

Award Form

This Award Form creates this Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.

1.	Buyer	Environment Agency (the Buyer). Its offices are on: [REDACTED] [REDACTED]
2.	Supplier	Name: Briggs Equipment UK Limited Address: [REDACTED] [REDACTED] Registration number: [REDACTED]
3.	Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables, being Procurement of pumps – Lot 1: Managing Agent - see Schedule 2 (Specification) for full details. This opportunity is advertised in this Contract Notice in Find A Tender, reference 2023/S 000-026918 (FTS Contract Notice).
4.	Contract reference	C25047
5.	Buyer Cause	Any material breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of this Contract and in respect of which the Buyer is liable to the Supplier.
6.	Collaborative working principles	The Collaborative Working Principles do not apply to this Contract. See Clause 3.1.3 for further details.
7.	Financial Transparency Objectives	The Financial Transparency Objectives do apply to this Contract. See Clause 6.3 for further details.
8.	Start Date	01 October 2024
9.	Expiry Date	30 September 2028
10.	Extension Period	Further period up to 30 th September 2030 (Estimated date)

		Extension exercised where the Buyer gives the Supplier no less than 1 Month written notice before this Contract expires]
11. Ending this Contract without a reason		The Buyer shall be able to terminate this Contract in accordance with Clause 14.3. Provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 shall be 6 months.
12. Incorporated Terms (together these documents form the " this Contract ")		The following documents are incorporated into this Contract. Where numbers are missing we are not using these Schedules. If there is any conflict, the following order of precedence applies: (a) This Award Form (b) Any Special Terms (see Section 13 (Special Terms) in this Award Form) (c) Core Terms (d) Bidder pack- Procurement Specific Requirements (e) Bidder Pack- Part One Core Requirements (f) Schedule 36 (Intellectual Property Rights) (g) Schedule 1 (Definitions) (h) Schedule 6 (Transparency Reports) (i) Schedule 20 (Processing Data) (j) The following Schedules (in equal order of precedence): (i) Schedule 2 (Specification) (ii) Schedule 3 (Charges) (iii) Schedule 5 (Commercially Sensitive Information) (iv) Schedule 7 (Staff Transfer) (v) Schedule 9 (Installation Works) (vi) Schedule 11 (Continuous Improvement) (vii) Schedule 12 (Benchmarking) (viii) Schedule 13 (Contract Management) (ix) Schedule 14 (Business Continuity and Disaster Recovery) (x) Schedule 16 (Security) (xi) Schedule 21 (Variation Form) (xii) Schedule 22 (Insurance Requirements)

		(xiii) Schedule 23 (Guarantee) [not used] (xiv) Schedule 24 (Financial Difficulties) (xv) Schedule 25 (Rectification Plan) (xvi) Schedule 26 (Sustainability) (xvii) Schedule 27 (Key Subcontractors) (xviii) Schedule 28 (ICT Services) (xix) Schedule 30 (Exit Management) (k) Schedule 4 (Tender), unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Tender will take precedence over the documents above.
13. Special Terms		Special Term 1 - N/A
		Special Term 2 - N/A
		Special Term 3 - N/A
14. Buyer's Environmental Policy		The Environment Agency: Reaching net zero by 2030 available online at: The Environment Agency: Reaching net zero by 2030 (publishing.service.gov.uk)
15. Social Value Commitment		the Supplier agrees, in providing the Deliverables and performing its obligations under this Contract, to deliver the Social Value outcomes in Schedule 4 (Tender) and report on the Social Value KPIs as required by Schedule 10 (Service Levels)]
16. Buyer's Security Requirements and Security and ICT Policy		Security Policy: See Schedule 16 For the purposes of Schedule 16 (Security) the Supplier is required to comply with the Security Policy. For the purposes of Supplier Staff vetting, the Supplier is required to comply with the Security Policy. ICT Policy: See Security Schedule (schedule 16), and ICT policy (schedule 28), (version 1.2 – August 2023). For the purposes of Schedule 16 (Security) the Supplier is required to comply with the ICT Policy. For the purposes of Schedule 28 (ICT) Supplier is required to comply with the ICT Policy.

17. Charges	Insert Indexation is applicable as detailed in Schedule 3 (Charges) Details in Schedule 3 (Charges)
18. Estimated Year 1 Charges	£250,000
19. Reimbursable expenses	None expected, however for any agreed by the Contract Manager will be in line with environment Agency's travel & subsidence policy.
20. Payment method	The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
21. Service Levels	Service Levels will be in accordance with Schedule 10 (Service Levels)
22. Liability	In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges. In accordance with Clause 15.5, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability, being £10 million.
23. Cyber Essentials Certification	Not required
24. Progress Meetings and Progress Reports	The Supplier shall attend Progress Meetings with the Buyer every quarter. The Supplier shall provide the Buyer with Progress Reports every quarter.

25.	Guarantor	Not applicable.
26.	Virtual Library	In accordance with Paragraph 2.2. of Schedule 30 (Exit Management) - the period in which the Supplier must create and maintain the Virtual Library, is as set out in that Paragraph; and - the Supplier shall update the Virtual Library every two (2) months.
27.	Supplier's Contract Manager	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
28.	Supplier Authorised Representative	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
29.	Supplier Compliance Officer	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
30.	Supplier Data Protection Officer	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
31.	Supplier Marketing Contact	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
32.	Key Subcontractors	

33.	Buyer Authorised Representative	

For and on behalf of the Supplier:	For and on behalf of the Buyer

[Redacted Signature Area]

Core Terms – Mid-tier

1. Definitions used in the contract

Interpret this Contract using Schedule 1 (Definitions).

2. How the contract works

- 2.1 If the Buyer decides to buy Deliverables under this Contract it must state its requirements using the Award Form. If allowed by the Regulations, the Buyer can:
 - 2.1.1 make changes to the Award Form;
 - 2.1.2 create new Schedules;
 - 2.1.3 exclude optional template Schedules; and
 - 2.1.4 use Special Terms in the Award Form to add or change terms.
- 2.2 The Contract:
 - 2.2.1 is between the Supplier and the Buyer; and
 - 2.2.2 includes Core Terms, Schedules and any other changes or items in the completed Award Form.
- 2.3 The Supplier acknowledges it has all the information required to perform its obligations under this Contract before entering into it. When information is provided by the Buyer no warranty of its accuracy is given to the Supplier.
- 2.4 The Supplier acknowledges that, subject to the Allowable Assumptions set out in Annex 2 of Schedule 3 (Charges) (if any), it has satisfied itself of all details relating to:
 - 2.4.1 the Buyer's requirements for the Deliverables;
 - 2.4.2 the Buyer's operating processes and working methods; and
 - 2.4.3 the ownership and fitness for purpose of the Buyer Assets, and it has advised the Buyer in writing of:
 - 2.4.4 each aspect, if any, of the Buyer's requirements for the Deliverables, operating processes and working methods that is not suitable for the provision of the Services;
 - 2.4.5 the actions needed to remedy each such unsuitable aspect; and
 - 2.4.6 a timetable for and, to the extent that such costs are to be payable to the Supplier, the costs of those actions,and such actions, timetable and costs are fully reflected in this Contract.
- 2.5 The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
 - 2.5.1 verify the accuracy of the Due Diligence Information; and

- 2.5.2 properly perform its own adequate checks.
- 2.6 The Buyer will not be liable for errors, omissions or misrepresentation of any information.
- 2.7 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

- (a) that comply with the Specification, the Tender Response and this Contract;
- (b) using reasonable skill and care;
- (c) using Good Industry Practice;
- (d) using its own policies, processes and internal quality control measures as long as they don't conflict with this Contract;
- (e) on the dates agreed; and
- (f) that comply with Law.

3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects or for such other period as specified in the Award Form.

3.1.3 Where the Award Form states that the Collaborative Working Principles will apply, the Supplier must co-operate and provide reasonable assistance to any Buyer Third Party notified to the Supplier by the Buyer from time to time and act at all times in accordance with the following principles:

- (a) proactively leading on, mitigating and contributing to the resolution of problems or issues irrespective of its contractual obligations, acting in accordance with the principle of "fix first, settle later";
- (b) being open, transparent and responsive in sharing relevant and accurate information with Buyer Third Parties;
- (c) where reasonable, adopting common working practices, terminology, standards and technology and a collaborative approach to service development and resourcing with Buyer Third Parties;
- (d) providing reasonable cooperation, support, information and assistance to Buyer Third Parties in a proactive, transparent and open way and in a spirit of trust and mutual confidence; and

- (e) identifying, implementing and capitalising on opportunities to improve deliverables and deliver better solutions and performance throughout the relationship lifecycle.

3.2 **Goods clauses**

- 3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- 3.2.2 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
- 3.2.3 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within three (3) Working Days of Delivery.
- 3.2.4 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.2.5 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.6 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.7 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.8 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.9 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.10 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than fourteen (14) days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier uses all reasonable endeavours to minimise these costs.
- 3.2.11 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with Clause 3. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.
- 3.2.12 The Buyer will not be liable for any actions, claims and Losses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any Loss or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify the Buyer from any losses,

charges, costs or expenses which arise as a result of or in connection with such Loss or injury where it is attributable to any act or omission of the Supplier or any of its Subcontractors or Supplier Staff.

3.3 Services clauses

- 3.3.1 Late Delivery of the Services will be a Default of this Contract.
- 3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions of the Buyer or third party suppliers.
- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of this Contract.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to this Contract.
- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.6 On completion of the Services, the Supplier is responsible for leaving the Buyer Premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer Premises or Buyer Assets, other than fair wear and tear.
- 3.3.7 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.8 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under this Contract.

4. Pricing and payments

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Award Form.
- 4.2 All Charges:
 - 4.2.1 exclude VAT, which is payable on provision of a valid VAT invoice; and
 - 4.2.2 include all costs connected with the Supply of Deliverables.
- 4.3 The Buyer must pay the Supplier the Charges within thirty (30) days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the invoice or in the Award Form.
- 4.4 A Supplier invoice is only valid if it:

- 4.4.1 includes all appropriate references including this Contract reference number and other details reasonably requested by the Buyer; and
 - 4.4.2 includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any).
- 4.5 The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer if notice and reasons are provided.
- 4.6 The Supplier must ensure that all Subcontractors are paid, in full, within thirty (30) days of receipt of a valid, undisputed invoice. If this does not happen, the Buyer can publish the details of the late payment or non-payment.
- 4.7 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.

5. The buyer's obligations to the supplier

- 5.1 If Supplier Non-Performance arises from a Buyer Cause:
 - 5.1.1 the Buyer cannot terminate this Contract under Clause 14.4.1;
 - 5.1.2 the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract;
 - 5.1.3 the Supplier is entitled to additional time needed to make the Delivery;
 - 5.1.4 the Supplier cannot suspend the ongoing supply of Deliverables.
- 5.2 Clause 5.1 only applies if the Supplier:
 - 5.2.1 gives notice to the Buyer of the Buyer Cause within ten (10) Working Days of becoming aware;
 - 5.2.2 demonstrates that the Supplier Non-Performance only happened because of the Buyer Cause; and
 - 5.2.3 mitigated the impact of the Buyer Cause.

6. Record keeping and reporting

- 6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Award Form.
- 6.2 The Supplier must keep and maintain full and accurate records and accounts in respect of this Contract during the Contract Period and for seven (7) years after the End Date and in accordance with the UK GDPR or the EU GDPR as the context requires, including the records and accounts which the Buyer has a right to Audit.
- 6.3 Where the Award Form states that the Financial Transparency Objectives apply, the Supplier must co-operate with the Buyer to

achieve the Financial Transparency Objectives and, to this end, will provide a Financial Report to the Buyer:

- 6.3.1 on or before the Effective Date;
 - 6.3.2 at the end of each Contract Year; and
 - 6.3.3 within six (6) Months of the end of the Contract Period,
 - 6.3.4 and the Supplier must meet with the Buyer if requested within ten (10) Working Days of the Buyer receiving a Financial Report.
- 6.4 If the Supplier becomes aware of an event that has occurred or is likely to occur in the future which will have a material effect on the:
- 6.4.1 Supplier's currently incurred or forecast future Costs; and
 - 6.4.2 forecast Charges for the remainder of this Contract,
 - 6.4.3 then the Supplier must notify the Buyer in writing as soon as practicable setting out the actual or anticipated effect of the event.
- 6.5 The Buyer or an Auditor can Audit the Supplier.
- 6.6 The Supplier must allow any Auditor access to their premises and the Buyer will use reasonable endeavours to ensure that any Auditor:
- 6.6.1 complies with the Supplier's operating procedures; and
 - 6.6.2 does not unreasonably disrupt the Supplier or its provision of the Deliverables.
- 6.7 During an Audit, the Supplier must provide information to the Auditor and reasonable co-operation at their request including access to:
- 6.7.1 all information within the permitted scope of the Audit;
 - 6.7.2 any Sites, equipment and the Supplier's ICT system used in the performance of this Contract; and
 - 6.7.3 the Supplier Staff.
- 6.8 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a Material Default by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.
- 6.9 The Supplier must comply with the Buyer's reasonable instructions following an Audit, including:
- 6.9.1 correcting any identified Default;
 - 6.9.2 rectifying any error identified in a Financial Report; and
 - 6.9.3 repaying any Charges that the Buyer has overpaid.
- 6.10 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
- 6.10.1 tell the Buyer and give reasons;

6.10.2 propose corrective action; and

6.10.3 provide a deadline for completing the corrective action.

6.11 Except where an Audit is imposed on the Buyer by a regulatory body or where the Buyer has reasonable grounds for believing that the Supplier has not complied with its obligations under this Contract, the Buyer may not conduct an Audit of the Supplier or of the same Key Subcontractor more than twice in any Contract Year.

7. Supplier staff

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

7.1.1 be appropriately trained and qualified;

7.1.2 be vetted using Good Industry Practice and the Security Policy (is used); and

7.1.3 comply with all conduct requirements when on the Buyer's Premises.

7.2 Where the Buyer decides one of the Supplier's Staff is not suitable to work on this Contract, the Supplier must replace them with a suitably qualified alternative.

7.3 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.

7.4 The Supplier indemnifies the Buyer against all claims brought by any person employed or engaged by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

7.5 The Buyer indemnifies the Supplier against all claims brought by any person employed or engaged by the Buyer caused by an act or omission of the Buyer or any of the Buyer's employees, agents, consultants and contractors.

8. Supply chain

8.1 Appointing Subcontractors

8.1.1 The Supplier must exercise due skill and care when it selects and appoints Subcontractors to ensure that the Supplier is able to:

(a) manage Subcontractors in accordance with Good Industry Practice;

(b) comply with its obligations under this Contract; and

(c) assign, novate or transfer its rights and/or obligations under the Sub-Contract that relate exclusively to this Contract to the Buyer or a Replacement Supplier.

8.2 Mandatory provisions in Sub-Contracts

8.2.1 For Sub-Contracts in the Supplier's supply chain entered into wholly or substantially for the purpose of performing or

contributing to the performance of the whole or any part of this Contract:

- (a) where such Sub-Contracts are entered into after the Effective Date, the Supplier will ensure that they all contain provisions that; or
- (b) where such Sub-Contracts are entered into before the Effective Date, the Supplier will take all reasonable endeavours to ensure that they all contain provisions that:
- (c) allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
- (d) require the Supplier to pay all Subcontractors in full, within thirty (30) days of receiving a valid, undisputed invoice; and
- (e) allow the Buyer to publish the details of the late payment or non-payment if this thirty (30) day limit is exceeded.

8.3 When Sub-Contracts can be ended

8.3.1 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:

- (a) there is a Change of Control of a Subcontractor which isn't pre-approved by the Buyer in writing;
- (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 14.4;
- (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer;
- (d) the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; and/or
- (e) the Buyer has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Public Contracts Regulations 2015.

8.4 Competitive terms

8.4.1 If the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.

8.4.2 If the Buyer uses Clause 8.4.1 then the Charges must be reduced by an agreed amount by using the Variation Procedure.

8.5 Ongoing responsibility of the Supplier

The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.

9. Rights and protection

9.1 The Supplier warrants and represents that:

- 9.1.1 it has full capacity and authority to enter into and to perform this Contract;
- 9.1.2 this Contract is entered into by its authorised representative;
- 9.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;
- 9.1.4 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform this Contract;
- 9.1.5 all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under this Contract and for the Buyer to receive the Deliverables;
- 9.1.6 it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform this Contract;
- 9.1.7 it is not impacted by an Insolvency Event or a Financial Distress Event; and
- 9.1.8 neither it nor, to the best of its knowledge the Supplier Staff, have committed a Prohibited Act prior to the Effective Date or been subject to an investigation relating to a Prohibited Act.

9.2 The warranties and representations in Clauses 2.7 and 9.1 are repeated each time the Supplier provides Deliverables under this Contract.

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

- 9.3.1 wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts this Contract; and
- 9.3.2 non-payment by the Supplier of any tax or National Insurance.

9.4 All claims indemnified under this Contract must use Clause 30.

- 9.5 The description of any provision of this Contract as a warranty does not prevent the Buyer from exercising any termination right that it may have for Default of that clause by the Supplier.
- 9.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.
- 9.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier for free.

10. Intellectual Property Rights (IPRs)

- 10.1 The Parties agree that the terms set out in Schedule 36 (Intellectual Property Rights) shall apply to this Contract.
- 10.2 If there is an IPR Claim, the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 10.3 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
 - 10.3.1 obtain for the Buyer the rights to continue using the relevant item without infringing any third party IPR; or
 - 10.3.2 replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- 10.4 If the Buyer requires that the Supplier procures a licence in accordance with Clause 10.3.1 or to modify or replace an item pursuant to Clause 10.3.2, but this has not avoided or resolved the IPR Claim, then the Buyer may terminate this Contract by written notice with immediate effect and the consequences of termination set out in Clauses 14.5.1 shall apply.

11. Rectifying issues

- 11.1 If there is a Notifiable Default, the Supplier must notify the Buyer within three (3) Working Days of the Supplier becoming aware of the Notifiable Default and the Buyer may request that the Supplier provide a Rectification Plan within ten (10) Working Days of the Buyer's request alongside any additional documentation that the Buyer requires.
- 11.2 When the Buyer receives a requested Rectification Plan it can either:
 - 11.2.1 reject the Rectification Plan or revised Rectification Plan giving reasons; or
 - 11.2.2 accept the Rectification Plan or revised Rectification Plan (without limiting its rights) in which case the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.

11.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Buyer:

11.3.1 will give reasonable grounds for its decision; and

11.3.2 may request that the Supplier provides a revised Rectification Plan within five (5) Working Days.

12. Escalating issues

12.1 If the Supplier fails to:

12.1.1 submit a Rectification Plan or a revised Rectification Plan within the timescales set out in Clauses 11.1 or 11.3; and

12.1.2 adhere to the timescales set out in an accepted Rectification Plan to resolve the Notifiable Default.

or if the Buyer otherwise rejects a Rectification Plan, the Buyer can require the Supplier to attend an Escalation Meeting on not less than five (5) Working Days' notice. The Buyer will determine the location, time and duration of the Escalation Meeting(s) and the Supplier must ensure that the Supplier Authorised Representative is available to attend.

12.2 The Escalation Meeting(s) will continue until the Buyer is satisfied that the Notifiable Default has been resolved, however, where an Escalation Meeting(s) has continued for more than five (5) Working Days, either Party may treat the matter as a Dispute to be handled through the Dispute Resolution Procedure.

12.3 If the Supplier is in Default of any of its obligations under this Clause 12, the Buyer shall be entitled to terminate this Agreement and the consequences of termination set out in Clauses 14.5.1 shall apply as if the contract were terminated under Clause 14.4.1.

13. Step-in rights

13.1 If a Step-In Trigger Event occurs, the Buyer may give notice to the Supplier that it will be taking action in accordance with this Clause 13.1 and setting out:

13.1.1 whether it will be taking action itself or with the assistance of a third party;

13.1.2 what Required Action the Buyer will take during the Step-In Process;

13.1.3 when the Required Action will begin and how long it will continue for;

13.1.4 whether the Buyer will require access to the Sites; and

13.1.5 what impact the Buyer anticipates that the Required Action will have on the Supplier's obligations to provide the Deliverables.

13.2 For as long as the Required Action is taking place:

- 13.2.1 the Supplier will not have to provide the Deliverables that are the subject of the Required Action;
- 13.2.2 no Deductions will be applicable in respect of Charges relating to the Deliverables that are the subject of the Required Action; and
- 13.2.3 the Buyer will pay the Charges to the Supplier after subtracting any applicable Deductions and the Buyer's costs of taking the Required Action.
- 13.3 The Buyer will give notice to the Supplier before it ceases to exercise its rights under the Step-In Process and within twenty (20) Working Days of this notice the Supplier will develop a draft Step-Out Plan for the Buyer to approve.
- 13.4 If the Buyer does not approve the draft Step-Out Plan, the Buyer will give reasons and the Supplier will revise the draft Step-Out Plan and re-submit it for approval.
- 13.5 The Supplier shall bear its own costs in connection with any step-in by the Buyer under this Clause 13, provided that the Buyer shall reimburse the Supplier's reasonable additional expenses incurred directly as a result of any step-in action taken by the Buyer under:
 - 13.5.1 limbs (f) or (g) of the definition of a Step-In Trigger Event; or
 - 13.5.2 limbs (h) and (i) of the definition of a Step-in Trigger Event (insofar as the primary cause of the Buyer serving a notice under Clause 13.1 is identified as not being the result of the Supplier's Default).

14. Ending the contract

- 14.1 The Contract takes effect on the Effective Date and ends on the End Date or earlier if terminated under this Clause 14 or if required by Law.
- 14.2 The Buyer can extend this Contract for the Extension Period by giving the Supplier written notice before this Contract expires as described in the Award Form.
- 14.3 **Ending the contract without a reason**

The Buyer has the right to terminate this Contract at any time without reason by giving the Supplier not less than ninety (90) days' notice (unless a different notice period is set out in the Award Form) and if it's terminated Clause 14.6.3 applies.
- 14.4 **When the Buyer can end this Contract**
 - 14.4.1 If any of the following events happen, the Buyer has the right to immediately terminate this Contract by issuing a Termination Notice to the Supplier and the consequences of termination in Clause 14.5.1 shall apply:
 - (a) there's a Supplier Insolvency Event;

- (b) the Supplier fails to notify the Buyer in writing of any Occasion of Tax Non-Compliance or fails to provide details of proposed mitigating factors which, in the reasonable opinion of the Buyer, are acceptable;
- (c) there's a Notifiable Default that is not corrected in line with an accepted Rectification Plan;
- (d) the Buyer rejects a Rectification Plan or the Supplier does not provide it within ten (10) days of the request;
- (e) there's any Material Default of this Contract;
- (f) there's any Material Default of any Joint Controller Agreement relating to this Contract;
- (g) there's a Default of Clauses 2.8, 12, 31 or Schedule 28 (ICT Services) (where applicable);
- (h) the performance of the Supplier causes a Critical Service Level Failure to occur;
- (i) there's a consistent repeated failure to meet the Service Levels in Schedule 10 (Service Levels);
- (j) there's a Change of Control of the Supplier which isn't pre-approved by the Buyer in writing;
- (k) the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time this Contract was awarded;
- (l) the Supplier or its Affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them;
- (m) the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables; or
- (n) the Supplier fails to enter into or to comply with an Admission Agreement under Part D of Schedule 7 (Staff Transfer).

14.4.2 If any of the events in 73 (1) (a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate this Contract and Clauses 14.5.1(b)) to 14.5.1(g)) apply.

14.5 What happens if the contract ends

14.5.1 Where the Buyer terminates this Contract under Clauses 14.4.1, 10.4 and 12.3, Paragraph 7 of Part D of Schedule 7 (Staff Transfer), Paragraph 2.2 of Schedule 12 (Benchmarking) (where applicable) Paragraph 4.1 of Schedule 37 (Corporate Resolution Planning) (where applicable) Paragraph 7 of Schedule 24 (Financial Difficulties) (where applicable) or Paragraphs 3.1.12.2 or 3.3.1.2 of Part A of Schedule 26 (Sustainability) all of the following apply:

- (a) The Supplier is responsible for the Buyer's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.
- (b) The Buyer's payment obligations under the terminated Contract stop immediately.
- (c) Accumulated rights of the Parties are not affected.
- (d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
- (e) The Supplier must promptly return any of the Buyer's property provided under the terminated Contract.
- (f) The Supplier must, at no cost to the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).
- (g) The Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry.

14.5.2 If either Party terminates this Contract under Clause 24.3:

- (a) each party must cover its own Losses; and
- (b) Clauses 14.5.1(b)) to 14.5.1(g)) apply.

14.5.3 The following Clauses survive the termination or expiry of this Contract: 3.2.10, 4, 6, 7.4, 7.5, 10, 14.5, 14.6.3, 15, 18, 19, 20, 21, 22, 23, 35.3.2, 39, 40, Schedule 1 (Definitions), Schedule 3 (Charges), Schedule 7 (Staff Transfer), Schedule 30 (Exit Management)) (if used), Schedule 36 (Intellectual Property Rights) and any Clauses and Schedules which are expressly or by implication intended to continue.

14.6 When the Supplier (and the Buyer) can end the contract

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

14.6.2 The Supplier also has the right to terminate this Contract in accordance with Clauses 24.3 and 27.5.

14.6.3 Where the Buyer terminates this Contract under Clause 14.3 or the Supplier terminates this Contract under Clause 14.6.1 or 27.5:

- (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier;
- (b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides

a fully itemised and costed schedule with evidence – the maximum value of this payment is limited to the total sum payable to the Supplier if this Contract had not been terminated; and

(c) Clauses 14.5.1(b)) to 14.5.1(g)) apply.

14.7 Partially ending and suspending the contract

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

14.7.2 The Buyer can only partially terminate or suspend this Contract if the remaining parts of this Contract can still be used to effectively deliver the intended purpose.

