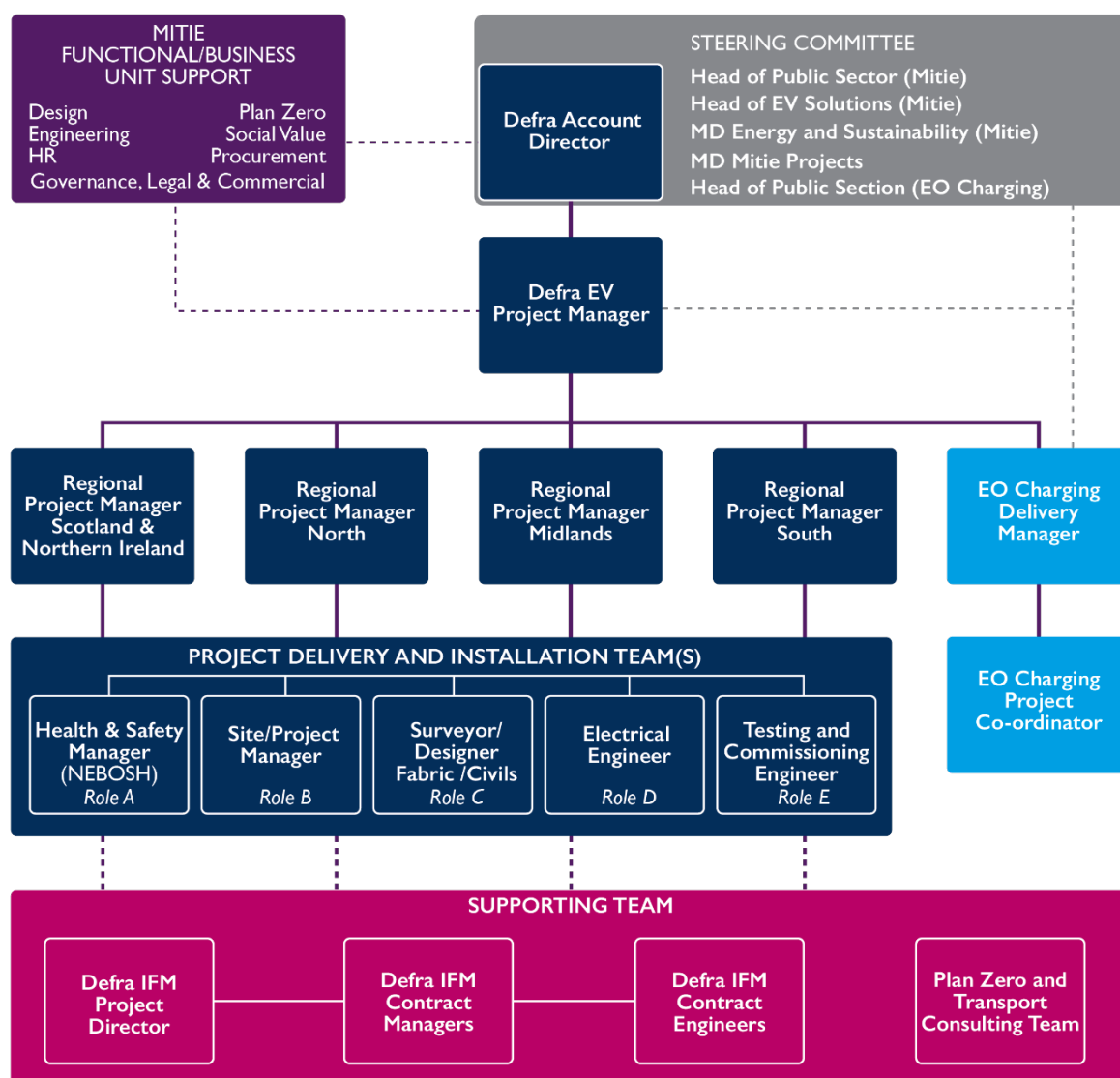
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- Project management expertise to deliver in live and complex environments
- Experienced Principal Contractor, in line with CDM Regulations

C)

An organogram of the immediate project delivery team, as well as relevant teams that will be supporting the project and key Steering Committee roles are shown below:



The Defra Account Director will have overall responsibility for the Defra relationship, while the Defra EV PM will be accountable for the delivery of the project under this contract, ensuring a clear escalation process for the client. Working under the PM will be four regional PMs, each having a dedicated delivery and installation team, comprising of engineering resource, site managers, surveyors, EV solution designers, health and safety resource and testing and commissioning engineers. To ensure alignment with our partner EO, an EO Delivery Manager will also sit under the EV PM, who will have support from Project Coordinator to ensure efficiency in delivering the activities within the contract.

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The supporting team will ensure we can provide additional support as and when needed, leveraging our existing IFM contract and presence on site, as well as our consultancy

capabilities to ensure we can also act as a trusted advisor for Defra in navigating the journey of electrifying their fleet and

deploying charging infrastructure solutions.

The Steering Committee represents the senior management roles within Mitie and EO that will provide oversight to the project to ensure delivery is of the utmost quality, act as subject matter experts as needed, while also allowing for a clear escalation process should any issues and challenges arise

D)

Please find attached CVs for each requested role A-E. We have also included a comprehensive training matrix guide of the applicable qualifications and courses that is mandatory for each

Word limit = 2,000

Word count = 835 (plus 1102 from question 2.1.2) = 1,937 total

Defra Question 3

Methodology

e. How the Tenderer would approach the delivery of the Car Charging Works? Please supply an outline programme of work/detailed plan of how you intend to fit all chargers detailed in Appendix A Charge Point Planner during the lifecycle of the contract or in as reasonable time as possible including key milestones. (Not a contractual delivery programme)

Project Management

f. A summary of how progress, forecasts, change and issues will be managed and communicated to the client

Mitie Response

E)

Mitie understand the requirement to install circa.435 EVC points across 91 Defra sites by the close of 22/23FY.


Upon contract award, a Project Manager (PM) will be assigned and supported by four regional PMs and a dedicated Senior Account Manager (SAM). They will meet Defra Stakeholders to create the Project Implementation Plan(PIP). An illustrative plan is attached (appendix 2.1.2–Defra project programme)

The PIP details the installation programme broken down into four geographically based Site Survey and Install teams. Each team is led by a regional PM.

The installation of the chargers will be broken down into three key steps shown below.

A complete EV Charging Infrastructure Solution from Mitie

Mitie's EV charging infrastructure experts deliver an end-to-end EV solution. The result? A complete lifecycle solution for the design, installation and maintenance of EV charging infrastructure, which is future-proofed to meet increased demand.



Design	Install	Maintain
Mitie's industry experts assess EV charging and electrical infrastructure requirements. Bespoke, scalable designs utilise hardware and software from our proven technology partners and are based on industry standard protocols.	Turnkey project delivery from Mitie to install EV chargepoints, HV and LV infrastructure, network connections and upgrades as well as associated civils and renewable power solutions including solar PV and storage. Includes the commissioning, handover and demonstration of EV chargers.	Complete life-cycle support including planned maintenance of EV charging infrastructure. Smart software solutions report charger usage and monitor hardware performance. Connectivity is used to find and fix faults remotely and qualified engineers replace faulty hardware components within agreed KPIs and SLAs.

Design

The PM and SAM will hold meetings with stakeholders (FM, installers, SAM and PM) upon contract award. Stakeholders will review and agree the installation plan, confirming items such as: charger locations; necessary permissions; back-office requirements; PO/invoicing requirements; scope of our works; welfare; pre-construction information; plant storage; and waste disposal.

Throughout the project the PM chairs, typically, fortnightly teleconferences to track progress against agreed milestones. The PM updates the installation plan detailing new actions which will be shared within one working day. The PM monitors progress, and where a risk is identified, updates the risk register with a clear path of escalation to the Head of Mitie EV Sales and delivery team.

The PM works with the regional PMs to organise site surveys with the site representative, installation team, and other stakeholders. During the visit, our installation team ensures that the equipment number, type, and location fits with vehicle requirements, identifying the most cost-effective location for chargers delivering best value.

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	Review existing infrastructure
	Assess building electrical capacity
	Assess projected occupancy of carpark and EV fleet size/user uptake
	Determine the type and number of chargepoints required
	Identify renewable power generation options
	Define a software management strategy
	Create a load balancing strategy
	Ensure the solution is scalable for future demand
	Develop options for revenue generation
	Review legal compliance requirements

During the site survey the PM will discuss factors, detailed in the diagram on the left, including but not limited to:

- Existing site layout – charger locations
- Existing supply configurations/wiring diagrams
- Planned works changing the layout or electrical set up
- Maximum import capacity and contracted supply capacity
- 36-months of half-hourly energy consumption

Our team will advise the site if the site survey highlights opportunities to reduce costs or to include innovation. We will identify locations that could benefit from technologies that EO has developed or is developing. These options will be discussed with Defra after survey. As part of the preinstall the PM works with each site to identify road and pavement tracking ensuring adherence to traffic/pedestrian management requirements.

The preliminary site visit report will be issued to Defra for review within 5-working days, and will include a high-level scope of works with associated pricing.

Install

Our PM and installation team will ensure that we provide a suitably-equipped works team (NRSWA, IET EAS/EICS registered with ISO45001) and a qualified site supervisor conversant with H&S and CDM requirements. The PM will monitor install progress on site and conduct safety audits.

The PM is responsible for ensuring the installation process is adhered to. Any deviance will be escalated immediately. The PM has a direct route of escalation to Mitie's Head of EV Charging. Any significant issues requiring further resource application are escalated ensuring minimal disruption to the installation plan.

Our compliance team audits all suppliers for H&S yearly within our ISO9001 QMS. Our Compliance Manager records and reports on accidents, near misses and root causes for accidents. Any accidents that are reported to the HSE will also be immediately reported, in full detail, to Defra. All staff and subcontractors are H&S trained and adhere to the appropriate legislation.

Maintain

Following electrical test certification and handover from the installation team, an EO service engineer attends to commission the equipment. Upon completion, the PM presents the commissioning certificates to Defra within the O&M manual. On-site training is available

DPS Ref: RM6213

Project Version: v3.0

Model Version: v1.1

when required and as a minimum at commissioning or the post-install sign-off meeting. The training includes an overview of charger features, charger demonstration, correct operation and fault avoidance advice, and how to report any faults to the network.

Throughout the delivery of the contract the Strategic Account Manager will chair regular teleconferences to track progress against agreed milestones. The PM will update the installation plan detailing new actions which will be shared within one working day. The PM will monitor progress, and where a risk is identified, this will be added to the risk register with a clear path of escalation to the Head of E-mobility and EV solutions. Any significant issues requiring further resource application will be escalated via this route to ensure minimal disruption to the installation plan.

Capturing lessons learned is an integral part of every Mitie Charging project. As soon as reasonably possible, the PM will meet with Defra and associated stakeholders to discuss the project, share lessons learned and update the risk and issues log to inform future installations.

F)

Mitie understand the importance of progress updates including forecasts and changes to a programme. We understand the Defra estate and have relationships with key stakeholders at all levels therefore, we believe we are well-placed to transition into supporting you with an EV charging infrastructure roll-out. Our client engagement and mapping begin during mobilisation and covers the following processes:

- **Communication planning:** identify the stakeholders, determine the information and communication needs, expectations and resolve the issues
- **Structure:** organisation structure, escalation paths within Mitie and Defra
- **Status reporting:** collecting and distributing status reporting information available to stakeholders in a timely manner
- **Meeting schedule:** meeting schedule with DEFRA and the Mitie team.

Within the PIP, we will prepare a detailed client engagement plan that will be jointly reviewed and agreed with Defra, on top of the communications currently set out within our FM contract. It identifies each target stakeholder group and the methods and timing of communications. On an operational basis our Facilities Managers will develop building-specific sub-plans for their building users that will be based on the over-arching communications plan and ensure a smooth EV charge point installation for the needs of each specific site that Mitie work on.

The client engagement plan focuses on delivering effective, clear and consistent communication to the delivery team, service partners, stakeholders, and the Defra team. It is crucial during the early stages of the contract to build relationships and confidence with all stakeholders.

Regular communication including reporting and dialogue is important, as it helps to create closer relationships and will further integrate our team into Defra values and culture. We will therefore use these meetings as an opportunity to work together to ensure that our solution

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is redefined, shaped and adapted so our service delivery always meets the needs of you and your key stakeholders. Transparency and high levels of integration across the EV charge

point roll-out
will aid
collaboration,
with
the goal of
improving
performance
and adding
value to Defra
in their move

to supporting a carbon neutral fleet.

Word limit: 2,000 words

Word count: 1,102 words (plus 835 from question 2.1.1) = 1,937 total

Defra Question

b. Please advise company accreditation relevant to the works (environmental, quality, H&S)

c. Is the charge point equipment CE marked? Is the CE certification from a third party organisation? Is the equipment compliant with standards such as EN61851-1 or other relevant standards? Are replacement parts kept in the UK or non UK?

d. IET electric vehicle chargers equipment installations code of practice revision 4th edition. Please advise what impact this has had on method of earthing charge point? And if any impact on project delivery.

Mitie Response

B

Our accreditations and memberships demonstrate to Defra that we operate in line with industry quality standards, and therefore drive the highest quality compliance within our EV Solutions delivery function.

We will apply these standards and accreditations to benefit Defra in the following ways:

- Consistent quality across our services
- Compliance with legislation and service requirements
- Innovation and continuous improvement
- Measurable performance

We promote a culture and framework of continuous improvement, and all our employees share the responsibility of achieving high standards of quality. We will use our approach to quality to ensure Defra receive a best-in-class service. Mitie hold numerous relevant health and safety memberships, such as British Standards Institute, Contractors Health & Safety Assessment Scheme (CHAS) and Royal Society for the Prevention of Accidents (ROSPA). Our Project Management team on site will be SSSTS accredited as well as all our electrical engineers being 18th edition BS7671:2018.

In addition, we stay up to date with changes in legislation and industry best practice through our membership to the following trade associations, memberships, accreditations, certifications, and affiliations:

- Altius Elite Vendor
- British Association of Landscape Industries (BALI)
- British Institute of Facilities Management (BIFM)
- British Safety Council
- British Standards Institute (BSI)
- Building Services Research and Information Association (BSRIA)
- Business Services Association (BSA)
- British Quality Foundation - Certified for Excellence C2E
- Cleaning and Support Services Association (CSSA)
- Combustion Engineering Association (CEA)
- Committed to Excellence in Europe
- Confederation of British Industry (CBI)
- Contractors Health and Safety Assessment Scheme (CHAS)
- Construction Line
- Exor (Services) Limited – gold accreditation
- Data Protection Act (DPA)
- Engineering Employers Federation (South)

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- Health and Safety Executive (HSE)
- Health Estates Facilities Managers Association (HEFMA)
- Investors in People (IIP)
- OHSAS 18001 certification
- ISO 9001 certification
- ISO 14001 certification
- ISO 18001 certification
- ISO 27001 certification
- NACOSS Gold (ISO9001, OHSAS 18001, ISO14001)
- National Association of Scaffolding Contractors (NASC)
- National Britannia Safe Contractor Scheme
- National Inspection Council for Electrical Installation Contracting (NICEIC)
- NIS Gold (ISO9001, OHSAS 18001, ISO14001)
- MCS Accredited
- PAS 99: 2006
- Premier member of British Quality Foundation
- Royal Society for the Prevention of Accidents (ROSPA)
- Royal Institute of Chartered Surveyors (RICS)
- Safe Contractor Scheme
- Scottish Council for Development & Industry (SCDI)
- TREND Technology Centre - member
- Utility Vendor Database (UVDB)

Sustainability is at the heart of everything that we do. To ensure we continually improve our sustainability performance, we hold several accreditations and standards to highlight our performance against our peers. We participate in FTSE Russell's FTSE4Good Index to benchmark our sustainability efforts. Our governance structure ensures that we manage our environmental impacts through an internal environmental management system, which is ISO 14001:2015 accredited. We are in the process of obtaining ISO5001 accreditation for our energy management system. Mitie publicly discloses carbon emissions and the measures we are taking to mitigate our environmental impact through a number of voluntary schemes and environmental certifications:

- We have been a signatory to CDP (formerly the Carbon Disclosure Project) since 2010 and recently obtained a rating of C (2017). The 2018 results are due at the end of January 2019.
- We hold the Carbon Trust Standard for energy management, recently achieving a qualitative score of 77 and an 8.1% absolute reduction. This was the highest carbon management score in our sector.
- Mitie submits information to several supply chain programs to communicate to our suppliers and customers our climate change risks and what we are doing to address them.
- We participate in CDP supply chain Programme.
- We hold the Ecovadis gold standard and also report into Sedex.
- UK Emissions Trading Scheme (SGS UK)
- Member of UK Green Building Council.
- Environmental Agency Certificate of Registration under the Control of Pollution (Amendment) Act 1989
- European Union Emissions Trading Scheme (EUETS)
- Chartered Institute of Waste Management (CIWM)
- Energy Systems Trade Association (ESTA)

C

The EO Genius charger is CE marked, with a copy of its data sheet attached to demonstrate it (doc 2.1.3c - EO Genius Data Sheet), and as per Best Industry Practice it has been self-certified. We can also confirm the Genius is also EN61851-1 compliant.

EO manufacture car charging equipment in the UK, and as such hold significant stock (~2,000) at its depot in Suffolk and with distribution partners within the UK, including replacement parts. Stock levels are managed by the EO Stock Manager daily, who will instruct the production teams accordingly. In terms of replacement parts, consignment arrangements are in place for 80% of parts which are used in our chargers, and this is an arrangement where stock is on a KanBan system and will be topped up on a monthly basis and is stored in a storage unit on the same industrial unit

D

Mitie and our engineers always remain up to date with the latest electrical legislation and revisions to the code of practice. The IET 4th EV charging equipment installation code of practice 4th addition, covers the installation of EV charging infrastructure specifically in context of the Amendment to the 18th edition wiring regulations (BS 7671:2018 + A1:2020). This amendment to the regulations in early 2020 changes the guidance around earthing for EV installations that are; located outdoors or that might reasonably be expected to be used to charge a vehicle outdoors unless. The impact of this on the project delivery of EV charging for DEFRA sites is that in locations where the electrical supply is TN (TN-S, TN-C or TN-C-S) additional equipment may be required, in the form of an O-PEN device to ensure that adequate protection is provided for EV charge points that are located outside. While this may have cost implications, there will be no impact to delivery of the project as outlined in our tender response. The amendment also allows for chargers to be individually earthed with their own earth rod, however this is not the preferred method due to the requirement to be a minimum distance from existing underground services, the location for which are not always well documented or established.

World limit: 1,000

Word count: 977

Defra Question

a. For each of the key activities involved in the “end to end” delivery process (8 fold requirements) for the delivery of the car charging facilities, please identify how the activity will be delivered either by utilising your own organisations resources or resources from your supply chain (sub-contractors)? Your response should cover (this list is not exhaustive):

- Site Surveys
- Feasibility and Design
- Building fabric Works (if any)
- Planning application if applicable
- Civils Works
- Electrical Works including assessing existing capacity
- Painting and Signage Works
- Commission and Certification of the Works prior to Handover to the Customer
- Preparation and deliver of the Health and Safety File with all necessary information and certificated
- Back office network

b. Describe the process by which you satisfy yourself of the competency and experience of potential supply chain (sub-contractors) and especially compliance with Health and Safety requirements. How do you monitor the performance to ensure effective delivery of the equipment and works for compliant completion of the project?

c. Describe your supply chain arrangements for each major material or equipment which may include (this list is not exhaustive)

- Country of origin and lead time on key materials and / or equipment
- Warehousing and stocking arrangements
- Delivery arrangements
- Protection and packing of equipment.

d. Do you hold car charging equipment stocks in the UK? If not what contingency arrangements do you have for equipment sourced from outside the UK to overcome any potential delays to supply. Please explain your contingency arrangements? Is equipment signed for and tracked delivery?

Mitie Response

A)

As a member of your supply chain, Mitie is proud of the work we deliver for Defra and we are fully committed to ensuring a seamless end-to-end delivery process for the roll-out of Electric Vehicle (EV) charging infrastructure, with no complications caused within any Defra site.

Mitie is an experienced provider of EV solutions to our clients. We have extensive coverage across the UK with offices, depots and people in or near every major town and city. This means we are able to self-deliver the projects to all Defra locations as required. This ensures we deliver a nationally consistent service while using local knowledge.

We have over 200 offices, including our 24/7 helpdesk in Leeds and six regional service centres. Located at these offices are our support teams. Operating out of the depots are our specialist project teams. They also hold supplies for local distribution. In addition, we have over 1,000 mobile engineers across the UK.

We have unrivalled experience and understanding of available technologies along with the self-delivery capability to ensure that all of your objectives are achieved.

As demonstrated in the diagram below, our in-house EV self-delivery capabilities are vast. We have a team set up to carry out most of the activities listed, except for civil works, where we will rely on a trusted service partner. Outside of our EV team we have the ability to leverage support and resource from our own FM teams in times of peak demand, and as such we will always be able to meet the needs of the EV charge point roll out to Defra sites.



We have an impressive in-house capability. This includes our Technical Solutions Team, who design solutions that improve our customers' EV installations, maximising the deployment of current technology to provide high quality fast charging.

Site surveys will be delivered in house by our Project Managers (PM) and on-site engineers who have existing knowledge of your estate. Feasibilities studies and designs will be delivered by our in-house dedicated EV Solutions Design team, part of our core EV team, who can design all mechanical and electrical (M&E) systems including PV. Furthermore, our EV team also have significant experience in designing and delivering large multi-site EV charging infrastructure programmes, as per our case studies. We are used to working with and supporting our clients from the beginning with planning applications all the way through to project completion with commissioning and certification also being delivered in house by our fully qualified EV engineering team.