14.7.3 The Parties must agree any necessary Variation required by this Clause 14.7 using the Variation Procedure, but the Supplier may not either:

(a) reject the Variation; or

(b) increase the Charges, except where the right to partial termination is under Clause 14.3.

14.7.4 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under this Clause 14.7.

15. How much you can be held responsible for?

15.1 Each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified otherwise in the Award Form.

15.2 Neither Party is liable to the other for:

15.2.1 any indirect Losses; and/or

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

15.3 In spite of Clause 15.1, neither Party limits or excludes any of the following:

15.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;

15.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; and

15.3.3 any liability that cannot be excluded or limited by Law.

15.4 In spite of Clause 15.1, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.4, 7.5, 9.3.2, 10.2, 35.3.2 or Schedule 7 (Staff Transfer) of this Contract.

- 15.5 In spite of Clause 15.1, The Buyer does not limit or exclude its liability for any indemnity given under Clause 7 or Schedule 7 (Staff Transfer) of this Contract.
- 15.6 In spite of Clause 15.1, but subject to Clauses 15.2 and 15.3, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability Cap.
- 15.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with this Contract, including any indemnities.
- 15.8 When calculating the Supplier's liability under Clause 15.1 the following items will not be taken into consideration:
 - 15.8.1 Deductions; and
 - 15.8.2 any items specified in Clause 15.4.
- 15.9 If more than one Supplier is party to this Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

16. Obeying the law

- 16.1 The Supplier shall comply with the provisions of Schedule 26 (Sustainability).
- 16.2 The Supplier shall comply with the provisions of:
 - 16.2.1 the Official Secrets Acts 1911 to 1989; and
 - 16.2.2 section 182 of the Finance Act 1989.
- 16.3 The Supplier indemnifies the Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law to do with this Contract.
- 16.4 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 16.1 and Clauses 31 to 36.

17. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Schedule 22 (Insurance Requirements).

18. Data protection and security

- 18.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Schedule 20 (Processing Data).
- 18.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.

- 18.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies via a secure encrypted method upon reasonable request.
- 18.4 The Supplier must ensure that any Supplier, Subcontractor and Subprocessor system (including any cloud services or end user devices used by the Supplier, Subcontractor and Subprocessor) holding any Government Data, including back-up data, is a secure system that complies with the Cyber Essentials Schedule (if used), the Security Schedule (if used), the Security Policy and the security requirements specified in the Award Form. and otherwise as required by Data Protection Legislation.
- 18.5 If at any time the Supplier suspects or has reason to believe that the Government Data is corrupted, lost or sufficiently degraded, then the Supplier must immediately notify the Buyer and suggest remedial action.
- 18.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:
 - 18.6.1 tell the Supplier to restore or get restored Government Data as soon as practical but no later than five (5) Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and
 - 18.6.2 restore the Government Data itself or using a third party.
- 18.7 The Supplier must pay each Party's reasonable costs of complying with Clause 18.6 unless the Buyer is at fault.
- 18.8 The Supplier:
 - 18.8.1 must provide the Buyer with all Government Data in an agreed format (provided it is secure and readable) within ten (10) Working Days of a written request;
 - 18.8.2 must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - 18.8.3 must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice, other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are either Independent Controllers or Joint Controllers;
 - 18.8.4 securely erase all Government Data and any copies it holds when asked to do so by the Buyer (and certify to the Buyer that it has done so) unless and to the extent required by Law to retain it other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are either Independent Controllers or Joint Controllers; and

18.8.5 indemnifies the Buyer against any and all Losses incurred if the Supplier breaches Clause 18 or any Data Protection Legislation.

19. What you must keep confidential

19.1 Each Party must:

19.1.1 keep all Confidential Information it receives confidential and secure;

19.1.2 not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under this Contract; and

19.1.3 immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

19.2 In spite of Clause 19.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

19.2.1 where disclosure is required by applicable Law, a regulatory body or a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;

19.2.2 if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;

19.2.3 if the information was given to it by a third party without obligation of confidentiality;

19.2.4 if the information was in the public domain at the time of the disclosure;

19.2.5 if the information was independently developed without access to the Disclosing Party's Confidential Information;

19.2.6 on a confidential basis, to its auditors or for the purpose of regulatory requirements;

19.2.7 on a confidential basis, to its professional advisers on a need-to-know basis; and

19.2.8 to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

19.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under this Contract. The Supplier Staff shall remain responsible at all times for compliance with the confidentiality

obligations set out in this Contract by the persons to whom disclosure has been made.

- 19.4 The Buyer may disclose Confidential Information in any of the following cases:
- 19.4.1 on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
 - 19.4.2 on a confidential basis to any other Crown Body, any successor body to a Crown Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
 - 19.4.3 if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - 19.4.4 where requested by Parliament;
 - 19.4.5 under Clauses 4.6 and 20; and
 - 19.4.6 on a confidential basis under the audit rights in Clauses 6.5 to 6.9 (inclusive), Clause 13 (Step-in rights), Schedule 7 and Schedule 30 (if used).
- 19.5 For the purposes of Clauses 19.2 to 19.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 19.
- 19.6 Transparency Information and any information which is exempt from disclosure by Clause 20 is not Confidential Information.
- 19.7 The Supplier must not make any press announcement or publicise this Contracts or any part of them in any way, without the prior written consent of the Buyer and must use all reasonable endeavours to ensure that Supplier Staff do not either.

20. When you can share information

- 20.1 The Supplier must tell the Buyer within forty eight (48) hours if it receives a Request For Information.
- 20.2 In accordance with a reasonable timetable and in any event within five (5) Working Days of a request from the Buyer, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
- 20.2.1 publish the Transparency Information; and
 - 20.2.2 comply with any Request for Information.
- 20.3 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a FOIA request and may talk to the Supplier to help it decide whether to publish information under Clause 20.1. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion.

21. Invalid parts of the contract

If any provision or part provision of this Contract is or becomes invalid, illegal or unenforceable for any reason, such provision or part-provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract.

22. No other terms apply

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

23. Other people's rights in this Contract

- 23.1 The provisions of Paragraphs 2.1 and 2.3 of Part A, Paragraphs 2.1, 2.3 and 3.1 of Part B, Paragraphs 1.2, 1.4 and 1.7 of Part C, Part D and Paragraphs 1.4, 1.7, 2.3, 2.5 and 2.10 of Part E of Schedule 7 (Staff Transfer) and the provisions of Paragraph 3.1, 6.1, 7.2, 8.2, 8.5, 8.6 and 8.9 of Schedule 30 (Exit Management) (together "**Third Party Provisions**") confer benefits on persons named or identified in such provisions other than the Parties (each such person a "**Third Party Beneficiary**") and are intended to be enforceable by Third Parties Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act ("**CRTPA**").
- 23.2 Subject to Clause 23.1, no third parties may use the CRTPA to enforce any term of this Contract unless stated (referring to CRTPA) in this Contract. This does not affect third party rights and remedies that exist independently from CRTPA.
- 23.3 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
- 23.4 Any amendments or modifications to this Contract may be made, and any rights created under Clause 23.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

24. Circumstances beyond your control

- 24.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under this Contract while the inability to perform continues, if it both:
- 24.1.1 provides a Force Majeure Notice to the other Party; and
 - 24.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 24.2 Any failure or delay by the Supplier to perform its obligations under this Contract that is due to a failure or delay by an agent, Subcontractor or supplier will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.

- 24.3 Either party can partially or fully terminate this Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for ninety (90) days continuously.

25. Relationships created by the contract

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

26. Giving up contract rights

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

27. Transferring responsibilities

- 27.1 The Supplier cannot assign, novate or in any other way dispose of this Contract or any part of it without the Buyer's written consent.
- 27.2 Subject to Schedule 27 (Key Subcontractors), the Supplier cannot sub-contract this Contract or any part of it without the Buyer's prior written consent. The Supplier shall provide the Buyer with information about the Subcontractor as it reasonably requests. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. If the Buyer does not communicate a decision to the Supplier within ten (10) Working Days of the request for consent then its consent will be deemed to have been given. The Buyer may reasonably withhold its consent to the appointment of a Subcontractor if it considers that:
- 27.2.1 the appointment of a proposed Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
- 27.2.2 the proposed Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
- 27.2.3 the proposed Subcontractor employs unfit persons.
- 27.3 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.
- 27.4 When the Buyer uses its rights under Clause 27.3 the Supplier must enter into a novation agreement in the form that the Buyer specifies.
- 27.5 The Supplier can terminate this Contract novated under Clause 27.3 to a private sector body that is experiencing an Insolvency Event.
- 27.6 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 27.7 If at any time the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

- 27.7.1 their name;
- 27.7.2 the scope of their appointment;
- 27.7.3 the duration of their appointment; and
- 27.7.4 a copy of the Sub-Contract.

28. Changing the contract

- 28.1 Either Party can request a Variation to this Contract which is only effective if agreed in writing, including where it is set out in the Variation Form, and signed by both Parties.
- 28.2 The Supplier must provide an Impact Assessment either:
 - 28.2.1 with the Variation Form, where the Supplier requests the Variation; and
 - 28.2.2 within the time limits included in a Variation Form requested by the Buyer.
- 28.3 If the Variation to this Contract cannot be agreed or resolved by the Parties, the Buyer can either:
 - 28.3.1 agree that this Contract continues without the Variation; and
 - 28.3.2 refer the Dispute to be resolved using Clause 39 (Resolving Disputes).
- 28.4 The Buyer is not required to accept a Variation request made by the Supplier.
- 28.5 The Supplier may only reject a Variation requested by the Buyer if the Supplier:
 - 28.5.1 reasonably believes that the Variation would materially and adversely affect the risks to the health and safety of any person or that it would result in the Deliverables being provided in a way that infringes any Law; or
 - 28.5.2 demonstrates to the Buyer's reasonable satisfaction that the Variation is technically impossible to implement and that neither the Tender nor the Specification state that the Supplier has the required technical capacity or flexibility to implement the Variation.
- 28.6 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Charges.
- 28.7 If there is a Specific Change in Law or one is likely to happen during this Contract Period the Supplier must give the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, the Charges or this Contract and provide evidence:
 - 28.7.1 that the Supplier has kept costs as low as possible, including in Subcontractor costs; and

28.7.2 of how it has affected the Supplier's costs.

28.8 Any change in the Charges or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 28.1 to 28.4.

29. How to communicate about the contract

29.1 All notices under this Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.

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

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

30. Dealing with claims

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

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

30.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and

30.2.2 give the Indemnifier reasonable assistance with the claim if requested.

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

30.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.

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

30.6 Each Beneficiary must use all reasonable endeavours to minimise and mitigate any losses that it suffers because of the Claim.

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

30.7.1 the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; and

30.7.2 the amount the Indemnifier paid the Beneficiary for the Claim.

31. Preventing fraud, bribery and corruption

- 31.1 The Supplier must not during the Contract Period:
 - 31.1.1 commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2);
 - 31.1.2 do or allow anything which would cause the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.
- 31.2 The Supplier must during the Contract Period:
 - 31.2.1 create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
 - 31.2.2 keep full records to show it has complied with its obligations under this Clause 31 and give copies to the Buyer on request; and
 - 31.2.3 if required by the Buyer, within twenty (20) Working Days of the Effective Date of this Contract, and then annually, certify in writing to the Buyer, that they have complied with this Clause 31, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.
- 31.3 The Supplier must immediately notify the Buyer if it becomes aware of any Default of Clauses 31.1 or has any reason to think that it, or any of the Supplier Staff, have either:
 - 31.3.1 been investigated or prosecuted for an alleged Prohibited Act;
 - 31.3.2 been debarred, suspended, proposed for suspension or debarment, or are otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
 - 31.3.3 received a request or demand for any undue financial or other advantage of any kind related to this Contract; and
 - 31.3.4 suspected that any person or Party directly or indirectly related to this Contract has committed or attempted to commit a Prohibited Act.
- 31.4 If the Supplier notifies the Buyer as required by Clause 31.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.
- 31.5 If the Supplier is in Default under Clause 31.1 the Buyer may:

- 31.5.1 require the Supplier to remove any Supplier Staff from providing the Deliverables if their acts or omissions have caused the Default; and
- 31.5.2 immediately terminate this agreement in accordance with Clause 14.4.1 and the consequences of termination in Clauses 14.5.1 shall apply.
- 31.6 In any notice the Supplier gives under Clause 31.4 it must specify the:
 - 31.6.1 Prohibited Act;
 - 31.6.2 identity of the Party who it thinks has committed the Prohibited Act; and
 - 31.6.3 action it has decided to take.

32. Equality, diversity and human rights

- 32.1 The Supplier must follow all applicable equality Law when they perform their obligations under this Contract, including:
 - 32.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
 - 32.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.
- 32.2 The Supplier must use all reasonable endeavours, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on this Contract.

33. Health and safety

- 33.1 The Supplier must perform its obligations meeting the requirements of:
 - 33.1.1 all applicable Law regarding health and safety; and
 - 33.1.2 the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.
- 33.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer Premises that relate to the performance of this Contract.

34. Environment

- 34.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.
- 34.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

35. Tax

- 35.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate this Contract where the Supplier has not paid a minor tax or social security contribution.
- 35.2 Where the Charges payable under this Contract are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify the Buyer of it within five (5) Working Days including:
 - 35.2.1 the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
 - 35.2.2 other information relating to the Occasion of Tax Non-Compliance that the Buyer may reasonably need.
- 35.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under this Contract, the Supplier must both:
 - 35.3.1 comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
 - 35.3.2 indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 35.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
 - 35.4.1 the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 35.3.1, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
 - 35.4.2 the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
 - 35.4.3 the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 35.3.1 or confirms that the Worker is not complying with those requirements; and

35.4.4 the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

36. Conflict of interest

- 36.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual, potential or perceived Conflict of Interest.
- 36.2 The Supplier must promptly notify and provide details to the Buyer if an actual, potential or perceived Conflict of Interest happens or is expected to happen.
- 36.3 The Buyer will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such measures do not or will not resolve an actual or potential Conflict of Interest, the Buyer may terminate its Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest and Clauses 14.5.1(b) to 14.5.1(g) shall apply.

37. Reporting a breach of the contract

- 37.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected:
 - 37.1.1 breach of Law;
 - 37.1.2 Default of Clause 16.1; and
 - 37.1.3 Default of Clauses 31 to 36.
- 37.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach or Default listed in Clause 37.1 to the Buyer or a Prescribed Person.

38. Further Assurances

Each Party will, at the request and cost of the other Party, do all things which may be reasonably necessary to give effect to the meaning of this Contract.

39. Resolving disputes

- 39.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within twenty eight (28) days of a written request from the other Party, meet in good faith to resolve the Dispute by commercial negotiation.
- 39.2 If the Parties cannot resolve the Dispute via commercial negotiation, they can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to

use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 39.4 to 39.6.

- 39.3 Unless the Buyer refers the Dispute to arbitration using Clause 39.5, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

39.3.1 determine the Dispute;

39.3.2 grant interim remedies; and

39.3.3 grant any other provisional or protective relief.

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

- 39.5 The Buyer has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 39.4, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 39.5.

- 39.6 The Supplier cannot suspend the performance of this Contract during any Dispute.

40. Which law applies

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

Schedule 1 (Definitions)

1. Definitions

- 1.1 In this Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In this Contract, unless the context otherwise requires:
 - 1.3.1 reference to a gender includes the other gender and the neuter;
 - 1.3.2 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 1.3.3 a reference to any Law includes a reference to that Law as amended, extended, consolidated, replaced or re-enacted from time to time (including as a consequence of the Retained EU Law (Revocation and Reform) Act 2023);
 - 1.3.4 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
 - 1.3.5 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.6 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under this Contract;
 - 1.3.7 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.8 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;

- 1.3.9 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
- 1.3.10 where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole; and
- 1.3.11 Any reference in this Contract which immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time.
- 1.4 In this Contract, unless the context otherwise requires, the following words shall have the following meanings:
- | | |
|--------------------------------------|---|
| "Achieve" | in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and " Achieved ", " Achieving " and " Achievement " shall be construed accordingly; |
| "Additional FDE Group Member" | means any entity (if any) specified as an Additional FDE Group Member in Part A of Annex 3 of Schedule 24 (Financial Difficulties); |
| "Affected Party" | the party seeking to claim relief in respect of a Force Majeure Event; |
| "Affiliates" | in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time; |
| "Allowable Assumptions" | means the assumptions (if any) set out in Annex 2 of Schedule 3 (Charges); |
| "Annex" | extra information which supports a Schedule; |
| "Approval" | the prior written consent of the Buyer and " Approve " and " Approved " shall be construed accordingly; |

"Associates"	means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles;
"Audit"	the Buyer's right to: (a) verify the integrity and content of any Financial Report; (b) verify the accuracy of the Charges and any other amounts payable by the Buyer under a Contract (including proposed or actual variations to them in accordance with this Contract); (c) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; (d) verify the Open Book Data; (e) verify the Supplier's and each Subcontractor's compliance with the applicable Law; (f) identify or investigate actual or suspected breach of Clauses 3 to 37 and/or Schedule 26 (Sustainability), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations; (g) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables; (h) obtain such information as is necessary to fulfil the Buyer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes

	including the supply of information to the Comptroller and Auditor General;
	(i) review any books of account and the internal contract management accounts kept by the Supplier in connection with this Contract;
	(j) carry out the Buyer's internal and statutory audits and to prepare, examine and/or certify the Buyer's annual and interim reports and accounts;
	(k) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources;
"Auditor"	(a) the Buyer's internal and external auditors; (b) the Buyer's statutory or regulatory auditors; (c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; (d) HM Treasury or the Cabinet Office; (e) any party formally appointed by the Buyer to carry out audit or similar review functions; and (f) successors or assigns of any of the above;
"Award Form"	the document outlining the Incorporated Terms and crucial information required for this Contract, to be executed by the Supplier and the Buyer;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	the public sector purchaser identified as such in the Order Form;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with

	the provision of the Deliverables which remain the property of the Buyer throughout the term of this Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to this Contract initially identified in the Award Form;
"Buyer Cause"	has the meaning given to it in the Award Form;
"Buyer Existing IPR"	means any and all IPR that are owned by or licensed to the Buyer, and where the Buyer is a Crown Body, any Crown IPR, and which are or have been developed independently of this Contract (whether prior to the Effective Date or otherwise) but excluding Buyer Software;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Buyer Property"	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;
"Buyer Software"	any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
"Buyer System"	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;
"Buyer Third Party"	means any supplier to the Buyer (other than the Supplier), which is notified to the Supplier from time to time;

"Buyer's Confidential Information"	(a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Buyer (including all Buyer Existing IPR and New IPR); (b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Buyer's attention or into the Buyer's possession in connection with this Contract; and information derived from any of the above;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of this Contract which comes into force after the Effective Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under this Contract, as set out in the Award Form, for the full and proper performance by the Supplier of its obligations under this Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in Schedule 5 (Commercially Sensitive Information (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss;

"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under this Contract, in the reasonable opinion of the Buyer;
"Contract"	the contract between the Buyer and the Supplier, which consists of the terms set out and referred to in the Award Form;
"Contract Period"	the term of this Contract from the earlier of the: (a) Start Date; or (b) the Effective Date, until the End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under this Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Effective Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;

- "Core Terms"** the Buyer's terms and conditions which apply to and comprise one part of this Contract set out in the document called **"Core Terms"**;
- "Costs"** the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:
- (a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including:
 - (i) base salary paid to the Supplier Staff;
 - (ii) employer's National Insurance contributions;
 - (iii) pension contributions;
 - (iv) car allowances;
 - (v) any other contractual employment benefits;
 - (vi) staff training;
 - (vii) work place accommodation;
 - (viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and
 - (ix) reasonable recruitment costs, as agreed with the Buyer;
 - (b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the

Supplier in respect of those Supplier Assets;

- (c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and
- (d) Reimbursable Expenses to the extent these have been specified as allowable in the Award Form and are incurred in delivering any Deliverables;

but excluding:

- (a) Overhead;
- (b) financing or similar costs;
- (c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Contract Period whether in relation to Supplier Assets or otherwise;
- (d) taxation;
- (e) fines and penalties;
- (f) amounts payable under Schedule 12 (Benchmarking) where such Schedule is used; and
- (g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);

"COTS Software" or "Commercial off the shelf Software"

non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms;

"Critical Service Level Failure"

has the meaning given to it in the Award Form;

"Crown Body"

the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the

	Welsh Government), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Crown IPR"	means any IPR which is owned by or licensed to the Crown, and which are or have been developed independently of this Contract (whether prior to the Effective Date or otherwise);
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the UK GDPR, (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy; and (iv) (to the extent that it applies) the EU GDPR;
"Data Protection Liability Cap"	has the meaning given to it in the Award Form;
"Data Protection Officer"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under this Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of this Contract in breach of its terms) or any other default (including Material Default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of this Contract and in respect of which the Supplier is liable to the Buyer;
"Defect"	any of the following: (a) any error, damage or defect in the manufacturing of a Deliverable; or (b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or (c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract; or (d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;

"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods, Services or software that may be ordered and/or developed under this Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of this Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Schedule 8 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Dependent Parent Undertaking"	means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into this Contract, including for the avoidance of doubt the provision of the Services in accordance with the terms of this Contract;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 19 (What you must keep confidential);
"Dispute"	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with this Contract or in connection with the negotiation, existence, legal validity,

	enforceability or termination of this Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 39 (Resolving disputes);
"Documentation"	descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under this Contract as: (a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables (b) is required by the Supplier in order to provide the Deliverables; and/or (c) has been or shall be generated for the purpose of providing the Deliverables;
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	The Data Protection Act 2018;

"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Buyer prior to the Effective Date;
"Effective Date"	the date on which the final Party has signed this Contract;
"EIR"	the Environmental Information Regulations 2004;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced;
"End Date"	the earlier of: (a) the Expiry Date as extended by the Buyer under Clause 14.2; or (b) if this Contract is terminated before the date specified in (a) above, the date of termination of this Contract;
"End User"	means a party that is accessing the Deliverables provided pursuant to this Contract (including the Buyer where it is accessing services on its own account as a user);
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Escalation Meeting"	means a meeting between the Supplier Authorised Representative and the Buyer Authorised Representative to address issues that have arisen during the Rectification Plan Process;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Award Form;

"Estimated Yearly Charges"	means for the purposes of calculating each Party's annual liability under Clause 15.1: (a) in the first Contract Year, the Estimated Year 1 Charges; or (b) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or (c) after the end of this Contract, the Charges paid or payable in the last Contract Year during the Contract Period;
"EU GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of this Contract (whether prior to the Start Date or otherwise);
"Exit Plan"	has the meaning given to it in Paragraph 4.1 of Schedule 30 (Exit Plan);
"Expiry Date"	the date of the end of this Contract as stated in the Award Form;
"Extension Period"	such period or periods beyond which the Initial Period may be extended, specified in the Award Form;
"FDE Group"	the Supplier and any Additional FDE Group Member;
"Financial Distress Event"	The occurrence of one or more the following events: (a) the credit rating of any FDE Group entity drops below the applicable Credit Rating Threshold of the relevant Rating Agency; (b) any FDE Group entity issues a profits warning to a stock exchange or makes any

other public announcement, in each case 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 any FDE Group entity;
- (d) any FDE Group entity commits a material breach of covenant to its lenders;
- (e) a Key Subcontractor notifies the Buyer that the Supplier has not paid any material sums properly due under a specified invoice and not subject to a genuine dispute;
- (f) any FDE Group entity extends the filing period for filing its accounts with the Registrar of Companies so that the filing period ends more than nine (9) months after its accounting reference date without an explanation to the Buyer which the Buyer (acting reasonably) considers to be adequate;
- (g) any FDE Group entity is late to file its annual accounts without a public notification or an explanation to the Buyer which the Buyer (acting reasonably) considers to be adequate;
- (h) the directors and/or external auditors of any FDE Group entity conclude that a material uncertainty exists in relation to that FDE Group entity's going concern in the annual report including in a reasonable but plausible downside scenario. This includes, but is not limited to, commentary about liquidity and trading prospects in the reports from directors or external auditors;
- (i) any of the following:
 - (i) any FDE Group entity makes a public announcement which contains commentary with regards

to that FDE Group entity's liquidity and trading and trading prospects, such as but not limited to, a profit warning or ability to trade as a going concern;

- (ii) commencement of any litigation against any FDE Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m;
- (iii) non-payment by any FDE Group entity of any financial indebtedness;
- (iv) any financial indebtedness of any FDE Group entity becoming due as a result of an event of default;
- (v) the cancellation or suspension of any financial indebtedness in respect of any FDE Group entity; or
- (vi) an external auditor of any FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE Group entity,

in each case which the Buyer reasonably believes (or would be likely reasonably to believe) could directly impact on the continued provision of the Deliverables in accordance with this Contract; or

- (j) any of the Financial Indicators set out in Part C of Annex 2 of Schedule 24 for any of the FDE Group entities failing to meet the required Financial Target Threshold;

"Financial Report"

a report provided by the Supplier to the Buyer that:

- (a) to the extent permitted by Law, provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier;

- (b) to the extent permitted by Law, provides detail a true and fair reflection of the costs and expenses to be incurred by Key Subcontractors (as requested by the Buyer);
- (c) is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Buyer to the Supplier on or before the Effective Date for the purposes of this Contract; and
- (d) is certified by the Supplier's Chief Financial Officer or Director of Finance;

**"Financial
Transparency
Objectives"**

means:

- (a) the Buyer having a clear analysis of the Costs, Overhead recoveries (where relevant), time spent by Supplier Staff in providing the Services and the Supplier Profit Margin so that it can understand any payment sought by the Supplier;
- (b) the Parties being able to understand Cost forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques;
- (c) the Parties being able to understand the quantitative impact of any Variations that affect ongoing Costs and identifying how these could be mitigated and/or reflected in the Charges;
- (d) the Parties being able to review, address issues with and re-forecast progress in relation to the provision of the Services;
- (e) the Parties challenging each other with ideas for efficiency and improvements; and
- (f) enabling the Buyer to demonstrate that it is achieving value for money for the tax payer relative to current market prices;

"FOIA"

the Freedom of Information Act 2000 and any subordinate legislation made under that Act from

time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;

"Force Majeure Event"

any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:

- (a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;
- (b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;
- (c) acts of a Crown Body, local government or regulatory bodies;
- (d) fire, flood or any disaster; or
- (e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:
 - (i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;
 - (ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and
 - (iii) any failure of delay caused by a lack of funds,

and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;

"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"General Anti-Abuse Rule"	(a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	goods made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract;
"Good Industry Practice"	At any time the standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected at such time from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's Confidential Information, and which:

	(i) are supplied to the Supplier by or on behalf of the Buyer; and/or (ii) the Supplier is required to generate, process, store or transmit pursuant to this Contract; or
	(b) any Personal Data for which the Buyer is Controller;
"Government Procurement Card"	the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card--2 ;
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Schedule 23 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	His Majesty's Revenue and Customs;
"ICT Environment"	the Buyer System and the Supplier System;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Award Form (if used), which is in force as at the Effective Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	an assessment of the impact of a Variation request by the Buyer completed in good faith, including: (a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under this Contract; (b) details of the cost of implementing the proposed Variation; (c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the

	Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
	(d) a timetable for the implementation, together with any proposals for the testing of the Variation; and
	(e) such other information as the Buyer may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Schedule 8 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Incorporated Terms"	the contractual terms applicable to this Contract specified in the Award Form;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Controller"	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
"Indexation"	the adjustment of an amount or sum in accordance with this Contract;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of this Contract specified in the Award Form;
"Insolvency Event"	with respect to any person, means: (a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:

- (i) (being a company or an LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or
 - (ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;
- (b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, an LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;
- (c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;
- (d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within fourteen (14) days;
- (e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- (f) where that person is a company, an LLP or a partnership:

- (i) a petition is presented (which is not dismissed within fourteen (14) days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;
- (ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;
- (iii) (being a company or an LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or
- (iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or
- (g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;

"Installation Works"

all works which the Supplier is to carry out at the beginning of the Contract Period to install the Goods in accordance with this Contract;

"Intellectual Property Rights" or "IPR"	(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information; (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and (c) all other rights having equivalent or similar effect in any country or jurisdiction;
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR (excluding COTS Software where Part B of Schedule 36 (Intellectual Property Rights) is used), used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Buyer in the fulfilment of its obligations under this Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies;
"Joint Controller Agreement"	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Annex 2 of Schedule 20 (Processing Data);
"Joint Control"	where two (2) or more Controllers jointly determine the purposes and means of Processing;

"Joint Controllers"	has the meaning given in Article 26 of the UK GDPR, or EU GDPR, as the context requires;
"Key Staff"	the persons who the Supplier shall appoint to fill key roles in connection with the Services as listed in Annex 1 of Schedule 29 (Key Supplier Staff);
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	any Subcontractor: (a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or (b) which, in the opinion of the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or (c) with a Sub-Contract with this Contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under this Contract, and the Supplier shall list all such Key Subcontractors in the Award Form;
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the Effective Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or

	requirements of any regulatory body with which the Supplier is bound to comply;
"Law Enforcement Processing"	processing under Part 3 of the DPA 2018;
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Material Default"	a single serious Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied)
"Marketing Contact"	shall be the person identified in the Award Form;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in

	accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New IPR"	(a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Contract and updates and amendments of these items including database schema; and/or (b) IPR in or arising as a result of the performance of the Supplier's obligations under this Contract and all updates and amendments to the same; but shall not include the Supplier's Existing IPRb or Specially Written Software;
"New IPR Item"	means a deliverable, document, product or other item within which New IPR subsists;
"Notifiable Default"	means: (a) the Supplier commits a Material Default; and/or (b) the performance of the Supplier is likely to cause or causes a Critical Service Level Failure;
"Object Code"	software and/or data in machine-readable complied object code form;
"Occasion of Tax Non – Compliance"	where: (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: (i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;

- (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or
- (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;

"Open Book Data"

complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of this Contract, including details and all assumptions relating to:

- (a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;
- (b) operating expenditure relating to the provision of the Deliverables including an analysis showing:
 - (i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;
 - (iii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade;
 - (iv) a list of Costs underpinning those rates for each manpower grade, being

the agreed rate less the Supplier Profit Margin; and

- (v) Reimbursable Expenses, if allowed under the Award Form;
- (c) Overheads;
- (d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;
- (e) the Supplier Profit achieved over the Contract Period and on an annual basis;
- (f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;
- (g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and
- (h) the actual Costs profile for each Service Period;

"Open Licence"

means any material that is published for use, with rights to access, copy, modify and publish, by any person for free, under a generally recognised open licence including Open Government Licence as set out at <http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/> and the Open Standards Principles documented at <https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles>, and includes the Open Source publication of Software;

"Open Source"

computer Software that is released on the internet for use by any person, such release usually being made under a recognised open source licence and stating that it is released as open source;

"Open Licence Publication Material"	means items created pursuant to this Contract which the Buyer may wish to publish as Open Licence which are supplied in a format suitable for publication under Open Licence;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parent Undertaking"	has the meaning set out in section 1162 of the Companies Act 2006;
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	the Buyer or the Supplier and "Parties" shall mean both of them where the context permits;
"Personal Data"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Personal Data Breach"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in "Whistleblowing: list of prescribed people and bodies", 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Processing"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Processor"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;

"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under this Contract;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Prohibited Acts"	(a) to directly or indirectly offer, promise or give any person working for or engaged by the Buyer or any other public body a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract; or (c) committing any offence: (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or (ii) under legislation or common law concerning fraudulent acts; or (iii) defrauding, attempting to defraud or conspiring to defraud the Buyer or other public body; or (d) any activity, practice or conduct which would constitute one of the offences listed under (c)

above if such activity, practice or conduct had been carried out in the UK;

"Protective Measures"	technical and organisational measures designed to ensure compliance with obligations of the Parties arising under Data Protection Legislation including pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Schedule 16 (Security);
"Public Sector Body "	means a formally established organisation that is (at least in part) publicly funded to deliver a public or government service;
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	the Supplier's plan (or revised plan) to rectify its breach using the template in Schedule 25 (Rectification Plan) which shall include: (a) full details of the Notifiable Default that has occurred, including a root cause analysis; (b) the actual or anticipated effect of the Notifiable Default; and (c) the steps which the Supplier proposes to take to rectify the Notifiable Default (if applicable) and to prevent such Notifiable Default from recurring, including timescales for such steps and for the rectification of the Notifiable Default (where applicable);

"Rectification Plan Process"	the process set out in Clause 11;
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including: (a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and (b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 14.6.1 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables, whether those goods are provided by the Buyer internally and/or by any third party;

"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to this Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Action"	means the action the Buyer will take and what Deliverables it will control during the Step-In Process;
"Required Insurances"	the insurances required by Schedule 22 (Insurance Requirements);
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in Annex 2 of Part B of Schedule 8 (Implementation Plan and Testing) or as agreed by the Parties where Schedule 8 is not used in this Contract) granted by the Buyer when the Supplier has Achieved a Milestone or a Test;
"Schedules"	any attachment to this Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Schedule 16 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Award Form (if used), in force as at the Effective Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Credits"	any service credits specified in the Annex to Part A of Schedule 10 (Service Levels) being payable by

	the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Levels"	any service levels applicable to the provision of the Deliverables under this Contract (which, where Schedule 10 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Award Form;
"Services"	services made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: (a) the Deliverables are (or are to be) provided; or (b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; (c) those premises at which any Supplier Equipment or any part of the Supplier System is located (where ICT Services are being provided);
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Social Value"	the additional social benefits that can be achieved in the delivery of this Contract set out in Schedule 2 (Specification) and either (i) Schedule 10 (Service Levels) (where used) or (ii) Part C of Schedule 26 (Sustainability) (where Schedule 10 (Service Levels) is not used);

"Social Value KPIs"	the Social Value priorities set out in Schedule 2 (Specification) and either (i) Schedule 10 (Service Levels) (where used) or (ii) Part C of Schedule 26 (Sustainability) (where Schedule 10 (Service Levels) is not used;
"Social Value Report"	the report the Supplier is required to provide to the Buyer pursuant to Paragraph 1 of Part C of Schedule 26 (Sustainability) where Schedule 10 (Service Levels) is not used;
"Software"	any software including Specially Written Software, COTS Software and software that is not COTS Software;
"Software Supporting Materials"	has the meaning given to it in Schedule 36 (Intellectual Property Rights);
"Source Code"	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
"Special Terms"	any additional terms and conditions set out in the Award Form incorporated into this Contract;
"Specially Written Software"	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Subcontractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that

Specific Change in Law on the Deliverables is not reasonably foreseeable at the Effective Date;

"Specification"

the specification set out in Schedule 2 (Specification);

"Standards"

any:

- (a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;
- (b) standards detailed in the specification in Schedule 2 (Specification);
- (c) standards agreed between the Parties from time to time;
- (d) relevant Government codes of practice and guidance applicable from time to time;

"Start Date"

the date specified on the Award Form;

"Step-In Process"

the process set out in Clause 13;

"Step-In Trigger Event"

means:

- (a) the Supplier's level of performance constituting a Critical Service Level Failure;
- (b) the Supplier committing a Material Default which is irremediable;
- (c) where a right of termination is expressly reserved in this Contract;
- (d) an Insolvency Event occurring in respect of the Supplier or any Guarantor;
- (e) a Default by the Supplier that is materially preventing or materially delaying the

provision of the Deliverables or any material part of them;

- (f) the Buyer considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this agreement;
- (g) the Buyer being advised by a regulatory body that the exercise by the Buyer of its rights under Clause 13 is necessary;
- (h) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Deliverables; and/or
- (i) a need by the Buyer to take action to discharge a statutory duty;

"Step-Out Plan" means the Supplier's plan that sets out how the Supplier will resume the provision of the Deliverables and perform all its obligations under this Contract following the completion of the Step-In Process;

"Storage Media" the part of any device that is capable of storing and retrieving data;

"Sub-Contract" any contract or agreement (or proposed contract or agreement), other than this Contract, pursuant to which a third party:

- (a) provides the Deliverables (or any part of them);
- (b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or
- (c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);

"Subcontractor" any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;

"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Processor related to this Contract;
"Subsidiary Undertaking"	has the meaning set out in section 1162 of the Companies Act 2006;
"Supplier"	the person, firm or company identified in the Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with this Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Award Form, or later defined in a Contract;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Contract;
"Supplier Existing IPR"	any and all IPR that are owned by or licensed to the Supplier and which are or have been developed independently of this Contract (whether prior to the Effective Date or otherwise);
"Supplier Existing IPR Licence"	means a licence to be offered by the Supplier to the Supplier Existing IPR as set out in Schedule 36 (Intellectual Property Rights);
"Supplier Group"	means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
"Supplier New and Existing IPR Licence"	means a licence to be offered by the Supplier to the New IPR and Supplier Existing IPR as set out in Schedule 36 (Intellectual Property Rights) but excluding Buyer Software.
"Supplier Non-Performance"	where the Supplier has failed to:

	(a) Achieve a Milestone by its Milestone Date; (b) provide the Goods and/or Services in accordance with the Service Levels ; and/or (c) comply with an obligation under this Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of this Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under this Contract;
"Supplier System"	the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);
"Supplier's Confidential Information"	(a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; (b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with this Contract;

	(c) information derived from any of (a) and (b) above;
"Supplier's Contract Manager"	the person identified in the Award Form appointed by the Supplier to oversee the operation of this Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supply Chain Information Report Template"	the document at Annex 1 of Schedule 18 (Supply Chain Visibility);
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under this Contract detailed in the information are properly payable;
"Tender Response"	the tender submitted by the Supplier to the Buyer and annexed to or referred to in Schedule 4 (Tender);
"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 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 Schedule 30 (Exit Management);
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of Schedule 30 (Exit Management);
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Contract on a specified date and setting out the grounds for termination;

"Test Issue"	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in this Contract;
"Test Plan"	a plan: (a) for the Testing of the Deliverables; and (b) setting out other agreed criteria related to the achievement of Milestones;
"Tests and Testing"	any tests required to be carried out pursuant to this Contract as set out in the Test Plan or elsewhere in this Contract and "Tested" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Third Party IPR Licence"	means a licence to the Third Party IPR as set out in Paragraph 1.6 of Schedule 36 (Intellectual Property Rights);
"Transparency Information"	the Transparency Reports and the content of this Contract, including any changes to this Contract agreed from time to time, except for – (a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and (b) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance pursuant to this Contract which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Schedule 6 (Transparency Reports);
"UK GDPR"	has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4) of the DPA 2018;
"Variation"	means a variation to this Contract;

"Variation Form"	the form set out in Schedule 21 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 28 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Verification Period"	has the meaning given to it in the table in Annex 2 of Schedule 3 (Charges);
"Work Day"	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Work Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Award Form.

Schedule 2 (Specification)

Lot 1: Managing agent for the purchase of all pumps (2"-36") including not limited to the auxiliary equipment.

Mobile Assets (MA) on behalf of the Environment Agency wishes to establish a national contract to enable the procurement of a wide selection of pumps and ancillary equipment, through a managing agent.

We would require a wide range of pump sizes from 2" – 36" pumps. They could be electrical submersibles, battery, diesel (Minimum Stage 5 engines) or new innovation pumps using e.g. Hydrogen but not limited to these options. Low emission / high performance and low carbon will be the key requirement when looking at options. Also included would be auxiliary equipment including pipework.

Pump monitoring - Updating software control panels with the ability or remote monitoring and operation. The pumps must be enabled to provide remote monitoring of the pump, to include fuel levels, oil levels, etc. The EA will own the data from the pumps and be able to access on a platform to be decided. Be able to work with EA tracking / location software provider.

Our pumps are deployed across the country, we need to be able to track location, and be able to tell if the pump is running and how it is performing. We would also need to know fuel levels. All this is done remotely, by online app and web application. From this we would report to the government during incident. During the upgrade we want this feature to be installed.

The business case and spend has been approved for the initial pumps and are looking for immediate delivery of 6 x 6" diesel pumps. The spend approval is still being finalised for the second load of pumps and thereafter will be confirmed through the lifecycle of this contract with the intention to deliver after the first six and confirm timescales with the successful supplier.

The pumps will be a combination of electrical submersible, battery, diesel (Minimum Stage 5 engines) and potential new technology including hydrogen type, but not limited to these options, these can be used in a variety of situations. New technology pumps will contribute to the reduction of our carbon usage having the ability to run off the mains grid (some assets have the facility to accept external equipment for power) and carbon neutral generators when they are realised (hydrogen is nearing acceptable levels of efficacy, as well as other alternatives), thus negating the need to change or substantially retro fit existing fleet of diesel driven pumps.

The Environment Agency (EA) is a Category 1 responder. It's our job to make people aware of flooding from rivers and the sea, provide flood warning services and build and maintain flood defences. We also respond to flooding incidents throughout the year, as well as responding to asset failures (pumping stations, etc).

The pumps can be used in several scenarios, and we see regular deployment of these pumps throughout England. We deployed submersibles in the last year on the Somerset levels in Wessex and we regularly use mobile diesel pumps throughout England in flooding situations. We used these types of pumps to move water away from residential housing from one channel to another water course.

The pumps themselves will be capable of operating in low levels of water due to the internal cooling system thus making them perfect for widespread low-level flooding such as fields moorland etc where depth of water is minimal.

Once purchased the pumps should have a comprehensive warranty up to 12 months with an option for extend warranty if available and will need to be maintained and serviced according to the manufacturer's warranty conditions. All pumps will be supplied with full standards and manuals according to industry standards.

The successful supplier would need to work and coordinate with our pump maintenance contract holder around maintenance and service of equipment.

Asset requirements

The EA is requiring pumps ranging from 2" – 36" pumps. They could be electrical submersibles, diesel or new innovation pumps using e.g. Hydrogen.

The Managing agent will be contacted when a pump is to be procured by the EA. The EA will specify the pumping requirements at that time, so that the best option can be procured. It will need to include:

- Pump unit and all auxiliary equipment which will include:
 - End suction pumps – electrical, diesel or other
 - Submersible pumps
 - Power packs
 - Associated control panels and leads
 - Electric panels
 - Various Pipework – in Stillages for transportation and storage
 - Trailer mounted pumps
 - Pipework – including straight lengths, bends, etc

Livery – The EA is keen to be seen out on site, and all its equipment is professionally presented with EA livery. The pumps will need to be delivered with EA branded livery, using the EA standard colours. Some examples are below:

Whilst there is no guarantee spend under this contract & the exact assets are not known, we anticipate the following purchases over the next four years:

- A range of 6" to 12" pumps estimated for 2024-2025 (funding dependant) as:
 - 6 x 6" diesel pumps / Tier V
 - 12 x diesel 8" / Tier V
 - 6 x 12" electrical submersibles
- 2025 - onwards 50 additional pumps (a range of sizes)
- Various Pipework

The successful supplier should expect the following process:

- The EA will notify the supplier of a new pump order, specification will be provided which will include; detailing the size, volume & ideal delivery date, etc.

- We will be seeking innovative ideas which each order
- The successful supplier will have 1 month to provide 3 quotes with one recommended quote to the EA.
- The EA will confirm they approve the quote and enable the order of the pumps.
- Upon delivery, the EA will confirm sign off of the pump
- The supplier will provide a savings report and send to the EA demonstrating value for money.

Each quote will be expected to include the price of the asset, including telemetry/ monitoring system and delivery.

The telemetry/ monitoring must be accessible to pull information into Environment Agency's systems, further information will be provided to the successful supplier.



Livery – The EA is keen to be seen out on site, and all its equipment is professionally presented with EA livery. The pumps during refurbishment will need to be delivered with EA branded livery, using the EA standard colours. Some examples are below:

Standards and Quality

The product supplied must:

- Meet the industry quality standards
- Be manufactured to the agreed specification as above
- Champion safe loading practices

Our evaluation process will be intended to identify best practice and quality in these areas to achieve Value for Money (VFM).

Type Approval

The suppliers shall ensure that pumps are supplied in accordance with the relevant current British and European Standards, Specifications and Codes of practice.

They must also if applicable comply with:

- Lifting eyes compliant with LOLER Regs, 1998
 - Environment Agency Code of practice for Electrical Safety - All equipment will be fitted with the relevant signs to meet with Health and Safety regulations.
- They shall be suitably positioned so that they are easily seen.

Attachments and Ancillaries

Additional equipment all listed above must be supplied with a manufacturers certificate of conformity and be CE marked. Each supplier is wholly responsible for ensuring the compatibility of any attachments. All attachments and ancillaries must be tested and fully functional prior to delivery. Evidence must be submitted and approved by the Contract Manager prior to delivery.

Quality Certification

The suppliers are encouraged hold the following and evidence as part of the tender response.

- ISO9001 Quality management system accredited or equivalent
- ISO14001 Environmental management accredited or equivalent
- ISO45001 Occupational Health & Safety accredited or equivalent

Our evaluation process is intended to identify bidders' quality standards that achieve the best product quality and services available in the market whilst achieving VFM.

Materials

The suppliers will be expected to evidence materials used are sustainably sourced, all waste material from production is recycled and that the product at end of life is recyclable. Re-used or recycled content should always be considered where it does not have an adverse impact on the ability to re-use the material at the end of life. Materials from closed loop and re-use systems will be prioritised. In addition to the environmental impact of the materials each supplier should also identify and manage the risks associated with the responsible and ethical choice and supply of materials. This should include but is not limited to the working rights and conditions including the pay of those involved in sourcing the materials and ensuring a robust and secure supply.

Any paint used must not contain any Volatile organic compounds or heavy metals that could be harmful to the environment.

Delivery and documentation

The suppliers will be required to deliver to our Lea Marston Principal Depot, Coton Road, Sutton Coldfield, B76 0DN. We expect the suppliers to manage and organise deliveries in line with our strategy to reduce carbon associated with this contract(s), this will include consideration of low loader transport to increase multiple deliveries. The suppliers will ensure all drivers used to deliver our vehicles are fully DVSA licence checked.

An asset inspection handover sheet should be completed, this document must be signed, dated and all equipment and ancillaries confirmed as part of the vehicle

handover with the representative accepting delivery of the equipment for MA. The Environment Agency will complete rigours testing of the running of the pumps within 12 weeks of delivery.

The Pumps must be delivered with the following documentation and manuals detailing and to be submitted with delivery.

- Complete inventory of all equipment including make, model and serial numbers
- Certifications of conformity and compliance.
- Warranty documentation
- Electrical Safety certificates

Warranty

The suppliers shall ensure that the pumps shall be covered by a warranty for a minimum of 12 months from delivery, including any ancillaries.

The supplier will be expected to cover the warranty of any works completed by Sub-contractors on their behalf.

After Sales Care

The suppliers will provide after sales support such as;

- Customer support function
- Assistance as required investigating reported faults or failures
- Warranty information and rectification processes
- Assist our maintenance provider with any queries relating to the service and inspection of the asset or any ancillary equipment.

The suppliers must keep full records of any ancillary equipment including make, model and part numbers to support after sales care, they will be expected to provide full support to our 3rd party maintenance provider for any ongoing maintenance. The supplier must keep hold of all of the documentation until the warranty period expires and will be required to be handed over to Defra's maintenance supplier.

Each supplier will respond to any notified failures of equipment and ensure rectification of any warranty related items is completed within 28 days of notification.

Health and Safety

All works provided by the suppliers must be executed in accordance with the latest Health & Safety Legislation. The supplier must have in place appropriate Health and Safety policies, procedures, and risk assessments at all times during the contract term. It is deemed that each supplier is wholly responsible for the Health and Safety of their personnel and Sub-Contractors.

The suppliers must be able to always demonstrate throughout the life of the contract. They have effective arrangements for managing risk, lone working and supervision for their personnel, Sub-Contractors, and Maintenance Providers, undertaking any work on our premises.

Each supplier will ensure that all delivery vehicles and drivers comply with the current Transport Legislation for the UK and if working to EU Drivers Regulations they comply with said regulations

The suppliers will be responsible for reporting accidents and incidents, involving their undertaking of the contract, to the Contract Manager within 24 hours. In this instance the supplier must provide a copy of their investigation report within 14 days, and the

report must consider the guidance contained in the HSE publication HSG 245, 'Investigating Accidents and Incidents'. The supplier will also share lessons learnt and best practice in relation to accidents and incidents relative to similar contracts.

The suppliers must ensure all Sub-Contractors selected to deliver the requirements of this contract demonstrate a robust Health and Safety Management System complimented by a strong health and safety culture at all levels of the organisation. Each supplier will be deemed wholly responsible for the health and safety performance of their supply chain.

The suppliers will ensure all their personnel and Sub-Contractors, used to deliver work under this contract are fully trained and competent to undertake the work as directed. Any supplier's personnel or Sub-Contractors used to deliver work under this contract when visiting our sites must sign into our premises and adhere to all site-specific health and safety rules, including but not limited to specific PPE, pollution prevention equipment or other safety equipment, and what to do in an emergency. In the event that the site requests a risk assessment and/or a method statement this should be provided and agreed with the requester in advance.

Training

The supplier must provide a training session on the equipment provided at an EA site for up to 10 operatives within 1 month of supply. They must supply operating manuals, and all certifications. During the training session the pumps must be deployed into water so that the full operation can be tested, and our staff trained. Further online support must be made available to EA staff.

Sustainability

Working with the Environment Agency

Within DEFRA we work to create better places for people and wildlife and support sustainable development. This extends into our supply chain through the purchases we make and the goods, services and works that others carry out and produce on our behalf.

eMission2030 is our sustainability strategy. It includes our supply chain. Successfully meeting the eMission 2030 commitments will be reliant upon an open, transparent and partnership approach with our suppliers to work on the risks, opportunities and solutions together.

eMission 2030 is broken down into 4 priority areas:

- Responding to the climate emergency
- Reducing and optimising our use of resources
- Benefiting people and communities
- Deliver environmental net gain.

Each priority area has 3 commitments beneath it stating what we are going to achieve. In addition, there is a suite of milestone targets that demonstrate how we will make progress against these commitments over the 10-year strategy period. It is important to note that these 4 priority areas are not independent of each other. They all interact and rely on each other to successfully achieve in full. For instance, we

cannot achieve our net zero carbon ambition without reducing our resource consumption or delivering environmental net gain.

We are committed to achieving net zero carbon in our operations and supply chains by 2030. This means that by 2030, we will aim to balance the carbon emissions we produce with those we take out of the atmosphere so that we are no longer contributing to climate change. We will achieve this through a 2-stage approach, the first of which is a 45% reduction which this contract will need to help us achieve. A carbon reduction target will be set for this contract, which will need to be met as part of the contract performance. The next stage is to balance the remaining emissions through investing in programmes and projects that absorb/sequester carbon from the atmosphere.

The suppliers will need to demonstrate throughout the life of this contract that they are addressing and working on these issues and will be asked as part of the tender how they will contribute to meeting them.

The suppliers must commit to the following.

- Understand our eMission 2030 commitments, their importance to us and how they link to the delivery of the services under this contract.
- Actively work with us to achieve the Government Fleet commitments of 100% of our car and van fleet being zero emission vehicles by 2027.
- Actively work with us to meet our process as it evolves and becomes established.
- Be open and transparent with us about the social and environmental impacts of the work delivered under this contract, the risks and opportunities and work to address these.
- Provide us with relevant data, evidence and examples to demonstrate the progress being made.
- Carry out valid carbon reduction activity throughout the life of the contract. This might include areas such as energy use, travel and resource consumption.

We will only purchase products and materials that are the most environmentally responsible throughout their lifecycle.