Finally, the back-office network will be provided by our partner EO Charging, a global leading provider of integrated EV charging solutions for commercial fleets and workplace customers. EO has developed market leading EV charging software to support customers take full control of their charging infrastructure assets and EV fleet.

B)

Mitie recognises that it is essential to maintain an effective supply chain to ensure the successful delivery of any project. Defra are used to working with Mitie and recognise the value add that our service partners bring in maintaining their estate. Our Supply Chain Management (SCM) team only works with dependable and reliable suppliers, allowing Mitie to fulfil our responsibility in delivering the best quality to Defra.

The SCM team continually research the market to identify those who have a strong reputation for maintaining high standards for quality, customer care, packaging and practicing ethical ways of doing business. Organisations meeting our requirements are invited to complete our Mitie Supplier Assessment Programme and will sign a framework agreement with Mitie.

At Mitie we recognise that an integral part of having an effective Supply Chain Management is to keep monitoring and evaluating all the time. We constantly look for ways to improve and innovate to provide more significant cost benefits, increase speed to market and deliver the highest standards of customer service. In a rapidly changing world, we recognise that continuous improvement needs are constant.

Mitie's extensive network of suppliers provides flexibility in the supply chain, ensuring that the ongoing requirements of the client are always met. Our Supply chain management system allows clients to add preferred local providers, once they have been Mitie accredited. Our supply network means we can work with the client's choice, whilst also providing support on best value options.

Our SCM team review the forward requirements of our customers to ensure supply and demand are perfectly balanced. Our products are made in the UK which ensures simple and fast delivery when required.

Mitie has an established service partner framework in place. All service partners are assessed against a pre-defined set of requirements prior to appointment. These requirements include but are not limited to:

- Certificates and qualifications
- Insurances
- Financial security
- Corporate Social Responsibilities

Any service partner used in connection with the Call Off of a good or service are managed by the PM, who is responsible for effectively mitigating all identified risks. In the event that a risk is transferred to a service partner the Project Manager will remain accountable and will oversee the management of the risk attributed to the service partner.

To do this the PM, supported by the Account Director will create, operate and maintain processes to ensure the early identification and management of risks. If a risk or issue is identified, the PM will assess the severity of the risk and take mitigating action. Mitie will make the Risk Register available to the Defra to inspect at any time. Any issues will immediately be raised with the key stakeholders across the contract and Mitie will act quickly to ensure Defra are only receiving the best of our valued supply chain.

Mitie's SCM system is operated in accordance with PAS 7000:2014 Supply Chain Risk Management standards and adhere to our Quality Management System (QMS), which is based on the requirements of the international standard BS EN ISO 9001: 2008 and OHSAS: 18001:2007.

Operationally, an additional level of assessment may be necessary depending on site requirements and the nature of the work to be carried out by the Supplier. These checks can involve dynamic risk assessments, remit-specific method statements and personnel security screening through our in-house Procius division, which is our background checking and vetting business. Outcomes from these checks are monitored annually, through a further compliance check, mainly focusing on their performance as a supplier, and their continued liquidity.

C)

Supply chain arrangements for our hardware, the EV charger, are described below

- Country of origin and lead time on key materials and / or equipment
 - UK for PCBs - Lead time -4-6 weeks, scheduled orders in place for all current products to last until Q3 2022.
- Warehousing and stocking arrangements
 - Consignment arrangement in place for 80% of parts which are used in our chargers, this is an arrangement where stock is on a KanBan system and will be topped up on a monthly basis and is stored in a storage unit on the same industrial unit
- Delivery arrangements

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- Monthly scheduled orders in place and existing call off for stock as and when required

- Protection and packing of equipment
 - Monthly scheduled orders in place and existing call off for stock

as and when required

D)

Yes, EO Charging hold car charging equipment stock in the UK. As well as producing chargers in the UK, EO charging also hold a significant level of stock (~2,000) at its depot in Suffolk and with distribution partners within the UK. Stock levels are managed by the EO Stock Manager on a daily basis who will instruct the production teams accordingly.

EO are also proud to be raising significant investment through an IPO, which will help grow stock holdings as the market develops and volumes increase.

Our EO Genius is delivered free of charge within the UK, a signature is required from the end customer to track delivery.

Word limit: 2000 words

Word count: 1292 words



Defra Question

A)

Reactive call out process units under warranty – How does your call out process for charge points under warranty operate? Who does the client contact for faults and how does this process link to call out of engineers to site? Do you record a procedure for fault fixing, do you record Key Performance Indicators to monitor effectiveness of process to ensure client satisfaction?

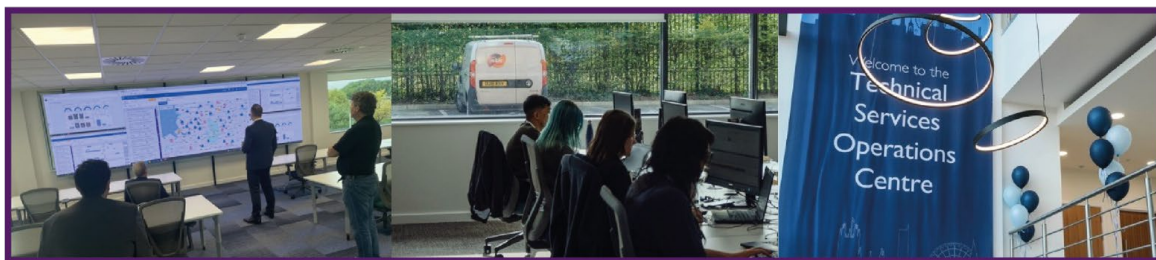
B)

Please provide indicative annual maintenance costs following warranty. A separate planned maintenance agreement may be taken up if deemed necessary which includes annual inspection/testing of units and suppliers should provide a contract price per year detailing number of units and what is included in the Maintenance check. Please also stipulate maintenance costs per unit / per year.

Mitie Response

A)

Mitie are proud to deliver FM-Services for the UK-wide Defra estate every day. Our key objective is to support Defra across their varied estate and ensure the buildings and services that are critical to Defra's business operate at peak efficiency. From EV charging to air conditioning and lighting, we maintain, operate and repair multiple systems, aligned to our agreed support contract KPIs and SLAs. Our present contract facility operates a helpdesk procedure to identify and collate service requirements and ensure technicians are dispatched to address faults and maintenance requirements.



Connectivity is the future and increasingly building systems will be connected to Mitie's Technical Service Operations Centre (TSOC). From here building systems such as EV charge points can be remotely monitored, serviced, diagnosed, and fixed. This will reduce unnecessary carbon emissions from avoidable technician visits. The process for EV charge point management is fully managed throughout by the Mitie EV Project Manager, leveraging our Defra IFM supporting teams, as shown in our organigram, and would be as follows:

1. Systems will be remotely connected, and all data and operations including health status and use patterns are viewable and reportable on the software platform
2. If an issue is identified by a user a fault can be reported to the Defra/EA helpdesk and therefore create a recordable and trackable SLI/KPI
3. Mitie will then work with the EO charging support agent who will run through a diagnosis flowchart to assess the fault. They will issue a fault ticket and attempt a

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remote fix, if this is not possible, the fault is passed to the Service Desk to arrange an engineer visit within the agreed SLAs.

4. All maintenance incidents and fault tickets are tracked until the fault fix is completed. Fault ticketing information is presented on the host's 24/7 online dashboard to provide fault transparency.
5. Following a site visit the engineer will complete an incident report and will record the fault, action taken to resolve, parts used, dates/times of correction and testing.
6. The forms are filled in electronically at the site and are sent electronically to the dedicated Account Manager to discuss with Defra. Fault performance will be discussed at all Performance Reviews.

We understand that responding to customer queries in a timely manner is essential, and as such we are delighted to confirm, to date this year, the maintenance team have responded to customers within 2-hours of the query being received.

The selected chargers are manufactured in the UK allowing us to replace or source stock at very short notice. The EO Delivery Manager has a clear line of escalation through to the Head of UK and International Sales, to ensure effective and speedy resolution.

For reference Our 2020–2021 Fleet O&M average performance rate versus the 6-hour resolution SLA is 4.64 hours, including travel time to site.

B)

At Mitie we recognise that one size does not fit all, so we have 3 standard package options, we are also happy to discuss bespoke maintenance contracts if required. Our Maintenance Service Level Agreement (SLA) packages are detailed in the Figure 1 below as a guide. includes an extended warranty for charging hardware and software.

Item	Workplace	Public	Fleet
On-Site SLA	48 Hours	48 Hours	24 Hours
EO Monitoring & Alerts	✓	✓	✓
Preventative Maintenance		✓	✓
Reactive Maintenance	✓	✓	✓
24/7 Host Support Line	✓	✓	✓
24/7 Driver Support Line		✓	
EO Extended Product Warranty	✓	✓	✓
Electrical Warranty - Electrical Infrastructure (if supplied by EO)	£10	£10	£10
Total O&M (£/charger)	£130	£220	£185

(Figure 1 – Service Level Agreement Packages)

Our approach to maintenance begins at the design phase. We design and build robust products to last in all environments. All products are tested in the factory for a 10y+ life that requires minimal inspection This is achieved by building advanced diagnostics that monitor

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the health of the product and alert the maintenance desk when a parameter exceeds its predefined limits.

Our service solution covers our annual planned service visit as well as reactive fault maintenance. The quality of our equipment and installations gives us market leading charger availability.

The EO Delivery Manager, with the support of the EO Project Coordinator, will provide Defra with a plan of service and maintenance detailing dates for the annual service check-up; the plan will be adapted to suit the individual site.

The Annual Service Check includes

- Inspection of the charge point, its sockets, screen, housing, ground mounting and protection bollards for signs of damage or wear-and-tear, rust, abnormal sounds, or vibrations.
- Normal operation checks including RFID card reader recognition of cards, LED status light function, on-screen instruction display, stop, start emergency stop and reset correct operation.
- Electrical testing of the charge point including RCD and MCB test trip.
- Internal heater function check, cooling system working check.
- Check of waterproofing seals in door(s) and around externally exposed components.
- Check of looseness of electrical terminals and tighten to appropriate torque setting, if necessary.
- Earth rod resistance test to be within required limits (as per IET COP and EN61851-1).
- Perform an EV charging event on the AC output using the engineer's EV.
- Replacement of parts under EO's standard warranty.
- Software and firmware upgrades where necessary.
- Cleaning of the unit.

On completion Defra will be sent a copy of the Inspection Report, copying in the EO Delivery Manager and EV Project Manager.

All EO Products come standard with a 3-year international product warranty, a copy of which can be reviewed here - <https://eocharging.zendesk.com/hc/en-us/articles/360017724251-EO-Product-Guarantee-International->

EO's standard product warranty does not include labour for repairs or replacement. However, this is included in EO's standard Operation and Maintenance SLA, EO Service. EO Service can be provided annually, or for anywhere up to 10-years upfront, and covers the full replacement of EO charging products AND upstream electrical infrastructure installed by EO's sub-contractors that are required due to manufacturing or installation faults.

Whilst accidental and third-party damage is not covered by the SLA, a competitive schedule of rates will be provided and agreed for each contract/site to ensure charging systems are brought back online as quickly as possible. The EO chargers are configured to automatically flag issues to EO Cloud, allowing remedial action to begin before faults are called in by drivers or hosts.

Word limit: 1000 words

Word Count: 986 words

Question 7: Management – H&S / CMD

Defra Question

A)

Please provide a copy of a previous Construction Phase Plan for similar project where you acted as Principal Contractor on a national programme of car charging infrastructure installation work.

B)

Please detail any CDM/H&S qualifications of Contract/project Managers/Site supervisors. Note minimum Defra standard is daily site supervision by qualified (SMSTS/SSSTS) supervisor.

C)

Site specific RAMS detailing key health and safety risks relevant to the project proposed at Sir John Moore House, methodology of how you intend to carry out the works, and control measures to mitigate key risks involved. This should include but not be limited to: e.g. asbestos, excavation, electrical.

D)

Any enforcement action by the HSE, Environment Agency, Local authority etc within the previous 3 years (Prohibition Notices, Improvement Notices, Fee for Intervention or Prosecution)? Provide evidence of how you intend to monitor health & safety performance on site (e.g. site supervisor inspections, external audits etc).

A)

Please find attached a copy of our Construction Phase Plan as attached within Appendix 2.1.6 – Construction Phase Plan.

B)

Chris Poulton will be the appointed Project Manager from Mitie and will act as a key stakeholder across this contract, reporting into the Account Director. Chris will be fully responsible for the national roll out of this Project and will have a dedicated team of site supervisors and engineers working with him to meet the requirements of the roll out.

Chris has full management accountability for the delivery and operational side of Mitie EV projects, Providing leadership to the operational team and contractual, health and safety commitments are met and exceeded. Chris has experience delivery multisite projects across the county and worked on electrical, renewable projects for most of his career.

Chris is highly qualified in his field and holds the following professional qualifications:

- IOSH Managing Safely
- City & Guilds 236 Elec Installation 1&2
- 17th Edition IEE Regulations accreditation
- CITB Site Management Safety Training Scheme

- SSSTS

Chris has a wealth of experience across EV and electrical installations and has key experience in the following areas:

- Project management
- Programme management
- Contract management
- Procurement
- Safe working
- Planning
- Finance & budgeting
- Compliance
- Bid management
- Performance management
- Communication
- Leadership
- IOSH
- Service delivery
- Operations management
- Appraisals
- Team development
- PPM delivery
- KPI & SLA monitoring

Primarily Chris is responsible for overseeing operations of the whole site on a day-to-day basis, works to minimise accidents on site and that ensures that the project will be delivered on time and to the satisfaction of Defra.

C)

Please find attached a copy of our site-specific RAMS as attached within Appendix 2.1.6 – RAMS

D)

Mitie have had no enforcement action against us by HSE, Environment agency or the local authority within the last 3 years.

We have attached to this file Appendix 2.1.6 Accident and incident procedure – which is the Mitie policy for accident and incident process, and which is enabled via our online system provided by EcoOnline.

The system allows us to log all event types, review severity and assign a suitable investigator. The system mandates investigation fields, including root cause analysis, which allows us to carry out trend analysis to prevent reoccurrence of events. The system also allows investigators and auditors to raise corrective and preventative actions and assign them - this allows us visibility of implementation and effectiveness.

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The system requires a three level sign-off for events – the investigator, their line manager and ultimately the QHSE Director, to provide assurance that our investigations meet the required

standard and the details and corrective actions reflect the potential severity of any event.

All supervisors and above have access to EcoOnline and can directly report events, as well as complete investigations, inspections and submit action evidence

Word limit: 1,000 words

Word count: 453 words

Defra Question

A. What do you consider the key environmental/sustainability aspects and impacts of this project? Please provide a copy of your environmental and sustainability policies including any policies in place for fair pay/people not working excessive hours and an Equality Diversity and Inclusion policy including staff involved in your supply chain.

B. Please provide examples of how you are addressing your carbon impact. Detail the top 3 actions you intend to take to reduce the greenhouse gas emissions from the delivery of this contract including construction. When they will be implemented, how progress will be reported and who is responsible for leading the action plan. This can include existing and future.

C. Please provide detail relating to the profile of the fleet used to carry out this service including average CO2 and future electrification plans. This should include subcontractors where applicable. Has consideration been made around minimising travel times for installations at our various sites?

Mitie Response

Please see attached supporting documents for further reference and & detail.

A)

The Mitie Integrated Management System (IMS) uses a number of ISO management standards as its main foundations for quality delivery of projects including but not limited to ISO 9001 - Quality Management. ISO 14001 – Environmental Management, and ISO 20400 - Sustainable Procurement.

We believe any project delivered by Mitie should provide a quality solution delivered safely, on time, and with minimal environmental impact. EV Charging (EVC) networks allow clients to deploy zero emission fleets within their business, but it is critical that the delivery of these networks has the lowest environmental impact possible. We use robust delivery and sustainable procurement standards, highlighted below are some specifics related to your project.

- Hardware - We have chosen a UK-based EVC-charger manufacturer for our submission. This eliminates any airline or cargo freight emissions from the hardware supply chain
- The product has been designed to include no single use plastics and engineered for reuse recyclability and disassembly.
- Interchangeable components allow individual replacement avoiding the need to throw away and replace the full unit.
- Packaging is minimised and is sourced from 100% renewable material and is recyclable via Mitie's circular waste strategy.
- We will use electronic technology for all communications where possible, including meetings, work orders, parts ordering, and delivery - eliminating paper use across the project.
- All essential site visits for surveys and installation will be conducted by Mitie teams using zero emissions BEV transport (cars and light to medium vans).

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- Onward operation and control will allow fault identification and rectification electronically, again eliminating unnecessary travel

Please see attached supporting documents for further reference and detail.

B)

At Mitie we manage facilities which over 5 million people pass through every single day. The company has profound, hands-on knowledge, and experience of optimising facilities on behalf of customers in every industry across the UK and Ireland.

Having saved over 300,000 tonnes of carbon and delivered over £20m in savings in 2020 alone, Mitie is setting and delivering against ambitious sustainability targets on behalf of customers in both the private and public sectors. Our knowledge of estates, combined with our ability to execute a strategy from assessment right through to delivery is, we believe, unrivalled. We help organisations go further, faster, for less.

Plan Zero is Mitie's comprehensive approach to achieving Net Zero carbon. It draws upon our proven experience deploying the kind of carbon reduction measures that have enabled the company to confidently state it will reach Net Zero carbon by 2025 – 25 years ahead of UK Government targets.

Mitie's estate has been benchmarked and audited. Energy optimisation methods have been implemented, identifying an annual carbon saving of 300 tonnes, including air-source heat pumps, electric air-conditioning systems for example. Transitioning to these low-carbon alternatives will tighten our grip on Mitie's energy consumption and decarbonise our heating systems. Mitie's estate will then be prepped for the big CAPEX projects, including installing LED lighting systems.

- Over 1800 electric vehicle charge points have been installed across commercial sites and employees' homes to enable our transition to an electric vehicle fleet.
- We have committed to doubling our energy productivity, through The Climate Group's EP100 initiative, whilst also extending Mitie Energy's ISO50001 Energy Management Standard through the Group.
- We accomplished significant achievements for our clients in 2021
- Saved our customers a further £19m through asset optimisation via remote connectivity, BMS upgrades, and onsite energy managers
- Delivered 14 Plan Zero Pathways addressing over 375,000 tonnes of carbon
- Procured 1.1TWh of supply contracts, 96.78% of which we REGO backed for power
- Delivered 2,836 energy surveys
- Managed 68,000 meters across all energy services

To date, we have saved our customers over 353,000 tonnes of carbon including helping a telecommunications customer save over 100GWh and £10m in energy costs, equivalent to 25,000 tonnes of CO₂.

Pace of change in reducing emissions

Mitie has sustainability expertise in-house allowing us to become a carbon-reducing machine, accelerating not only our own journey to net-zero, but our clients too.

Mitie's new baseline emissions are 38,037 tCO₂e in FY19/20. Our next milestone target to achieve is 25,230 tCO₂e in FY21/22, and to be net-zero in our Scope 1 and 2 emissions by FY24/25. This will largely be achieved through our EV transition, which is accelerating at an exponential rate.

More info can be found at <https://www.mitie.com/esg/>

Top 3 actions to reduce greenhouse gas emissions on this project

1. 100% utilisation of EV vehicles for all surveys and installation visits to Defra/EA sites
= Zero emission miles across the contract
2. We will undertake a high-level desktop energy audit as part of our EV scoping visits. This will highlight possible renewable power generation or building power optimisation opportunities at each site. These can be used for the specific project and by your building manager to decrease building carbon emissions
3. Mitie will coordinate this project nationally but deliver regionally. This will reduce travel and use local supply chains with an ethical policy towards product design and manufacturing. The project will be designed and delivered using our Plan Zero and sustainability commitment to clients

These initiatives will be implemented at the start of the contract and led, actioned, and reported to the DEFRA lead by our contract appointed EV Project manager.

C)

Mitie are very proud to have the largest pure electric vehicle (BEV) fleet on the road in the UK today, with over 1,700 currently serving our UK clients and further 750 on order. This transition to a zero-emissions fleet aligns to our signatory of EV100, and our commitment to transition 100% of our fleet to full electric by 2025 a total of over 7,000 vehicles.

Our delivery vision for this DEFRA project would be coordination of installation teams via regional sectors across the UK. This will reduce to a minimum distance/time taken to each survey or installation site.

Further, we are excited to commit to delivering this project with our teams driving only fully electric vehicles, ensuring every mile is zero emission.

Word limit: 1000 words

Word count: 981 words

Defra Question

What technical advancements have you seen across car charging infrastructure which would benefit Defra. This can apply to back-office services, car charging interoperability, public charge points, emerging technology.

Mitie Response

Electric Vehicle (EV) charging is an exciting space with a high level of innovation dedicated to developing more user-friendly systems offering drivers a simplified and seamless experience when charging their vehicle. Complementary to this, the systems have the ability to gather multiple streams of data and allows the fleet operator to make valuable forward decisions in the operation, scale, and management of their charging network. Simplicity of operation whilst providing rich data is the future of EV charging.

Some examples of technology advances that will be available to Defra as part of a forward partnership with Mitie for roll-out of EV charging infrastructure are detailed below. Whilst not exhaustive, they indicate the opportunities available when working with an innovative UK-based supplier and moving forward we would look to engage with Defra to implement this technology as part of the installation roll out where site applicable.