Suppliers may be invited to work with the Environment Agency in partnership to further improve sustainability opportunities within this contract. As part of this, if you are identified as an EA top 100 supplier you will be required to check and supply environmental data linked to the annual analysis of our supply chain impacts. This data will be provided within an agreed time frame and enables the EA to monitor and report on its progress against the e:Mission 2030 targets.

Each Supplier will.

- Always remain fully compliant with all relevant environmental legislation throughout the life of this contract. This includes any amendments to existing legislation or any new legislation that may come into force during the life of this contract.
- Consider and reduce the environmental impacts of the products and service over the whole lifecycle to consider the impacts outside of their direct operation including design, raw materials, manufacture, in use including servicing and maintenance and end of life disposal.

- Achieve continuous improvement in environmental performance.
- Encourage innovation to deliver resource efficient, cost-effective and low carbon solutions.
- Promote the best practical environmental options.
- Communicate our sustainability requirements throughout their supply chain, partners and wider organisation.
- Share, communicate and promote best practice, lessons learned and new innovations with the Environment Agency in all areas that are relevant to this contract.

The Suppliers may be asked to provide a supply chain map of the products offered as part of this contract.

The Suppliers are responsible for ensuring that all parties working under this contract are aware of, compliant with and competent to be able to deliver the sustainability requirements listed in this document. The Suppliers must monitor and ensure ongoing competence and compliance with this throughout the life of the contract.

Recognising this contract will run for up to 4 years, there will be new initiatives, targets and approaches that if appropriate will be introduced to the contract during its lifetime. We encourage our suppliers to be certified to the standard of ISO14001 or equivalent by an accredited body. A staged approach to this standard can be achieved for Small and Medium Enterprise's (SME's).

The products provided/used as part of this contract must as a minimum.

- Seek to avoid using virgin, finite resources, and use materials and products that are from recycled or renewable sources. The purchase of products and materials from closed loop and re-use systems will be prioritised.
- The suppliers must actively reduce the number of resources that will be used to deliver this contract throughout its duration.
- The suppliers must in all instances ensure that only the minimum amount of packaging is used and look at ways to reducing this throughout the contract period. The suppliers are to provide 100% reusable or recyclable packaging. Any packaging that cannot be reused or recycled will need to be substituted for those that can. The suppliers must not use single use plastics packaging as part of the contract.
- All paint used should be lead free and should not contain any VOC's or heavy metals which could be detrimental to wildlife.
- Reduce the use of hazardous substances.
- All hydraulic oils supplied in equipment purchased under this contract must be defined as "Readily Biodegradable" and meet OECD 301B. If equipment is at any point filled with conventional oil before delivery it must be sufficiently flushed through to prevent contamination.
- Non-solvent-based degreasers must be used in all cases.

Work carried out as part of this contract must.

- Aid the Environment Agency in implementing its bio security measures to limit the spread of non-native invasive species.
- Ensure that all equipment is operating in line with its design specification at its most efficient to ensure running costs, carbon emissions and air pollutant emissions are at their lowest.

- Ensure the robust containment of all oils, fuel, and lubricants to minimise the risk of leaks and spills during operation.

Pollution Prevention

The Suppliers and its Sub-Contractors shall ensure compliance with all Environment Agency and Defra pollution prevention procedures and processes whilst on site. They must always act in line with legal responsibility and good environmental practices.

The Suppliers and its Sub-Contractors will:

- Ensure familiarisation of site drainage plans and appropriate working location before commencing works.
- Adhere to all on site Environment Agency pollution prevention procedures and processes.
- Carry appropriate spill kits and be competent in how to use them
- Report Incidents and Near Misses in line with Environment Agency guidelines, including but not limited, to the monitoring and reporting of hose and oil leaks.

Reporting of environmental incidents and near misses

All environmental incidents and significant near misses must be reported to the Environment Agency Incident Hotline 0800 80 70 60 at the earliest opportunity, and then to the Contracts Manager.

Initial reports for such incidents must be followed by a written report containing key information about the incident including lessons learnt. A final and comprehensive investigation report must be provided by the Supplier to the Contract Manager within 10 working days. The report findings including lessons learnt may be discussed as part of regular contract review meetings. The supplier must share all significant lessons learnt with all sub-contractors working as part of this contract.

Waste

We aim to eliminate waste from products and materials. It is our intention to not buy any product until we know how it will be disposed of at end of life and that we are happy that the option provided is the most environmentally preferable option available. The suppliers will need to provide us with details on how they will eliminate waste from products and materials, and how products will be disposed of at end of life. Closed loop and re-use systems will be prioritised.

All waste generated from the work including but not limited to replaced parts, oils, paints and batteries will be classified as the supplier's waste and the supplier will be required to manage this waste correctly in accordance with all relevant and current legislation, including but not limited to disposing of it at authorised waste facilities and providing full and transparent details of all final waste destinations. All and any waste will be removed from site and the waste hierarchy applied with no waste sent to landfill. Appropriate Duty of Care documentation should be completed and be available for audit/inspection at any time.

The Suppliers are required to inform us as part of their bid submission of any sustainability and resilience risks that exist with the supply, manufacture, and delivery (from sourcing of materials to end of life) of the products under this contract which may affect its cost, availability, delivery times and ongoing use.

Risks to be considered include but are not limited to:

- the impact of extreme weather events
- any new or proposed legislation

- material scarcity issues
- reputational impact
- impacts in the supply chain that go against the sustainability standards and objectives outlined in this schedule.

The Suppliers are to share this information with us and look at ways to reduce the risk or impact. The intelligence on this is to be updated annually or as more information about the risks occurs, whichever is more frequent.

People and Communities

Each supplier will support the use of SMEs, Supported Factories, Charities and Social Enterprises in their supply chain. The Suppliers will report on their current activity in this area and plans to increase this as part of the Management Information (MI).

We are committed to ensuring the people we employ and those in our supply chain are paid a real living wage, have good working conditions, and are protected from modern slavery. The supplier will need to demonstrate through the life of this contract that they are addressing and working on these issues and will be asked how they contribute to meeting them. The suppliers will ensure staff directly employed by them are paid a [real living wage](#).

Contract and Performance Management

Account Management

The suppliers shall within their tender provide the name and contact details (including email address and telephone number) of the Account Manager for this contract. The nominated Account Manager shall have industry experience, technical and operational knowledge. The Account Manager will be the single point of contact for equipment and contract queries, quotations, and placement of orders.

The suppliers must inform the MAs Contract Manager of any proposed changes to account management staff throughout the duration of the contract.

The named Account Manager shall oversee the operation of all the services and provide expert advice on all equipment supplied to us.

The Account Manager and/or the account management team shall as a minimum be required to:

- Ensure that all the Goods & services utilised by us are delivered in accordance with the standards stated in the contract
- Manage complaints and issues through to resolution including escalating as appropriate

Implementation Plan

We will require the following activities to be completed prior to implementation including but not limited to:

- Manufacture timescales – if not available “off the Shelf”
- Delivery timescales
- Customer service contact and named technical expert
- A testing and acceptance plan which will include:
- A full pre-delivery inspection of pumps

Order Process and Delivery Schedule

MA team will supply an official purchase order to cover the procurement of the assets from the supplier, this will confirm the delivery location(s), contact name and number details.

The supplier must confirm a delivery schedule based on this order and provide details of delivery. We are looking for a tight delivery timescale of 12-20 weeks from receipt of order for the first twelve pumps. The updates must contain the following information.

- Confirmed delivery date of pumps and all auxiliary items
- Familiarisation Training
- Technical details

Performance Reporting

At tender stage the supplier must supply performance specifications of pumps and auxiliary items.

Supplier Performance Measures (SPM)

We will require the suppliers to meet the Supplier Performance Measures (SPMs) below and report performance against these measures during manufacture and delivery. Full lot specific SPM's can be found within the appropriate lot 1 and lot 2 contract and performance management (Appendix 3 & 4).

NO	Supplier Performance Measure	Performance Guidance	Method and Frequency of Measurement
1	All orders to be delivered in accordance with the tender offer within the call for competition procedure	100% of orders to be compliant with the required specification and any applicable legislation	Performance report ahead of delivery meeting
2	Assets to be delivered as per the order and to the required specification standards and all applicable legislation	100% of assets to be delivered to requested standards	Performance report ahead of delivery meetings

Issue Resolution

The suppliers shall ensure that any issues or complaints received directly from us are acknowledged within 10 working day of the details being received.

We will require that immediate action is taken to resolve all queries and complaints and that a full written explanation is provided. The suppliers shall keep us informed with the progress of our complaint at regular intervals until it is resolved. The suppliers shall record all complaints together with the actions and timescales taken to resolve and include these on the performance report. In all cases complaints shall be resolved within 21 working days.

Invoice and Payment Systems

The suppliers will invoice the Environment Agency post-delivery to the value of original quotations and purchase order these should include delivery charges.

We will confirm payment profiles as part of contract implementation. However, In accordance with the

Government Prompt Payment Initiative, we pay our suppliers within 30 working days from receipt of invoice. We require a commitment from each supplier that they will pay any sub-contractors, who is used under this contract, within a maximum of 30 working days from receipt of invoice.

The suppliers must present an official VAT invoice stating the valid purchase order number to:

[REDACTED]

[REDACTED]

Commercial Considerations & Cost Control

We will require effective cost control to be undertaken and a process and procedure to be implemented to ensure costs and any additional costs are validated to ensure they are fair and reasonable. This includes any developments which incur costs varying from the original tender response, additional services, and transport costs. We appreciate any design development will incur a variation to pricing within the contract term, however the suppliers will need to evidence price variations against material, manufacturing, fitting, and labour costs. We may undertake independent benchmarking reviews to ensure the prices represent good value within the market. The suppliers will support these activities to provide full transparency of their pricing for the goods and/or services provided.

In all respect, this contract shall operate on a partnership basis. There shall be full “open book accounting” reporting on both sides of all aspects of the services provided. Problem solving shall be approached on a shared responsibility basis. The suppliers shall commit to proactively seek out continuous improvement to the service levels and costs and suggest improvements to reduce cost, improve safety or environmental performance. The suppliers should also commit to supporting us in achieving, and where possible exceeding, its fleet related strategic and environmental objectives, including our supply chain. This will be achieved through Supplier Performance Measures (SPMs) and regular Operational, Tactical and Strategic reviews with our Commercial and Fleet representatives. All parties shall adhere to the principles of continuous improvement, sustainable development, and lifecycle impact reduction.

It is important to us to support the development of SME's and ensure smaller businesses are not impacted by financial pressures to deliver this contract. We will, where appropriate, consider staged and milestone payments for the delivery of certain orders.

Supply Chain Management

The suppliers shall undertake effective supply chain management and have full transparency of their supply chain, throughout the duration of the contract to ensure the cost effective and sustainable continuity of supply, and quality of goods or services provided to us.

The suppliers must communicate our sustainability requirements throughout their supply chain, partners, and wider organisation. They must share and communicate best practice/lessons learnt and new innovations with us in all areas that are relevant to this contract.

Business Continuity Management

The suppliers shall produce and maintain a robust Business Continuity, Contingency and Disaster Recovery Plan which ensures that the fulfilment of the goods and services described in this specification are not interrupted in accordance with ISO 22301 or equivalent. The suppliers shall maintain its readiness to deal with unplanned events in accordance with the business continuity principles of ISO 22301, or equivalent.

The suppliers will inform our Contract Manager of any disruption to the service within 1 working day.

Contractor's Responsibilities

The suppliers are required to hold a current insurance policy covering loss or damage to any vehicle or asset which is in their custody or control for reasons connected with the supplier's business. The suppliers are required to keep MA's property in safe custody and good condition, set aside and clearly marked as the property of MA.

Each supplier is required to undertake an inspection of all vehicles when received and a subsequent inspection of the vehicles prior to leaving their premises. Any damage observed during the inspections is to be reported to the owner at the time the damage is observed.

Indemnity will be in favour of MA relating to any loss or damage to any property (excluding indirect and consequential loss) which might arise as a direct consequence of the actions or negligence of the suppliers, our staff, or agents in the execution of the contract.

Any loss, damage, or destruction of MA vehicles whilst on the supplier's premises which is not as a result of the actions or negligence of MA, or its employees is to be covered under the supplier's policy of insurance or the contract.

Performance and Contract Management – Lot 1 Pump Procurement

Contract Operation

The successful Supplier will be expected to:

- Become the managing agent for the purchase of all pumps (2"-36") including not limited to the auxiliary equipment.
- Source both diesel and electrical submersible pumps, whilst also looking at new technology options – hydrogen etc. by ensuring pumps required by the EA can be purchased, as innovative solutions enter the market.
- Enable the remote monitoring of the pump, by giving the EA access to the data
- Achieve the highest level of customer satisfaction.
- Achieve prompt procurement schedules and deadlines.
- Establish and report measurable performance standards and goals.
- Continuously improve and deliver on innovation.
- Provide the best value for money whilst not compromising on quality.

The EA require appropriate processes, controls, and services to be in place to provide assurance that all pump procurements are completed in a starvend legal condition, in accordance with national standards.

The EA require effective cost control to be undertaken and procedures to be implemented to ensure any additional costs, are fair and reasonable. The Supplier will be expected to support effective scheduling of refurbishments, ensuring the manage any sub-contractors or supplies – including spare parts.

The EA expects the supplier to look at innovative ideas, ensuring alternative fuels are investigated, emissions targets and the efficiency of the pump are key.

We require a single point of contact for telephony for all services to be delivered under this contract provided by a dedicated team. We operate in England.

In all respects, this contract shall operate on a partnership basis. There shall be full “open book” reporting on both sides of all aspects of the services provided.

We may undertake independent benchmarking reviews in order to ensure the prices represent good value within the market. The Supplier shall provide full transparency of their pricing for the goods and/or services they provide to support this process when requested by the EA.

Sign off procedures upon delivery to EA depot.

The Mobile Assets team of the Environment Agency will be required to sign off each new pump delivery.

Pre delivery there should be an option to visit equipment in the supplier's depot. This would allow us to check pumps before delivery and troubleshoot any issues. The supplier will arrange and cost delivery to EA site as directed by the MAs team.

Upon delivery to EA site this will include:

- Visual inspection of the outside of the pump to look for any damage, etc
- Visual inspection of the Livery not damaged and intact
- Written evidence that each pump has been put through performance testing under load, which meet the requirements of outputs of the pump
- Quality or workmanship to the highest standards
- Internal inspection of engine looking for signs of oil contamination
- Run up of a new pump, checking for leaks and performance against quoted standards.

Electric conversions – Additional sign off will include a MEICA team sign off and they will include:

- Ensuring the refurbishment has met EA MEICA Standards
- Test remote monitoring of the pump

Account Management

The Supplier shall, within five days of signing the contract, confirm to us the name and contact details (including email address and telephone number) of the Account Manager for this contract. The nominated Account Manager shall have several years relevant industry experience, technical and operational knowledge, be competent and able to provide evidence of managing similar size contracts with preference being shown for those able to evidence longer continuous experience of managing similar size or public sector contracts. The Account Manager must have the authority to make decisions on behalf of the Supplier in relation to all operational and procedural elements of the contract.

The Supplier shall also ensure that a Deputy Account Manager has been appointed and their name and contact details (including email address and telephone number) are provided to us prior to any period of the Account Manager's unavailability and absence. The Supplier shall ensure that the Deputy Account Manager has the same powers, authority, and discretion as the Account Manager.

The Account Manager will be the single point of contact for service and complaint escalation, performance reviews and management information.

The Supplier must inform the EA Contract Manager of any proposed changes to account management staff throughout the duration of the contract. The Contract Manager will review the experience and qualifications of any proposed staff with the Supplier to form an agreement and agree any changes.

The Account Manager and/or the account management team shall:

- Ensure that all the services are delivered in accordance with the standards and specifications
- Manage complaints and issues through to resolution including escalating as appropriate.
- Capture and monitor the service satisfaction levels determined by the EA and put plans in place where levels fall below an acceptable level.
- Develop, maintain and monitor a continuous improvement (CI) plan.
- Collate and consolidate management information (MI) reports, which will include data collected for the monitoring and reporting of the contract.
- Share innovative ideas with the EA.
- Maintain an awareness of changes in technology in the pumping arena.
- Develop strategies with quantifiable evidence designed to:
 - Generate further cost savings and commercial opportunities.
 - Deliver efficiencies through streamlining processes and procedures.
 - Achieve continuous improvement in environmental and safety performance.
 - Improve customer experience.

The Account Manager shall:

Promote, deliver, and communicate transparency of pricing and savings to us and also provide the following where required:

- A written performance report detailing number of pumps purchased, what new technology is available etc.
- Arrange site visits with suppliers if required to look at options / new technology
- For each pump procured all must have manufacturer manuals to accompany pump.
- A quarterly written communication which includes details of any changes, improvements, risks, issues, complaints, concerns, and future plans.

We will require as a minimum.

- One strategic meetings per year to discuss future requirements and priorities.
- One performance review meetings per year which will focus on delivery of the contract and performance against SPMs.
- On a more regular basis we will require operational meetings to appraise operational performance.
- Ad-hoc meetings as required, including sign off meetings as pumps scoped and procured.
- Meetings maybe required with suppliers to look at options before procurement commences.

Implementation and Transition Management

The Supplier is required to produce an implementation plan, detailing how the Supplier intends to manage the procurement program for each year.

The plan shall demonstrate how the maintenance agreement will be implemented within the business and must include, as a minimum standard, the following elements:

- A project plan including indicative timescales.
- Implementation team structure including a named implementation manager and named technical experts.
- A testing and acceptance plan which must include:
 - Running test schedules.
 - Issuing user guides.
- Provision of familiarisation training on any programme management tools.
- Sign off of a new pump will be done by the EA's Mobile Asset team.

Management Information

The Supplier shall operate and maintain appropriate systems, processes, and records to ensure that at all times it can deliver timely and accurate Management Information to us in accordance with the provision of this Contract.

The Supplier is required to provide, annual Management Information to support the operational activity of the contract. Examples are, but not limited to; cost analysis, safety initiatives, environmental performance, waste generated, water use and supply chain compliance, and other contract initiatives. Should also include innovation ideas, emissions standards, etc

Under Freedom of Information legislation, members of the public have the right to ask us for detailed information that is not currently available to them. Where we receive any such requests for information, we need to respond quickly and efficiently and in line with the requirements of the Freedom of Information Act. We will require you to support the provision of such information, completing the process within 10 working days

The Supplier will provide the following reports, as a minimum, but not be limited to;

Quarterly

- Review meeting reports detailing refurbishment program as well as money spent.
- Sub-contractor work quality audit and performance report.
- Summary of any health and safety incidents, investigations and lessons learnt.
- Consolidated invoice with supporting breakdown of costs.
- Any non-compliances during sign off procedures

Annually

- Sub-contractor audit and performance
- Environmental data and reports of environmental targets.
- Qualitative audit or performance against environmental requirements of this contract.

All such information shall be regularly made available in an electronic format acceptable to the EA.

Business Information

The Supplier shall operate and maintain appropriate systems, processes, and records to always ensure that it can deliver timely and accurate Business Information to the EA.

The Supplier may also be required to provide standard industry business intelligence, such as emission stands, new legislation, pumping initiatives, alternative fuels, etc.

The provision of Business Intelligence and data reporting/management shall be included within the refurbishment fee.

Issue Resolution

The Supplier shall ensure that any issues or complaints received directly from us are acknowledged within four working hours of receipt and dealt with as a matter of priority.

The Supplier shall proactively work to seek a resolution of the issue or complaint and provide progress updates to us until a satisfactory resolution which is mutually acceptable to the parties involved has been agreed within 10 days.

The Supplier shall provide comprehensive reports on all complaints to us monthly. The reports shall contain the following information:

- Date received
- Name of complainant
- Nature of complaint/Pump failure details
- Actions taken to resolve the complaint
- Preventative actions
- Date of resolution

Supplier Performance Measures (SPM)

The supplier is required to meet minimum service levels and performance measures and report performance against agreed measures at least quarterly. The Account Manager shall meet with the Contract Manager on a quarterly basis or as otherwise directed by the Contract Manager, to review the performance of the Contract and agree future actions/developments.

The Supplier shall produce quarterly Performance Reports evidencing performance against agreed Supplier Performance Measures (SPM). These reports will be supplied five working days prior to agreed Contract review meetings to our Contract Representative. If reports are not presented prior to the scheduled meeting it will be rearranged for when the information is made available.

These reports are to include recommendations for action either by the EA or the Supplier, to improve the safety, efficiency, effectiveness, environmental performance.

The Supplier performance will be measured against the following Supplier Performance Measures (SPMs). Failure to meet some of these performance measures will result in a full review of the contract.

Please note, these SPMs are subject to review and amendment throughout the life of the contract.

SPM Number	Supplier Performance Measure	Performance Guidance	Method and Frequency of Measurement
1	Once the MAs team have sent a requirement to the managing agent, they must provide options within 1 month.	MAs must be notified upon completion of options within one month- supplier to arrange site visits to manufacturers if MAs deem necessary	To be reported at each refurbishment
2	Manufacturer to provide Supplier/EA to provide details of capacity schedule and delivery dates of new pumps	MAs and supplier to work together to set out build/delivery schedule	To be reported at start of each year.
3	If a non-conformity is identified in the sign off procedure this is rectified within 2 weeks.	Supplier must in writing notify MAs of items to be rectified and confirmation of completion.	To be reported at each refurbishment
4	Provision of Management Information five days prior to scheduled quarterly meeting.	Management Information must be received five days prior to quarterly meeting and additionally within two working days hours for ad hoc requests.	To be reported at quarterly review meetings.
5	Report Health, Safety and Environmental Incidents involving our assets within one working day	100% of all Health, Safety and Environmental incidents and near	To be reported at quarterly review meetings.

		misses to reported to the Contract Manager.	
6	100% of incidents, issues, or complaints reported to or by the EA are acknowledged within four working hours of receipt and resolved within six working days.	Acknowledge within four working hours of the details being received, progress updates provided at intervals of two working days until a satisfactory resolution has been agreed within six working days.	To be reported at quarterly review meetings.
7	100% of disputed invoice credits are paid in full within one calendar month.	100% of invoice credits are paid in full within one calendar month.	To be reported at quarterly review meetings.
8	A minimum of 10% reduction of carbon emissions for each year of the contract.	Carbon emissions produced during the delivery of this contract will reduce by 10% each year following a baseline during the first six months following contract award.	To be reported at quarterly and annual review meetings.
9	Provide a savings report following the purchase and delivery of each pump order. The savings evidence how the supplier achieved these savings and the value they bring to the Environment Agency.	A report that is updated after each purchase and is readily available. Savings can be achieved through negotiation, bulk purchases, benchmarking or any other way.	To be reported at quarterly review meetings.
10	Provide an environmental report following the purchase and delivery of each pump order including credentials and wider benefits delivered.	A report that is updated after each purchase and is readily available.	To be reported at quarterly review meetings.

Legislation

The Supplier shall ensure that any legislative requirements for the operation of any pumps through this Contract are identified, and the necessary processes and procedures established to ensure such requirements are met

The Supplier shall ensure that all maintained assets conform to all current and known future applicable legislation.

The Supplier shall conform to UK or European Foundation for Quality Management (EFQM), EN29000, ISO9000 series or equivalent industry standard as part of the Ordering Procedure (<http://www.efqm.org/>).

The Supplier shall always comply with the following:

- BS EN ISO14001 Environmental Management System standard (as amended) or equivalent; for all elements of their business that relate to this contract.

Supply Chain Management

We are committed to improving health, safety, and sustainability performance of all our activities and expect our Suppliers to be equally committed to improving the performance of all activities undertaken through this contract.

The Supplier shall undertake effective supply chain management, including monitoring, sharing information and reporting, and have full transparency of their supply chain, throughout the duration of the Contract to ensure:

- competence and compliance.
- cost effective and sustainable continuity of supply.
- the quality of services provided to the EA.

Prior to selecting subcontractors within the national network, they must demonstrate a robust health, safety, and environmental management culture and be competent and trained to deliver the requirements of this contract. This includes, but is not limited to, having appropriate policies, procedures and risk assessments, pollution prevention processes and controls.

The Supplier shall fully support a sustainable Small and Medium Enterprise (SME) supply chain that reflects current and future sustainable procurement practice.

The Supplier must communicate our sustainability requirements throughout their supply chain, partners and wider organisation. They must share and communicate best practice/lessons learnt and new innovations with the EA in all areas that are relevant to this contract.

The Supplier shall produce a supply chain map, within six months of contract award, to understand the environmental impact of their supply chain and to identify opportunities to improve sustainability.

Invoice and Payment Systems

The EA requires monthly consolidated invoicing. The PDF invoice must include supporting information including the following detail as a minimum:

- Purchase order
- Date
- Information to identify costs per pump
- Departments and third-party suppliers

Separate consolidated invoicing for other DEFRA partners will be required in a similar format and will be agreed on implementation of new DEFRA partners.

Evidence of the cost calculations, including event types, labour hours and rates, as a minimum, should be provided to the Contract Manager, along with the draft invoice for approval. Once approved by the Contract Manager, invoices and any supporting information must be submitted for payment to both:

[REDACTED]

[REDACTED]

The Supplier must follow the invoice procedure identified in here for changes, amendments and credits.

Business Continuity Management

The Supplier shall produce and maintain a robust Business Continuity, Contingency and Disaster Recovery Plan which ensures that the fulfilment of the goods and services described in this specification are not interrupted in accordance with ISO22301 or equivalent. The Supplier shall maintain its readiness to deal with unplanned events in accordance with the business continuity principles of ISO 22301, or equivalent, including managing a continuous service throughout extreme weather events.

The Supplier will inform the Contract Manager of any disruption to the service within two working hours.