Innovation overview

EO Charging are developing a next generation charging station, seen below in Figure 2, that fulfils all the fleet requirements in one compact unit. Using multiple communication interfaces (Bluetooth, Wi-Fi, Ethernet, GSM) the charging station will be easily configured and connected to the OCPP based EO Cloud. This unlocks powerful management tools to ensure that vehicles are charged as cheaply as possible before the planned departure time based around OCPP schedules. Flexible installation options (PEN Fault detection, IT/TN Grid settings, single phase/three phase, MID Metering, tethered/socketed) ensure that that the right charging solution can be delivered to fulfil specific customer needs.

Preliminary Data Sheet: UK

eo

NEW
22kW AC
Charger.



Features

- + Simple electrical installation.
- + 3-year product warranty with options to extend.
- + Integral 6mA DC leakage detection, no Type B RCD required.
- + Adjustable maximum charging current for lower rated supplies.
- + Smartphone app or Cloud controlled (EO or Partner).
- + WiFi, CAT5 Ethernet, Bluetooth.
- + OCPP1.6-J.
- + Integrated Load Management.
- + Net Zero Solar Functionality.
- + TN & IT Grid Connections.
- + Integral PEN Fault Detection, no Earth Rod or Consumer Device required.

Specifications

- + Compact size: 305mm x 215mm x 118mm.
- + Locking T2 socket, Shuttered T2 socket, or Tethered (T2).
- + Power Ratings: up to 22kW.
- + Available in three colours: Black, White, Grey.

Additional Options

- + MID/Eichrecht Meter (Optional).
- + Cellular (Optional).
- + RFID (Optional).

3PH smart electric vehicle charger.
Designed to charge all plug-in vehicle brands.

Plug and Charge V2G – Under Development

The EO Genius V2G charging unit is currently being developed by EO Charging. This is scheduled for release in Q1 2022 and will be an AC ISO 15118 compliant charging unit. This will enable authentication via the Plug and Charge (ISO 15118-1 / V2G Lite). This new hardware and associated functionality in EO Cloud will enable the secure and automated authentication of compatible vehicles when connecting to an EO V2G charging unit, according to the conditions set by the host/operator in EO Cloud. This will ultimately remove the requirement for drivers to manually authenticate the charging session using an external mechanism (RFID card or smartphone for example), whilst enabling EO Cloud to identify the vehicle and qualifying parameters (Status, State of Charge, etc). This will offer Defra the ability to trial where applicable V2G operation and offer true building/vehicle power integration. Mitie and EO Charging will look to implement this with Defra at a selected site as soon as the release date is confirmed.

Energy Tariff Integration

EO has already integrated the residential tariffs for multiple utilities in the UK and is in the process of extending this development to EO Cloud for commercial clients. For tiered tariffs (fixed duration), any tariff structure can be manually inputted into the host/operator's EO Cloud on a site-by-site basis. ALM will then consider the price of energy and autonomously prioritise charging when electricity is cheapest.

EO's standard Energy Tariff integration.

EO are also working on a project to provide customers with the opportunity to input energy tariff information to display the cost of energy used. In addition, this will be configured for cost optimisation when considering load management. Both developments are scheduled for delivery in 2022.

Furthermore, EO is working to integrate partners for the grid management platform, when complete, this will enable EO Cloud to discharge fleet vehicles to supply the building/grid or

Question 1.1.12: Data Management

Both applications will be dependent on the business rules being satisfied (from the Fleet Portal), ensuring vehicles are always charged to their optimal/minimum required level before starting their journey, a key condition before utilising any spare available power.

Mitie and EO commit to working with the Defra Project Manager to demonstrate innovation solutions and implement these where possible offering value additions to the Defra EV charging network. As Defra's EV fleet and charging network grows we will also work with any changes in charging strategy from Defra. For example, it may be possible to open Defra's network for public or private charging contracts, generating revenue at times when the points would be idle. All can be controlled, viewed and operated from the cloud software platform ensuring Defra have full visibility and control allowing them to make forward looking, data-driven decisions on their EV charging infrastructure assets.

Word limit: 1000 words

Word count: 757 words

Defra Question

a. How do you ensure as Principal Contractor that your data management supplier/sub-contractor are compliant in processing personal data.

b. How often does your data management supplier/subcontractor review their register of processing activities?

Mitie Response

Please see attached supporting documents for further reference and detail, including Mitie's Data Privacy Policy and Mitie's Data Protection Compliance Statement.

A)

At Mitie, data protection is extremely important, both for our own business, and that of all our clients including Defra. Our Data Protection Officer is responsible for the management of personal data within Mitie and for ensuring that compliance with data protection legislation and good practice can be demonstrated. This relates to data that Mitie handles, as well as ensuring our partners and suppliers always conform to the same level of data management security.

Mitie ensures that all suppliers comply with all Data Protection legislation relevant to the services required by the client when operating and delivering the service provision. In principle, these include, at a minimum but not limited to, The UK Data Protection Act 2018, General Data Protection Regulation (GDPR) and, where appropriate, The Privacy and Electronic Communications (EC Directive) Regulations 2003 (PECR). Suppliers must provide documentation and undergo a risk assessment depending on the categories of personal data they handle. Documentation includes Records of Processing Activity, and where applicable Data Protection Impact Assessments, and standard contractual clauses. All partners are required to supply the relevant information and certification as part of stringent vendor application assessments carried out via the Tradex platform. In specific relation to personal data this will include ensuring compliance with, but not exclusively to, the following elements.

- Lawfulness, fairness and transparency
- Purpose limitation
- Data minimisation
- Accuracy
- Storage limitation
- Integrity and confidentiality (security)
- Accountability

Mitie requires certification to such standards as ISO27001 and Cyber Essentials Plus to ensure the supplier meets the technical and organisational measures required to hold personal information both in transit and at rest.

Contractually Mitie reserves the right to audit such documents from our suppliers on a bi-annual basis at a minimum or as and when the processing of personal information changes such that it will affect the delivery or the risk levels associated with the delivery of the service.

DPS Schedule 6 (Order Form Template and Order Schedules)

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As a current major supplier to Defra, Mitie are well aware of the stringent requirements and critical compliance with data and security, that allows Defra to operate safely and securely on a daily basis. We currently operate, and will continue to do so, a service to Defra with data security and management as a key priority.

B)

The following statement relates to our delivery partner EO Charging and their specific policy on data management. EO Charging, a global leading provider of integrated EV charging solutions for commercial fleets and workplace customers will provide the back-office network.

At EO we are required to document our regular activities, as well as any processing of particularly sensitive information. Each activity is supported by documentation providing a summary of what is involved in each case. As per Article 30 guidelines, EO records are in a written and electronic form.

EO maintain these records to cover the processing activities, and they include but are not limited to:

- Brief descriptions of the data subjects. Groups are categorised such as, employees, regular clients and business contacts
- Types of personal data (category), noting in particular, if any special category data is included
- What the data is used for (purpose)
- The lawful basis for the processing activity
- How the data is obtained. Is it from the person themselves, or somewhere else?
- Who the data is shared with (recipients)
- How long it is held for
- The name and contact details for the controller

EO reviews the register of data processing activities on a quarterly basis or more regularly should there be legislation or a specific core change to policies or procedures required by a specific customer.

As per answer A) EO will be managed and controlled by our data protection officer in line with our data policies stipulated.

Word limit: 1,000 words

Word count: 637 words

Defra Question

Supplier to provide a single back office data network (currently Genie point), including service & commissioning. Supplier to migrate existing (circa 211 as of Jan 21) and any newly installed charge points to a single back office network provision. Back office network operator will be compatible with existing and new charge points.

- a) Supplier to confirm who their back-office provider will be?
- b) Supplier to confirm they can migrate existing and any new charge points to a single back office network
- c) Supplier to illustrate how they intend to achieve this migration and costs associated with this
- d) Supplier to review appendix B and confirm the reporting requirements and data can be met
- e) Supplier to confirm annually the costs associated with the back-office network whether this be per charger per year or a flat rate annual cost. But details to be provided.
- f) Should an issue arise with the back-office network what is the time frame for resolution
- g) Newly installed charges will also link into this back-office provision

Mitie Response

A)

Mitie and EO Charging can provide a single back-office data network, EO Cloud, which will include all service and commissioning. In addition to servicing newly installed charge points, EO Cloud can also service existing charge points currently with Genie point.

EO Cloud gives owners, depot, and fleet managers full control of their charging infrastructure. EO Cloud supports transport operators and fleet managers who are not only transitioning their fleets, but also structuring their teams and learning new skills to operate and service them. We are committed to delivering 'the World's best depot fleet software' to support this transition, developed by some of the sector's leading software specialists.

EO Cloud Fleet Key Features

- Monitor charging sessions, energy usage and diagnose issues with fully customisable alerts, notifications, and reporting.
- Schedule charging sessions in line with vehicle timetabling/route runs and off-peak energy supply tariffing.

DPS Schedule 6 (Order Form Template and Order Schedules)

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- Active load management to maximise the efficiency of the on-site electrical supply capacity.
- Access remote monitoring and reporting for all connected charging infrastructure, across multiple sites.
- View where your vehicles are, check their state-of-charge, and schedule charging.
- Offer a variety of authentication options (Free-vend - plug and play, RFID, EO App) to satisfy different use cases. For example, RFID can be used to manage a membership programme for standard fleet, with the EO App for billing visitors, employees, or partner fleets on a Pay-as-You-Go basis (hardware RFID options apply).
- Show the location of existing and future chargers.

We have completed our integration with Geotab telematics to provide vehicle location tracking, current state of charge (SOC) and vehicle range data within the EO Cloud Fleet software dashboards. We are now looking at additional telematics integrations to support the range of products used by our fleet operator customers.

B)

EO can confirm that we are able migrate existing chargers across to EO cloud, providing the existing charge point operator allows us to access the data, and that the chargers are OCPP compliant. Adding new chargers to the EO cloud is simple and would be completed during the commissioning.

C)

EO Charging has migrated both Alfen and Schnieder ChargePoint successfully onto EO Cloud. To do this we would request the specific model numbers for each of the charger identified. Once EO have been provided with the model number we will build the appropriate testing and integration templates. Costs for this service will depend on full understanding of

D)

EO Charging can provide all the reporting requirements detailed in appendix B. Including but not limited to:

- ChargePoint ID-Vehicle ID (Vehicle Registration)
- Start date and time
- End date and time
- Total energy drawn (kWh)-Carbon (Kg)

Reporting will be provided to Defra on the first working day of the month and include all charge points.

The charge session history tool can be used to assess, analyse, and export a detailed breakdown of all charge sessions for a selected date range. This reporting tool can be accessed directly from the Charge Sessions dashboard in the hosts/operator's EO Cloud account. Every vehicle connected to a charging station is recorded, even if there is no user authentication or if authentication is declined.

The following details are recorded for every vehicle connection event (for an EO Cloud connected charging unit):

Question 12: Quality

Date and time of connection

- Duration (hours and minutes)
- Bay number / ID
- Charge point ID
- Total energy consumed (kWh)•
- Revenue generated (PAYG)
- Driver ID

Reports can be easily downloaded in .csv format to allow the fleet operator to manipulate the data and carry out more advanced analysis. EO cloud also provides Defra with information in a graphical format to track energy used, energy cost, charger status, fleet status (SOC), by time, geography, and tariff that can be used for monitoring or reporting.

EO Can confirm that we are able migrate existing chargers across to EO cloud, providing the existing charge point operator allows us to access the data, and that the chargers are OCPP compliant. Adding new chargers to the EO cloud is simple and would be completed during the commissioning.

E)

Annual subscription to EO cloud is xxx per annum per charger. Existing Chargers migrated from Genie point will incur a one-off xxxx additional test and connect charge.

F)

EO cloud is monitored by a 24/7/365-day support team, if Defra encounters issues with EO Cloud the support team will attempt to resolve the issue within 2-hours. The dedicated EO Delivery Manager will keep Defra up-to-date with progress and, where required, provide a resolution plan underpinned with robust SLAs.

G)

EO Cloud will service newly installed charge points as well as existing ones, so all units will link to the same back-office provision

Word limit: 1,000 words

Word count: 767 words

Defra Question

Supplier to manage OLEV grant funding process for installation works. Please advise how this will work and we will receive any grants applicable to the installations.?

Mitie Response

The Office for Low Emission Vehicles (OLEV), now renamed The Office for Zero Emission Vehicles (OZEV), is a team within the UK government working to support the early adoption of ultra-low emission vehicles. Their Workplace Charging Scheme grant is a voucher-based scheme designed to provide eligible applicants with support towards the upfront costs of the purchase and installation of EV charge points across their business.

If applicable and if approved the scheme will give an individual point cash contribution of **xxxx** inclusive of VAT per socket up to a maximum of 40 points for each business. The grant application process is managed via GOV.UK, details of which can be found below.

Workplace Charging Scheme guidance for applicants, installers and manufacturers - GOV.UK (www.gov.uk)

Workplace Charging Scheme application form - GOV.UK (www.gov.uk)

The grant is provided as a discount voucher on the installation element of each socket, which is redeemed by the installer upon completion of the project.

Mitie will manage on behalf of Defra, all applications for available grants for individual sites, and will advise on grant approvals or rejections. Should the grants be approved, this will be shown as a discount against the installation costs for each particular site.

Application process:

7. applicant completes online application
8. voucher generated
9. installer completes installation
10. installer submits claim via the portal
11. grant level confirmed - up to 75% of the costs, capped at **xxxx**
12. installer receives grant

Mitie commits to continuously monitoring the availability of any new government and regional grants for the duration of the contract and will ensure that these are applied for and used, where applicable, for the benefit of Defra.

All applications to relevant grants, including all associated processes, will be managed, and controlled by the dedicated Mitie appointed Defra EV project manager (As per Org Chart) for this contract. They will also advise and report on the progress of applications at agreed meetings throughout the project in line with Defra's requirements.

Mitie have successfully delivered such EV charging grant applications on behalf of a number of clients including Royal London Insurance, British nuclear fuels & Lloyd's banking group where, large scale EV projects have been implemented.

Word limit: 500

Word count: 363



Defra Question

Supplier to confirm they will manage and obtain on behalf of Defra and associated organisations, all relevant legal planning and building permissions and ensure car charging equipment is installed to current IET code of practice standards for electric vehicle charging equipment

Mitie Response

Mitie can confirm we will manage and control all applications relating to planning and building permissions on behalf of Defra. As the incumbent FM supplier we have managed multiple projects on Defra's behalf and obtained all relevant planning and building permissions.

Through our professional services supply chain, we engage with planning authorities on a large variety of works, from planning consents on new installations, to building control on building refurbishments and major upgrades.

We will work with all relevant parties to develop systems and solutions that conform to requirements and, where required, develop and modify solutions to address the requirements in order to obtain all relevant consents on behalf of Defra.

The Mitie appointed dedicated Defra EV project manager (Within Organisation chart) will control all applicable building planning and consent applications for Defra as part of standard programme of works under the contract. Where applicable he will also be assisted Mitie's Facilities team leads for specific portfolio or buildings to assist with local regulations or site knowledge. The persons listed below are dedicated Mitie/Defra employees with specific site and contract knowledge under our present facilities management contract and will share any applicable knowledge that will assist the dedicated EV Project manager in planning and building consents:

John Grayson - Head Projects Mitie Defra Contract

David West -Contract support lead-Mitie/Environment Agency Contract

Safety is Mitie's number one priority and, as part of our core values, at the forefront of everything we do. As with all projects involving electrical infrastructure, Mitie shall ensure all projects for Defra conform to the highest electrical safety standards and are only carried out by suitably trained and qualified persons.

All projects relating to the Defra EV Charging project will be delivered under these regulations including but not limited to BS 7671 – 18th Edition wiring regulations, which contains an updated Section 722 (Electric Vehicle Charging Installations) and IET Code of Practice for Electric Vehicle Charging Equipment Installation, 4th Edition.

Testing and commissioning will complete the project and all certification and product standard OMs shall be finalised and handed over as part of the project planning process for conformity and audit purposes.

As above the dedicated Mitie appointed EV project manager will control all installations and have ultimate responsibility for project implementation and conformity to our rigorous safety standards.

Word limit: 500

DPS Schedule 6 (Order Form Template and Order Schedules)
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Word count: 381

Defra Question

- A) Supplier to confirm chargers will have the ability to have multiple and distinguishable fee tariffs / car charging billing mechanism to differentiate between EA operational fleet vehicles (where there is no charge for work related mileage) and private vehicles charging on the infrastructure should private use vehicles be permitted to charge on the infrastructure in the future.
- B) Please give examples of different billing mechanism and processes to manage.

Mitie Response

A)

Using EO Cloud, the fleet manager at a site can select multiple and distinguishable fee tariffs/car charging billing mechanisms to differentiate between operational fleet vehicles and private vehicles charging on the infrastructure, see Figure below.

The figure displays two side-by-side screenshots of the EO Cloud configuration interface, illustrating different billing mechanisms for public and private vehicles.

Left Screenshot (Public Vehicle Setup):

- Options:**
 - Authentication Required: ☒
 - Who Can Use My Site: Public Drivers (dropdown)
 - RFID: ☐
 - Grace Period: Minutes 2
- Session Options:**
 - Payment Required: ☒
 - Minimum Payment: £ 0.3
 - Primary Parking Rate: £ per hour 0.1
 - Primary Rate Period: Hours 3
 - Secondary Parking Rate: £ per hour 10.00
 - Enable kWh Billing: ☐

Right Screenshot (EA Operational Fleet Setup):

- Options:**
 - Authentication Required: ☒
 - Who Can Use My Site: Private Drivers (dropdown)
 - RFID: ☒
 - Grace Period: Minutes 2
- Session Options:**
 - Payment Required: ☐

(Public Vehicle Setup and EA Operational Fleet Setup)

These images show all that is required to configure EO Cloud to recognise two ways to initiate a charge, either via an app for public vehicles, or RFID for EA operational fleet.

B)

The dedicated Project Manager (AM) will work with Defra to understand requirements for billing mechanisms and revenue generating from the chargers. Defra can generate revenue by connecting 32 EO Genius chargers to an EO Hub, which connects to our EO Cloud operating platform. Once set up, Defra is in control of the prices they set, with options to charge users per kWh or time parked in the space.

Options will be discussed with individual sites during the start-up meeting. If required the AM will support any Defra customer in making decisions, drawing on previous experience.

The PM will discuss each option, listed below, with each site detailing the revenue opportunity together with things they should consider. There maybe a future requirement to flex and change the solution dependent on site conditions. This system offers the ability to implement these changes as required.

Pay by Time

The EO Cloud can be configured to bill drivers to charge by time. There is a primary rate of £X per hour (you can specify X in the EO Cloud). It is also possible to set a secondary rate which applies after the primary time period has expired. This allows host owners to set a penalty rate, discouraging drivers from parking in the spot all day. For example, it could **xxxxxxxxxxxx**

Pay by Energy Consumed - If MID meters are installed, then it is possible to bill for energy consumed.

Pay by Energy and Time - The EO Cloud can be configured to bill drivers for time connected to the station and for energy consumed.

Importantly RFID cards are easily programmed via EO cloud, so lost or damaged cards can be replaced immediately without having to wait for replacements to be sent.

Mitie/EO can discuss all elements of fee billing and include end to end process for Defra. This will include fee transaction handling ensuring all elements are taken care of by Mitie/EO. There will be a structured process that allows generated revenue from the chargers to be transferred to Defra on an agreed timescale, Monthly/Quarterly etc. upon agreement.

The system proposed in our offer gives Defra flexibility to change requirements and charging structures both at the outset of the project and into the future. As discussed in the Innovation section the flexibility of systems and opportunity to simplify user operation is key, utilising the data behind the point will allow Defra to make business decisions based on data analytics.

Word limit: 500 words

Word count: 496 words

Order Schedule 13: (Implementation Plan and Testing)

Order Ref:

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Order Schedule 6 (ICT Services)

The Supplier Utilyx to comply with the Order Schedule 6 (ICT Services).

Order Schedule 13: (Implementation Plan and Testing)

Order Ref:

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Order Schedule 7 (Key Supplier Staff)

1.1 The Annex 1 to this Schedule lists the key roles ("**Key Roles**") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.

1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.

1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.

1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:

- 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
- 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
- 1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.

1.5 The Supplier shall:

- 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
- 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
- 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
- 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
- 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

Order Schedule 13: (Implementation Plan and Testing)

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- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

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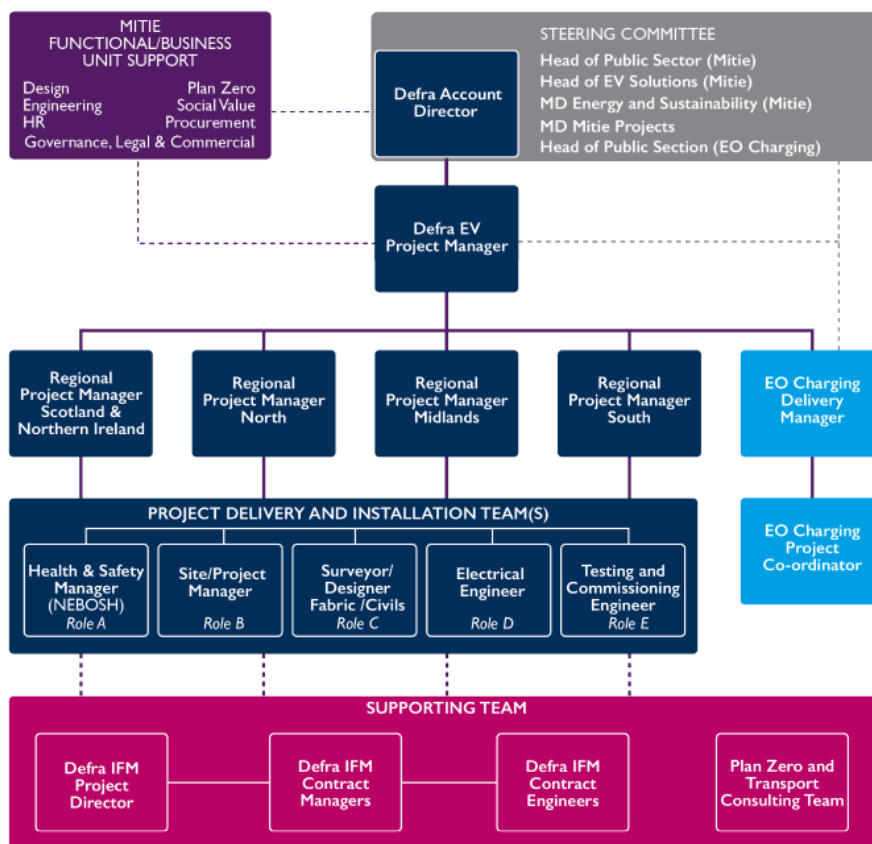
Annex 1- Key Roles

Key Role	Key Staff	Contract Details
Defra EV Project Manager	TBA	Full responsibility and accountability for programme and project delivery

For Reference & Agreement below

C)

An organogram of the immediate project delivery team, as well as relevant teams that will be supporting the project and key Steering Committee roles are shown below:



Order Schedule 13: (Implementation Plan and Testing)

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Order Schedule 8 (Business Continuity and Disaster Recovery)

The Supplier Utilyx to comply with the Order Schedule 8 (Business Continuity and Disaster Recovery)

Order Schedule 13: (Implementation Plan and Testing)

Order Ref:

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Order Schedule 9 (Security)

~~Part A: Short Form Security Requirements~~

NOT USED

Part B: Long Form Security Requirements

1. Definitions

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

"Breach of Security"

means the occurrence of:

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

in either case as more particularly set out in the security requirements in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 3.4.3 d;

"ISMS"

the information security management system and process developed by the Supplier in accordance with Paragraph 3 (ISMS) as updated from time to time in accordance with this Schedule; and

"Security Tests"

tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.

2. Security Requirements

2.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.

2.2 The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Contract will be met.

2.3 The Parties shall each appoint a security representative to be responsible for Security. The initial security representatives of the Parties are:

2.3.1 Mr John Cruise-Head of Information Security Mitie Group

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- 2.4 The Buyer shall clearly articulate its high level security requirements so that the Supplier can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.
- 2.5 Both Parties shall provide a reasonable level of access to any members of their staff for the purposes of designing, implementing and managing security.
- 2.6 The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Government Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Government Data remains under the effective control of the Supplier at all times.
- 2.7 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Buyer.
- 2.8 The Buyer and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Buyer's security provisions represents an unacceptable risk to the Buyer requiring immediate communication and co-operation between the Parties.

3. Information Security Management System (ISMS)

- 3.1 The Supplier shall develop and submit to the Buyer, within twenty (20) Working Days after the Start Date, an information security management system for the purposes of this Contract and shall comply with the requirements of Paragraphs 3.4 to 3.6.
- 3.2 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.
- 3.3 The Buyer acknowledges that;
 - 3.3.1 If the Buyer has not stipulated during a Further Competition that it requires a bespoke ISMS, the ISMS provided by the Supplier may be an extant ISMS covering the Services and their implementation across the Supplier's estate; and
 - 3.3.2 Where the Buyer has stipulated that it requires a bespoke ISMS then the Supplier shall be required to present the ISMS for the Buyer's Approval.
- 3.4 The ISMS shall:
 - 3.4.1 if the Buyer has stipulated that it requires a bespoke ISMS, be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract;
 - 3.4.2 meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph 7;
 - 3.4.3 at all times provide a level of security which:
 - (a) is in accordance with the Law and this Contract;

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- (b) complies with the Baseline Security Requirements;
 - (c) as a minimum demonstrates Good Industry Practice;
 - (d) where specified by a Buyer that has undertaken a Further Competition - complies with the Security Policy and the ICT Policy;
 - (e) complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4)(<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>);
 - (f) takes account of guidance issued by the Centre for Protection of National Infrastructure <https://www.cpni.gov.uk/>
 - (g) complies with HMG Information Assurance Maturity Model and Assurance Framework (<https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm>);
 - (h) meets any specific security threats of immediate relevance to the ISMS, the Deliverables and/or Government Data;
 - (i) addresses issues of incompatibility with the Supplier's own organisational security policies; and
 - (j) complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph 7;
- 3.4.4 document the security incident management processes and incident response plans;
- 3.4.5 document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Buyer approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and
- 3.4.6 be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Buyer in advance of issue of the relevant Security Management Plan).
- 3.5 Subject to Paragraph 2 the references to Standards, guidance and policies contained or set out in Paragraph 3.3 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.6 In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 3.3, the Supplier shall immediately notify the Buyer Representative of such inconsistency and the Buyer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.

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3.7 If the bespoke ISMS submitted to the Buyer pursuant to Paragraph 3.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the ISMS is not Approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission of the ISMS to the Buyer. If the Buyer does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph 3 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs 3.4 to 3.6 shall be deemed to be reasonable.

3.8 Approval by the Buyer of the ISMS pursuant to Paragraph 3.6 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Schedule.

4. Security Management Plan

4.1 Within twenty (20) Working Days after the Start Date, the Supplier shall prepare and submit to the Buyer for Approval in accordance with Paragraph 4 fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph 4.2.

4.2 The Security Management Plan shall:

- 4.2.1 be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan);
- 4.2.2 comply with the Baseline Security Requirements and, where specified by the Buyer in accordance with paragraph 3.4.3 d, the Security Policy;
- 4.2.3 identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Supplier;
- 4.2.4 detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that information, data and/or the Deliverables;
- 4.2.5 unless otherwise specified by the Buyer in writing, be developed to protect all aspects of the Deliverables and all processes associated with the delivery of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- 4.2.6 set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes

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- associated with the delivery of the Deliverables and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Schedule (including the requirements set out in Paragraph 3.4);
- 4.2.7 demonstrate that the Supplier's approach to delivery of the Deliverables has minimised the Buyer and Supplier effort required to comply with this Schedule through consideration of available, appropriate and practicable pan-government accredited services (for example, 'platform as a service' offering from the G-Cloud catalogue);
 - 4.2.8 set out the plans for transitioning all security arrangements and responsibilities from those in place at the Start Date to those incorporated in the ISMS within the timeframe agreed between the Parties;
 - 4.2.9 set out the scope of the Buyer System that is under the control of the Supplier;
 - 4.2.10 be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and
 - 4.2.11 be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the Deliverables and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.
- 4.3 If the Security Management Plan submitted to the Buyer pursuant to Paragraph 4.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission to the Buyer of the Security Management Plan. If the Buyer does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3 or of any change or amendment to the Security Management Plan shall not relieve the Supplier of its obligations under this Schedule.

5. Amendment of the ISMS and Security Management Plan

- 5.1 The ISMS and Security Management Plan shall be fully reviewed and updated by the Supplier and at least annually to reflect:
- 5.1.1 emerging changes in Good Industry Practice;
 - 5.1.2 any change or proposed change to the Supplier System, the Deliverables and/or associated processes;
 - 5.1.3 any new perceived or changed security threats;

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- 5.1.4 where required in accordance with paragraph 3.4.3 d, any changes to the Security Policy;
 - 5.1.5 any new perceived or changed security threats; and
 - 5.1.6 any reasonable change in requirement requested by the Buyer.
- 5.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
 - 5.2.1 suggested improvements to the effectiveness of the ISMS;
 - 5.2.2 updates to the risk assessments;
 - 5.2.3 proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and
 - 5.2.4 suggested improvements in measuring the effectiveness of controls.
- 5.3 Subject to Paragraph 5.4, any change which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to Paragraph 5.1, a Buyer request, a change to Annex 1 (Security) or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved in writing by the Buyer.
- 5.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the ISMS or Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

6. Security Testing

- 6.1 The Supplier shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Deliverables and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Buyer. Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.
- 6.2 The Buyer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Buyer with the results of such Security Tests (in a form approved by the Buyer in advance) as soon as practicable after completion of each Security Test.
- 6.3 Without prejudice to any other right of audit or access granted to the Buyer pursuant to this Contract, the Buyer and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Buyer may notify the Supplier of the results of such tests after completion of each such test. If any such Buyer's test adversely affects the Supplier's ability to deliver the

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Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Buyer's test.

- 6.4 Where any Security Test carried out pursuant to Paragraphs 6.2 or 6.3 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Buyer of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Buyer's prior written Approval, the Supplier shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Buyer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (Baseline Security Requirements) to this Schedule) or the requirements of this Schedule, the change to the ISMS or Security Management Plan shall be at no cost to the Buyer.
- 6.5 If any repeat Security Test carried out pursuant to Paragraph 6.4 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default of this Contract.

7. Complying with the ISMS

- 7.1 The Buyer shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001 and/or the Security Policy where such compliance is required in accordance with paragraph 3.4.3 d.
- 7.2 If, on the basis of evidence provided by such security audits, it is the Buyer's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy are not being achieved by the Supplier, then the Buyer shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Supplier does not become compliant within the required time then the Buyer shall have the right to obtain an independent audit against these standards in whole or in part.
- 7.3 If, as a result of any such independent audit as described in Paragraph the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Buyer in obtaining such audit.

8. Security Breach

- 8.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.

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8.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 8.1, the Supplier shall:

8.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:

- (a) minimise the extent of actual or potential harm caused by any Breach of Security;
- (b) remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Buyer Property and/or Buyer Assets and/or ISMS to the extent that this is within the Supplier's control;
- (c) apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Deliverables so as to meet the relevant Service Level Performance Indicators, the Supplier shall be granted relief against any resultant under-performance for such period as the Buyer, acting reasonably, may specify by written notice to the Supplier;
- (d) prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and
- (e) supply any requested data to the Buyer (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Buyer's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and
- (f) as soon as reasonably practicable provide to the Buyer full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.

8.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the ISMS with the Security Policy (where relevant) or the requirements of this Schedule, then any required change to the ISMS shall be at no cost to the Buyer.

9. Vulnerabilities and fixing them

9.1 The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the ICT Environment will be discovered which unless mitigated will present an unacceptable risk to the Buyer's information.

9.2 The severity of threat vulnerabilities for COTS Software shall be categorised by the Supplier as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability scoring according to the agreed method in the ISMS and using the appropriate vulnerability scoring systems including:

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- 9.2.1 the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST <http://nvd.nist.gov/cvss.cfm>); and
 - 9.2.2 Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.
- 9.3 The Supplier shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as 'Critical' within 14 days of release, 'Important' within 30 days of release and all 'Other' within 60 Working Days of release, except where:
- 9.3.1 the Supplier can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service) provided vulnerabilities which the Supplier asserts cannot be exploited within the context of a Service must be remedied by the Supplier within the above timescales if the vulnerability becomes exploitable within the context of the Service;
 - 9.3.2 the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Buyer; or
 - 9.3.3 the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the ISMS.
- 9.4 The Specification and Mobilisation Plan (if applicable) shall include provisions for major version upgrades of all COTS Software to be upgraded within 6 Months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the 'n-1 version') throughout the Term unless:
- 9.4.1 where upgrading such COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation techniques, provided always that such upgrade is made within 12 Months of release of the latest version; or
 - 9.4.2 is agreed with the Buyer in writing.
- 9.5 The Supplier shall:
- 9.5.1 implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Central Government Body;
 - 9.5.2 ensure that the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;
 - 9.5.3 ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment by actively monitoring the threat landscape during the Contract Period;
 - 9.5.4 pro-actively scan the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) for vulnerable

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components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 3.3.5;

- 9.5.5 from the date specified in the Security Management Plan provide a report to the Buyer within five (5) Working Days of the end of each Month detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;
 - 9.5.6 propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;
 - 9.5.7 remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment); and
 - 9.5.8 inform the Buyer when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the ICT Environment and provide initial indications of possible mitigations.
- 9.6 If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under this Paragraph 9, the Supplier shall immediately notify the Buyer.
- 9.7 A failure to comply with Paragraph 9.3 shall constitute a Default, and the Supplier shall comply with the Rectification Plan Process.

Part B – Annex 1:

Baseline security requirements

1. Handling Classified information

- 1.1 The Supplier shall not handle Buyer information classified SECRET or TOP SECRET except if there is a specific requirement and in this case prior to receipt of such information the Supplier shall seek additional specific guidance from the Buyer.

2. End user devices

- 2.1 When Government Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the National Cyber Security Centre ("NCSC") to at least Foundation Grade, for example, under the NCSC Commercial Product Assurance scheme ("CPA").
- 2.2 Devices used to access or manage Government Data and services must be under the management authority of Buyer or Supplier and have a minimum set of security policy configuration enforced. These devices must be placed into a 'known good' state prior to being provisioned into the management authority of the Buyer. Unless otherwise agreed with the Buyer in writing, all Supplier devices are expected to meet the set of security requirements set out in the End User Devices Security Guidance (<https://www.ncsc.gov.uk/guidance/end-user-device-security>). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Buyer and a joint decision shall be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from the NCSC guidance, then this should be agreed in writing on a case by case basis with the Buyer.

3. Data Processing, Storage, Management and Destruction

- 3.1 The Supplier and Buyer recognise the need for the Buyer's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must be able to state to the Buyer the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Government Data will be subject to at all times.
- 3.2 The Supplier shall agree any change in location of data storage, processing and administration with the Buyer in accordance with Clause 14 (Data protection).
- 3.3 The Supplier shall:
 - 3.3.1 provide the Buyer with all Government Data on demand in an agreed open format;
 - 3.3.2 have documented processes to guarantee availability of Government Data in the event of the Supplier ceasing to trade;
 - 3.3.3 securely destroy all media that has held Government Data at the end of life of that media in line with Good Industry Practice; and

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- 3.3.4 securely erase any or all Government Data held by the Supplier when requested to do so by the Buyer.

4. Ensuring secure communications

- 4.1 The Buyer requires that any Government Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by NCSC, to at least Foundation Grade, for example, under CPA.
- 4.2 The Buyer requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

5. Security by design

- 5.1 The Supplier shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Government Data.
- 5.2 When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or NCSC certification (<https://www.ncsc.gov.uk/section/products-services/ncsc-certification>) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier).

6. Security of Supplier Staff

- 6.1 Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.
- 6.2 The Supplier shall agree on a case by case basis Supplier Staff roles which require specific government clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Government Data.
- 6.3 The Supplier shall prevent Supplier Staff who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Government Data except where agreed with the Buyer in writing.
- 6.4 All Supplier Staff that have the ability to access Government Data or systems holding Government Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.
- 6.5 Where the Supplier or Subcontractors grants increased ICT privileges or access rights to Supplier Staff, those Supplier Staff shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.

7. Restricting and monitoring access

- 7.1 The Supplier shall operate an access control regime to ensure all users and administrators of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) are uniquely identified and authenticated when accessing or administering the Services. Applying the 'principle of least privilege', users and administrators shall be allowed access only to those parts of the ICT Environment that they require. The Supplier shall retain an audit record of accesses.

8. Audit

- 8.1 The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:
- 8.1.1 Logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the Deliverables allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.
 - 8.1.2 Security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account log-on and log-off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.
- 8.2 The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the ICT Environment.
- 8.3 The Supplier shall retain audit records collected in compliance with this Paragraph 8 for a period of at least 6 Months.

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Part B – Annex 2 - Security Management Plan

- 8.3.1 A full detailed Defra specific security management plan will be provided under agreement with Mr John Cruise-Head of Information Security Mitie Group & Defra agreed lead (2.3.1) within 21 days of contract award as part of the specific EV project Mobilisation plan

Order Schedule 10 (Exit Management)

9. Definitions

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

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the DPS Application or Order Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier in connection with the Deliverables but which are also used by the Supplier for other purposes;
"Registers"	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of this Schedule;

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"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

10. Supplier must always be prepared for contract exit

- 10.1 The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 10.2 During the Contract Period, the Supplier shall promptly:
 - 10.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
 - 10.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables
("Registers").
- 10.3 The Supplier shall:
 - 10.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
 - 10.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

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- 10.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

11. Assisting re-competition for Deliverables

- 11.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").
- 11.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 11.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 11.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

12. Exit Plan

- 12.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.
- 12.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 12.3 The Exit Plan shall set out, as a minimum:
- 12.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
 - 12.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
 - 12.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
 - 12.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;

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- 12.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
 - 12.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
 - 12.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
 - 12.3.8 proposals for the disposal of any redundant Deliverables and materials;
 - 12.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
 - 12.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 12.4 The Supplier shall:
- 12.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every six (6) months throughout the Contract Period; and
 - (b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
 - (d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and
 - 12.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 12.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 12.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

13. Termination Assistance

- 13.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a **"Termination Assistance Notice"**) at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
 - 13.1.1 the nature of the Termination Assistance required; and

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- 13.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables.
- 13.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- 13.3 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

14. Termination Assistance Period

- 14.1 Throughout the Termination Assistance Period the Supplier shall:
 - 14.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
 - 14.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
 - 14.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
 - 14.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
 - 14.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
 - 14.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 14.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 14.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

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15. Obligations when the contract is terminated

- 15.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 15.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
 - 15.2.1 vacate any Buyer Premises;
 - 15.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
 - 15.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
 - (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
 - (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
- 15.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

16. Assets, Sub-contracts and Software

- 16.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:
 - 16.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
 - 16.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.
- 16.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:
 - 16.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
 - 16.2.2 which, if any, of:
 - (a) the Exclusive Assets that are not Transferable Assets; and
 - (b) the Non-Exclusive Assets,

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the Buyer and/or the Replacement Supplier requires the continued use of;
and

16.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the **"Transferring Contracts"**),

in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

16.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.

16.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.

16.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:

16.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

16.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.

16.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.

16.7 The Buyer shall:

16.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

16.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

16.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.

16.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph

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8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

17. No charges

- 17.1 Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

18. Dividing the bills

- 18.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:
- 18.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;
 - 18.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
 - 18.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

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Order Schedule 11 (Installation Works)

DPS Ref: RM6213

Project Version: v2.0 1

Model Version: v1.0

Order Schedule 11 (Installation Works)

1. When this Schedule should be used

1.1. This Schedule is designed to provide additional provisions necessary to facilitate the provision of Deliverables requiring installation by the Supplier.

2. How things must be installed

2.1. Where the Supplier reasonably believes, it has completed the Installation Works it shall notify the Buyer in writing. Following receipt of such notice, the Buyer shall inspect the Installation Works and shall, by giving written notice to the Supplier:

2.1.1. accept the Installation Works, or

2.1.2. reject the Installation Works and provide reasons to the Supplier if, in the Buyer's reasonable opinion, the Installation Works do not meet the requirements set out in the Order Form (or elsewhere in this Contract).

2.2. If the Buyer rejects the Installation Works in accordance with Paragraph 2.1.2, the Supplier shall immediately rectify or remedy any defects and if, in the Buyer's reasonable opinion, the Installation Works do not, within five (5) Working Days of such rectification or remedy, meet the requirements set out in the Order Form (or elsewhere in this Contract), the Buyer may terminate this Contract for material Default.

2.3. The Installation Works shall be deemed to be completed when the Supplier receives a notice issued by the Buyer in accordance with Paragraph 2.2.1

Notwithstanding the acceptance of any Installation Works in accordance

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with Paragraph 2.2), the Supplier shall remain solely responsible for ensuring that the Goods and the Installation Works conform to the specification in the Order Form (or elsewhere in this Contract). No rights of estoppel or waiver shall arise as a result of the acceptance by the Buyer of the Installation Works.

2.4. Throughout the Contract Period, the Supplier shall have at all times all licences, approvals and consents necessary to enable the Supplier and the Supplier Staff to carry out the Installation Works.

Call off process

Contracting Authority (Defra Group Property Build Team) will engage with the supplier to assess sites in scope for works and the requirements at each of the sites.

Contracting Authority (Defra Group Property Build Team) to agree sites in scope and requirements at each site and provide confirmation back to supplier that detailed designs and surveys can commence.

Supplier to provide Contracting Authority (Defra Group Property Build Team) detailed designs / surveys / scope of works / specifications / programme of works, along with costings in accordance with the agreed schedule of rates to carry out works at specific sites.

Defra Group Property Build Team to review the documents provided and confirm if award for Call Off Contract can commence. Notification to the Supplier will be sent (including electronically) an approval followed by relevant Purchase Order.

The Purchase Order confirms appointment of the works and works will not start until Purchase Order in place.

The Supplier will provide the goods and/or services in accordance with the terms of the call-off contract.

The Contracting Authority will pay the Supplier the amount due in accordance with the terms of the call off agreement and per documents above.

All of the above document exchange must be done via email for audit purposes. Defra Group Property Build Team will need to keep the emails for audit and reference purposes.

Only Defra Group Property will agree to award works under this Framework and any requirements, communication or call off must come via this route.

Parties agree that any document or communication which is not as described in this paragraph shall not constitute a Call Off Contract under this Agreement.

Order Schedule 13 (Implementation Plan and Testing)

Part A - Implementation

19. Definitions

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

"Delay"	a) a delay in the Achievement of a Milestone by its Milestone Date; or b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
"Deliverable Item"	an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan;
"Implementation Period"	has the meaning given to it in Paragraph 7.1;
"Milestone Payment"	a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone.

20. Agreeing and following the Implementation Plan

- 20.1 A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan 21 days after the Order Start Date.
- 20.2 The draft Implementation Plan:
- 20.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and
 - 20.2.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 20.3 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 20.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.

- 20.5 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

21. Reviewing and changing the Implementation Plan

- 21.1 Subject to Paragraph 4.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.
- 21.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 21.3 Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.
- 21.4 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a material Default.