The Supplier shall immediately contact the Contract Manager for operational restrictions or disruption to service that affect the delivery of the service. This includes but is not limited to:

- IT Disruption

- Resource Disruption
- Telephony Disruption
- Extreme Weather
- Epidemics or pandemics
- National Lockdowns

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

- 
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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 [LIT 13010 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.

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/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 [Lit 11283 Identifying flood and coastal risk management \(FCRM\) major assets](#).

Strategically Important Assets

When using MEICA specifications, suppliers must reference

- [Lit 14717 - 17 17 SD02 Fire - Minimum Technical Requirement for Fixed Operational Assets](#)
- [Lit 14718 - 17 17 SD03 Resilience - Minimum Technical Requirement for Fixed Operational Assets](#)
- [Lit 14719 - 17 17 SD 04 Security: Minimum Technical Requirements for Fixed Operational Assets](#)

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 if varied for a specific application).

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](#) and [LIT 18691 MEICA - Assurance - Concession form](#)

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:

- 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](#)

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.

MEICA - Specification - Kiosks and enclosures

What's this document about?

This document sets out the MEICA specification to be followed by all Environment Agency staff and suppliers when specifying kiosks and enclosures. Any variation to this standard must be applied for through the [concession process](#).

! Users must read [MEICA – Specification - General](#) prior to using MEICA any Specifications.

Who does this apply to?

This specification applies to:

- Environment Agency Staff;
- External suppliers working on MEICA projects.

Introduction

Scope of the specification

Kiosk and weatherproof cabinets shall comply with all applicable Statutory Regulations, Environmental Legislation (including The Waste Electrical and Electronic Equipment Regulations), the relevant Environment Agency procedures/requirements and the latest editions (at the time of Tender) of all applicable British and Harmonised European and international Standards. All Regulations and Standards referenced by this Specification are detailed in [Related Documents](#).

Other requirements

Kiosks and weatherproof cabinets must also comply with:

- [MEICA - Specification - General](#)
- this specification;
- project specification;
- any other documentation issued by the Environment Agency.

Note: Where such documentation imposes additional requirements to the Standards listed in [Related Documents](#), the requirements of the specific project documentation take preference.

Design life

The table below sets out the equipment type and minimum design life of kiosks and weatherproof cabinets at the rated conditions.

Equipment Type	Design Life
Kiosk	20 years
Weatherproof cabinet	20 years

General

General requirements

This specification covers weatherproof cabinets of the following types:

- Kiosks with walk-in access
- Kiosks with front outside access (close fitting)
- Wall or Floor mounted cabinets (non access)

Kiosks and weatherproof cabinets must be designed to withstand the site ambient conditions for 20 years and incorporate ultraviolet (UV) inhibition during manufacture.

Kiosks and cabinets must be manufactured to provide strength, durability, vandal resistance and a long service life. The position of a kiosk must be assessed and where vulnerable to damage by accident or vandalism appropriate measures such as crash barriers or similar shall be provided.

Kiosks and cabinets must provide a dry, temperate, clean and dust free environment for the housing of the apparatus. They must be designed to be:

- Weather and corrosion proof
- Vandal and vermin proof
- Low Maintenance
- Fire resistant
- Thermally insulated to minimise solar heat gain
- Adequately ventilated for equipment and personnel
- Adequately lit to enable safe operation and maintenance of internal equipment
- Capable of restricting access to unauthorised persons
- Energy efficient, minimising energy consumption

Resilience

The design, selection and positioning of kiosks and cabinets must take into account the resilience requirements of the site. In particular the design must consider the likelihood of an ingress of water due to exceedance events as described in [OI 17 17 Criticality assessment of FCRM assets](#). It is therefore critical that the positioning of cable ducts, drains, cat flaps, etc are fully assessed.

Sizing

Design of the kiosk/cabinet and equipment layout, including heating and cooling calculations, must be submitted to the Environment Agency for review prior to manufacture. The size of the kiosk must take into account the following, as a minimum:

- Limits due to planning/size constraints
- Clearance around equipment and MCC/switchboards (refer to LIT UNASSIGNED Special Locations for gangway requirements)
- Is top or bottom MCC/switchboard cable access required?
- Location of other equipment that may need to be housed internally such as electricity meters, distribution boards, generator connection boxes, instruments, outstations, etc.
- Ability to operate and remove equipment;
- Flood risk vulnerability

Depth

The minimum recommended depth of kiosks (for walk-in access) housing MCC/ switchboards will be determined by the following:

- the panel depth
- the largest open panel door
- equipment withdrawal distances (as advised by the manufacturer)
- an unobstructed exit route
- recommended rear & side access clearance (as detailed by the manufacturer)
- the depth of any ancillary items which may be installed within the kiosk

Environmental considerations

Where fluid enters a kiosk/cabinet, such as hydraulic pipework, that part of the assembly shall be sealed from all other parts when the doors are closed. All cables entering the sealed compartment must have glands.

Kiosks and cabinets must have an ingress protection (IP) rating as specified in the project specification or user requirements specification. The method of fixing the kiosk must not affect this IP rating.

Kiosks must be located and orientated so as to minimise the effect of solar heat gain. Where solar heat gain may be excessive consideration must be given to the provision of shading e.g. trees or a canopy, and kiosk colour (where appropriate).

Door and openings must also take into account the prevailing wind, and rain protection for the panels and the personnel.

Construction

Materials

Heavy-duty kiosks or cabinets for outdoor use must be constructed from cast iron (with zinc-sprayed steel hinged doors), glass fibre-reinforced polyester, plastic coated steel, or similar corrosion and vandal resistant material. Metallic cubicles for indoor use must be constructed from 2 millimetres (mm) sheet steel. Where mounting plates are used, these must be constructed from 3 mm sheet steel.

GRP Kiosks

Glass reinforced polyester (GRP) kiosks and cabinets must be constructed from fire resistant resin to Class 2 or better of BS 476-7 and be tested to BS 476-20, BS 476-21, BS 476-22 and BS 476-23 and exceed a ½ hour fire rating.

GRP kiosks and cabinets must be constructed with the following minimum requirements;

- Walls, GRP/18 mm Ply/GRP composite with thermal transmittance (U Value) of 1.5 Watt per metre squared per degree Celsius ($\text{W/m}^2/^{\circ}\text{C}$)
- Roof, GRP/9 mm Ply/GRP composite with thermal transmittance (U Value) of $0.6 \text{ W/m}^2/^{\circ}\text{C}$

GRP kiosks and cabinets must be constructed with an inner rigid core of marine ply to BS 1203 encapsulated by resin bonded glass fibre inner and outer skins. Large panel sections must be stiffened by encapsulated box section steel. Timber reinforcement and stiffening must be completely encapsulated in GRP and all cut, sawn or filed edges must be resin sealed to prevent the ingress of moisture. The external and internal surfaces must be suitably dressed and resin sealed to give a good visual appearance.

GRP encapsulated high density V313/moisture resistant chipboard is an acceptable alternative to the above GRP-encapsulated ply construction.

GRP kiosk and cabinets shall be either of colour-impregnated gel coated smooth colourfast resin or approved brick effect finish as detailed in the project specification. The interior and exterior colour of the kiosk must be agreed with the Environment Agency and must comply with any planning constraints.

Plastic coated steel kiosks

Plastic coated mild steel kiosks must be constructed with the following minimum requirements;

- Steel frame
- Walls to be 2 mm thick plastic coated mild steel 60 mm box section with a thermal transmittance (U Value) of $0.6 \text{ W/m}^2/^{\circ}\text{C}$
- Roof to be 2 mm thick plastic coated mild steel 40 mm box section with a thermal transmittance (U Value) of $0.6 \text{ W/m}^2/^{\circ}\text{C}$

Where amendments to the construction are required to achieve the required thermal insulation, the supplier must consult the Environment Agency. The strength and robustness of the kiosk must not be adversely affected by the non-inclusion of insulation.

General requirements

Kiosks must incorporate a sloping roof to facilitate drainage and prevent build-up of water on the roof.

Wall-mounted equipment must be mounted on suitable frames specifically designed to take the expected loading. The frames must facilitate easy installation/removal of equipment from the front and without the need for specialist tools. If the mounting frame entails the use of plywood, this must be a minimum of 18 mm thick and suitably treated to be fire-resistant.

Where larger equipment is specified for removal through the kiosk roof, the kiosk must be designed to facilitate this.

All plywood supplied must be produced from sustainable sources and must be manufactured without the use of formaldehyde. The manufacturer must provide evidence of compliance with the above requirements.

Fixings

All foundation, panel jointing and component retaining screws, nuts, bolts and washers must be stainless steel to BS EN ISO 3506-1 or BS EN ISO 3506-2 as appropriate with fibre or nylon washers fitted beneath nut and bolt head washers to prevent damage to the GRP or its adjoining component. Kiosks must incorporate reinforced areas or backboards to accommodate installation of all wall-mounted equipment together with reinforcement as necessary for installation of the domestic equipment and associated conduit runs.

Cable entry

All cables must enter/leave the enclosure from below ground level wherever flood levels allow. Where a kiosk is required to be flood resilient, cables shall enter/leave the building or enclosure above the flood level to minimise floor penetrations.

Inspection windows

Where indicators, gauges or LEDs requiring frequent inspection are fitted, clear polycarbonate impact-resistant windows must be used.

Doors – kiosks

Doors must be outward opening and constructed in the same material as the enclosure.

Doors must be fitted with vandal proof and self-latching stays to restrain them in the fully open position. The mechanism must be designed to withstand high wind speeds and direction in the open position and must only de-latch using a positive operator latch.

Doors must open and close in an unstrained manner and be hung to give a uniform gap between it and the door jamb. Gaps around and between doors must be protected internally. Door seals must be non-moisture-absorbing so ice will not form in the rubber and prohibit opening of doors. Seals must be formed from materials resistant to deformation and abrasion.

Doors must be dust and weather-proofed to a minimum IP 54.

Doors must provide a half hour fire resistance to BS476-22.

Double doors must not be provided with a centre pillar.

Doors - cabinets

Cabinets must have either a single or a double door as specified and doors provided with a lock approved by the Environment Agency. When a cabinet is mounted next to another cabinet, a minimum door opening of 90 degrees must be maintained.

Doors – hardware and fixings

Hinges, catches, fixing screws and locks must be of stainless steel, nylon or similar approved corrosion-resistant material. Hinges must be of high tensile alloy with stainless steel pins and through bolts. Door hinges must be robust and concealed to enable the door to be removed in the open position only.

Doors – lock arrangement

Locking arrangements must be designed in conjunction with [OI 17 17 SD04 Security Minimum Technical Requirements for Fixed Operational Assets](#).

Cabinets must have a three-point locking system utilising triangular locks top and bottom and either a cylinder lock centrally or a hasp and staple with suitable padlock protection.

The kiosk door must include an exterior handle with a lock/finger opening facilities complete with 3-point latching and internal lever handles. Each door will have a lock of the flush rim cylinder lock type chosen to suit the particular site security system. Locks and barrels must be provided as specified in Each door lock must have an interior handle that is easy to operate in an emergency. The door thresholds must incorporate galvanised steel weather strips against which the door will close.

Doors – clear opening

As a minimum, kiosks must have a nominal clear door opening of not less than 750 mm wide by 2000 mm high where more onerous requirements do not exist (refer to LIT UNASSIGNED Special Locations). Numbers of exits and recommended access arrangements must be designed in accordance with the relevant legislation for the equipment being housed, the Building Regulations Approved Document Part B (Fire Safety) Volume 2 - Buildings other than dwelling houses and the designer's risk register. Door sizes and configuration of doors must be selected to ensure distortion and cracking of the structure is prevented. The egress and access arrangements must be reviewed by the Environment Agency during the design stage. A removable overhead transom, 0.5 m high, to facilitate switchboard access must be provided where specified.

Sound Attenuation

Kiosks must achieve sound attenuation over a centre band frequency range of 31.5 Hertz (Hz) to 16 kHz as detailed in the Project Specification. Where no sound reduction levels are specified the kiosk must achieve a minimum sound attenuation of 15 decibels (dB).

High Security Kiosks and Cabinets

Cabinets and kiosks must meet the Loss Prevention Certification Board (LPCB) standard written in the specification as a result of the critical asset assessment. Refer to [OI 17 17 SD04 Security Minimum Technical Requirements for Fixed Operational Assets](#).

Handling and Installation

A set of detachable galvanised lifting eyes must be provided. The lifting eyebolts must be removed when not in use, and sufficient plugs to fit these holes must be provided with the kiosk. The walls of cabinets and kiosks must have internal bottom flanges, drilled for bolting securely to the concrete plinth. Fixing holes must be reinforced.

Unless specified, floor mounted external kiosks or cabinets must be fixed to the concrete base on an integral cast ledge below finished floor level. The joints between the kiosk and base concrete must be fitted with a weatherproof seal. Anchor bolts, fitted inside the kiosk, should be covered with granolithic screed to provide a flush floor level to the wall. Concrete flooring must be treated with a chemical resistant two-coat epoxy floor coating.

Where a kiosk is supplied with an integral floor, the floor must be load-bearing.

The kiosk must be delivered with all required supports necessary for transportation, offloading and positioning.

Heating and ventilation

General

An external ambient temperature range of +40°C and -15°C (with an average in any 24 hour period of not more than 35°C) and relative humidity up to 95% shall be assumed for worst case conditions, except where stated otherwise when determining heating and ventilation requirements for the kiosk and cabinets.

Heating

Anti-condensation heating should be provided if there is likelihood of condensation forming. If tubular heaters are to be used, they must be provided with steel mesh guards and mounted at low level.

A controlling tamper-proof thermostat shall be provided. The heating system shall maintain the ambient temperature inside the kiosk to +5°C.

Heaters must be suitable for the environment in which they are to be installed. The final connection to the heater must be made with heat resistant flexible cable 85°C rubber insulated heat oil and flame resistant (HOFR) to BS 6004 and BS EN 50525-1 and BS EN 50525-2-83. The cable must be coloured white.

Ventilation

The ventilation system must maintain kiosk internal air temperature below 35°C and prevent condensation with the worst case conditions and the kiosk doors closed. Where the kiosk/cabinet

contains equipment sensitive to high temperatures, the contents must be maintained at a temperature such that their performance is not adversely affected. Similarly the kiosk internal temperature must be maintained to ensure that personnel entering the kiosk are not subject to hazardous conditions.

Ventilation requirements

Heat dispersion requirements must take account of heat generated by internal equipment and processes and also environmental conditions, especially solar gain.

Ventilation requirements must be calculated in accordance with the current CIBSE Guide and the design criteria contained therein. Calculations carried out to establish the recommended ventilation design solution must be submitted for review.

Ventilation types

The kiosk ventilation system must be chosen from one of the following types:

- Natural ventilation with inlet vents at low level and outlet vents at roof level at opposite ends of the kiosk.
- Forced ventilation with inlet vents at low level and extract fan(s) at roof level at opposite ends of the kiosk.
- Air conditioning with external heat exchanger and heating / cooling temperature control.

Natural ventilation should be used wherever possible.

Ventilation – vents and louvres

IP54 vents must be vermin and insect proof and have manual closures to retain heat in winter conditions. The louvres must be positioned to avoid short-circuiting and located so that the flow of air is across any equipment dissipating heat.

Ventilation – temperature control

Extract fans must be controlled from a thermostat. The fans must start at 25°C and cease when temperature inside the kiosk is 20°C. Where the heat output from the equipment installed within the kiosk exceeds the limits of forced ventilation, air cooling units should be considered.

Equipment and fittings

Lighting

Kiosk interior lighting must be designed to provide a maintained luminance level of 300 lux at floor level unless otherwise specified. Kiosk interior lighting must include the following:

- LED luminaires, twin tube, IP65 with prismatic diffuser, electronic starter mounted on lighting trunking
- Splash proof on/off light switch to BS EN 60669-1, IP65 adjacent to doors
- Lighting timer control circuit for walk-in kiosks
- Emergency lighting pack to BS EN 60598-1 and BS EN 60598-2-22, type NM3 to fluorescent luminaire(s) in front of switchboards for walk-in kiosks
- Emergency exit sign(s) to BS EN 60598-1 and BS EN 60598-2-22, type NM3 for walk-in kiosks

An external LED floodlight or LED bulkhead where detailed in the project specification must be installed above the kiosk main access door. The light must be passive infrared sensor (PIR) controlled.

Socket Outlets

Kiosks and cabinets must be supplied with one splash proof, twin 13 amperes (A), 230 volts (V), IP54 socket outlet to BS1363-2 with 30 mA RCD (residual current device) protection, mounted internally on the front wall, adjacent to the door.

Where specified the following must be provided:

- 230 V outlet, 16 A, IP54 EN 60309, coloured blue, incorporating isolation mechanically interlocked with the plug and the ring main or radial circuit from which they are supplied must be protected by a 30 mA RCD.
- 110 V outlet(s) for portable tools, 16A, two pole and earth to EN 60309, coloured yellow, fed from a 230/115 V 2 kilovolt amps (kVA) isolating transformer having a centre tapped to earth connection, protected with 2 pole RCD/MCBs (miniature circuit breakers).

Electrical Installation

The electrical installation must be designed, supplied, installed, inspected and tested in accordance with BS 7671 and [MEICA – specification - Electrical Installations](#). All electrical kiosk services must be connected, using rigid PVC conduit and PVC insulated stranded cables, to a consumer unit located within the kiosk.

Where the electrical installation is provided prior to delivery to site the necessary test certification shall be provided to facilitate the overall electrical testing and electrical certification of the site.

Supply headers and metering shall be located in a separate compartment within the kiosk the door of which shall open externally and be fitted with a triangle lock and/or a window to facilitate meter reading.

Cat Flaps

Where the kiosk houses a panel with a portable generator connection a hinged “cat-flap” must be provided. This must be located to allow the safest connection of the generator cables, avoiding trip hazards, not trailing over equipment, etc. The cat flap must be hinged at the top, open outwards and be lockable in the closed position from inside the enclosure with internal shoot bolts. It must not be located on a door. Cat flaps must not increase the risk of water ingress by weather or flooding.

Testing

The installer must test the kiosk/cabinet and all associated equipment and fittings as required by the Particular Specification.

Defects

General

Installers must ensure that kiosks and cabinets are be free from defects and adequate in all respects for the purposes intended. Kiosks must be constructed in accordance with the Quality Controls detailed in BS 4549.

The works will be deemed to have failed if any defect is noted by the Environment Agency or Environment Agency's authorised inspector during visual inspection or site test.

Documentation and labels

Labels

Labels must be provided on the cabinet and kiosk for:

- Manufacturer, address, telephone number, e-mail, reference and date
- Weight
- Description and/or Site Name

Documentation

The supplier shall provide the following documentation:

- General arrangement drawings, including plan and elevation.
- Kiosk bottom seal drawing
- Schedule of parts
- Specification of materials and components, including sustainable resource certificates
- Lighting calculations
- Calculations, including solar heat gain and heat dissipation from the electrical and mechanical equipment in the kiosk
- Electrical inspection and test Certificates
- Technical submissions

Technical Submissions

Documentation

As part of the technical submission specifications, sketches, method statement for preparation & application and technical literature must be provided in the original file format (.dwg/.dxf/.doc/etc) and a pdf version of the same file.

Related Documents

BS series

- BS 476- 7 [Fire tests on building materials and structures. Method of test to determine the classification of the surface spread of flame of products](#)
 - BS 476-20 Fire tests on building materials and structures. Method for determination of the fire resistance of elements of construction (general principles)
 - BS 476-21 Fire tests on building materials and structures. Methods for determination of the fire resistance of loadbearing elements of construction
 - BS 476-22 Fire tests on building materials and structures. Methods for determination of the fire resistance of non-loadbearing elements of construction
 - BS 476-23 Fire tests on building materials and structures. Methods for determination of the contribution of components to the fire resistance of a structure
 - BS 1203 Hot setting phenolic and aminoplastic wood adhesives. Classification and test method.
 - BS 1363-2 13 A plugs, socket-outlets, adaptors and connection units. Specification for 13 A switched and unswitched socket-outlets
 - BS 4549-1 Guide to quality control requirements for reinforced plastics mouldings. Guide to the preparation of a scheme to control the quality of glass reinforced polyester mouldings
 - 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 7671 Requirements for electrical installations. IET Wiring Regulations
-

BS EN series

- BS EN 50525-1 Electric cables. Low voltage energy cables of rated voltages up to and including 450/750 V (U0/U). General requirements
- BS EN 50525-2-83 Electric cables. Low voltage energy cables of rated voltages up to and including 450/750 V (U0/U). Cables for general applications. Multicore cables with crosslinked silicone rubber insulation
- BS EN 60309 Plugs, socket-outlets and couplers for industrial purposes
- BS EN 60598-1 Luminaires . General requirements and tests
- BS EN 60598-2-1 Luminaires. Particular requirements. Specification for fixed general purpose luminaires
- BS EN 60598-2-22 Luminaires. Particular requirements. Luminaires for emergency lighting

- BS EN 60669-1 Switches for household and similar fixed-electrical installations. General requirements
-

BS EN ISO Series

- BS EN ISO 3506-1 Mechanical properties of corrosion-resistant stainless steel fasteners. Bolts, screws and studs
 - BS EN ISO 3506-2. Mechanical properties of corrosion-resistant stainless steel fasteners. Nuts
-

Others

- LPS 1175 The Loss Prevention Certification Board (LPCB) - Loss Prevention Standards
 - The Building Regulations Approved Document Part B (Fire Safety) Volume 2 - Buildings other than dwelling houses
-

Standard specifications

All MEICA Specifications are listed in:

- [MEICA - Specification - General](#)
-

MEICA - Specification - Electrical installations

What's this document about?

This document sets out the MEICA specification to be followed by all Environment Agency staff and suppliers when specifying the requirements for the design, installation, inspection and testing of low voltage (up to 1000 volts) electrical installations. Any variation to this standard must be applied for through the [concession process](#).

! Users must read [MEICA – Specification - General](#) prior to using MEICA any Specifications.

Who does this apply to?

This specification applies to:

- Environment Agency Staff;
 - External suppliers working on MEICA projects.
-

Contact for queries and feedback

-  Please give [anonymous feedback](#) for this document.

Introduction

Scope

This specification defines the requirements for the design, construction, inspection and testing of low voltage electrical installations (up to 1000 V).

Other requirements

The low voltage electrical installation must also comply with:

- [MEICA - Specification - General](#)
- this specification;
- project datasheets;
- any other documentation issued by the Environment Agency.

Note: Where such documentation imposes additional requirements to the Standards listed in [Related Documents](#), the requirements of the specific project documentation take preference.

Whole life costs

In addition to the documentation requirements in [MEICA - Specification - General](#), the following must be submitted as part of the tender:

- electrical installation power output and specific energy consumption.

Critical Assets

Low voltage installations installed or being designed for Critical Assets must be assessed under [OI 17 17 Critical Assets](#).

Design life

The table below sets out the minimum design life.

Equipment Type	Design Life
Low voltage electrical installations	20 years

General

Service conditions and application

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

- Internal: from -10 degrees Celsius (°C) to 40°C (with an average in any 24-hour period of not more than 35°C) and relative humidity up to 80 per cent;
- External: from -15°C to 40°C (with an average in any 24-hour period of not more than 35°C) and relative humidity up to 95 per cent.

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

Special locations

The IET Guidance Note 7: 'Special Locations' must be adhered to for installations in special locations where additional measures are required to comply with BS 7671.

Electrical system characteristics

The design of the installation must consider the minimum following characteristics of the electrical system:

- voltage, frequency and number of phases;
- maximum prospective short circuit current;
- earthing arrangement (TN or TT supply);
- external earth fault loop impedance (Z_e);
- type and rating of protection device external to installation;
- harmonic voltage and current distortion;
- load capability of supply source.

! Important If a new power supply application is to be submitted, a TNS earthing arrangement must be requested.

Hazardous area installations

All equipment selected for use in a hazardous area must have undergone an appropriate conformity assessment procedure (CAP) to demonstrate compliance with the essential health and safety requirements of 2014/34/EU (A TEX 95) as enacted in the UK by:

- [Equipment and Protective Systems Intended for Use in Potentially Explosive Atmospheres Regulations 2016](#)

The design, selection and erection of the electrical installations in explosive atmospheres must comply with all appropriate parts of BS EN 60079 and as a minimum the following.

- Electrical apparatus that does not comply with IEC standards or equivalent must not be used in hazardous areas.
- Isolation/disconnection of circuits must always be in a non-hazardous area.
- Cable joints are not permitted in hazardous areas.
- Labels for all intrinsically safe (IS) equipment and junction boxes must be coloured blue with white lettering.
- The IS circuit cable outer sheath and IS terminals must be coloured light blue.

On completion of the erection/installation, initial inspection of the apparatus and installation must be carried out in accordance with appropriate parts of BS EN 60079.

Selection of equipment and components

General

Surface-mounted fittings/accessories must be used with surface wiring.

Recessed-mounted fitting/accessories must be used with concealed wiring.

High Efficiency Lighting Units (HELUs) and White Light Emitting Diodes (LEDs) can be used for interior and exterior lighting. Lighting control measures such as localised switching and time switching may be considered to optimise efficiency of lighting system.

Further guidance on daylight installations is given BS EN 17037

Distribution boards

Distribution boards must comply with BS EN 61439-3 and BS 7671.

If upstream overcurrent protection is provided, the incoming supply switching and isolation device can be:

- circuit breaker;
- circuit breaker with integral residual current device (RCD) (residual current circuit breaker with overload protection, RCBO);
- fuse switch disconnector; or
- switch disconnector.

The neutral and earth bars provided in the distribution board must have terminals equal to the total number of outgoing ways on the board.

The loading of the branch circuits must not exceed 80% of the rating of the branch circuit protective device rating.

The distribution board must be provided with 30% spares circuit positions. Approximately 50% of the spares circuit positions must be provided with circuit protective devices. The remaining positions must be provided with necessary facilities that require only the addition of the circuit protective device for future use.