22. Security requirements before the Start Date

- 22.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Order Start Date. The Supplier shall ensure that this is reflected in their Implementation Plans.
- 22.2 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.
- 22.3 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.
- 22.4 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Order Contract.
- 22.5 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.
- 22.6 If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

23. What to do if there is a Delay

- 23.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
 - 23.1.1 notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
 - 23.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;
 - 23.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
 - 23.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

24. Compensation for a Delay

- 24.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:
 - 24.1.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;
 - 24.1.2 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:
 - (a) the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or
 - (b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;
 - 24.1.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;
 - 24.1.4 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and
 - 24.1.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

25. Implementation Plan

- 25.1 The Implementation Period will be a six (6) Month period.

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- 25.2 During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Order Start Date or as otherwise formally agreed with the Buyer. The Supplier's full service obligations shall formally be assumed on the Order Start Date as set out in Order Form.
- 25.3 In accordance with the Implementation Plan, the Supplier shall:
 - 25.3.1 work cooperatively and in partnership with the Buyer, incumbent supplier, and other DPS Supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
 - 25.3.2 work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
 - 25.3.3 liaise with the incumbent Supplier to enable the full completion of the Implementation Period activities; and
 - 25.3.4 produce an Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.
- 25.4 The Implementation Plan will include detail stating:
 - 25.4.1 how the Supplier will work with the incumbent Supplier and the Buyer Authorised Representative to capture and load up information such as asset data; and
 - 25.4.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.
- 25.5 In addition, the Supplier shall:
 - 25.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
 - 25.5.2 mobilise all the Services specified in the Specification within the Order Contract;
 - 25.5.3 produce a Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:
 - (a) the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and
 - (b) the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of

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its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

- 25.5.4 manage and report progress against the Implementation Plan;
- 25.5.5 construct and maintain a Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
- 25.5.6 attend progress meetings (frequency of such meetings shall be as set out in the Order Form) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
- 25.5.7 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.

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Annex 1: Implementation Plan

The Implementation Plan is set out below and the Milestones to be Achieved are identified below:

Milestone	Deliverable Items	Duration	Milestone Date	Buyer Responsibilities	Milestone Payments	Delay Payments
<p>The Milestones will be Achieved in accordance with this Order Schedule 13: (Implementation Plan and Testing)</p> <p>For the purposes of Paragraph 24.1.2 the Delay Period Limit shall be 2 days</p> <p>Utilx refer back to the "Defra project programme" in tender response 2.1.2, where Utilyx outline an indicative project plan.</p> <p>Key milestones include:</p> <ul style="list-style-type: none">- Finalisation of mobilisation activities- Finalisation of all site surveys- Finalisation of all site installations- Completion and handover <p>Utilyx will work with Defra to determine the most suitable milestone payments at contract award, in conjunction between Utilyx project manager and the Defra team.</p>						

Part B - Testing

26. Definitions

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

"Component"	any constituent parts of the Deliverables;
"Material Test Issue"	a Test Issue of Severity Level 1 or Severity Level 2;
"Satisfaction Certificate"	a certificate materially in the form of the document contained in Annex 2 issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;
"Severity Level"	the level of severity of a Test Issue, the criteria for which are described in Annex 1;
"Test Issue Management Log"	a log for the recording of Test Issues as described further in Paragraph 8.1 of this Schedule;
"Test Issue Threshold"	in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
"Test Reports"	the reports to be produced by the Supplier setting out the results of Tests;
"Test Specification"	the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6 of this Schedule;
"Test Strategy"	a strategy for the conduct of Testing as described further in Paragraph 3 of this Schedule;
"Test Success Criteria"	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Schedule;
"Test Witness"	any person appointed by the Buyer pursuant to Paragraph 9 of this Schedule; and
"Testing Procedures"	the applicable testing procedures and Test Success Criteria set out in this Schedule.

27. How testing should work

- 27.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.
- 27.2 The Supplier shall not submit any Deliverable for Testing:
 - 27.2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;
 - 27.2.2 until the Buyer has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and
 - 27.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).
- 27.3 The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.
- 27.4 Prior to the issue of a Satisfaction Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

28. Planning for testing

- 28.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Start Date but in any case no later than twenty (20) Working Days after the Start Date.
- 28.2 The final Test Strategy shall include:
 - 28.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;
 - 28.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
 - 28.2.3 the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;
 - 28.2.4 the procedure to be followed to sign off each Test;
 - 28.2.5 the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;
 - 28.2.6 the names and contact details of the Buyer and the Supplier's Test representatives;
 - 28.2.7 a high level identification of the resources required for Testing including Buyer and/or third party involvement in the conduct of the Tests;
 - 28.2.8 the technical environments required to support the Tests; and
 - 28.2.9 the procedure for managing the configuration of the Test environments.

29. Preparing for Testing

- 29.1 The Supplier shall develop Test Plans and submit these for Approval as soon as practicable but in any case no later than twenty (20) Working Days prior to the start date for the relevant Testing as specified in the Implementation Plan.
- 29.2 Each Test Plan shall include as a minimum:
 - 29.2.1 the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied; and
 - 29.2.2 a detailed procedure for the Tests to be carried out.
- 29.3 The Buyer shall not unreasonably withhold or delay its approval of the Test Plan provided that the Supplier shall implement any reasonable requirements of the Buyer in the Test Plan.

30. Passing Testing

- 30.1 The Test Success Criteria for all Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph 4.

31. How Deliverables will be tested

- 31.1 Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 10 Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).
- 31.2 Each Test Specification shall include as a minimum:
 - 31.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Buyer and the extent to which it is equivalent to live operational data;
 - 31.2.2 a plan to make the resources available for Testing;
 - 31.2.3 Test scripts;
 - 31.2.4 Test pre-requisites and the mechanism for measuring them; and
 - 31.2.5 expected Test results, including:
 - (a) a mechanism to be used to capture and record Test results; and
 - (b) a method to process the Test results to establish their content.

32. Performing the tests

- 32.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.
- 32.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the

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relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.

- 32.3 The Supplier shall notify the Buyer at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests.
- 32.4 The Buyer may raise and close Test Issues during the Test witnessing process.
- 32.5 The Supplier shall provide to the Buyer in relation to each Test:
 - 32.5.1 a draft Test Report not less than 2 Working Days prior to the date on which the Test is planned to end; and
 - 32.5.2 the final Test Report within 5 Working Days of completion of Testing.
- 32.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
 - 32.6.1 an overview of the Testing conducted;
 - 32.6.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;
 - 32.6.3 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
 - 32.6.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1; and
 - 32.6.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 32.7 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.
- 32.8 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
- 32.9 If the Supplier successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.

33. Discovering Problems

- 33.1 Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.
- 33.2 The Supplier shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the

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current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to the Buyer upon request.

- 33.3 The Buyer shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.

34. Test witnessing

- 34.1 The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 34.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 34.3 The Test Witnesses:
- 34.3.1 shall actively review the Test documentation;
 - 34.3.2 will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
 - 34.3.3 shall not be involved in the execution of any Test;
 - 34.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
 - 34.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;
 - 34.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
- 34.4 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

35. Auditing the quality of the test

- 35.1 The Buyer or an agent or contractor appointed by the Buyer may perform on-going quality audits in respect of any part of the Testing (each a **"Testing Quality Audit"**) subject to the provisions set out in the agreed Quality Plan.
- 35.2 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 35.3 The Buyer will give the Supplier at least 5 Working Days' written notice of the Buyer's intention to undertake a Testing Quality Audit.

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- 35.4 The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Buyer to enable it to carry out the Testing Quality Audit.
- 35.5 If the Testing Quality Audit gives the Buyer concern in respect of the Testing Procedures or any Test, the Buyer shall prepare a written report for the Supplier detailing its concerns and the Supplier shall, within a reasonable timeframe, respond in writing to the Buyer's report.
- 35.6 In the event of an inadequate response to the written report from the Supplier, the Buyer (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Buyer.

36. Outcome of the testing

- 36.1 The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 36.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:
 - 36.2.1 the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;
 - 36.2.2 the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
 - 36.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 36.3 The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.
- 36.4 The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
 - 36.4.1 the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
 - 36.4.2 performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.
- 36.5 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).

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- 36.6 If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues any other reasons for the relevant Milestone not being Achieved.
- 36.7 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate.
- 36.8 If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 36.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
 - 36.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Buyer within 10 Working Days of receipt of the Buyer's report pursuant to Paragraph 10.5); and
 - 36.9.2 where the Buyer issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

37. Risk

- 37.1 The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:
 - 37.1.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Buyer's requirements for that Deliverable or Milestone; or
 - 37.1.2 affect the Buyer's right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.

Annex 1: Test Issues – Severity Levels

1. Severity 1 Error

- 1.1 This is an error that causes non-recoverable conditions, e.g. it is not possible to continue using a Component.

2. Severity 2 Error

- 2.1 This is an error for which, as reasonably determined by the Buyer, there is no practicable workaround available, and which:
 - 2.1.1 causes a Component to become unusable;
 - 2.1.2 causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or
 - 2.1.3 has an adverse impact on any other Component(s) or any other area of the Deliverables;

3. Severity 3 Error

- 3.1 This is an error which:
 - 3.1.1 causes a Component to become unusable;
 - 3.1.2 causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
 - 3.1.3 has an impact on any other Component(s) or any other area of the Deliverables;but for which, as reasonably determined by the Buyer, there is a practicable workaround available;

4. Severity 4 Error

- 4.1 This is an error which causes incorrect functionality of a Component or process, but for which there is a simple, Component based, workaround, and which has no impact on the current Test, or other areas of the Deliverables; and

5. Severity 5 Error

- 5.1 This is an error that causes a minor problem, for which no workaround is required, and which has no impact on the current Test, or other areas of the Deliverables.

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Annex 2: Satisfaction Certificate

To be completed as and when required

To: insert name of Supplier

From: insert name of Buyer

insert Date dd/mm/yyyy

Dear Sirs,

Satisfaction Certificate

Deliverable/Milestone(s): Insert relevant description of the agreed Deliverables/Milestones.

We refer to the agreement ("**Order Contract**") Bravo 30319 relating to the provision of Car Charging Infrastructure & Associated Services between Defra ("**Buyer**") and Utiyix Ltd. ("**Supplier**") dated *insert Order Start Date* dd/mm/yyyy.

The definitions for any capitalised terms in this certificate are as set out in the Order Contract.

We confirm that all the Deliverables relating to contract 30319 Car Charging Infrastructure & Associated Services from the Implementation Plan have been tested successfully in accordance with the Test Plan or that a conditional Satisfaction Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria.

OR

This Satisfaction Certificate is granted on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.

You may now issue an invoice in respect of the Milestone Payment associated with this Milestone in accordance with Clause 4 (Pricing and payments).

Yours faithfully

insert Name

insert Position

acting on behalf of insert name of Buyer

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Order Schedule 14 (Service Levels)

6. Definitions

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

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

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

- 7.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 7.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 7.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 7.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
- 7.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
- 7.4.2 the Service Level Failure:
- (a) exceeds the relevant Service Level Threshold;
 - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
 - (c) results in the corruption or loss of any Government Data; and/or

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- (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or

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

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

7.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;

7.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and

7.5.3 there is no change to the Service Credit Cap.

8. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

8.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and

8.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("Compensation for Critical Service Level Failure"),

provided that the operation of this paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

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Part A: Service Levels and Service Credits

9. Service Levels

If the level of performance of the Supplier:

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

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

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

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

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

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

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

10. Service Credits

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

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

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Annex A to Part A: Services Levels and Service Credits Table

Service Levels				Service Credit for each Service Period
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	
Acknowledgment of charger fault	Charger uptime	Time to acknowledge a fault	Within 30 mins of fault reported (typically within 5 mins)	
Remote fixing of charger fault	<ul style="list-style-type: none">• Charger uptime• Remote vs on-site interventions	Time to resolve a fault remotely	Within 1 hour if remote fix is possible	
Charge fault issue resolution – critical	Charger uptime	Time to resolve fault with on-site engineer	Within 4 hours from issue being raised, including travel time	

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Service Levels				Service Credit for each Service Period
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	
Charge fault issue resolution – med/low priority	Charger uptime	Time to resolve fault with on-site engineer	Within 24 hours from issue being raised, including travel time	
Faulty charger replacement	<ul style="list-style-type: none">• Charger uptime• Time to replace	Time to replace a faulty charger	Within 48 hrs from when fault raised – 24h for new unit dispatch and 24h for item to be received on site	
Charger uptime	<ul style="list-style-type: none">• Minimum charger uptime	Minimum charger uptime level across the network	99% uptime across the network	
Charger uptime at specific site	Minimum number of chargers operational	Minimum number of chargers operational	At least 95% of chargers will be operational at any given time	Example service credit: If more than 5% of chargers are not operational in a specific site, an amount equal to xxxx per each partial or full day per each EO charging station will be credited, beyond the 5% threshold. For example: If a site with 100 charging stations in the EO

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Service Levels				Service Credit for each Service Period
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	
				Charging Package had 7 charging stations that were unable to Dispense Charge, xxxxxx in Service Credits would be owed to {Partner} for each partial or full day the charging stations are unable to Dispense Charge.

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Service Levels	
During installation	Service failure
Initial design/feasibility - location of CP	<10 days failure to provide initial design on location of charge point following site visit
Detailed design surveys	<14 days failure to provide detailed design following client acceptance of initial design
Programme to client in MPOL by Principal contractor	< 10 days failure to provide waterfall programme showing accurate sequencing of all sites and tasks covering the programme on sites
CPP	< 10 days failure to provide construction phase plan to commence programme of works on site
Access to back office	< 7 days failure to provide client log on to Geniepoint platform for 3 staff members of Defra/EA staff
Commissioning/O&M	<10 days failure to provide commissioning certificate and full O&M documentation as per tendered requirements upon completion of site unit commissioning.
Commissioning	< 7 days failure of unit being fully operational and usable by drivers
Monitoring/reporting	< 7 days failure to provide monthly MI reporting within 7 days of final unit being installed to contacts as detailed in tendered requirements.
Resource	<28 days fail to provide adequate resource to complete the programme to timescales affecting delivery by more than 1 month
Fault rectification	< 14 days failure to remediate faults during installation following client notification in writing headed "defect + site name"
Invoicing Monthly as per payment plan	<3 days failure to provide invoices within 3 days of calendar month.
Post installation	
Planned maintenance/servicing	< 14 months failure to undertake planned maintenance visit from date of final unit being installed "deemed as practical completion" Planned maintenance as per Defra schedule
Reports	<14 days failure to provide planned maintenance reports following site visits
Fault reporting remote fix	within 24 hours of client reporting to Geniepoint
Reactive maintenance Low/Med/High priority	< 5 days failure to send appropriately qualified EV electrician to remediate faults of any charge point unit covered under PICD contract schedule.

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	<14 days failure to generate quotes for repair outside warranty period
Reports	<14 days failure to provide reactive maintenance reports following site visits
Priorities deemed as Low Medium High	<i>High Code 1 danger/risk to staff (2-4 hour response time required)</i>
	<i>Medium - Code 2 unit out of order but no risk to public (24-48 hour response time)</i>
	<i>Low - Code 3 Superficial/cosmetic damage (within 5 working days)</i>

The Service Credits shall be calculated on the basis of the following formula:

Example:

Formula: $x\% (\text{Service Level Performance Measure}) - x\% (\text{actual Service Level performance})$	=	$x\%$ of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer
Worked example: 98% (e.g. Service Level Performance Measure requirement for accurate and timely billing Service Level) - 75% (e.g. actual performance achieved against this Service Level in a Service Period)	=	23% of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer

Part B: Performance Monitoring

11. Performance Monitoring and Performance Review
 - 11.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
 - 11.2 The Supplier shall provide the Buyer with performance monitoring reports ("Performance Monitoring Reports") in accordance with the process and timescales agreed pursuant to paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 11.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 11.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 11.2.3 details of any Critical Service Level Failures;
 - 11.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 11.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 11.2.6 such other details as the Buyer may reasonably require from time to time.
 - 11.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("Performance Review Meetings") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - 11.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 11.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 11.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
 - 11.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
 - 11.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

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12. Satisfaction Surveys

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

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DPS Order Schedule 15 Order contract management

Agreed timings and locations of contract boards to be agreed by both parties within Mobilisation plan. Utiylx commit to any schedule required by Defra. Utiylx also refer back to our tender response on communication planning and scheduling re 2.1.2

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Order Schedule 16 (Benchmarking)

The Supplier Utiylx committed to comply with the terms in Order Schedule 16 (Benchmarking)

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Order Schedule 18 (Background Checks)

This Schedule should be used where Supplier Staff must be vetted before working on the Contract. Two out of the team on site should be vetted at the Counter Terrorist Check (CTC) level, other staff should have the Baseline Personnel Security Standard (BPSS) vetting.

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Order Schedule 20 (Order Specification)

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

The Requirement & Specification

The contract is to provide an end to end (turnkey solution) to increase electric vehicle car charging infrastructure, with fast, rapid, vehicle to grid and sustainable solar car port/battery storage sockets. The contract will provide full end to end vehicle solution (design and build) for outright purchase including integration of new and existing charge points to a single back office data network provider.

The solution requires consultancy services for site surveys, detailed design planning/building permissions for particular installation sites. Assessing current electrical infrastructure and establishing if adequate capacity available or taking appropriate measures to ensure sufficient supply. Migrating back office data network with new and existing charge points to a single back office network. Implementation works for electrical connections, electrical work to install switchgear / control equipment, builders work for cable routes including duct trenches and reinstatement of surfaces, provision of specialist charging equipment and installation works, installation of solar or battery equipment if required, protective barriers to prevent damage to specialist charging equipment, signs and road markings, maintenance and monitoring of specialist charging equipment (including back office data network) to ensure the vehicle charging facilities are operating at optimal capacity and assistance securing government grant funding. Also, to have multiple and distinguishable fee tariffs / car charging billing mechanism to be able to easily identify EA operational vehicles charging on the infrastructure with the ability for private use vehicles to charge in the future should this become a requirement. With ease of reporting to be able to identify and manage this. This procurement will seek a Supplier that has the capability to provide the completed End to End Solution to manage the complex interfaces between these services, supplies and works.

The work required under the contract is 8 fold:

1. Supplier to undertake detailed design surveys of the Defra Family sites as specified by Fleet (ChargePoint Planner) and advise if the desired number of charge points are achievable. 578 sockets by 2025 & a further 809 sockets required 2025-2030. *Note 2025-2030 will sit outside of this contract.
2. Installation of up to 578 car charging sockets at 117 sites over the contract. Supplier to undertake the design and installation of car charging facilities within a programme that will identify sites requiring new or enhanced facilities. Once the surveys and design proposals are accepted into the project delivery programme, the Project Manager will issue instructions for the installation works to commence. This includes full scope of works (end to end delivery) including electrical connections / control equipment, builders work for cable routes / duct trenches and reinstatement of surfaces, protective barriers to prevent damage to specialist charging equipment, signs and road markings, linking installation to back office data network for maintenance / monitoring / reporting.
3. Management of OLEV rebate for workplace car charging sockets.
4. Internal back office data network service from commencement of contract however to be planned in line with the expiry of existing contract not to have 2 contracts running in

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tandem. The contract will include commissioning and migration of existing data. Back office network operator will be compatible with existing and new charge points. We require a single back office data network with the same reporting capabilities as present.

5. Consultancy service as required supporting feasibility/data analysis on sustainable infrastructure and detailed site gap analysis for improved network coverage of charge points to 2025.
6. Product warranty for 3 years from the date of “acceptance” of the vehicle charging installation phase and will form part of reactive maintenance contract.
7. Management of all relevant legal planning and building permissions and ensure car charging equipment is installed to current IET code of practice standards for electric vehicle charging equipment standards.
8. Ability to have multiple and distinguishable Fee tariffs /car charging billing mechanism to differentiate between EA operational fleet vehicles and private vehicles charging on the infrastructure should private usage vehicles be permitted to charge on the infrastructure in the future – (financial) owner DgP Run. This forms part of a wider business strategy as private use vehicles charging on the infrastructure has the ability for revenue generation. This is out of scope for this exercise.

Product specification

- FAST CAR CHARGER (SINGLE & THREE-PHASE) SEE SPECIFICATION
- RAPID CAR CHARGER SEE SPECIFICATION
- RAPID VEHICLE-TO-GRID (V2G) CAR CHARGER SEE SPECIFICATION
- SOLAR CARPORT SEE SPECIFICATION

Product life: 10 year life span

Quality standards (EA “As built” Quality acceptance)

- General Surface mounted fittings/accessories (Cables cleated or cable tray)
- Distribution boards Circuit breaker with integral RCD/RCBO
- Control boxes Cables bottom entry into unit
- Labelling yellow/black/yellow or red/white/red traffolyte hazard label Danger (XX) volts - isolate before opening
- Identify earthing arrangements (TT/PME/TN)

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- Trenching All trenching for cabling must be minimum depth 450mm and filled with washed sand, loam, or sifted soil under and over the cable before backfilling buried cables.
- Cable ducts & trunking allowance of 25% capacity for future cabling
- Cable installation The bending radius of a cable must not be less than the manufacturer's recommended minimum.
- Cable Identification Cable must be fit with durable identification bands at each end (at all points where it enters or leaves the building and change in direction)
- Certificate To supply all relevant certificates as per IET wiring BS 7671 regulations
- Earth electrode Test to be recorded as per site specific risk assessment
- Testing/inspection Charge point commissioning certificate with back office data check

Site survey

A site survey must include (Design, calculations, Site photos, drawings, site specific risk assessment and quotation) and emailed to the Project Manager within 10 working days of the site visit project manager will be confirmed with supporting e-mail address and contact details. Detailed site survey information required as below.