Control boxes, junction boxes, local control stations

Local isolators must be provided where shown on the outline block cable diagrams. These must be manufactured from glass-reinforced plastic (GRP), polycarbonate or an appropriate material approved by the Environment Agency.

All cables must be bottom entry into the unit. The Supplier must ensure there is adequate surface area on the bottom gland plate to gland and terminate all required cables.

Gland plates and cable boxes shall be designed/installed so to minimise the effects of eddy currents; single core cable gland plates shall be made from non-ferrous material.

Emergency stop pushbutton and pushbutton control stations must be provided where shown on the outline block cable diagrams. These must be manufactured from glass reinforced plastic (GRP), polycarbonate or an appropriate material approved by the Environment Agency. All cables must be bottom entry into the unit.

Junction boxes must be provided where shown on the outline block cable diagrams. These must be manufactured from GRP, polycarbonate or an appropriate material approved by the Environment Agency.

The local final cabling from junction boxes to individual connection points must be provided with allocated tag numbers, identified and shown on the cable schedules and detailed block cable diagrams. Propriety cables associated with instruments must be identified and included on the cable schedules.

The doors of isolators, control stations and the covers of junction boxes must be fitted with:

- a red/white/red Traffolyte hazard label 'Danger [XX] Volts – Isolate Before Opening';
- a yellow/black/yellow Traffolyte warning label 'Isolate at [Specified location] Before Opening'; and
- other applicable safety labels identifying the potential danger in accordance with appropriate parts of BS 5499 and BS ISO 3864. See also [Labels and safety signs](#).

All enclosures must be provided with an adequate means of earthing.

Terminals must be clipped to rails fixed to the back of the enclosure or supported off brackets integral with the enclosure.

Socket outlets

Plugs and socket outlets must comply with BS EN IEC 60309 and BS 1363.

Socket outlets for installation in offices, laboratories, mess rooms, accommodation and similar public areas must be rated at 13 Amperes (A) and 250 V, and comply with BS 1363.

All 230 V final circuit socket outlets must be protected by a suitable rated residual current device. Please refer to BS 7671 for maximum disconnection time.

All general purpose 13 A sockets must have automatic shutters closing phase and neutral apertures when not in use.

Outlet and switch boxes located outdoors must be suitable for the environment where outlets are to be installed and be a minimum of IP65 enclosures in accordance with BS EN 60529/IEC 60529 made of a corrosion-resistant material such as fibreglass, copper-free aluminium, galvanised steel or stainless steel.

Fused connection unit

Fused connection units must be rated at 13 A and 250 V, and comply with BS 1363. They must incorporate a correctly rated cartridge fuse link complying with BS 1362.

The fused connection units can be switched or unswitched, and must be provided with a flex outlet in front.

Shaver sockets

All shaver socket outlets must be dual voltage (250/120 V AC) complying with BS EN 61558-2-5. They must incorporate a double wound isolating transformer with thermal overload protection on the primary side.

Industrial plug and socket outlets

Industrial plug and socket outlets must comply with BS EN 60309 and must consist of a single-phase or three-phase unit rated at 16, 32, 63, 125 A.

All industrial plug and socket units must be provided with an integral isolator and interlocked to prevent socket contacts from breaking the load current.

Isolators

For a single phase system, the isolators must be double pole and comply with BS EN 60669. For a three phase system, the isolators must be four pole and comply with BS EN 60947.

Ceiling rose

Ceiling roses must comply with BS 67. They must have three terminals and an earth terminal.

Plug-in ceiling roses used for lighting fixture connections must comply with BS 6972.

Accessory mounting boxes

Plastic mounting boxes must be used with polyvinyl chloride (PVC) conduits.

Steel accessory boxes must be used with metallic conduits.

The accessory mounting boxes must comply with BS 4662.

Lighting switches

All lighting switches must be rated at 250 V and must comply with BS EN 60669.

In a multi-gang switch box, different phases or dissimilar voltages must be separated by earthed metallic barriers.

Installation of electrical equipment

General

All support steelwork required for the electrical installation must be installed electrically clear of floor-reinforcing metalwork.

The floor screed area below the switchgear and in front of withdrawable equipment must be level within the manufacturer's recommendations but, as a minimum, ± 3 mm over the whole area.

Packing material and constraints must be removed and equipment thoroughly cleaned.

Before the switchboard is commissioned, withdrawable portions of switchgear and motor control centres must be checked for correct mating with the stationary portions and correct function of locking devices.

The Supplier is responsible for locating all minor equipment not otherwise located on the drawings (for example, control stations, junction boxes, etc.) to ensure all services are co-ordinated with other services on-site.

Local control stations must be mounted adjacent to their equipment.

Distribution boards must be provided with an interior sub-circuit identification schedule to indicate the equipment served.

Bus duct

Where bus ducting is used (for example, to connect transformers to switchgear), the Supplier must carry out the installation in accordance with the manufacturer's recommendations and drawings with regard to route locations, support steelwork and, if applicable, building penetrations.

Bus ducting can be any one of the following types (all are supplied in pieces for site assembly):

- air-insulated copper bar assemblies;
- sleeved copper bar assemblies;
- encapsulated copper bar assemblies.

Bus ducting systems must be supplied complete with butt right-angled, tee and flexible inter-connecting kits and connection insulation kits as applicable. The manufacturer must also supply all support assemblies for encapsulated bus ducting.

The Supplier is responsible for the installation of air-insulated and sleeved copper bar types of bus ducting.

The Supplier is also responsible for the installation of encapsulated type bus ducting but under the supervision of the manufacturer's representative.

Transformers

The Supplier must ensure that transformers are installed in the locations shown on the drawings and in accordance with the manufacturer's drawings and recommendations.

Only designated jacking and lifting points must be used when the transformers are being put into position. Where there are separate lifting facilities for tank tops, cores and coils, these must be removed or rendered unusable during transport and erection.

Where bus ducting is to be used for connections to transformers and reactor terminals, checks must be made before the tank base is bolted or welded down to ensure the bus ducting connections can be made without imposing stress on the bus ducting copper-work or transformer terminal bushings.

When correctly located and inspected, an insulation test must be carried out and recorded:

- between each phase and earth/ground; and
- between high-voltage (HV) and low-voltage (LV) windings.

On completion of the installation of all fittings and cables, etc., an insulation test of all windings and connections must be made.

The following apply where applicable.

- The fluid level in transformers and the colour of any breathing desiccants must be checked and rectified where necessary.
- Transformer oil or other liquid insulation must be checked/tested in accordance with the manufacturer's recommendations.
- The transformer tap changer must be securely padlocked in its required position. The Supplier must provide approved types of padlock and keys to the Environment Agency.
- Any transformer protection measures must be checked/tested prior to energising the transformer.

Batteries, battery chargers and inverters

Refer to [MEICA - specification - Rechargeable Batteries](#) for information regarding the installation of batteries, battery chargers and inverters.

Generators

Refer to [MEICA - Specification - Engine Generating Sets](#) for information regarding the installation of generating engines and associated equipment.

Cable selection

General

Cables must be selected and sized in accordance with latest edition of BS 7671.

The cable manufacturer must be approved and licensed by the British Approved Service Cables (BASEC). The outer sheath of cable must be embossed with the BASEC logo. Following the United Kingdom's exit from the European Union, on the 1st January 2021 BASEC is the only appointed approval agency of cables to UKCA (UK Conformity Assessed) certification, which replaces CE certification.

General selection criteria

Power cables must be selected in accordance with their suitability for the application and operating environment. Available power cables are detailed within BS 7671 Table 4A3; cables not in this table must be approved by the Environment Agency before purchase.

! Important

Cable selection must match insulation type with application and operational environment.

Cables must be sized to operate within their current carrying capacity and as determined by the maximum continuous insulation temperature.

Cables must have copper conductors complying with BS EN 13602.

The minimum cross-section of cables must be as follows

- power cables 2.5 mm²
- control cables 0.75 mm²;
- signal/instrument cables 0.75 mm²;
- data transmission cables 0.5 mm².

The colours of wiring insulation must be as shown in the table below.

Abbreviation	Meaning

L1 Phase 1	Brown
L2 Phase 2	Black
L3 Phase 3	Grey
N Neutral	Blue
110 V AC Control only	Red
110 V AC Power	Brown and Blue
48 V AC and below	Pink
Star contactor link and current transformer (CT) secondaries	Brown
DC positive	Brown
DC negative	Grey
Intruder/interlocking voltage circuits (entire circuit must be continuous and consistent colour)	Orange
Telemetry	White
Instrumentation 4–20 mA analogue	White
Protective earth conductors	Green and yellow *
Functional earth	Cream
Intrinsically safe (IS) circuit	Light blue
*On sites with issues of theft and for larger protective earth conductors installed in the field black coloured cables can be used with cable ends marked with green and yellow tape to identify the cable. This must be approved by the Environment Agency prior to purchasing the cables.	

! Important

The Supplier shall review appropriate standard to assess the need to apply for an exemption quoting the appropriate IEC, BS or BS EN to support the exemption.

Cable segregation/separation

As per BS 7671, the cables must be classified as follows:

- Band 1: Extra low voltage cables (signal / instrument, data transmission and telecommunication);
- Band 2: Low voltage cables (power and control cables);
- intrinsically safe cables;
- HV cables.

The cable guidelines for segregation are provided in the table below. Cables of different categories must cross each other at right angles.

Note The separation distance need not apply to short lengths of cables.

	Separation distance (mm)				Other underground services	Other above ground services
	Band 1	Band 2	IS	HV		
Band 1	–	300	50	500	150	500
Band 2	300	–	300	300	150	500
IS	50	300	–	500	150	500
HV	500	300	500	–	300	500

Cable sizing

Cables must be adequately rated for current-carrying capacity under normal and short-time fault conditions at the specified voltage.

Assessing the rating and cross section of any cable must be in accordance with BS 7671 and IEC 60287.

Where electrical design packages have been used, such as AMTECH, they must submit PDF copies of cable calculations and protection setting to the Environment Agency as part of their design submission. The AMTECH model for the works must also be submitted in its original file format to the Environment Agency.

Mineral insulated copper sheath (MICS) cables

All mineral insulated cables must comply with BS EN 60702 and must be 500 V grade unless otherwise specified.

Restrictions on the use of MICS cable are detailed below.

- MICS cable must not be used between discharge type lighting fittings and associated control equipment unless an appropriate surge suppressor has been correctly positioned in the circuit.
- When MICS cable is specified for a.c. power circuits or d.c. circuits, consideration must be given to inductive load switching and the possible need for surge diverters in the circuit.

- Through joints must comprise jointing sleeves and appropriate accessories supplied by the cable manufacturer for this purpose. After completion, the joint must be protected with a sleeve of material similar to the cable outer sheath.
- MICS cable installations must not be used in hazardous areas unless approved by the Environment Agency.

Cable, glands, pot seals, sleeving, tools and other accessories used together must be compatible and supplied by the same manufacturer. Glands must be a hexagon type and, where applicable, be certified or approved for use in the hazardous area concerned.

Terminations must be made using cold pot seals supplied by the cable manufacturer and the following procedures.

- The pot must be contained in the gland body and must not protrude into the equipment.
- The pot must be effectively screwed onto the cable sheath and its self-cutting thread fully engaged, or in the case of wedge type fittings, correctly fitted in accordance with the manufacturer's instructions.
- The manufacturer's recommendations for excluding moisture from the cable immediately prior to making an end seal termination must be observed rigidly.
- At terminations, conductors must be insulated with neoprene sleeving, or where connections are to be made into high temperature enclosures (for example, tungsten fittings, etc.), silicone rubber sleeving or sleeving as recommended by the cable manufacturer must be used.

In all cases, except where positive earth/ground continuity must be maintained such as via threaded entries of metallic enclosures, cable end seals with earth/ground bonding tails must be used. Earth/ground bonding tails must be properly terminated on earthed/grounded terminals provided for the purpose within the enclosures.

ICA cables

Instrumentation, control and automation (ICA) cables must be in accordance with BS EN 50288-7.

All panel and trunking cables must be of copper conductor with a minimum cross section area of 0.75 mm², PVC insulated and cross-linked polyethylene (XLPE) sheathed. Screened cables must have aluminium tape screen.

In general ICA cables are categorised as shown in the table below.

The conductors of any multi core cable must carry signals of the same category.

The conductors forming part of an intrinsically safe circuit must be contained within multi-core cables reserved solely for such circuits.

ICA cables running in parallel with other power cables must be separated as detailed in [Cable segregation/separation](#).

Category	Application

1	Instrument power and control (above 50 V)
2	High level signalling (6–50 V DC) for digital status, analogue current and voltage signals
3	Low level signalling for telemetry, data transmission, telephones, etc.

Fibre optic cables

Fibre optic cables must each contain six secondary coated multi-mode graded index 50/125 mm² optical fibres together with two 0.9 mm diameter conductors insulated with polythene, stranded around a 1.83 mm diameter steel strand and plastic coated up to 2.4 mm diameter.

The cable core must be inner sheathed with low density polythene of radial thickness 2.5 mm.

A steel or plastic laminate tape 44 mm in width must be applied longitudinally under the bedding sheath.

The final outer sheath must be a 3 mm radial of high density polythene with an overall diameter of 25 mm.

The minimum cable bending radius must be in accordance with the manufacturer’s recommendations.

Connectors shall be suitable for the type of cable being installed as well as the type of socket the cable will be connected to. Connectors shall comply with the relevant parts of BS EN 60874-1.

Connectors shall be attached to cables strictly in accordance with the connector manufacturer’s instructions.

Patch panel shall be designed based on the requirements of the fibre optic network. Considerations shall be made for port types, number of ports, type of cable, mounting, etc.

Laser optimised multimode glass fibre type cables shall comply with relevant parts of BS EN IEC 60793-2-10. Plastic optical fibre type cables shall comply with relevant parts of BS EN 60793-1.

Cable installation

General

The cables for each circuit must be the type and size specified for that circuit.

All cable routes must be approved by the Environment Agency. There must be no deviation from the cable routes shown on drawings unless agreed by the Environment Agency.

Where cable is installed overhead, the locations of the cable tray and ladders must be designed to ensure that:

- there is no conflict between them and other equipment, steelwork, piping, ducting, etc.;
- they do not cause any hazard to personnel, block access ways or prevent removal of equipment.

The Environment Agency must be given the opportunity to examine the installation before backfilling of buried cables.

The bending radius of a cable must not be less than the manufacturer's recommended minimum.

Cables must be run in continuous unbroken lengths. Joints are not permitted unless the route length exceeds the maximum manufactured drum length.

Unless otherwise specified, single core cables must be provided with an outer protective sheath (for example, PVC); if laid direct in the ground and/or if unsupported over any part of their entire length, they must include non-ferrous armouring.

Where single core cables are to be used for three-phase circuits, special attention must be given to minimising the likelihood and effects of circulating currents. Insulated glands for cable terminations must be fitted at one end and must be assembled and tested strictly in accordance with the manufacturer's instructions. Each set of single core cables comprising a three-phase circuit must be run close together and under no circumstances must ferrous metal be interposed between the single core cables. Trefoil formation must be used for each three-phase group of single core cables; this requirement can only be relaxed if agreed with the Environment Agency.

Cables must be installed in accordance with the manufacturer's recommendations.

Directly in the ground

All underground cables must be steel wire armoured and PVC sheathed.

Cables must be surrounded by not less than 75 mm of washed sand, loam or sifted soil under and over the cable. A first marker tape must be laid directly on top of the sand layer and the trench must be partially backfilled. The second marker tape must be laid at 300 mm below ground level and the remainder of trench backfilled with top soil.

HV cables (and where specified LV cables) must be protected by suitably sized concrete or earthenware cable covers. These covers must be laid directly above the 50 mm fill of screened material and must extend full width of the trench giving an overlap of at least 50 mm beyond the outer cables.

The minimum depth of cover required from cable to finished grade must be as shown in the table below.

Accurate and detailed drawing records of buried cables must be prepared by the Supplier as each section of cable is installed. Recorded information on the 'as-built' drawings must include:

- dimensioned trench positions;
- duct and trench sections indicating circuits installed;
- location of underground joints taken by measurement from fixed and permanent landmarks.

Type of cable	Minimum depth of cover
Street lighting and telephone cables	600 mm
Power cables up to and including 1000V and control cables *	600 mm
Power cables above 1000 V	1000 mm
*In agricultural and horticultural premises where vehicles and mobile agricultural machines are operated, the minimum depth of cover should be 600 mm, with added mechanical protection. Cables in arable or cultivated ground must be buried at a depth of at least 1000 mm (Guidance Note 1 (705.522)).	

As stated in Guidance Note 1 (522.8.10), a depth of burial of less than 500 mm is usually inadvisable as shallow laid cables may be inadvertently damaged by general gardening, etc. Cables that cannot be buried at a reasonable depth should be specifically protected, e.g. by ducts encased in concrete, or installed along an alternative route.

As stated in Guidance Note 1 (708.521.1.1), in caravan parks, campgrounds and similar locations, cables must be buried at a depth of at least 600mm having additional mechanical protection, be placed well outside any caravan pitch or away from areas where tent pegs or ground anchors were expected to be hammered into the ground.

As stated in Guidance Note 1 (709.521.1.7), in marinas, the recommended minimum buried depth is 0.5 m.

In concrete trenches (including troughs)

Cables must be fixed to the walls of cable trenches by means of cable cleats bolted to vertical sections of heavy duty, galvanised, fixing channel fixed securely to the wall of the trench by an expansion bolt.

In cable ducts

Cables must be installed in rigid ducts of unplasticised PVC complying with BS 4660 and BS EN 13598 or corrugated plastic.

Sufficient ducts must be installed to provide 20% spare capacity and 50% spare for roadway crossing.

Ducts carrying different categories cables must be separated as per BS 7671 recommendations and also as per [Cable segregation/separation](#).

Ducts must be left with a 1 m excess length of 8 mm diameter of nylon draw cord in place, anchored at each end.

Cables entering or leaving ducts must be sealed with a 100 mm thick ring of expanding polyurethane foam. Where the water table is identified as a problem, ducts must be sealed using Densomastic 16A sealant. The Supplier shall consider if gas and fire proof duct sealant is required – please see [OI 17 17 SD02 Fire Minimum Technical Requirements for Fixed Assets](#).

Ducts passing through floors must terminate approximately 75 mm above the surface of the floor.

Cable ducts must extend for a minimum 1000 mm beyond the limit of roadways and paved areas.

Draw pits must be installed for every 50 m straight run length of ducts or at the change of direction of ducts. As a minimum, draw pits must be 750 mm × 750 mm × 1000 mm in size and must maintain the required cable separation and facilitate the minimum bending radius of the cable. If alternative standard draw pit sizes are required due to scheme requirements/constraints, the Supplier to submit a Concession request - detailing the reason for deviation for the acceptance of the Environment Agency.

General cable routes

Cables must be allocated to ladders, trunking, trays or racks in the particular grouping arrangement detailed in drawings. Where specified, the racks must be colour-coded.

Care must be taken to maintain the segregation distances between power and instrumentation cables as detailed in [Cable segregation/separation](#).

Electrical continuity must be maintained:

- between sections of cable tray or ladder by the use of flanged fishplates;
- between the tray or ladder and the main structure, either through earthed/grounded support steelwork or by earthing/grounding cable connections to the main structure at each end of the tray or ladder run.

Standard prefabricated bends, tees, reducers and other accessories must be used. Unless approved by the Environment Agency, sections fabricated on site from straight sections must not be used.

Tray

Metal cable trays up to and including 150 mm wide must be of medium duty type with minimum gauge of 0.9 mm.

Cable trays greater than 150 mm wide must be of heavy duty type and with minimum gauge of 1.4 mm.

Spacing between horizontal tray tiers must be a minimum of 300 mm.

The choice of materials for cable trays and ladders will depend on the severity of the environment and the design life of the installation. As a minimum requirement, they must be heavy duty mild steel hot dipped galvanised unless specified. For corrosive environments, deep galvanised Corten 'A' steel or Type 316 516 'marine' grade stainless steel are acceptable materials. GRP may be used if weight saving is an important factor and adequate earthing is provided.

Where tray is to be installed in fire escape routes it, and all fittings, must be manufactured from metal as specified above. In these locations, fixings into the walls and ceilings must be by steel plugs. Plastic plugs are not permitted. Consideration must also be given to the fire resistance of the substrate that is being fixed to.

Plastic cable trays must be manufactured from rigid un-plasticised PVC having a thickness of not less than 3.0 mm. The material must be self-extinguishing and non-flammable.

Cable trays or ladders must be bolted or clamped to supports. Each length of cable tray must be bolted securely to an adjacent length with factory made coupling plates.

The cable tray support must be installed at regular intervals not exceeding the manufacturer's recommendations such that the weight of the cable is carried without deflection.

Welding to main structural steel work or drilling into concrete members is only permitted with the Environment Agency's approval.

Cables with an overall diameter of 40 mm and above must be fixed to the tray by cable cleats.

Single core cables making up three-phase circuits must normally be run in three-phase trefoil groups, securely clamped together to withstand the mechanical force produced by a short circuit fault. The manufacturer's recommended spacing must be used, supported by evidence of type tests having been performed under short circuit conditions.

All other cables with an overall diameter below 40 mm must be securely fastened to trays and ladders by nylon cable ties. Where cables are secured in fire evacuation routes they must be fixed with fire resistant metal cable clips.

Trunking

Trunking must be installed as a complete system including all necessary parts and accessories. Trunking must be sized to provide a spare capacity of 25%. Trunking ends must be fitted with removable end caps.

Steel trunking must be heavy duty, galvanised with minimum dimensions of 50 mm × 50 mm complying with BS EN 50085. Plastic trunking must be of high impact, self-extinguishing unplasticised PVC (uPVC).

The minimum gauge of steel trunking must be 2 mm. Trunking must be fitted with cable-retaining clips.

For vertical runs, cables must be supported with pin racks.

Trunking must be fixed with round-headed fixing screws or bolts.

Trunking must be kept clear of gas, water and process pipes by a minimum distance of 150 mm.

Appropriate bushes, couplings and flanges must be used for connections to conduit and junction boxes.

Support steelwork and fixings

The Supplier must provide supports necessary for mounting cable trays and cable ladders. These must be of a pre-fabricated construction supplied by the tray or ladder manufacturer to avoid on-site fabrication.

In addition, the Supplier must provide supports for the bus duct, control push button stations, socket outlets, lighting fittings, small power distributions boards, etc. These must also be of proprietary manufacture.

Unless otherwise specified, supports must be made from hot dipped galvanised steel in accordance with [MEICA - Specification - Painting and Protection Systems](#).

Bolts, nuts and washers, etc. must be stainless steel. Shake-proof spring washers must be installed at all bolted connections.

Structural steel or pre-cast concrete members must not be drilled unless specifically approved by the Environment Agency. Fixing must be by means of clamping brackets.

Under no circumstances must welding or fixing operations be carried out on any process plant equipment, vessels, pipelines or structures unless specifically indicated on contract drawings and agreed in advance with the Environment Agency.

Conduit installations

Conduit fittings must be manufactured from hot dipped galvanised steel or super high impact heavy gauge PVC, with a minimum diameter of 20 mm complying with BS EN 61386-1 and BS 4607 respectively.

Conduit must be sized to accommodate the total number of circuits involved without exceeding the conduit fill limitation specified in IEC 60364-5-52.

Conduit systems must be electrically and mechanically continuous throughout and rigidly secured before wiring is commenced.

An adequate number of pull-boxes must be installed to facilitate wiring without strain or damage to cable.

Conduit must not be installed in the ground or in sand-filled trenches.

All conduit branches must be taken off at right angles. Diagonal runs are not permitted.

Conduits fixed to structural steel work must be secured by girder clips.

All concealed conduits must be installed to have full thickness cover of plaster.

Conduits must be provided with draw in boxes at suitable interval.

The spacing for fixing saddles must be not more than 900 mm for PVC conduit and not more than 1500 mm for steel conduit. Saddles must be fixed on either side of joint, bends, etc.

At expansion joints of structure, either flexible conduits must be used or expansion couplers must be provided across the joints.

Conduit threads must be cleanly cut to a finished length which leaves the minimum exposed length of thread when installed. Threads must be checked for correct size using an appropriate gauge. The leading edge and bore must be made smooth. Exposed bare metal must be cleaned and protected against corrosion using materials compatible with the original protective coating.

Locknuts must be used at all entries and be fully tight.

Wiring in conduit must be looped from point to point and, where joints are unavoidable, they must be made in junction boxes. Junction boxes must be adequately sized and fitted with fixed connector blocks rated for the circuit requirement.

For steel conduit, the whole system must be electrically and mechanically continuous. A test for earth continuity must be carried out before it is concealed by plaster.

Conduit for installations in hazardous areas must be solid drawn screwed galvanised steel complying with BS EN 60079, and fitted with stopper boxes as required. In straight runs, special long couplers allowing each conduit to enter for at least 25 mm must be used.

Flexible conduit must only be used for equipment that are withdrawable, are subject to vibration or at building expansion joints. Flexible conduits must terminate in suitable adaptors and be connected to rigid conduit via a conduit box.

Cable transits

Cables passing through a firewall leading from a safe area into a hazardous area must be fitted with approved proprietary cable transits gland plates. All penetrations through partitions, ceilings and walls must be fire-stopped. Where the fire stopping has not been installed and certified by a third party specialising in fire stopping, the fire stop solution must be proposed to the Environment Agency before use.

Cable identification

Each cable must be fitted with durable identification bands:

- at each end;
- at all points where it enters or leaves ducts and buildings; and

- at each change in direction.

Cables must be identified at each gland termination by their allocated number as indicated on the cable schedules by non-corrodible identification tags.

Similar tags must be attached to cables at either side of a transit unit or cable duct and at specified intervals over the entire length of cable.

Tags must be fixed with PVC coated stainless steel ties.

Cable cores must be identified at each terminal with individual number/letter combinations using non-split cylindrical ferrules.

Identification for multi-core cables, other than power cables, must be made up of three parts:

- terminal number;
- core number;
- cable number.

Cable jointing and termination

Cable joints and terminations must be carried out in accordance with the cable manufacturer's recommendations, with particular regard to the jointing or termination materials and the procedure proposed.

Jointing and termination of power cables must be carried out by trained and competent tradespeople who have passed an approved course of instruction and trained on the operating voltage levels involved.

Jointing and termination of high voltage cables must be carried out and supervised by specialists, preferably from cable manufacturers.

Prior to insulation of jointed conductors and earth/ground continuity bonds, joints must be proved by resistance measurement to maintain the electrical ratings of the cable conductor, metal sheath (if applicable) and armouring.

Cable glands must comply with BS 6121 and BS EN 62444. They must be fitted with weatherproof shrouds of PVC or another plastic material suitable for the environment. Flameproof glands must be used on flameproof installations.

Spare cores of control and instrumentation cables must be terminated at both ends, in spare terminal ways or at earth/ground terminals.

Individual cores of cables up to and including 10 mm² must be terminated on screw clamp/pressure plate type equipment terminals.

Cable-core termination must be by either crimped palm lugs or sleeves to match either post terminals or bolted-clamp terminals. Aluminium cores of power cables must be terminated using

approved bimetallic connectors. Cable lugs and sockets must be of the correct size for the conductor.

Raised insulated barriers must be inserted between groups of terminals intended for wiring at different voltages and between individual phases of a three-phase supply.

No more than two conductors must be connected to one terminal (that is, one incoming and one outgoing conductor).

Terminals in marshalling boxes must be arranged so that 10% spare positions are furnished to allow for future modifications or additions.

Terminations must be neatly arranged, leaving length for one re-termination.

An adequate length of core tail must be provided to allow for generous spreading and laying of cores to their appropriate terminals.

Removable rail-mounted clamp type terminals must be provided for all mains wiring up to 35 mm².

Terminal numbers, voltage grouping and terminal block layout must correspond precisely with wiring diagrams so that quick and accurate identification of wiring can be made. All terminals must show the circuit wire number reference.

All telemetry terminals must be located on a single separated common rail.

Cable records

The Supplier must prepare a cable drumming schedule in order to minimise cable wastage and then keep this up-to-date.

The Supplier must maintain an up-to-date record of cables installed by marking up a copy of the cable schedule to indicate where variations in length, size, number of conductors and destinations occur.

The Supplier must also institute a recording system to record actual lengths of cable removed from the drum, the drum reference and the purpose for which each length is used.

Lighting and small power installations

General

The design and installation of indoor and outdoor lighting must comply with BS EN 12464. Road lighting must comply with BS 5489.

All luminaires and accessories must have an appropriate ingress protection (IP) rating and corrosion resistance suitable for the operating environment.

Luminaires must be supplied complete with:

- suitable lamp ballasts;
- installation accessories such as clamps, brackets, suspension chains, pendants, etc.

In areas housing rotating machinery, lighting must be arranged on multiple-phase circuits to prevent stroboscopic effects.

Where adjacent luminaires are connected to different phases of the supply, labels must be fitted internally, warning of the presence of the phase-to-phase voltage.

After installation, luminaires must be readily accessible for inspection, cleaning, maintenance and replacement without need of scaffolding. Where this is not possible, the Supplier must obtain approval from the Environment Agency.

Following installation of the lighting systems, the Supplier must, under night-time conditions:

- take readings of illumination levels throughout the plant or platform with the normal lighting system energised;
- energise the emergency lighting system only to prove adequacy;
- adjust the orientation of floodlight fixtures for maximum efficient use.

Levels of illumination

Levels of illumination must be in accordance with the Chartered Institution of Building Services Engineers (CIBSE) *Code for lighting*.

In general and unless otherwise specified, the lighting design and installation must achieve the average maintained luminance as per the table below.

Type of location	Average maintained luminance
Control rooms, motor control centre (MCC) rooms and switchrooms	300 lux
General offices	300 lux
Pump house	200 lux
Internal plant areas	150 lux
Stores	100 lux
External plant areas	50 lux
Major roads and car parks	20 lux
Outdoor substations	30 lux
Walkways and platforms	50 lux

Indoor Lighting

General-purpose luminaires

Luminaires must be of the light emitting diode (LED), fluorescent, tungsten or gas-discharge type as specified, and must comply with BS EN 60598.

General-purpose fluorescent luminaires must be manufactured from zinc-coated sheet steel of minimum thickness 0.7 mm with white epoxy polyester powder or equivalent finish. Luminaires must be fitted with a trough reflector or prismatic diffuser as specified.

Fluorescent luminaires must be of the switch-start type unless otherwise specified and must be complete with power factor correction capacitors sized to give an overall circuit power factor of 0.9.

Luminaires for installation in clean and dry areas must have a minimum degree of protection IP20 (without a diffuser) and IP40 (with a diffuser) to BS EN 60529.

Luminaires for use in a corrosive environment must have a GRP body with a prismatic acrylic or polycarbonate diffuser. The degree of protection must be IP65 to BS EN 60529. Covers must be sealed to the body with a neoprene gasket and must be secured using stainless steel fixing catches. The catches must be hinged to the body.

Recess-mounted luminaires must be arranged for mounting independent of the suspended ceiling into which they are fitted.

Bulkhead luminaires must be of the heavy-duty type and must have a diecast corrosion-resistant aluminium body and front frame with epoxy polyester powder or equivalent finish, and prismatic cover.

Covers fitted to luminaires located outdoors must be impact-resistant polycarbonate. The cover must be sealed to the body with a silicon rubber gasket and must be secured using stainless steel captive screws. Retaining hinges must be stainless steel.

Bulkhead luminaires for indoor location must have a minimum degree of protection IP54 and for outdoor location IPW55 to BS EN 60529.

Indoor lighting must be controlled by individual wall switches and/or occupancy sensors in each room or area.

Lighting switches must, in general, be placed 1.2–1.8 m above the finished floor or grade.

Indoor lighting circuits must be separate from outdoor lighting circuits.

Luminaires for hazardous areas

Luminaires for location in Zone 1 and Zone 2 hazardous areas must comply with BS EN 60079. The apparatus group and temperature class must be as specified.

LED lamps

LED lamps must comply with IEC 62560 and IEC 62031.

Currently there are many developments in lighting using LEDs. Where commercially available, LED lamps must be the preferred choice of lamp. The Supplier must submit technical details with their tender for any LED light products for approval by the Environment Agency.

As a minimum, LED lamps must comply with the following.

- LEDs must have a correlated colour temperature of 4,000–4,500K range (warm white). The colour rendering index (CRI) of the light produced by the light-emitting diodes of the lamps must be above 75.
- The individual LEDs must have rated life of 30,000–50,000 hours.
- The replacement LED lamps must have compatible fittings so they can be direct retrofit to incandescent, fluorescent and halogen lamps.
- LED lighting products must not contain mercury gases.
- Where specified, dimmable LED lights must be compatible with local dimmers on the market. The dimming range must provide effective
- dimming without flickering from 40% to 100% light output.
- LEDs must have a power supply efficiency of not less than 85% and an LED efficiency of not less than 90 lumens per watt (lm/W).

Other lamps

Energy-saving fluorescent lamps used as a direct replacement for tungsten filament lamps must have integral control gear and a minimum rated average life of 8,000 hours.

Tungsten filament lamps must comply with BS EN 60064 and BS EN 60432, and have a minimum rated average life of 2,000 hours.

Tungsten lamps must have a reinforced internal construction to provide increased resistance to filament breakage caused by jolts and vibration. Lamps for special applications must be as specified.

Tungsten lamps rated up to and including 150 W must be fitted with a bayonet-type lamp cap.

For lamp wattage above 150 W, the lamp cap must be of the Edison screw type. Lamp caps must comply with BS EN 60061.

Tubular fluorescent lamps must be of T5 (krypton filled, 16 mm diameter) or T8 (26 mm diameter), and must incorporate tri-phosphor internal coatings.

Fluorescent lamps must comply with BS 1853-2 and have caps of the bi-pin type. Unless otherwise specified, lamps for installation in industrial areas must have a correlated colour temperature of 3500K (white appearance) and for other areas must have a correlated colour temperature of 3000K (warm appearance). The minimum rated average lamp life must be 3,000 hours.

Mercury discharge lamps must comply with IEC 60188.

Emergency lighting

Emergency lighting must comply with BS 5266 and be designed to provide illumination for safe exit from operating areas in the event of power failure.

Emergency lighting must be provided for:

- critical rooms;
- control rooms;
- large electrical substations;
- critical instruments;
- safety eye wash/showers;
- safety equipment locations;
- laboratories;
- clinics;
- other areas where lighting failure might create safety hazards or may disrupt operations.

Emergency lighting must either have self-contained battery powered lamps to provide transitional emergency lighting or be powered from a central emergency battery bank supply.

For self-contained battery powered luminaires, a local key-operated test switch must be installed adjacent to normal lighting switches. The front plate of the switch must be engraved 'Emergency Lighting – Test Switch'. Key switches must be grid type with a secret key. Such luminaires must have a permanent neon indication light indicating battery charge 'healthy'.

Emergency exit lights must be provided for all emergency exits.

Outdoor lighting

Roadway lighting

The installation must be designed to avoid light pollution beyond the site boundary and upward into surrounding area.

The control system incorporating photoelectric cells must be provided with a 24-hour time switch to allow the user to override the automatic control system and to pre-set any periods when no lighting is required.

Roadway lighting columns must be constructed and installed in accordance with appropriate parts of BS EN 40. The base compartment door/cover must be fitted with a tamper-proof fastening.

Columns must have bolted base mounting plates for installation on concrete foundation blocks, which must incorporate bottom-entry cable ducts. Columns must be complete with baseboard, fuse unit and wiring between the fuse unit and luminaires.

The fuse unit must have:

- a non-hygroscopic plastic case designed to prevent the ingress of moisture and condensation;
- integral double-entry cable termination chamber with detachable front cover;
- enclosed-type fuse complying with IEC 60269-1.

Flood lighting

Floodlighting must be general-purpose LED or metal halide fixtures.

Floodlighting luminaires must be complete with a high-purity anodised aluminium reflector and a galvanised steel mounting bracket. Reflector characteristics must be selected to suit the floodlight application. The final position and angles of floodlights must be determined during construction.

Floodlights must be mounted on stirrups.

Cable for connections to floodlights must be of adequate length to permit floodlights to be adjusted to the full range of their mountings.

Control boxes must be mounted adjacent to the fittings in a position easily accessible for maintenance and repair.

Electrical outlets

Electrical outlets

Electrical outlets/switches must be installed in accordance with the following.

- Industrial socket outlets must be used for process areas, switch rooms, workshop and garages.
 - Electrical outlets/switches located in wash down areas or in other wet areas must be equipped with IP65 weatherproof covers and boxes.
 - Electrical outlets/switches must be centrally located to provide ease of use for maintenance and operations.
 - A branch circuit supplying welding plug outlets must serve no other equipment. Electrical outlets must be arranged in groups of not more than four outlets per circuit. The number of outlets on a circuit will determine the minimum cable size to be used.
 - Welding outlets must be located within 30 m of any structure or area in which welding is to be performed.
 - Outlet and switch boxes located outdoors must be IP65 enclosures in accordance with BS EN 60529 made of a corrosion-resistant material such as fibreglass, copper-free aluminium, or stainless steel.
 - In office and control room areas, socket outlets must be installed 0.5 m above floor level. In plant areas, socket outlets must be installed 1.2 m above floor level. For critical assets, socket location must be above the assessed exceedance level. The height of socket outlets must only be changed with the approval of the Environment Agency.
 - Residual current circuit breakers fitted to socket outlets must comply with BS EN 61008. They must have a tripping sensitivity of 30 mA with an operating time not exceeding 30 milliseconds.
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Earthing and bonding

Compliance with standards

All earthing and equipotential bonding must be installed and tested in accordance with BS 7671 and BS 7430.

Earthing system design

An effective and safe earthing system for all plant, equipment, extraneous metalwork and electrical services installations within the complete site installation shall be designed and provided.

The earthing system must be designed and installed in accordance with BS 7430 and BS 7671.

Earthing grid systems for main power plant and electrical substation installations, including limits for ground potential rise step and touch potentials, must comply with the requirements of IEEE 80 *Guide for safety in AC sub-station grounding*.

The Supplier is responsible for the design of the earthing system and for the design co-ordination of the earthing system with the earthing of the main incoming power supply system.

The Supplier must supply all required design and also test documentation to the distribution network operator (DNO) when the installation is complete. A copy of these documents must be sent to the Environment Agency.

The earthing systems for instrumentation and control systems must be as specified in [ICA earthing](#).

Selection and installation of earthing components

Components

Earth electrodes

Earth electrodes must consist of earth rods or earth plates or tapes bonded together in a grid. Buried metallic pipes and building steel structures must not be considered as a sole means of earthing and must be bonded to earth grid.

- Earth rods must be able to be extended, being each 1.2 m long and 16 mm diameter made up of copper-clad, high tensile steel. The rods must have hardened steel tips and driving caps. The extensible rods must be threaded for screwed joints and applied with corrosion inhibiting paste at the joint. The separation distance between two adjacent installed rods must not be less than 1.25 times the length of the rod.
- Earth plates must be manufactured from 600 mm × 600 mm × 3 mm thick material and buried vertically in ground. Plates must be installed such that the top edge of the plate is a minimum of 1 m below ground and the separation distance between adjacent plates is not less than 2.5 m.
- Where earth tapes are used as earth electrode, the tapes must be bare annealed copper of minimum 20 mm × 3 mm size. They must be installed as a minimum 1 m below ground.
- The earth electrodes must be installed in soil of low resistivity, below the frost line. If necessary approved soil conditioning agents must be used. All earth electrodes must be provided with labelled earth pits. The earth pits with removable lids must be flush with finished ground level.

Earthing conductor

The earthing conductor must be sized according to the anticipated fault current. The earth electrodes must be joined in a grid by a bare copper earthing conductor of appropriate size. The sizing calculation must take into account corrosion factor for high resistivity soils.

When buried underground, the minimum cross-sectional area of earthing conductor must be:

- 2.5 mm² copper equivalent when protected against mechanical damage and corrosion;
- 16 mm² when not protected against mechanical damage;
- 25 mm² when not protected against corrosion.

All joints below ground must be made by exothermic welding.

All above ground joints at earthing pits must be made by copper clamps and phosphor bronze bolts.

All earthing cable terminations must be by lugs.

All contact surfaces to be joined must be cleaned and be free from paint.

All exposed joints and connections must be covered with a protective coating such as petroleum wax, heat-shrink sheathing, etc.

Circuit protective conductor

All exposed conductive parts of electrical equipment liable to become live under fault conditions must be connected to an earthing system by a circuit protective conductor (CPC).

The CPC must be run to and be terminated at each point in the wiring and at each accessory, apart from suspended lamp holders having no exposed conductive part. Metallic trunking and conduits must be bonded but not used as the circuit protective conductor.

The protective conductor must be selected and sized in accordance with BS 7671. All calculations must be submitted to the Environment Agency for approval.

Equipotential bonding conductor

All metallic pipes of incoming services (water, gas, heating, etc.) and all structural steelwork must be bonded to the main earthing terminal at the point of entry of these services by the main equipotential bonding conductor.

- The main protective bonding conductor must be designed in accordance with BS 7671.

Main earth bar

All system earths must be connected to a copper main earth bar mounted on an insulating stud.

The earth bar must be 50 mm × 6 mm and a minimum of 600 mm long with 10 mm diameter holes drilled at intervals of 50 mm.

The earth bar must be identified with a permanently engraved legend and label 'Safety Earth. Do Not Remove.'

ICA earthing

The ICA system must have single point earth to prevent creation of earth loops.

The ICA earth must be connected to the main earth at one point only. ICA cable shields must be earthed at one point only.

The ICA earth conductors must be insulated.

The equipment chassis, panel frames, instrument AC power supply and transformer laminations must be connected to the electrical power earth.

A separate ICA copper earth bar of 75 mm² cross-sectional area must be mounted on insulators.

The ICA earth bar must be connected to the main earth bar by 16 mm² insulated copper wire having a resistance less than 0.2 Ω.

The cable screen must remain insulated from earthed conducting surfaces throughout its length.

All equipment in field-mounted ICA enclosures must be connected to the nearest earth bar by insulated earth wire.

Diode shunt barrier devices in intrinsically safe circuits must be bolted directly to an intrinsically safe earth reference bar.

Lightning protection

General

Lightning protection must be installed and tested for all buildings and/or plant structures in accordance with BS EN 62305. All new structures must be assessed for the need for lightning protection as detailed in BS EN 62305-2 and, if required, must be provided with lightning protection.

System design

The system shall be designed in accordance with BS EN 62305. The system must be designed to appear as part of the structure.

Exposed roof conductors must be placed so as to require a minimum displacement for future repair and maintenance of roofing.

Buildings with brown roofs and handrails may utilise the handrail as an air termination network provided this is:

- assessed as being suitable;
- connected to down-conductors or the building structural steel columns.

Earthing system

The lightning protection system must have an independent earthing system that must be interconnected to the power system earth grid.

The connection between the down-conductor and earth electrode must be accessible and contained within an inspection box.

Each down-conductor must be connected to an earth electrode through a screw-type test clamp mounted at a height not exceeding 1800 mm above ground level.

The lightning protection earth grid resistance must not be more than 10 Ω when not bonded with other services.

Air terminals

Air terminals must have base supports designed for the surface on which they are used and must be securely anchored.

All exposed metal eave troughs, roof vents, guy wires, antennas and air handling equipment must be bonded to the lightning protection (LPS) system in such a way that if struck a clear path to ground through the LPS is provided. Dissimilar metal components must not be connected together except by means of an approved bimetal transition fitting.

Bonding

The LPS must be bonded to structure/building electrical ground grids wherever these are available.

Inspection, testing and commissioning

General

The electrical installation must be inspected and tested in accordance with BS 7671.

Labels and safety signs

Design and fixing

All equipment must be clearly identified by individual labels.

The labels mounted on outside of an enclosure must be manufactured from laminated plastics and engraved so as to produce black letters 3 mm in height on a white background.

Lettering, colour and layout of safety signs must comply with the relevant parts of BS 5499 and BS ISO 3864 and the [Health and Safety \(Safety Signs and Signals\) Regulations 1996](#).

Labels and safety signs must be written in English and be unambiguous, durable and legible.

Labels and safety signs must be attached using corrosion-resistant mechanical fixings. They must not be attached to covers or removable items.

Related Documents

Regulations

- [Health and Safety \(Safety Signs and Signals\) Regulations 1996](#)
 - [Equipment and Protective Systems Intended for Use in Potentially Explosive Atmospheres Regulations 2016](#)
 - [The Waste Electrical and Electronic Equipment Regulations 2006](#) (as amended)
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Code of Practice

- Guide for safety in AC sub-station grounding, IEEE 80, Institute of Electrical and Electronics Engineers, 2000.
 - Code for lighting, CIBSE, 2002.
 - Recommendations for the connection of generating plant to the distribution systems of licensed distribution network operators, Engineering Recommendation ER G59/2-1, Energy Networks Association, 2011.
 - Specification for underground armoured cable protected against solvent penetration and corrosive attack, Publication 133, 2nd edition, EEMUA, 2011.
-

BS series

- BS 67 Specification for ceiling roses
- 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 1853-2 Tubular fluorescent lamps for general lighting service. Specification for lamps used in the United Kingdom not included in BS EN 60081, BS EN 60901, BS EN 61195 and BS EN 61199
- 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 6004 Electric cables. PVC insulated and PVC sheathed cables for voltages up to and including 300/500V, 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
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BS EN series

- BS EN 40 Lighting columns
- BS EN 12464 Lighting of work places
- BS EN 13598 Plastics piping systems for non-pressure underground drainage and sewage
- BS EN 13602 Copper and copper alloys. Drawn, round copper wire for the manufacture of electrical conductors
- BS EN 17037 Daylight in buildings
- BS EN 62444 Cable glands for electrical installations
- BS EN 50085-2-1 Cable trunking systems and cable ducting systems for electrical installations. Cable trunking systems and cable ducting
- BS EN 50288 Multi-element metallic cables used in analogue and digital communication and control. Sectional specification for instrumentation and control cables
- BS EN 60061 Lamp caps and holders together with gauges for control of interchangeability and safety
- BS EN 60064 Tungsten filament lamps for domestic and similar general lighting purposes. Performance requirements
- 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 60432 Incandescent lamps. Safety specification
- BS EN 61439-3 Low-voltage switchgear and controlgear assemblies. Particular requirements for low-voltage switchgear and controlgear 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 60598 Luminaires
- BS EN 60669 Switches for household and similar fixed electrical installations
- BS EN 60702-1 Mineral insulated cables and their terminations with a rated voltage not exceeding 750V. Cables
- BS EN 60793 Optical Fibres
- BS EN 60874-1 Fibre optic interconnecting devices and passive components. Connectors for optical fibres and cables. Generic specification
- BS EN 60947-1 Low-voltage switchgear and controlgear. General rules
- BS EN 61008 Residual current operated circuit-breakers without integral overcurrent protection for households and similar uses

- BS EN 61558-2-5 Safety of transformers, reactors, power supply units and combinations thereof. Particular requirements and tests for transformer for shavers, power supply units for shavers and shaver supply units
 - BS EN 61386-1 Conduit systems for cable management. General requirements
 - BS EN 62305 Protection against lightning
 - BS EN 62444 Cable glands for electrical installations
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BS EN ISO Series

- BS ISO 3864 Graphical symbols. Safety colours and safety signs
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IEC standards

- IEC 60055 Paper insulated metal sheathed cables for rated voltages up to 18/30kV
 - IEC 60188 High-pressure mercury vapour lamps. Performance specifications
 - IEC 60227 PVC insulated cables for voltages up to and including 450/750V
 - IEC 60269 Low voltage fuses
 - IEC 60287 Electric cables. Calculation of the current rating
 - IEC 60309-2. Plugs, socket-outlets and couplers for industrial purposes.
 - IEC 60364 Low voltage electrical installations
 - IEC 60502 Power cables with extruded insulation and their accessories for rated voltages from 1kV up to 30kV
 - IEC 60529 Degree of protection provided by enclosures (IP code)
 - IEC 60793 Optical Fibres
 - IEC 60947 Low-voltage switchgear and controlgear
 - IEC 62031 LED modules for general lighting. Safety specifications
 - IEC 62560 Self-ballasted LED-lamps for general lighting services by voltage >50V. Safety specification
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Guidance note

- IET Guidance Note 1: Selection and Erection
 - IET Guidance Note 3: Inspection and Testing
 - IET Guidance Note 4: Protection Against Fire
 - IET Guidance Note 5: Protection Against Electric Shock
 - IET Guidance Note 7: Special Locations
 - IET Guidance Note 8: Earthing and Bonding
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Standard specifications

All MEICA specifications are listed in:

- [MEICA - Specification - General](#)

MEICA - Specification - Electric motors

What's this document about?

This document sets out the MEICA specification to be followed by all Environment Agency staff and suppliers when specifying electric motors. Any variation to this standard must be applied for through the [concession](#) process.

! Users must read [MEICA – Specification - General](#) prior to using MEICA any Specifications.

Who does this apply to?

This specification applies to:

- [Environment Agency Staff](#);
 - External suppliers working on MEICA projects.
-

Contact for queries and feedback

- 
 - Please give anonymous feedback for this document.
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Electric motor selection and design

Correct selection

The electric motor must be suitably sized and selected for the duty and conditions of service.

The performance, design, construction and testing of the electric motor must comply with:

- all relevant and latest British and international standards and codes of practices;
 - [statutory](#) requirements such as but not limited to the supply of machinery (safety) regulations, electromagnetic compatibility regulations and the LV directive.
-

Other requirements

Electric motors must also comply with:

- [MEICA – Specification - General](#)
- [this](#) specification;

- project datasheets;
- any other documentation issued by the Environment Agency.

Note Where such documentation imposes additional requirements to the standards listed in [Related documents](#), the requirements of the specific project documentation take preference.

Critical Assets

- Electric motors installed as part of a Critical Asset must be assessed under [OI 17 17](#) and the associated [MEICA specifications](#).
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Whole life costs

In addition to the documentation requirements in [MEICA - Specification - General](#) the following must be submitted as part of the tender:

- power output;
 - specific fuel consumption;
 - specific lube oil consumption of the electric motor.
-

Design life

The table below sets out the minimum design life of the electric motor at the rated conditions.

Equipment Type	Design Life
Single phase motors	20 years
Three phase motors	30 years

Equivalent standards

Equivalent standards issued by internationally recognised engineering institutions or organisations that are equivalent to those listed in [Related documents](#) may also be accepted subject to the approval by the Environment Agency.

Manufacturers offering equipment complying with other standards must supply duplicate copies of such standards in English together with the tender.

Service conditions and application

Standard conditions

Unless otherwise specified, the motors provided must be capable of satisfactory operation:

- at an altitude not exceeding 1,000 metres above sea level;
 - within the temperature range of -15°C to 40°C (with a maximum average in any 24-hour period of not more than 35°C); and
 - relative humidity up to 95%.
-

Special service conditions

Particular requirements to meet special service conditions in terms of temperature, altitude, degree of pollution, vibration, shocks and hazard must be complied with or special agreements made between the Environment Agency and the Supplier. For information on locations with special service conditions, see [MEICA – Specifications - Electrical Installations](#)

Electrical supply characteristics

General requirements

Unless otherwise specified, the electric motor must be suitable for operation with the specified electrical supply voltage, phases, efficiency and frequency.

Tolerance

Tolerance on the supply must be within the range of $\pm 10\%$ of the supply voltage and ± 1 Hertz (Hz) of the supply frequency.