Initial Design Quality acceptance

The vehicle charging equipment must be supplied from a TT supply provided that:

- A suitable advisory label must be provided at the origin of every circuit supplied from a TT system stating that this must not be connected to a PME earthing facility.
- an appropriately sized single source supply for the car-charging system whether feeding a single or dual socket system. Dual 230 volt supplies from the Environment Agency origin of supply are not acceptable.
- an appropriately rated in line isolator between the car-charging circuit, that breaks the line and neutral supply between origin of supply and the primary car-charging system control panel.
- The Contractor shall use AMtech or similar proprietary design software to complete the design.
- The chargers should be mode 3 "intelligent" chargers as detailed in the IET Code of Practice for Electric Vehicle Charging Equipment or better.

Calculations (must be supplied in whatever format acceptable ie (Amtec).

- Load calculations contractor should not make any allowance for diversity
- Protective device Schedules
- Discrimination schedules
- Earth fault loop impedance calculations
- Voltage drop calculations
- Cable sizing

Drawings/Photos

- Site layout drawings, showing location of the equipment (as a minimum earth electrodes, distribution boards, isolators, charging equipment and routing of cables)
- Existing site distribution drawings must be amended to reflect the Electric Vehicle charging point installation.

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- Photos showing location of existing charge point and location of newly proposed charge point together with annotated line showing underground cable and ducting routes from distribution board to charge point.
- Full detailed technical design drawings and documentation as required by the British Standards 7671 or IET code of practice 4th edition.

Site specific risk assessment/method statement

Suppliers must produce a site specific risk assessment and method statement for each site location and include the following:-

- Identify the main risks involved and appropriate control measures
- Earth electrode test to be recorded
- Complete a designers risk assessment detailing any residual risks arising from the as built installation.
- assessment for touch voltage
- clear identification of sites where there are power restrictions to meet the requirements for a fast charge. What measures can be done to overcome this.
- Voltage Optimisation (VO) units. A check should be made with the vehicle charger manufacturer to determine the impact of reduced voltage on charger performance, this must be detailed in the Contractors design
- Distribution Network Operator (DNO) is notified if the load is expected to be above 13.8 kVA. The Contractor should note that the minimum for each site is one dual unit charger, with each outlet rated at 7kW (Total 14 kW). If the minimum requirement cannot be met, identify or site not suitable provide a reason why to the principal client;
- IT servers contractors must identify any impact on servers which require 30 day down time notification. The contractor must discuss these requirements with the Client who will advise on a convenient date for the servers to be powered down and powered up.
- Standby generators contractors must identify if their works impact or has the potential to impact on site standby generators installed at offices or depot locations. The contractor must take into consideration the loading requirements of the generator and whether it has the capacity to supply the additional loading of the electric vehicle charging points.

Quotation/Pricing Schedule (Attachment 5)

We would like to establish base costs for certain elements of works. Please complete pricing schedule Attachment 5 with this information. All pricing to remain fixed for 1 year.

a) The contract requires data management (back office provision) for the duration of the contract, capability to monitor network usage, electric consumption, provide fault finding and data reporting and access for 3 users with support training. Please provide the annual cost for this.

b) The contract must include bay painting of each charge point space (green with white charge point logo) with relevant signage as required.

c) The contract must include crash barrier protection for floor mounted units. Wall mounted units must be protected where there is a risk of vehicle strike.

d) The supplier must remove any waste generated as part of their activities in accordance with current waste legislation.

e) Warranty requirements for 3 years from date of installation for equipment and installation plus extended warranty where applicable. Installation linked to back office network for monitoring and reporting.

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f) Maintenance – 1 year maintenance cost per charge point (required after the date of warranty expiry of all fully installed charge points)

g) Provide a cost to migrate the existing charge points back office network circa 211 installed as of Jan 21 to your preferred back office provider and confirm we can operate like now on a single back office provision network.

Installation

The Contractor will be issued with an Electrical Safety Agreement covering all sites by an Environment Agency Electrical Authorised Person (MEICA). The Contractor should note that no live working is allowed under this contract. All work involving direct connection to the existing installation must be completed with the installation isolated and dead.

The Contractor must provide the project manager with a programme of work (Construction Phase Plan) at least 10 days in advance of the proposed date to connect the electric vehicle charging point to the existing electrical installation to allow sign off by the Principal Designer. The contractor must include the provision of crash barrier protection for floor mounted units. Wall mounted units must be protected where there is a risk of vehicle strike. It is anticipated that all wall mounted will require protection unless a detailed risk assessment has been provided and clear evidence of no perceived risk of vehicle strike and authorised by the project manager.

The charging unit should be installed as per the models installation/manufacturers instructions and function in accordance with the specification as set out in the user manual and be free from defects.

Inspection, testing and commissioning

The installation will have been inspected and tested in accordance with BS7671 or relevant industry standards and appropriate documentation will be provided in electronic format. The Contractor must give the project manager at least 10 days notice of the proposed date of the inspection, testing and commissioning. This notice must be provided to allow the FM/MEICA team to witness the inspection, testing and commissioning and sign off as built quality checks (SAT testing). On completion of the inspection, testing and commissioning the Contractor must provide the appropriate documentation including electrical installation and car charger commissioning certificates to the Project manager within 10 working days.

Operation and Maintenance manuals

The O&M manual must include inspection, testing and commissioning documentation and certificates for this installation as detailed within this specification together with any design calculations and site specific risk assessments and preinstall checks. The O&M manual shall also include details of a contact number, e-mail address and the process for reporting faults. The Contractor should note the requirements to supply this information (format to be agreed with the project manager) within four weeks of completion of the project closure. THE O&M must detail a maintenance schedule including the required frequency of checks.

Handover and training

The Contractor must provide on-site operational training of the charge point to site users for each installation for EA/Defra drivers, FM and MEICA staff. The Contractor must provide 0.5 days back office training for 3 EA data custodians. The contractor must provide access to the back office system via individual log-in to data custodians on completion of charge point installations.

Health and Safety (CDM)

This project will need to comply with CDM 2015. The Principal contractor will be expected to work with both the Principal Designer and the Client in discharging their duties under these regulations. The principal Contractor must provide the EA/Defra Project Manager with a Construction Phase Plan for the project as required by the CDM 2015 regulations and signed off as suitable by the principal designer. The EA will advise the Contractor of any

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special or unusual health and safety hazards or safety practices applicable at each site during a site visit (as pre-construction information). The Principal Contractor will be responsible for initial and as built design acting as principal contractor and designer under CDM regulations. They will ensure the as built design is fit for purpose and minimises residual design risk. The principal contractor and designer will be appointed by letter by the Project manager. A Principal Designer has been appointed by the EA; The Client for the project will be Defra/EA project managers.

Contractor Competence

Before the contract commences all electrical contractors that work on Environment Agency sites must provide evidence that they are suitably qualified to fulfil the requirements of this contract.

The Contractor must be NICEIC, ECA or NAPIT registered and use JIB approved Electricians. The Contractor must name any proposed sub-contractors and ensure they are competent for the work they are to undertake.

Staff involved in the project are required to provide evidence of competence ie ECS/CSCS cards

Warranty

A hard copy of the warranty certificate is required for all charge point installations within 1 month of project completion ie last successfully installed unit date (1 certificate can be submitted covering all units but must detail no. of charge points and site locations)

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The Project Manager must be provided with a contact number, e-mail address and the process for reporting faults which will form part of O&M information.

Maintenance

Maintenance to be included as part of 3 year warranty period and covered by the supplier. A separate planned maintenance agreement may be taken up by Defra/EA if deemed necessary by internal policy which includes annual inspection/testing of units and suppliers should provide a contract price per year detailing number of units and what is included in the Maintenance check.

Charge point data specification

Data requirements: Internal back office data network service for 2 years from commencement of the contract including commissioning and migration of existing data. Back office network operator will be compatible with existing and new charge points. The supplier will be required to host a back office service provision with their nominated provider. The charge points must be intelligent units capable of remotely collecting data and installed without wired communication capability; the common communications medium is expected to be via a robust data connection operating over the public mobile telephony infrastructure using GPRS Wifi (or better).

Data supplied from units must be recorded at intervals not exceeding 30 minutes; In the event of a loss in communication, the suppliers back office provider must ensure that the communication device is remotely accessed to fault find within 24 hours. Should the unit fail to re-communicate the back office provider will be responsible for contacting the agreed maintenance contractor who must adhere to agreed Service Level agreement standards to ensure that data flow is restored within 3 working days. The supplier must submit a proposal of how the data will be provided on a monthly basis (and in what format) to the EA. The Environment Agency wishes to use a remote 'back office' data management solution rather than an on-site metered solution. Data must be downloadable in the following format and accessible by Defra/EA nominated data users for reporting purposes. Training must be included in the back office provision for 3 Defra/EA data users. Please also refer to Annex B 'C05.08 Defra Charge point Data spec Rev1.0 Final 05-11-20' for back office data network requirements.

Data Field	Description
Unique User ID Site Location	A unique identifier for the charge point user that enacts the charging event (RFID card identifier or equivalent) Roaming visitors to the scheme should be distinguishable (if possible).
Identifier for charge point Vehicle registration	Unique identifier for the charge point.
Start date and time	The date (dd/mm/yyyy) and time the charging event began (24hr clock) expressed to the nearest minute.

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End date and time	The date (dd/mm/yyyy) and time that the charging event finished (24hr clock) expressed to the nearest minute
Total energy drawn	The volume of energy drawn (kWh) rounded to two decimal places.
Price paid	The price paid by the end consumer for the charging event in pounds and pence.

The specific standards the Supplier must adhere by are:

Specific acts, regulations, standards, and Code of Practice for EV charging point:

- Health and Safety at Work Etc. Act 1974
- Electricity at Work Regulations 1989 - The Building regulations 2010
- Electrical safety: Approved Document P – Building Regulations
- Infrastructure for charging electric vehicles: Approved Document S – The Building regulations 2010
- BS EN 61000 series- Electromagnetic compatibility (EMC)
- BS 7671:2018+A1:2020 IET Wiring regulations (BS 7671)
- IET Code of Practice Electric Vehicle Charging Equipment Installation 4th Edition (CoP EVCEI)
- The Electricity Safety, Quality and Continuity Regulations 2002 (ESQCR)
- DNOs standards
- Grant schemes for electric vehicle charging infrastructure.
- RC59: Recommendations for fire safety when charging vehicles- RISC Authority

Specification documents for the charging are listed below. They were sent out with the tender pack so Utilyx had unreservedly accepted their obligation to meet these requirements.

**DEFRA PRODUCT DATA SHEET
FAST CAR CHARGER (SINGLE & THREE-PHASE) SPECIFICATION**

MAIN CHARACTERISTICS	
Product Type:	<ul style="list-style-type: none"> • Fast Car Charger
Power Rating:	<ul style="list-style-type: none"> • 7.2kW to 23.0kW (appointed specialist to assess the site requirements and complete design)
Input Voltage Range:	<ul style="list-style-type: none"> • 230V AC +10% /-6% (216.2 – 253.0V) 50Hz • 400V AC +10% /-6% (376.0 – 440.0V) 50Hz
Phase(s):	<ul style="list-style-type: none"> • Single • Three-phase
Certification:	Certification to be provided for: <ul style="list-style-type: none"> • CE • CHAdeMO • CCS
Mode:	<ul style="list-style-type: none"> • Mode 3 IEC 61851-1
Operating Temperature:	<ul style="list-style-type: none"> • -25°C to +50°C
Installation:	<ul style="list-style-type: none"> • Ground • Wall

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	<ul style="list-style-type: none"> Appointed specialist to assess the site conditions and complete design
User Interface:	<ul style="list-style-type: none"> LCD alpha numeric display Status indication Emergency Stop
Number of Charging Sockets per Charging Station:	<ul style="list-style-type: none"> 2No. 7.2kW to 23.0kW (appointed specialist to assess the site requirements and complete design)
Connector Type:	<ul style="list-style-type: none"> Type 2 (IEC 62196-2) not tethered cable to socket outlet
Socket Outlet Type:	<ul style="list-style-type: none"> Left Side: T2 Right Side: T2
Simultaneous Charging:	<ul style="list-style-type: none"> Yes
Safety Features:	<ul style="list-style-type: none"> Emergency Stop Button Short-circuit Protection Over-current Protection Galvanic Isolation System AC Earth Leakage Protection DC Earth Leakage Protection Overvoltage and Undervoltage Protection Localised Surge Protection
Energy Metering:	<ul style="list-style-type: none"> MID approved class 1 to show kWh used and charging time.
Earthing System:	<ul style="list-style-type: none"> TT
Plugging/Unplugging Protection:	<ul style="list-style-type: none"> Electrical or mechanical system shall be provided to prevent the plugging/unplugging of the plug (Regulation 722.55.101.4 of BS 7671)
Mechanical and Ingress Protection:	Enclosure to be constructed to: <ul style="list-style-type: none"> IP54 (minimum) IK-07 (minimum)
Thermal Cooling:	<ul style="list-style-type: none"> N/a
Access:	<ul style="list-style-type: none"> Protective device to control access and ensure secure charging (i.e. RFID conforming to ISO/IEC 15693 or ISO/IEC 14443)
Operation:	<ul style="list-style-type: none"> Wireless Device Operates Remotely
CPMS/Back Office Specification:	<ul style="list-style-type: none"> OLEV (usage data requirements for work place charge points)
Communication/Connectivity:	<ul style="list-style-type: none"> Built in GPRS/GSM modem and SIM of customer's choice, back office fitted. Comms via 3G and 4G Communication/connectivity shall be open protocol, and be future proof for technology changes for a period of 10 years (approximately)
OCPP Compliance:	<ul style="list-style-type: none"> OCPP 1.6 or above
Network Security:	<ul style="list-style-type: none"> Comms via GPRS/GSM only
Configuration/Architecture (Installation):	<ul style="list-style-type: none"> Standalone Clustered Architecture
Operation and Maintenance Capability:	<ul style="list-style-type: none"> Load Management Charge Detail Records Protective Device Status Postponed Charge

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	<ul style="list-style-type: none">• User Privilege Configuration• Diagnosis Capabilities
Warranty:	<ul style="list-style-type: none">• 3 Years Manufacture's Standard
Product Life:	<ul style="list-style-type: none">• 10 Years

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DEFRA PRODUCT DATA SHEET
RAPID CAR CHARGER SPECIFICATION

MAIN CHARACTERISTICS	
Product Type:	<ul style="list-style-type: none"> • Rapid Car Charger
Power Rating:	<ul style="list-style-type: none"> • 50kW DC
Input Voltage Range:	<ul style="list-style-type: none"> • 230V AC +10% /-6% (216.2 – 253.0V) 50Hz • 400V AC +10% /-6% (376.0 – 440.0V) 50Hz
Certification:	Certification to be provided for: <ul style="list-style-type: none"> • CE • CHAdeMO • CCS
Mode:	<ul style="list-style-type: none"> • Mode 3 and Mode 4 IEC 61851-1
Operating Temperature:	<ul style="list-style-type: none"> • -25°C to +50°C
Installation:	<ul style="list-style-type: none"> • Ground • Wall • Appointed specialist to complete design
User Interface:	<ul style="list-style-type: none"> • LCD alpha numeric display • Status indication • Emergency Stop
Number of Charging Sockets per Charging Station:	<ul style="list-style-type: none"> • 2 (minimum)
Connector Type:	<ul style="list-style-type: none"> • 3P + N + PE, Type 2 (IEC 62196-2)
Socket Outlet Type:	<ul style="list-style-type: none"> • AC Type 2 Socket
Charging Cables:	<ul style="list-style-type: none"> • Cable to have a maximum length of 5 metres.
Safety Features:	<ul style="list-style-type: none"> • Emergency Stop Button • Short-circuit Protection • Over-current Protection • Galvanic Isolation System • AC Earth Leakage Protection • DC Earth Leakage Protection • Overvoltage and Undervoltage Protection • Localised Surge Protection
Energy Metering:	<ul style="list-style-type: none"> • MID approved class 1 to show kWh used and charging time.
Earthing System:	<ul style="list-style-type: none"> • TT
Plugging/Unplugging Protection:	<ul style="list-style-type: none"> • Electrical or mechanical system shall be provided to prevent the plugging/unplugging of the plug (Regulation 722.55.101.4 of BS 7671)
Mechanical and Ingress Protection:	Enclosure to be constructed to: <ul style="list-style-type: none"> • IP54 (minimum) • IK-07 Cabinet (minimum) • IK08 Touchscreen (minimum)
Thermal Cooling:	<ul style="list-style-type: none"> • Up to 45°C - 100% output power • Above 45°C - No de-rating for the first 15 minutes, and after 15 minutes a 2% power reduction every 1°C temperature rise
Access:	<ul style="list-style-type: none"> • Protective device to control access and ensure secure charging (i.e. RFID conforming to ISO/IEC 15693 or ISO/IEC 14443)

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Operation:	<ul style="list-style-type: none">• Wireless Device Operates Remotely
CPMS/Back Office Specification:	<ul style="list-style-type: none">• OLEV (usage data requirements for work place charge points)
Communication/Connectivity:	<ul style="list-style-type: none">• Comms with back office via 3G and 4G• Internet access via 4G / 3G / Ethernet (RJ45)• Ethernet shall only be used to access the contractor's own 3G or 4G Internet connection on site.• Communication/connectivity shall be open protocol, and be future proof for technology changes for a period of 10 years (approximately)
OCPP Compliance:	<ul style="list-style-type: none">• OCPP 1.6 or above
Network Security:	<ul style="list-style-type: none">• Comms via GPRS/GSM only
Cellular Communication:	<ul style="list-style-type: none">• GSM• 4G• LTE
Configuration/Architecture (Installation):	<ul style="list-style-type: none">• Standalone• Clustered Architecture
Operation and Maintenance Capability:	<ul style="list-style-type: none">• Load Management• Charge Detail Records• Protective Device Status• Postponed Charge• User Privilege Configuration• Diagnosis Capabilities
Warranty:	<ul style="list-style-type: none">• 3 Years Manufacture's Standard
Product Life:	<ul style="list-style-type: none">• 10 Years

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**DEFRA PRODUCT DATA SHEET
SOLAR CARPORT SPECIFICATION**

MAIN CHARACTERISTICS	
Product Type:	<ul style="list-style-type: none"> Solar Carport c/w Ground Mounted Canopy Installation, Solar Photovoltaic Panels and Photovoltaic Battery Storage Systems
SYSTEM	<ul style="list-style-type: none">
Energy Yield:	<ul style="list-style-type: none"> 2kWp per car parking bay, covering 12m² (minimum)
Batteries	<ul style="list-style-type: none">
Power Rating:	<ul style="list-style-type: none"> 46kW (minimum) (appointed specialist to assess the site requirements and complete design)
Product Life:	<ul style="list-style-type: none"> 10 Years (minimum)
Mounting:	<ul style="list-style-type: none"> Battery Storage Units Shall be Externally Located in a Floor or Wall Mounted Enclosure (appointed specialist to assess the site requirements and complete design)
Cycles Warrantied:	<ul style="list-style-type: none"> 6000 Full Charge and Discharge Cycles (minimum)
Battery Chemistry:	<ul style="list-style-type: none"> Lithium-ion
Operating Temperature:	<ul style="list-style-type: none"> -20°C to 50°C
Certifications:	<ul style="list-style-type: none"> Quality Management Certs ISO 9001:2015, ISO 14001:2015 BS OHSAS 18001 CE UL 1642 UL 1973 UL9540A (module level)
Photovoltaic Panels	<ul style="list-style-type: none">
Panel Efficiency:	22% (minimum)
Product Warranty:	<ul style="list-style-type: none"> 25 Years
Design Lifetime:	<ul style="list-style-type: none"> 25 Years
Power Guarantee:	<ul style="list-style-type: none"> Year 1 Minimum Warranted Power Output 98.0% Maximum Annual Degradation 0.25% Year 25 Warranted Power Output 92.0%
Panel Type(s):	<ul style="list-style-type: none"> Monocrystalline
Operating Temperature	<ul style="list-style-type: none"> -40°C to +85°C
String Isolation:	<ul style="list-style-type: none"> Isolation devices shall be provided to ensure the maximum string voltage under safe isolation procedures is no more than 120V DC (Extra-low Voltage) (appointed specialist to assess the site requirements and complete design)
Certifications:	<ul style="list-style-type: none"> IEC 61215 IEC 61730 Quality Management Certs ISO 9001:2015, ISO 14001:2015 IEC 62716 IEC 60068-2-68 MIL-STD-810G IEC 61701 (maximum severity) IEC 62804 TUV

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Inverter	•
Voltage Output:	230V AC / 50Hz (appointed specialist to assess the site requirements and complete design)
Maximum System Voltage DC:	• 1000V
Product Warranty:	• 10 Years
Design Lifetime:	• 15 Years
Operating Temperature:	• -25° to +60°C
Degree of Protection:	• IP65
Certificates:	<ul style="list-style-type: none"> • EMC, IEC 61000-3 • IEC 61000-6 • EN 62109 • Quality Management Certs ISO 9001-2015; ISO 14001 • BS OHSAS 18001.
Maximum Permissible Value for Relative Humidity:	• 100%
Cooling Method:	• Convection
Structure	•
Size:	To accommodate 8No. Car parking Bays (minimum)
Canopy	<ul style="list-style-type: none"> • Monopitch • Duopitch • Portal Frame • (appointed specialist to assess the site requirements and complete design)
Wind Loadings:	In accordance with BS EN 1991-1 Eurocode 1
Impact from Vehicles:	<ul style="list-style-type: none"> • Canopies should be designed to withstand vehicles impacting the structure at speeds of up to 20mph in accordance with BS EN 1991-1-7 General Actions - Accidental Actions.
Rainwater Drainage:	<ul style="list-style-type: none"> • Rainwater pipes to discharge into the site drain or carpark
Lighting:	<ul style="list-style-type: none"> • LED energy efficient lighting Installed below the canopy to provide a lighting level of 20 Lux (minimum) in line with the British Parking Associations (BPA) Park Mark
Corrosion Protection	<ul style="list-style-type: none"> • Structural steel shall be galvanized in accordance with BS EN 1461 for the design life of the canopy
Design Life:	• 25 Years
Foundation:	<ul style="list-style-type: none"> • Helical Screw Piles • Concrete Piles • Concrete Pads and Above Ground Ballast • As per Geotechnical Recommendations (appointed specialist to assess the site requirements and complete design)
Basis of Design:	<ul style="list-style-type: none"> • Structural and Foundations Designs shall be signed off by a Chartered Engineer.
Standards:	<ul style="list-style-type: none"> • BS EN 1090 Execution of Steel Structures • BS EN 1990 Basis of Structural Design • BS EN 1991 Actions on Structures • BS EN 1992 Design Concrete Structures

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	<ul style="list-style-type: none">• BS EN 1993 Design Steel Structures• BS EN 1997 Geotechnical Design• Building Regulations Parts A-P
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DEFRA PRODUCT DATA SHEET
RAPID VEHICLE-TO-GRID (V2G) CAR CHARGER SPECIFICATION

MAIN CHARACTERISTICS	
Product Type:	<ul style="list-style-type: none"> V2G (Vehicle-to-Grid Charger)
Power Rating:	<ul style="list-style-type: none"> 10 kW – 100 kW (appointed specialist to assess the site requirements and complete design)
Input Voltage Range:	<ul style="list-style-type: none"> 230V AC +10% /-6% (216.2 – 253.0V) 50Hz 400V AC +10% /-6% (376.0 – 440.0V) 50Hz
Grid Connection:	<ul style="list-style-type: none"> In accordance with G98 for all invertors rated at ≤ 16A. In accordance with G99 for all invertors rated at > 16A. In accordance with G100 for all invertors which export energy back to the grid (DNO approval required)
Certification:	Certification to be provided for: <ul style="list-style-type: none"> CE CHAdEMO V2G
Mode:	<ul style="list-style-type: none"> Mode 4 IEC 61851-1 – ChAdEMO protocol
Operating Temperature:	<ul style="list-style-type: none"> -25°C to +50°C
Operating Humidity:	<ul style="list-style-type: none"> 10% to 85%
Installation:	<ul style="list-style-type: none"> Ground Wall Appointed specialist to complete design
User Interface:	<ul style="list-style-type: none"> LCD alpha numeric display Status indication Emergency Stop
Phase(s):	<ul style="list-style-type: none"> Three-phase
Number of Charging Sockets per Charging Station:	<ul style="list-style-type: none"> 2No. 7.4kW AC Socket Outlets
Connector Type:	<ul style="list-style-type: none"> CHAdEMO
Charging Cables:	<ul style="list-style-type: none"> Cable to have a maximum length of 5 metres.
Safety Features:	<ul style="list-style-type: none"> Emergency Stop Button Short-circuit Protection Over-current Protection Galvanic Isolation System AC Earth Leakage Protection DC Earth Leakage Protection Localised Surge Protection
Electrical Characteristics per Charging Socket:	<ul style="list-style-type: none"> Input – AC from the Grid Maximum Input Power – 7.4kW Maximum Continuous Input Current – Variable up to 32A Nominal Frequency – 50Hz Output – AC to the Grid Maximum Output Power – 7.4kW Output Voltage – 230V AC +/- 10% Single-phase Maximum Continuous Output Current – Variable up to 32A Output – DC into Vehicle Maximum DC Power – 7.4kW Maximum Input Voltage – 500V (360 – 380V nominal)

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	<ul style="list-style-type: none"> Maximum Input Current – 15A DC
Energy Metering:	<ul style="list-style-type: none"> MID approved class 1 to show kWh used and charging time.
Earthing System:	<ul style="list-style-type: none"> TT
Plugging/Unplugging Protection:	<ul style="list-style-type: none"> Electrical or mechanical system shall be provided to prevent the plugging/unplugging of the plug (Regulation 722.55.101.4 of BS 7671)
Mechanical and Ingress Protection:	Enclosure to be constructed to: <ul style="list-style-type: none"> IP54 (minimum) IK-07 (minimum)
Thermal Cooling:	<ul style="list-style-type: none"> Forced Air
Access:	<ul style="list-style-type: none"> Protective device to control access and ensure secure charging (i.e. RFID conforming to ISO/IEC 15693 or ISO/IEC 14443)
Operation:	<ul style="list-style-type: none"> Wireless Device Operates Remotely
CPMS/Back Office Specification:	<ul style="list-style-type: none"> OLEV (usage data requirements for work place charge points)
Communication/Connectivity:	<ul style="list-style-type: none"> Built in GPRS/GSM modem and SIM of customers chosen back office to be fitted. Comms via 3G and 4G Communication/connectivity shall be open protocol, and be future proof for technology changes for a period of 10 years (approximately).
OCPP Compliance:	<ul style="list-style-type: none"> OCPP 1.6 or above
Network Security:	<ul style="list-style-type: none"> Comms via GPRS/GSM only
Configuration/Architecture (Installation):	<ul style="list-style-type: none"> Standalone Clustered Architecture
Operation and Maintenance Capability:	<ul style="list-style-type: none"> Load Management Charge Detail Records Protective Device Status Postponed Charge User Privilege Configuration Diagnosis Capabilities
Warranty:	<ul style="list-style-type: none"> 3 Years Manufacture's Standard
Product Life:	<ul style="list-style-type: none"> 10 Years
Site Characteristics	
Data:	<ul style="list-style-type: none"> Half-hourly Energy Data
Connection:	<ul style="list-style-type: none"> Three-phase
Building Baseload:	<ul style="list-style-type: none"> 10kW (minimum)
Vehicle Status:	<ul style="list-style-type: none"> Vehicles returned to office/depot location between 16:00-17:00 hours, with a maximum 30 to 40 miles travelled per day
Number of EVs at Office/Depot:	<ul style="list-style-type: none"> 1No. Vehicle Parked Overnight (minimum)

LIT 13241 - MEICA - Specification - Electric vehicle charging points

[Title]**Audience:** Environment Agency

DPS Ref: RM6213

Project Version: v2.0

Model Version: v1.0

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What's this document about.

This document sets out the MEICA specification to be followed by all Environment Agency staff and suppliers when specifying and installing equipment for the charging of pure electric and plug-in hybrid electric road vehicles, including range extended electric vehicles. It does not cover electrical requirements for domestic installations.

Any variation to this Specification must be applied for through the concession process.

Users must read MEICA – Specification - General (at the end of this Specification) prior to using MEICA any Specifications.

Who does this apply to?

- Environment Agency staff
- designers and suppliers working on MEICA projects

Contact for queries and feedback

-

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Background

This supplementary document covers the installation of both AC and DC charging equipment intended for charging electrically powered road vehicles with four or more wheels, including both pure electric and plug-in hybrid versions of passenger cars, light goods vehicles and heavy goods vehicles.

It applies to the installation of electric vehicle charging equipment at Environment Agency offices, depots, water control structures and other field locations.

This document provides guidance on the installation of electric vehicle charging equipment, i.e. to assist the designer in ensuring that the final installation complies with the relevant requirements of the current edition of BS 7671 The IET Wiring Regulations, and, where necessary, the Electricity Safety, Quality and Continuity Regulations 2002 (as amended).

Introduction

Electric vehicle (EV) charging equipment, also known as electric vehicle supply equipment (EVSE), is fixed electrical equipment connected to a mains electricity supply to provide electrical energy to recharge the traction batteries of electrically propelled road vehicles.

The BS EN 61851 series of standards specifies the design and performance requirements for electric vehicle conductive charging

equipment which all equipment must comply with. Electric vehicle charging equipment must also comply with the EC Directives for Electromagnetic Compatibility, 2004/30/EC; Low Voltage Equipment, 2006/95/EC and be CE marked accordingly.

General

Whole life costs

In addition to the documentation requirements in MEICA – Specification - General, the following must be submitted as part of any tender to supply and install equipment:

- electrical installation power output and energy consumption.
- projected and frequent, intermittent maintenance and replacement costs

Service conditions and application

The electric vehicle installation must be capable of satisfactory operation within the following temperature ranges:

- Internal: from -10 degrees Celsius (oC) to 40oC (with an average in any 24-hour period of not more than 35oC) and relative humidity up to 80%; e.g. a garage.
- External: from -15oC to 40oC (with an average in any 24-hour period of not more than 35oC) and relative humidity up to 95%.

Particular requirements to meet special service conditions in terms of temperature must be complied with or special agreements made with the Environment Agency.

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Design life

Electric vehicle charging points must be designed to have a service life of 10 years to replacement.

Adequacy of supply

It is the responsibility of the designer to determine that the maximum demand of the existing supply is not be exceeded with the installation of the additional electric vehicle charging equipment.

The designer must first assess the capacity of the existing supply. If no records are available, then the designer must contact the Distribution Network Operator (DNO) for advice, recognising that they will not be able to determine the rating conclusively unless the supply fuse holder is withdrawn by the relevant DNO, which is likely to incur an additional cost.

Unless design information for an existing installation is available, the designer must determine the loads installed, taking diversity into consideration where appropriate.

The following IET publications include content related to maximum demand and diversity for installations of varying complexity:

- Electrical Installation Design Guide: Calculations for Electricians and Designers
- On Site Guide

When considering the additional load for the electric vehicle charging equipment, no diversity is to be applied.

Therefore, the rating of the equipment needs to be used in assessing the additional load. For a larger installation with a series of electric vehicle charging equipment connecting points, the assumed maximum load must be the sum of all the electric vehicle charging equipment ratings unless there is a load management arrangement that will limit the load to a particular value.

Any areas of concern identified whilst assessing the adequacy of the supply must be discussed with the Asset Owner.

Potential solutions include the following:

Limiting the maximum current capacity of the charging equipment. This can be achieved by installing charging equipment with a lower capacity, e.g. 16A instead of 32A. Alternatively, the maximum current capacity of some types of electric vehicle charging equipment can be varied between pre-set levels.

For information on whether the charging equipment incorporates this facility and details of how to vary the maximum capacity, refer to the installation/operational instructions supplied with the charging equipment being installed.

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Up rating the incoming power supply

If this route is chosen, the Asset Owner must be advised that it is necessary for them to contact the DNO or electricity supplier to arrange to up rating the incoming power supply.

Even where the supply capacity at individual premises is not exceeded, clusters of connecting points at different premises can have impacts on the local distribution network, i.e. voltage levels and network capacity limits.

The DNO must assess the impact that these connecting points may have on the network and specify conditions for connection.

Existing earthing arrangements

You must check the existing earthing arrangement of the incoming power supply. This determines what type of earthing arrangement must be provided for the electric vehicle charging equipment (refer to electrical requirements).

Simultaneous contact assessment

If the design requires the provision of a separate TT earthing arrangement for the electric vehicle charging equipment and the installation location is in the vicinity of an installation using a different earthing system, e.g. a network provided earthing arrangement from a TN-C-S system, you must carry out an assessment for possible contact between the charging equipment/vehicle being charged and any exposed conductive parts or extraneous conductive parts connected to the other earthing system as detailed in PME systems.

GPRS coverage

If the electric vehicle charging equipment is intended to provide communications via GPRS, assess the proposed installation location for available GPRS coverage.

Any potential issues identified during this assessment must be discussed with the Asset Owner.

Charging equipment manufacturer's instructions and requirements

You must review the specification and any installation instructions and/or requirements provided by the electric vehicle charging equipment manufacturer for the specific piece of equipment being installed. In particular, the designer will take note of:

- whether the electric vehicle charging equipment is fitted with a circuit breaker
- if equipment requires a separate RCCB or an RCBO and the precise specification for any such devices. This information is required by the designer to determine the correct specification of any such devices that may be required for the installation.
- any particular installation requirements that is specific to the type of equipment being installed.

Agree installation details with the Asset Owner

The designer must discuss and agree all details of the installation with the Asset Owner, including:

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- the adequacy of the existing electrical installation
 - the location of the charging equipment itself
 - the location of any necessary feeder pillar
 - the location of any switches
 - the wiring system, including the routing of all cabling
 - the location of any necessary earth electrode
 - where appropriate, the location of any circuit breakers and RCCBs or RCBOs.
-

Physical Installation requirements

Potentially explosive atmospheres

Electric vehicle charging equipment must not be installed in locations where a potentially explosive atmosphere exists, e.g., where petrol vapour or other flammable/combustible gases may be present.

Where charging equipment could be installed in or near to potentially explosive atmospheres, the electric vehicle charging equipment must be located outside the defined hazardous area and positioned such that any electric vehicle connected to the charging equipment is outside the hazardous area.

Location relative to parking space

The electric vehicle charging equipment must be installed in a position relative to the parking space that ensures that the distance between the charging equipment and the charge connection point on the vehicle, known as the vehicle inlet, is kept to a minimum.

NOTE: This will minimise trip hazards, prevent the charge cable from being strained and ensure extension leads are not necessary.

Charging equipment to be used for charging only one type of vehicle

For charging equipment that can only be used for charging one type of vehicle, e.g. an installation used for charging a fleet of identical vehicles, compliance with the requirement specified in the location relative to parking space must be assessed using the relevant vehicle or vehicle type.

Charging equipment to be used for charging multiple types of vehicle

For charging equipment intended to be used for charging different vehicle types, or where the type of vehicle to be charged is unknown, compliance with the requirement specified in a location relative to parking space is best achieved by installing the charging equipment at one corner of the parking space. This is because the position of the vehicle inlet on the vehicle is not currently standardised.

Diagram 1 below demonstrates how placing the charging equipment at one corner of the parking space(s) can facilitate charging both a vehicle with its vehicle inlet on the front of the

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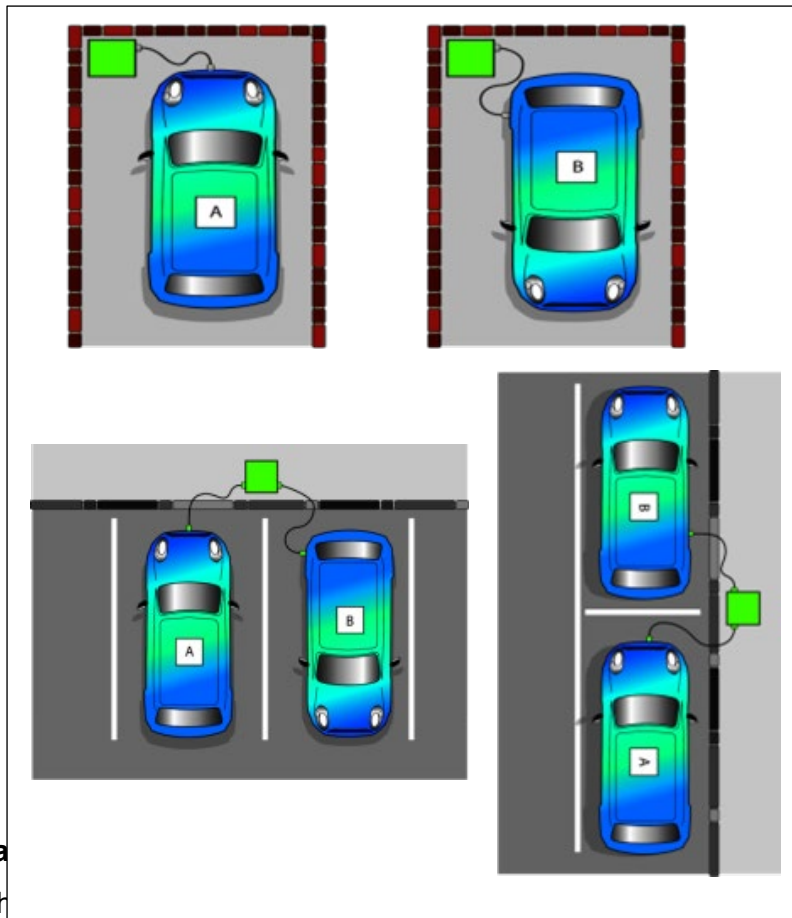
vehicle (labelled as A) and a vehicle with its vehicle inlet on the rear right hand side of the vehicle (labelled as B).

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Diagram 1 Position of car charger relative to the vehicle



Protection against vehicle impact

The electric vehicle charging equipment should be installed to minimise the likelihood of vehicle impact damage, i.e. to avoid the possibility of vehicles inadvertently driving into or reversing into the equipment.

Where it is not possible to install the electric vehicle charging equipment in a position that minimises the risk of vehicle impact, additional protective barriers must be installed. See diagram 2.

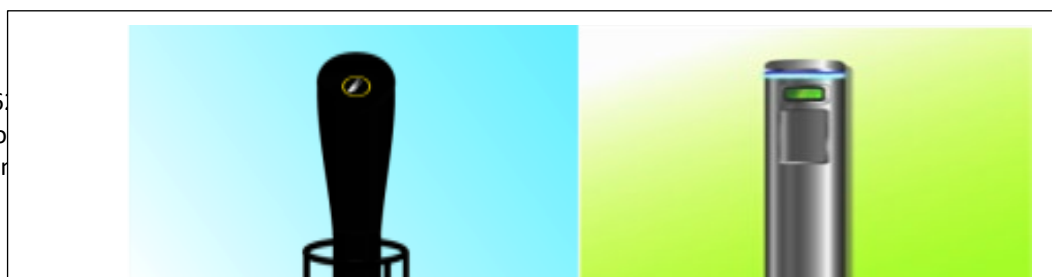
Location of controls and sockets outlets

IET Wiring Regulation 722.55.101.5 states that the lowest part of any socket outlet is to be located at a height between 0.5 m to 1.5 m above the adjacent ground.

This Regulation must be applied to any controls. However, it is recommended that the electric vehicle charging equipment is installed such that the main operating controls and any socket outlets are between 0.75m and 1.2m above the ground.

This is to avoid damage from vehicle bumpers and to ensure their accessibility by both able bodied and disabled users, based on recommendations in the British Standard on the design of buildings, BS 8300:2009 + A1:2010.

Diagram 2 Charger protection methods against vehicle damage



DPS Ref: RM6
Project Version
Model Version

Free space around the charging equipment

Once installed, and with any protective barriers in place, there must be sufficient space around the electric vehicle charging equipment to allow the full opening of any doors or covers provided for operational use, inspection or maintenance of the charging equipment. The designer must refer to the installation or operational instructions supplied with the charging equipment being installed for details.

Ventilation and cooling

Once the electric vehicle charging equipment is installed, there must be sufficient space around it to allow for adequate ventilation and cooling of the equipment. The designer must refer to the installation or operational instructions supplied with the charging equipment being installed for details of any required design considerations.

Avoidance of trip hazards

The electric vehicle charging equipment must be installed in such a way as to avoid creating any unnecessary trip hazards.

Any electrical wiring connecting the charging equipment to the mains supply must be routed to avoid creating potential trip hazards, and suitably clipped or enclosed in containment.

Provision must be made for the safe storage of any tethered charging cables when they are not in use.

Avoidance of unnecessary obstruction

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The electric vehicle charging equipment must not be installed in a position which causes an unnecessary obstruction to public or private footpaths, access passages, etc.

Electrical requirements

Charging equipment modes - charging equipment electric vehicle

There are four charging methods defined within the IET Code of Practice for Electric Vehicle Charging Equipment Installation these are mode 1, mode 2, mode 3 and mode 4 types

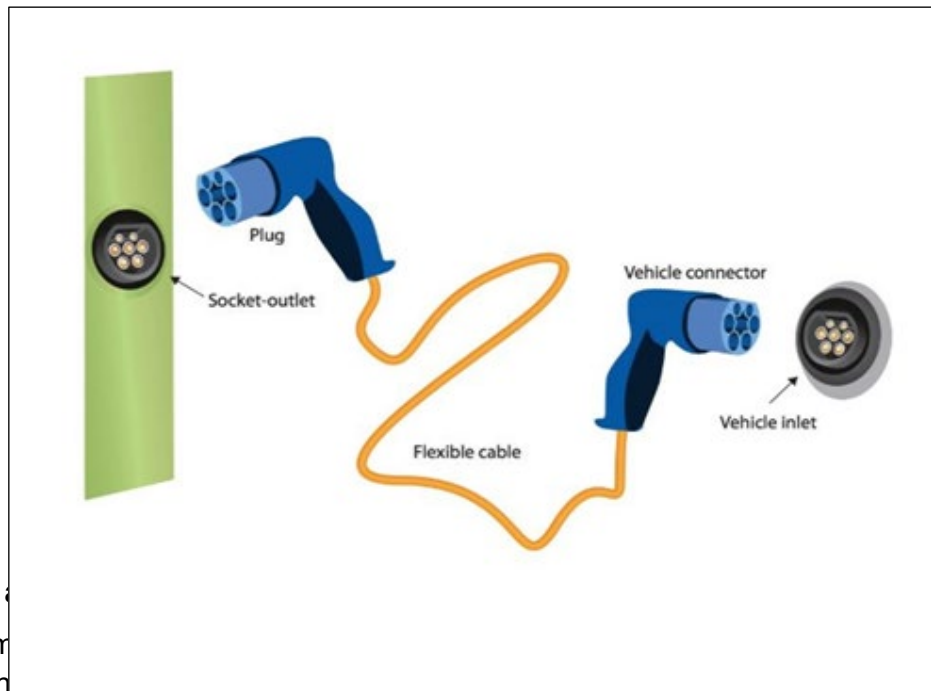
- Mode 3 and Mode 4 type charging points must be installed at Environment Agency locations
- Mode 1 and Mode 2 type charging points must not be installed at Environment Agency locations.

Socket outlets, connectors and cables

Sockets and socket outlets complying with BS EN 62196-2 must be used as the vehicle connector and socket outlet for the Mode 3 type charging points.

BS 1362-2 socket outlets, plugs and vehicle connectors must not be installed at Environment Agency locations

Diagram 3 Vehicle charging plugs



Earthing

TT system
system, the
equipment is installed within a building or not.

IMPORTANT! The designer must confirm that the earthing and bonding arrangements meet the requirements of BS 7671 for a TT system, and that any deficiencies are rectified.

When there is an adjacent installation connected to a PME earth terminal, the vehicle charging equipment may be supplied from a TT supply provided that:

- a risk assessment is undertaken to assess the possibility of simultaneous contact between any accessible conductive-parts connected to a PME earthing arrangement, and:
- any conductive-parts connected to the main earthing terminal of the TT system, e.g. the electric vehicle charging equipment including the connecting point

AND

Suitable precautionary measures are put in place to prevent all such identified means of simultaneous contact, e.g. by inserting a length of plastic pipe into a metal pipe, or by replacing a Class I luminaire with a Class II luminaire, etc.

NOTE:

The written risk assessment document must in every case be included with the installation documentation (Installation Certificate etc.), see Checklist.

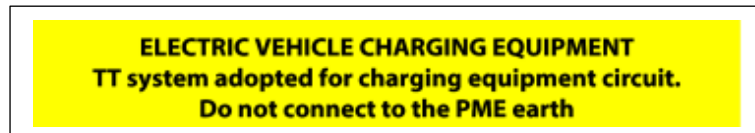
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A suitable advisory label in the format shown in Diagram 4 below, must be provided at the origin of every circuit supplied from a TT system stating that this must not be connected to a PME earthing facility.

Diagram 4 PME Label design



A typical car parking installation utilising a separate, dedicated TT earthing system is shown in Diagram 5.

TNS systems

Unless it can be guaranteed by the DNO that the TN-S supply system is TN-S back to source and will not be converted to TN-C-S as part of any ongoing network upgrades, such installations are to be treated as TN-C-S systems (PME supply - link).

For electric vehicle charging equipment installations that are part of a guaranteed TN-S system of an installation, e.g. where the charging equipment is supplied via an 11kV transformer at the installation, the charging equipment can be connected to the existing earthing arrangement whether the charging equipment is installed within a building or not. The designer must confirm that the earthing and bonding arrangements meet the requirements of BS 7671 for a TN-S system, and that any deficiencies have been rectified.

PME systems

Inside buildings

For electric vehicle charging equipment installations supplied from installations with a PME supply (part of a TN-C-S system), the charging equipment may be connected to the PME earthing arrangements if the charging equipment is located inside the building and it can be ensured that the vehicle being charged will always be within that same building, e.g. underground car park, multi-storey car park, etc. Designers must ensure that the protective bonding provisions comply with the requirements of BS 7671 where PME conditions apply.

Note:

The designer must ensure that they balance the loading on the three phases of the installation to reduce touch voltages in the event of an open circuit in the PEN conductor of the supply.

Outside buildings

!Important: A PME earthing facility must not be used as the means of earthing for the protective conductor contact of a charging point located outdoors or that might reasonably be expected to be used to charge a vehicle located outdoors.

Diagram 5: Configuration of earthing system

Requirements for circuit design, cable selection and dimensions

BS7671 compliance The electrical circuit supplying the electric vehicle charging equipment must comply with the requirements of BS 7671, in particular Section 722.

Circuit design

Charging equipment installations must be wired as part of a radial system.

A separate, dedicated circuit must be provided for electric vehicle charging equipment. However, more than one piece of electric vehicle charging equipment can be fed from the same circuit, provided the combined current demand of the equipment does not exceed the rating of the supply circuit.

The charging point must not be connected to a UPS distribution board and a generator backed supply.

If a generator supplies all the electrical power for the building, a load assessment must be undertaken.

Requirements for the provision of RCDs

RCD specification

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A 30 mA RCD must protect every charging point, with an operating time not exceeding 40 ms at a residual current of 5 I Δ n. Dedicated electric vehicle charging equipment should incorporate such an RCD, but the designer must confirm this.

Discrimination

There must be discrimination between any RCD installed at the connecting point or incorporated in the charging equipment and the protection at the origin of the circuit.

RCD protection

Every charging point will be individually protected by an RCD having the characteristics specified in BS 7671 Regulation 415.1.1. The RCD must disconnect all live conductors, including the neutral.

The RCD protecting the charging point will be at least a Type A RCCB complying with BS EN 61008-1 or RCBO complying with BS EN 61009-1. If it is known that, the DC component of the residual current exceeds 6 mA then a Type B RCD that complies with BS EN 62423 will be installed.

Requirements for isolation and switching

Emergency switch

Because all electric vehicle charging equipment and connecting points must be protected by a 30mA RCD, an emergency switch is not usually required. However, the particular needs of the installation and the charging equipment manufacturer's instructions must be considered. For instance, a readily accessible means of switching off the charging equipment must be provided when the vehicle is to be charged within the confines of a single garage.

If an emergency switch is provided, it must be located in a position that is readily accessible and be suitably identified by marking and/or labelling and disconnect all live conductors including the neutral.

Isolation

A means of isolating the electric vehicle charging equipment circuit must be provided. This isolating device must be located in a position that is readily accessible for maintenance purposes and be identified by labelling.

Functional switching

Additional forms of switching for functional purposes may be required, which must be discussed and agreed with the Asset Owner, e.g. to prevent unauthorised use of socket-outlets located outside buildings and which may be accessible to the public.

IP rating of charging equipment

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Electric vehicle charging equipment being installed must have an IP rating suitable for the proposed installation location. For example, charging equipment to be installed outdoors will have an IP rating of IP44 minimum.

IP rating of installations equipment

The designer must ensure that any connectors, glands, conduits, etc. used to connect the power supply to the electric vehicle charging equipment are of an appropriate IP rating, and are installed in such a way as to maintain a suitable IP rating, in accordance with BS 7671.

Impact

Electric vehicle charging equipment must be protected against a minimum impact severity of AG2, as defined in Appendix 5 of BS 7671 – IET Wiring regulations

Lightning protection systems

Requirements

Where a building has a lightning protection system, reference must be made to:

- BS EN 62305 and Regulation 411.3.1.2 of BS 7671
- CoPES 13_13_SD06 Lightning protection

Inspection, testing and maintenance requirements

BS7671

During and on completion of the installation, and before being put into service, the installation must be inspected and tested to verify that the installation complies with BS 7671 and the charging equipment manufacturer's instructions.

On completion, an Electrical Installation Certificate, together with schedules of inspection and schedules of test, must be given to the Asset Owner. All documentation and its provision must comply with MEICA – Specification - General

Periodic inspection and testing must be carried out in accordance with BS 7671. Guidance on initial verification and periodic inspection and testing is given in IET Guidance Note 3: Inspection & Testing. Upon completion of a periodic inspection, an Electrical Installation Condition Report must be issued; see Regulation 631.2 and Appendix 6 of BS 7671:2008+A3:2015.

Frequency of Inspection and testing will be at the frequency defined within CoPES 13 13 SD10 Fixed electrical installations

Functional checks

The correct functioning of the charging equipment must be verified after installation, repair or replacement.

If the charging equipment is equipped with a facility to communicate information to a remote location, e.g. via GPRS, verify that this facility is functioning correctly.

If the charging equipment incorporates features to prevent vandalism, tampering or abuse, verify that these features are functioning correctly.

Customer care

As part of the functional testing/SAT, The contractor/supplier must demonstrate the correct operation of the charging equipment to the Asset Owner. MEICA – Specification - Documentation

Maintenance

The supplier must provide an O&M manual for the equipment.

RCD testing

The functional testing of RCDs must be undertaken by an authorised person at quarterly intervals

PAT testing

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Pat testing of the installation must be undertaken at the frequency defined in OI
13_13_SD11 Electrical equipment testing

Distribution Network Operator (DNO) notification

Dedicated electric vehicle charging equipment

In the case of dedicated electric vehicle charging equipment, the designer must ensure that the DNO has been notified of the installation. Where the installation of charging equipment results in the property's Maximum Demand (Load) exceeding 13.8 kVA, an application to connect must be submitted to the DNO prior to installation.

DNO application /notification form

An application form is available from the [Energy Networks Association website](#):

Environment Agency requirement

For Electric Vehicle Charging Equipment Installation, designers will:

- where the Maximum Demand (Load), including new Electric Vehicle Charging Equipment of a property is less than or equal to 13.8 kVA, the notification must be sent by the designer within one calendar month of installation
xxxxxxxxxxxxxxxxxxxxxxxx and the Energy Networks Association will forward to the DNO; or
 - where the Maximum Demand (Load), including new Electric Vehicle Charging Equipment of a property is greater than 13.8 kVA, the designer must apply to the DNO directly, using the DNO application form. Note: the Guaranteed Standard of Service for provision of a quotation is 5 working days for 1 off single-phase property with no mains extension requirement.
-

Related documents

Regulations

Electricity Safety, Quality and Continuity Regulations 2002 (as amended).

- [Health and Safety \(Safety Signs and Signals\) Regulations 1996](#)
- [The Equipment and Protective Systems Intended for Use in Potentially Explosive Atmospheres Regulations 1996](#)
- [The Equipment and Protective Systems \(Amendment\) Intended for Use in Potentially Explosive Atmospheres \(Amendment\) Regulations 2001](#)
- [The Waste Electrical and Electronic Equipment Regulations 2006](#)

Code of practice

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IET Code of Practice for Electric Vehicle Charging Equipment

BS series •

- BS 1362 Specification for general purpose fuse links for domestic and similar purposes (primarily for use in plugs)
- BS 1363 13A plugs, socket-outlets, adaptors and connection units
- BS 4568 Specification for steel conduit and fittings with metric threads of ISO form for electrical installations
- BS 4607 Non-metallic conduits and fittings for electrical installations
- BS 4660 Thermoplastics ancillary fittings of nominal sizes 110 and 160 for below ground gravity drainage and sewerage
- BS 4662 Boxes for flush mounting of electrical accessories. Requirements, test methods and dimensions
- BS 4678 Cable trunking
- BS 5266 Emergency lighting
- BS 5489 Code of practice for the design of road lighting
- BS 5499 Graphical symbols and signs. Safety signs including fire safety signs
- BS 5649 Lighting columns
- BS 6004 Electric cables. PVC insulated and PVC sheathed cables for voltages up to and including 300/500 V, for electric power and lighting
- BS 6121 Mechanical cable glands
- BS 6972 Specification for general requirements for luminaire supporting couplers for domestic, light industrial and commercial use
- BS 7430 Code of practice for protective earthing of electrical installations
- BS 7671 Requirements for electrical installations. IET Wiring Regulations
- BS 8300:2009 Design of buildings and their approaches to meet the needs of disabled people

BS EN series

- BS EN 60079 Code of practice for selection, installation of electrical apparatus in potentially explosive atmospheres
- BS EN 60309 Plugs, socket outlets and couplers for industrial purposes
- BS EN 60439-3 Low-voltage switchgear and control gear assemblies. Particular requirements for low-voltage switchgear and control gear assemblies intended to be installed in places where unskilled persons have access to their use. Distribution boards
- BS EN 60529 Specification for degrees of protection provided by enclosures (IP Code)
- BS EN 61008 Residual current operated circuit-breakers without integral overcurrent protection for households and similar uses
- BS EN 61851 Electric vehicle conductive charging
- BS EN 62196 Plugs, socket-outlets, vehicle connectors and vehicle inlets. Conductive charging of electric vehicles. Dimensional compatibility and

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interchangeability requirements for DC and AC/DC pin and contact-tube vehicle couplers

- BS EN 62305 Protection against lightning
- BS EN 62423 Type F and type B residual current operated circuit-breakers with and without integral overcurrent protection for household and similar uses

IEC series

- 2004/108/EC Electromagnetic compatibility
- 2006/95/EC Low voltage equipment

MEICA specifications are listed in

- MEICA – Specification - General

What's this document about?

This document describes the general approach to specifying MEICA assets, elements and systems which must be followed by all Environment Agency staff and suppliers. This document is supported by a suite of supporting MEICA Specifications which are listed at the end of this document.

The specifications define the minimum technical requirements for the selection, design, construction, inspection and testing of MEICA assets, elements and systems.

The purpose of the specifications is to ensure that assets, elements and systems meet the required standards of design and engineering to ensure:

- - safe and reliable operation and maintenance;
- - an acceptable level of risk associated with the equipment and systems;
- - carbon, cost and environmental impact are taken into account.

Any deviation from these specifications must be applied for, and documented, using the MEICA concession process.

Who does this apply to?

This document applies to:

- Environment Agency Staff;
- Suppliers working on Environment Agency projects.

Contact for queries and feedback

-
- Please give anonymous feedback for this document.

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Introduction

Purpose of this document

The purpose of this document is to ensure that equipment and systems supplied:

- are carbon neutral in operation and minimise carbon in construction
- comply with relevant safety standards;
- meet consistent standards of engineering in design, materials and construction;
- provide the minimum whole life cost.

Where equipment standards cannot be met you must seek advice from the supra area MEICA team.

Note: The MEICA standards are not retrospective unless otherwise stated so if the MEICA installation complies with superseded British or international standards, then you can continue to use them provided it is legal, safe and operable.

Sustainability

General

The Environment Agency has published its ambition to be a net zero carbon organisation by 2030. As a result, we must improve the sustainability around our assets and their management. In the design of new assets or the refurbishment of existing assets consideration must be made to the carbon emissions generated by a new asset and/or activity related to the design, build, operation and maintenance.

The following considerations must be made of the following when designing and installing new assets:

- Have whole life carbon emissions been assessed in order to produce an optimal whole life low carbon design?
 - Have the following been considered:
 - Are more sustainable materials available that will not compromise the whole life carbon footprint
 - Are more carbon efficient manufacture methods available, which will reduce the associated carbon emissions (e.g. can the asset be built offsite, Design for Manufacture and Assembly (DfMA) methods be used)
 - Can renewable energy technologies be used as a power source.
 - Has a sustainability risk assessment been carried out?
 - Is the contractor PAS 2080 verified or have the standard PAS 2080 standards been consulted.
-

Equipment selection and design

Passive design

Passive design is the primary choice in our Asset Management Strategy; it is the principle of reducing carbon emissions and flood risk by minimising the number of assets that actively operate. Adopting passive designs allow manpower to concentrate on other front line work, particularly during floods.

Passive systems are designed to fulfil their primary function with minimum or no need for human or other intervention. They are designed to act to the highest standards and reduce health and safety and operational risk. This directly translates to the design of systems. The most passive elements are those that remain as far as possible unchanged between normal and operating conditions and maintain their integrity.

A passive design will be more reliable than an active design, reducing the risk associated with asset failure.

Further information on passive design can be found in [1418 12 Passive design guidance](#).

Equipment selection

Equipment and materials selection must have the lowest whole life carbon footprint, suit the purpose and type of duty defined in the specification and must take into account all possible operating conditions including possible exceedance.

All equipment supplied under the project specification must be:

- of current manufacture;
- supported by the manufacturer for the minimum design life.

Note: Obsolete equipment is not permitted.

Construction materials

Equipment and materials must be selected to resist corrosion, wear or seizure as a result of materials and substances that they might reasonably be expected to come into contact with during operational service.

UKCA Mark

Where required by the appropriate regulations, all equipment supplied must be UK Conformity Assessed (UKCA). This compliance requirement replaces the requirement for an EU declaration of conformity (CE) marking and came into force for the UK market on 1st January 2021. Products in stock before 1st January 2021, which were CE marked, are still eligible for sale in the UK market until 31st December 2021.

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Similar to CE marking, UKCA conformity requires a declaration that the product meets the applicable statutory requirements. The UK government has provided guidance on the use of and requirements for UKCA compliance. The guidance can be found on the UK government website: [Using the UKCA marking - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/guidance/using-the-ukca-marking).

Planned preventative maintenance

Details of all planned preventative maintenance (PPM) tasks required to achieve the minimum design life must be submitted as part of the design and as part of the Operation & Maintenance (O&M) manual.

These should include a schedule of tasks with:

- suggested low carbon footprint maintenance techniques
 - Reliability based activities.
 - recommended frequencies
 - recommended number, discipline and expertise level of personnel required to undertake each task.
-

Major Assets

Major assets are defined in [OI 376_04 Identifying flood and coastal risk management \(FCRM\) major assets](#).

Strategically Important Assets

When using MEICA specifications, suppliers must reference [OI 17_17 Strategically Important Asset Assessment \(FCRM\) SD 02 \(Fire\) 03 \(Resilience\) 04 \(Security\)](#) These documents must have been completed by the Asset Owner, and provide the Minimum Technical Requirements.

Design life

The design, workmanship and general finish must be of sound quality in accordance with good engineering practice.

Designs must be:

- robust;
- rated for the appropriate duty under prevailing operational site conditions;
- in accordance with the design life requirements identified elsewhere in the specification (except where varied for a specific application).

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The design life must be defined as the expected time to the first complete replacement, given adequate maintenance.

Adequate maintenance is defined as:

- inspection, adjustment, cleaning and lubrication of the plant;
- replacement of minor parts and consumable spares;
- minor repairs.

Note: Where this or any other relevant specification refers to 'hours', this means 'actual running hours'.

Minimum design life for specific MEICA equipment, systems and other assets is stated in the appropriate specification.

Ancillary equipment

The design life of any ancillary equipment required must be as detailed in the applicable Environment Agency specification.

Any components requiring regular replacement must be identified.

Deviations from specifications. (concession)

If the designer, contractor or supplier wishes to deviate from the specifications as listed in this document, it is permitted only if the alternative specification has been agreed by the Environment Agency through the concession process, as described in LIT 18692 – MEICA – Assurance - Concession process.

Regulations

The design and construction of equipment and systems must meet:

- all relevant statutory regulations;
 - all environmental legislation
 - all relevant Environment Agency procedures/requirements;
 - all applicable editions/sections (current at the time of tender) of all British and International Standards.
-

Whole life costs

Whole life carbon and monetary cost assessments must be performed for the equipment. This assessment must include cost of installation (including any associated civil works), operation and maintenance.

The following must be submitted as part of any tender or design:

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- whole life carbon cost
 - expected service life of the components (where applicable);
 - mean time between failures (MTBF);
 - design life;
 - replacement costs/frequencies.
-

Innovation

Details of any solution that incorporate innovative design features to reduce the whole life carbon costs or enhance performance, but do not comply with a specification, must be agreed in the first instance with the Environment Agency supra area MEICA team and a concession applied for.

Efficiency and performance

Equipment must be designed to maximise efficiency and minimise carbon footprint over its lifetime. Production of energy, or its consumption over the operational life of an asset is a major factor in quantifying efficiency of a solution. Consideration must be given to, power sources such as river flow or float operation, as well as service life and any regular maintenance/servicing requirements.

Disposal

Any equipment that is taken out of service must be assessed for condition.

If equipment is assessed as not having reached the end of its useful service life, it must be offered to the Supra-Area MEICA Team Leader who may wish to retain the equipment for use elsewhere, or for spares.

Where equipment is assessed as having reached the end of its useful service life, a discussion with the Supra Area MEICA Team Leader must take place prior to disposal. This will determine if there are any components or modules that can be removed and retained as strategic spares.

Equipment to be disposed of must be recycled. If recycling is not possible, it must be disposed of in an environmentally friendly manner.

Technical submissions

Drawings, technical literature and diagrams

All documentation associated with MEICA assets, elements and systems must be provided in accordance with MEICA-Specification-Documentation

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Spares and consumables and special tools

A list of recommended consumables and spares to support the equipment for a minimum of five years must be provided with the technical submission.

Special tools and test equipment, including setting tools, must be provided with the equipment to enable any routine in house maintenance and operation to be carried out. A special tool is any piece of equipment that the Environment Agency Operations and Maintenance teams would not regularly carry with them or be present at an asset.

Delivery and storage

Equipment must be delivered with suitable protection against damage and ingress of moisture at all times, including any bespoke and/or fabricated supports to protect or correctly orientate items during transportation and offloading.

Equipment and the associated documentation must be clearly marked showing dry weights in Kg.

Related documents

Operational instructions

- [OI1418_12 Passive design guidance](#)
 - [OI 17_17 Strategically Important Assets](#)
-

Associated specification documents.

- [MEICA-Specification- Materials and mechanical installations](#)
- [MEICA-Specification- Painting and protection systems](#)
- [MEICA-Specification- Hydraulic and pneumatic equipment](#)
- [MEICA-Specification- Water control structures](#)
- [MEICA-Specification- Valves and penstocks](#)
- [MEICA-Specification- Gate and valve actuators](#)
- [MEICA-Specification- Lifting equipment](#)
- [MEICA-Specification- Powered weedscreens](#)
- [MEICA-Specification- Pumps](#)
- [MEICA-Specification- Kiosks and enclosures](#)
- [MEICA-Specification- Electrical installations](#)
- [MEICA-Specification- Switchboards](#)
- [MEICA-Specification- Uninterruptible power systems](#)
- [MEICA-Specification- Rechargeable batteries](#)
- [MEICA-Specification-Engine generating sets](#)

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- MEICA-Specification- Electric motors
- MEICA-Specification- Pump starters
- MEICA-Specification-Security systems (Security and Fire)
- MEICA-Specification- Instrumentation
- MEICA-Specification- Programmable logic controllers
- MEICA-Specification- Documentation
- MEICA-Specification- Electric vehicle charging points
- MEICA-Specification-Pipelines

We agree to the above terms and conditions in respect of the Contract for the Car Charging Infrastructure and Associated Services.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	