Operation under three phase supply

The motor must be capable of operating under three phase supply imbalance, where the negative and zero phase sequence components of the voltage do not individually exceed 2% of the positive phase sequence components.

Direction of rotation of motor

When viewed from drive end and motor phases brown–black–grey are connected to the L1–L2–L3 terminals respectively, the direction of rotation of electric motor must be clockwise.

Information for the manufacturer

The manufacturer must be supplied with information in writing such as plant duty, number of starts per hour, voltage, frequency and rotational speed.

Performance requirements

Duty and rating

The electric motor must have a maximum continuous rating (rated output), based on duty type (as defined in BS EN 60034-1), equal to 110% of the maximum power input of the driven equipment.

For fixed speed motors, the duty power input must not be less than 75% of the maximum continuous rating of the motor.

The motor efficiency for all motors at the continuous rating must conform to the 'IE' efficiency class, defined within BS EN 60034-30 and motor must have maximum ranges of efficiency between half and full rated output. Regulations (EC) 640/2009 and 04/2014 require motors with an efficiency class of IE3 or above for motors rated 0.75 to 375 kW; motors with an efficiency class of IE2 can still be installed as long as they are driven by variable frequency drives.

The electric motor and all its components must be rated to withstand the maximum prospective fault current at the point of installation and an insulation class capable of withstanding voltage spiking from variable frequency drives.

Starting

The method of starting must be specified in the project specification, using [MEICA - Specification - Motor Starters](#), for details on starting methods.

Speed

Unless otherwise specified in the project specification, the output speed requirements of the electric motor must have a maximum synchronous speed of 1,500 rotations per minute, corresponding to four-pole construction at 50 Hz.

Electric motors must have a rated output speed to meet the requirements of the plant or machinery. Unless otherwise specified, this speed must be determined by the plant or machinery supplier.

Transient recovery

The motor must be capable of recovering normal operation in the event of a system disturbance causing temporary loss of supply voltage for periods of up to 0.2 seconds (fault clearance time) followed by a sudden restoration initially to 80% rated voltage. At this voltage, the motor must be capable of accelerating to ultimate recovery under the most arduous load conditions (for example, open fan vane, open pump discharge valve, speed controller in maximum speed position, etc.).

Noise levels

The noise level of the electric motor when running at rated speed and output must be considered.

The noise levels of the motor must be in accordance with BS EN 60034-9.

Vibration levels

At the rated speed and output, the maximum level of vibration of the electric motor must comply with Grade A in accordance with BS EN IEC 60034-14.

Design requirements

Insulation

The insulation of the motor windings must be to Class F of BS EN 60085 with the temperature rise limited to Class B.

Temperature rise must be measured by the resistance of the windings during full load condition, in accordance with BS EN 60034-1.

Windings must be supported, braced, wedged and blocked to provide adequate rigidity under all conditions of service.

Special attention must be given to the windings of direct-on-line started motors and the support of windings of vertical motors to prevent any permanent displacement during the service life.

The coil overhang of rotor windings must be tension banded.

The stator windings must be designed for a minimum life of 25 years of service at rated load and voltage.

High Torque (HT) motors

For HT motors, details of insulation system type tests and the manufacturing quality assurance scheme must be submitted to the Environment Agency for approval.

The motor winding insulation must withstand the voltage stress caused by switching of an oil circuit-breaker, SF₆ circuit-breaker, vacuum circuit-breaker or vacuum contactor as motor starter.

Vacuum interrupters must have a level of current chopping of 5A or less, a rate of rise of re-striking voltage up to 0.2 kV/m/s (kilovolts per metre per second) and a peak re-striking voltage of 229% of its rated line voltage.

If the motor has a graded insulation system such that different test voltages are recommended other than the standard voltage specified in BS EN 60034-1, this should be stated in the tender.

For HT motors, semi-resin mica tape and hyper-sealing tape must be used for insulation of winding overhang and jumpers. Heat shrinkable insulating material must not be used as Class F motor insulation. The winding overhang must be accessible for cleaning.

For HT motors, windings coils must be of preformed type. Stator slots must be of open type to facilitate easy insertion of replacement windings.

Laminated type magnetic slot wedges must not be used. If the manufacturer proposes to use other type of magnetic wedges, the resulting change in performance must be better as compared with non-magnetic slot wedges.

Cage type rotors

Cage type rotors must be designed to provide an adequate factor of safety against mechanical failure due to fatigue during the service life of the motor.

Special attention must be given to the design of cage rotors fitted to motors that are subject to operation at speeds in excess of rated speed and where flywheels or large inertia loads are involved.

Joints and connections

Electrical joints and connections must withstand the mechanical and thermal stresses under normal and abnormal operating conditions.

Stator end windings must be blocked and braced to provide high rigidity.

Use of vacuum impregnation

Completed windings, including connections, must be subjected to a minimum of two cycles of vacuum impregnation with solvent-free resin varnish followed by curing to:

- fill gaps between individual conductors effectively;
- enhance mechanical strength;
- provide a high resistance to moisture, oil and chemical contamination.

Where an alternative insulation process is proposed by the manufacturer, full details must be provided to the Environment Agency with the offer with test data given to verify the service life of the windings to 25 years.

Resistance to flame propagation

The winding insulation materials and cable insulation must be resistant to flame propagation.

Cables

The insulation of flexible cables connecting stator windings to terminal boxes must be of the chlorosulphonated polyethylene (CPS) or ethylene propylene rubber (EPR). Natural rubber insulated cables must not be used.

Cables must be securely fixed to the stator frame. The stator winding cable leads must be terminated with tinned copper cable lugs securely held by steel bolts supported on strong insulation material.

High voltage testing

Motors must be designed to permit high voltage tests conducted after erection on site in accordance with BS EN 60034-1.

Degree of protection for motor enclosures

The degree of protection for motor enclosures must be in accordance with BS EN IEC 60034-5. Unless otherwise specified, the following minimum degrees of enclosure protection must apply:

- all motors installed in dusty, damp or wet areas (IP55);
- all motors installed outdoor or exposed to water jet (IP56).

Guards must be used to protect fans and blades external to the enclosure against contact. The degree of protection offered by guards must comply with BS EN IEC 60034-5.

Totally enclosed motors must be provided with a suitable means for breathing and for drainage to prevent the accumulation of water.

Stator frames must be cast iron and foot- and flange-mounted as required by the contract. Aluminium frames are only permitted for 2.2 kW motors or smaller.

For submersible applications, the enclosure must be to IP68 and be capable of being continuously submersed to a depth of at least 2 m greater than the maximum immersion depth of the application.

All fans, end covers, terminal boxes, etc. must be constructed from metal. Fans must be designed to allow the motor to be run in either direction

If the motor is to be vertically mounted with a shaft-down configuration, it must be fitted with a drip-proof, top-end cowl.

Structural requirements

General

Motor dimensions and frame number must be in accordance with BS EN 50347.

Motor frames must be cast iron, fabricated from steel plate or aluminium as appropriate. Frames must incorporate substantial internal ribbing to provide high structural strength.

The shaft-end must be machined in accordance with BS 4999-141, with a tapped hole to facilitate fitting of half couplings and pulleys.

Type of mounting for standard motors must be either IM B3 (IM 1001), IM B5 (IM 3001), IM V1 (IM 3011) or IM V6 (IM 1031) in accordance with BS EN 60034-7.

End covers, end shields, external fan cowls and other external components must be of adequate strength and robustness. They must be constructed of metal and treated with a corrosion-resistant coating unless otherwise approved by the Environment Agency.

Plastic components must be designed to take into account the environmental conditions and the long-term effects of operating temperature, ageing and the thermal stability of the material. Where used for external components, the material must be resistant to flame propagation. Where plastic covers enclose live parts, the design must eliminate the risk of electrical shock to personnel during operation of the motor.

Motors for driving pump sets of the same capacity and supplied under the same contract must be interchangeable.

An acoustic enclosure must not be used unless specified. Where specified for use, acoustic chambers must be detachable and fitted with lifting bolts for easy removal. The position and the mounting of the chamber must not cause undue vibration to the motor.

The frame design of the motor must facilitate easy removal of the rotor assembly and allow motor stator winding repair/cleaning to be carried out.

The colour of the final coat of the motor must be same as that of the pump.

A motor bedplate/foundation block must be provided unless the motor is to be mounted on the soleplate of the pump. Provision must be made for fitting jacking screws to facilitate alignment of the coupling.

Vertical motors must be designed for flange mounting on a detachable motor stool and soleplate to be supplied with the motor.

Cooling

Motors must be designed for method of cooling IC411 to BS EN 60034-6. For HT motors, unless otherwise specified, motors of size 1000 kW and above must be fitted with individual outlet air ducts to BS EN 60034-6(method of cooling IC2A1), with self-circulation air as coolant.

The motor air inlet must normally be arranged to draw ventilating air directly from the surroundings.

Fans

The motor ventilating fan at the non-drive end (NDE) must be directly driven by the motor (that is, with no auxiliary power supply required).

The motor fan for outlet air must be designed such that, at the worst operating condition and rated output, the maximum operating temperature of the stator windings does not exceed the value specified for Class B insulation and the casing temperature is less than 75°C at 40°C ambient.

The fan must be designed to take into account the air resistance of the air ducting and the back pressure at the discharge outlet equivalent to a wind velocity of 10 m/s blowing directly against the exhaust air outlet grille.

The design calculation of the air ducts must be submitted for assessment.

For HT motors, a temperature detector must be installed for the motor exhaust air for high temperature alarm and trip.

Inlet and exhaust air grilles

The inlet and exhaust air grilles must be designed such that there will be no recirculation of exhaust air on individual motors or between adjacent motors.

To avoid water condensation, the exhaust air grille must be so positioned that it does not direct air on to the pump casing, its inlet or discharge pipes.

Ducts

Ducts must be fabricated with hot dip galvanised steel sheet to BS EN 10143 Grade 22 and be not less than 1.5 mm thick. The ducts must be constructed such that:

- the pressure losses due to eddies or vortices are minimised;
- no noise or vibration is created or transmitted.

Face panels must be stiffened and creased to prevent “drumming”.

All ductwork must be secured by hangers, brackets or other appropriate means of support. All mild steel components must be hot dip galvanised.

Provision must be made in the design to prevent water or condensate getting into the winding through the ventilation ducts. A flexible coupling must be provided between the motor and the ducting.

Access/maintenance openings must be provided at suitable positions to facilitate inspection and cleaning of the interior

Lubrication

Unless 'lubricated for life' bearings are included, bearings must be lubricated with grease in line with manufacturer's instructions.

Grease nipples must be located such that there is no danger from moving parts while the motor is being greased.

Bearings - general

Full details of all bearings must be given on the nameplate of the motor and on the parts list supplied as part of the service manual.

Bearings must be capable of accepting:

- the mechanical and electrical forces imposed on them by the rotor;
- the forces imposed by the motor altitude;
- external forces due to the drive method.

Bearings must be of the rolling or plain type as determined by consideration of motor rating and speed, shaft system, duty, method of drive and the type of bearing of the driven equipment. Motors rated below 40 kW must be fitted with a "sealed for life" type of bearing.

Unless otherwise specified or approved by the Environment Agency, motors rated from 40 kW up to 140 kW must be fitted with rolling type bearings.

The motor manufacturer must examine the external axial and radial load imposed from the shaft and the driven device when selecting the type of bearings to be provided for HT motors. Where damage is likely to occur to rolling bearings due to thrust load or stationary vibration, a plain type bearing must be preferred.

Variable frequency drives (VFD) can cause premature motor bearing failure due to shaft currents passing through the bearing. The motor, therefore, must be designed to prevent this occurring by the use of an alternative discharge path. Insulated bearings may be used where this is not practicable.

Motors marketed as “inverter-rated,” “inverter-duty” or “inverter-ready” models must, in addition to inverter rated windings, have bearings designed to prevent damage from shaft induced currents. Insulated bearings or insulated end shields shall be fitted to the non-drive end of these motor(s).

Where bearings are insulated from the main frame to suppress shaft circulating currents, they must be connected to earth at one point via a link. The link must be removable to permit testing of the bearing insulation.

Oil and water pipes, direct driven oil pumps and any other ancillary equipment must be insulated as necessary to maintain the integrity of the bearing insulation. The insulation must not be short-circuited by the application of electrically conducting paint.

For HT motors of 750 kW and above or where the induced shaft voltage exceeds 0.15 V, an insulated bearing arrangement must be provided.

For motors above 140 kW and inclusive, thermometer pockets must be provided on each bearing to enable insertion of a test thermometer. A resistance temperature detector (RTD) complying with BS EN 60751 Grade 2 must be provided to monitor the temperature of each motor bearing.

The RTD must be supplied with a 110 V AC powered monitoring unit and provided with independent alarm and trip volt-free contacts. The alarm and trip setting must be adjustable. The monitoring unit must be installed in the pump set instrument panel and must provide a suitable output for the temperature indication.

Where water-cooled bearings are used, a flow failure detector and associated strainer, if required, must be provided.

Suitable timers and relays must be provided to obviate any false alarm during start-up of the pump set and on flow surges.

At least two vibration detectors must be installed for HT motors of 750 kW and above to initiate alarm and tripping of pump sets when a pre-set vibration level is exceeded.

Bearings – rolling type

Rolling bearings must comply with the relevant British and international standards and the assembly must be designed to exclude the ingress of dirt and water.

Where the shaft speed exceeds that permitted by the standards, the bearings must be grease-lubricated or oil-lubricated.

The bearing assembly must be sealed to prevent leakage of the lubricant along the shaft and designed to permit the easy removal of bearings. Oil-lubricated bearings must be fitted with a breather.

Approved type thrust and guide bearings must be provided for vertical-shaft motors.

Rolling type bearings must be selected to meet the following requirements:

- the life associated with 90% reliability (L10 life) of the bearing must be not less than 50,000 hours under the most onerous conditions.
- a re-lubrication interval of preferably 8,000 hours but not less than 4,000 hours;
- a maximum outer race temperature of 80°C.

Rolling bearings of the “sealed for life” type must operate for a minimum of 18,000 running hours or a period of five years if the latter occurs sooner.

Grease-lubricated bearings must be packed with lithium-based grease at the time of assembly.

A separate grease nipple must be provided for each lubricating point. Grease nipples must be manufactured from steel. Bearings must be provided with facilities to eject surplus grease.

Oil-lubricated bearings must be provided with an oil reservoir, a breather and, if appropriate, an external make-up reservoir. The reservoir must have a filler plug and an oil level indicator. Use of oil-lubricated bearings must be approved by the Environment Agency.

Where there is a danger of vibration from other plant being transmitted to a stationary motor, provision must be made to prevent fretting damage to bearings.

! Important

It must be possible for lubrication to be carried out with the motor stationary or running, and without the need to remove guards.

Bearings – plain type

Plain bearings must:

- be self-lubricated by oil rings or discs, or alternatively, must be forced lubricated.
- be designed to exclude the ingress of dust and water;
- have provision for breathing;
- be sealed to prevent leakage of oil;
- be fitted with an accessible drain plug;
- have provision to permit the cleaning of the oil sump;
- have a transparent window or other approved facility for observing the oil feed.

The two bearing shell parts must have white metal linings and be self-aligning. The two bearing shells must be located to each other by dowels.

The temperature of the oil leaving the bearing must not exceed 70°C. Bearings must incorporate thermometer pockets or must be fitted with a dial type thermometer as specified. Dial type thermometers must incorporate two sets of adjustable contacts for alarm and motor trip initiation. The contacts must be wired to a terminal box.

The oil rings or discs of self-lubricating bearings must run in an oil bath. Bearings must have provision for filling and a clearly visible oil level indicator. The oil level indicator may be fitted externally to the bearing.

Forced lubricated bearings must be supplied from a self-priming oil pump driven from the main shaft system or from a separate pump.

An oil flow indicator must be provided for each bearing together with oil cooler, oil tank filter valves and all interconnecting pipework. Unless otherwise specified, the oil feed system must be fitted with a pressure gauge and flow switch. The pressure gauge must incorporate two sets of adjustable contacts for alarm and motor trip initiation. The contacts must be wired to a terminal box.

Balancing

Rotors must be dynamically balanced with full key. The rotor of a motor fitted with an external fan must be initially balanced without the fan and then with the previously statically balanced fan fitted. Any additional weights must be fitted to the fan balance rings.

For HT motors, means and access for fixing balancing weights in situ must be provided at both ends of the rotor without the need to dismantle the motor for balancing on-site.

External corrosion protection

If specified, the motor must be provided with a paint finish suitable for corrosion protection in a polluted/aggressive environment. Details of the paint finish must be provided with the tender.

The paint finish must be compatible with the environment to which the motors will be subjected. The finish must consist of an anti-corrosion primer/undercoat with a two-part, heavy-duty epoxy resin paint or such other paint finish determined by the application and as detailed in the project specification for corrosion protection.

Additional requirements for submersible motors

In addition to the requirements above, submersible motors must comply with the following additional requirements:

- the maximum synchronous speed of the motors must be 1500 rpm;
- the water temperature range operating condition must be 2–15°C

The motor must be suitable for two starts in succession followed by a cooling period of 30 minutes before attempting another starting sequence.

For motors rated 40 kW and above, the motor must also be capable of at least four starts per hour, equally spaced, during normal operating conditions.

For motors rated below 40kW, the motor must be capable of at least 15 starts per hour equally spaced, during normal running conditions.

The motor power output must be not less than 120% of the maximum power absorbed by the driven unit (for example, a pump set operates at any point between the specified duty points under the most arduous operating conditions).

Submersible motors must be supplied complete with submersible power and control cables, factory terminated to the motor terminals with an approved weatherproof termination. The length of the power supply and control must be specified to ensure it is suitable for the application and which allow a sufficient length of cable for glanding the cables in a junction box and termination. The voltage drop on cable at full load must not be greater than 2%.

The power supply cable must be:

- waterproof;
- flexible;
- resistant to abrasion and impact;
- of adequate current rating;
- complete with an integral earth continuity conductor.

The earth continuity conductor must have the same current carrying capacity as the line conductors and terminate at an earthing terminal inside the casing.

Cable cores must be identified by colour codes or lettering. The cable must be synthetic rubber insulated and oversheathed, and have a voltage rating suitable for the motor rated voltage with a maximum conductor temperature of 85°C.

The cables and termination at the motor end must be suitable for continuous operation under water and must have the same degree of protection as for the motor. The other end of the cables must be suitably sealed to keep out of moisture.

Terminal boxes must be factory sealed and rated for continuous submersion.

Submersible motors must be closely-coupled to the pump to form an integral unit. Such enclosures must be corrosion resistant water-tight housing, rated for continuous submergence. Enclosures for submersible motors must include a suitable oil seal between pump and motor.

Additional requirements for submersible motors (continued)

Submersible motors of 30 kW and above must be provided with a set of positive temperature coefficient (PTC) type thermistors to monitor the temperature of the stator winding and to afford protection against over-heating on load and stalling as detailed in BS EN 60034-11. The thermistors must be set to operate at the appropriate temperature subject to the insulation class of the motor. Cable chamber leakage sensors must also be provided.

For motors rated at 3.5–70 kW, a winding embedded thermostat switch must be used. Cable chamber leakage sensors must also be provided. A simplified monitoring unit with a dry contact for each functional protection must be provided.

The degree of protection for the submersible motor must be rated at IP 68 to BS EN IEC 60034-5 for continuous submersion in water. The motor must be provided with lifting facilities for easy handling during erection or maintenance.

A water-sealing type motor must have self-circulation cooling to BS EN 60034-6, characteristic code IC 4WI WO (that is, motor cooled by water in an internal closed circuit and immersed in water externally).

A dry-type motor must have self-circulation cooling to BS EN 60034-6, characteristic code IC 4AI WO (that is, motor cooled by air in an internal closed circuit and immersed in water externally).

Motor bearings must be of a rolling type and in metric sizes.

Approved type thrust and guide bearings must be provided for vertical-shaft motors.

The life of bearing must be not less than 50,000 hours under the most onerous conditions.

Anti-condensation heaters

Anti-condensation heaters must be fitted to all motors located outside. Heaters are not required in motors with totally encapsulated winding. The additional requirement for anti-condensation heaters must be detailed in the project specification.

The rating per unit length of the heaters must be such that the surface temperature at the motor casing at any point must be several degrees above the dew point temperature. The heater voltage must be 230 V AC, single phase, 50 Hz, unless otherwise specified.

Heaters must be designed to provide even heating to the motor windings with due consideration given to energy efficiency schemes such as on/off cycling of motor heaters.

Heaters must be connected to an insulated terminal strip within a dedicated terminal box by means of flexible butyl rubber insulated leads. The terminal box cover must be fitted with a warning label advising of the need to isolate the supply before removing. A separate totally enclosed (IP 55) terminal box must be provided for motors above 16 kW for the anti-condensation heaters.

Motor winding temperature detectors

For motors driven by a variable frequency drive (VFD) or rated at 30 kW or above or where called for in the project specification, the motor windings must be protected by means of a set of three thermistors selected for the class of insulation of the motor. The thermistor wiring must be terminated properly in the main connection box, but segregated from the main connections and labelled 'thermistor protection'.

The thermistors must be selected so as to ensure tripping of the motor control equipment at a temperature appropriate to the insulation class of the motor (typically 155–160°C for class F insulation).

When specified, a second set of three thermistors must be provided to give an alarm in the event of rising temperatures in the motor windings. This set of thermistors must operate at a temperature 10°C below the insulation temperature rating of the motor. The alarm wiring, when specified, must be terminated in the main connection box, segregated from the main connections and labelled 'thermistor alarms'.

Submersible pump motors must be fitted with seal leakage and moisture protection devices.

Monitoring bearing temperature

When indicated, temperature detectors (either RTD or thermocouple) must be provided to measure the bearing temperature.

Care must be taken to ensure the temperature-measuring element does not violate the integrity of bearing insulation.

Temperature detectors must be wired to a separate terminal box on the motor frame.

Hazardous area requirements

All equipment selected for use in a hazardous area must have undergone an appropriate conformity assessment procedure (CAP) to demonstrate compliance with the essential health and safety requirements of EC Directive 2014/34/EU (A TEX) as enacted in the UK by:

[The Equipment and Protective Systems Intended for Use in Potentially Explosive Atmospheres Regulations 2016](#)

The type of motor protection, gas group (if applicable) and temperature classification must be appropriate to the hazardous area classification, gas group (if applicable) and temperature class specified, and must be as specified.

The motor construction, testing and marking must comply with BS EN IEC 60079 as modified by the specific British and/or harmonised European standard(s) relating to the chosen type of motor protection.

All relevant hazardous area certification must be provided with the tender, including where appropriate, certification relating to operation with inverters.

Motor windings and wiring

Insulation

High temperature insulation must be provided on all wiring where contact with heated parts of the motor is anticipated.

Length allowance

An allowance must be made on the length of each wire at the point of connection to the terminal to permit the cutting off and re-marking of the wire terminations without disturbing the main run of the wiring.

Long cables between the motor and the drive should be avoided, where practicable, to mitigate capacitive cable charging currents.

Colour of wires

Wires must be coloured:

- brown for AC connections;
 - grey for DC connections;
 - green and yellow for earth connections.
-

Ferrules

Ferrules must be fitted for each wire core such that they would not be detached unintentionally when the wire is removed from the terminal.

Terminations

Terminal boxes

Terminal boxes must be provided and have sufficient internal space for connecting cables as specified.

Terminal boxes must be metallic and be able to accommodate alternative cable connection positions.

Terminal markings and direction of rotation must be in accordance with BS EN 60034-8.

The terminal assembly must comprise anti-tracking mountings with non-ferrous, stud-type connectors and electroplated/tinned connection hardware. Electrical creepage and clearance details must comply with BS 4999-145.

External to the terminal box, an earthing clamp or bolt of adequate dimensions must be provided for connection of cable earthing.

Terminal boxes must be threaded for cable entry. Separate entries must be provided for motor heater and thermistor cables (20 mm diameter minimum).

Connections must be secured against loosening and be such that contact pressure is maintained over the life of the motor.

Earthing

Bonding

The terminal box and gland plate (where provided) must be bonded to the motor frame.

Nameplate

Material location

Rating plate information, as detailed in BS EN 60034-1 or equivalent, must be embossed on a metallic, corrosion-resistant rating plate fixed to the motor casing.

Information to be provided

The motor must carry a plate clearly marked with:

- manufacturer's name;
- date of manufacture
- weight
- serial number;
- output in kW;
- voltage;
- frequency;
- current;
- speed;
- insulation class;
- relevant British standards;

- full bearing details.

The motor serial number must be stamped with metal dies on the driving-end shaft face of the motor in addition to being stamped on the stator.

Other labels

Labels other than danger and warning labels must be engraved 'Traffolyte' laminate or equivalent, with black letters on a white background.

Testing, inspection and certification

General

Before leaving the manufacturer's works, each motor must be inspected and tested, and results must be recorded in test reports.

Motors offered for final inspection must be complete and ready for shipment, with possible exception of final paint finish.

Tests must be carried out in accordance with any testing and commissioning and referenced external standards.

Manufacturers must state in the tender if normal test arrangements are not adequate or if they are not capable of carrying out specified tests.

Performance test

A performance test must be made on at least one motor of each group of identical motors being supplied.

The performance test must include but not be limited to the following tests and measurements:

- winding resistance (cold);
- full load heat run;
- winding resistance (hot);
- calculated winding temperature rise;
- bearing temperature rise;
- direction of rotation and phase sequence;
- slip at full load;
- efficiency at full, three-quarters and half load;
- power factor at full, three-quarters and half load;
- measurement to allow calculation of pull-out torque;

- momentary overload capability;
 - locked rotor torque and current at the rated voltage of the motor or as near to it as the test plant allow (if rated voltage cannot be achieved, the method of extrapolation used to obtain the full voltage values must be detailed);
 - no-load current;
 - no-load losses;
 - vibration severity;
 - insulation resistance test on:
 - motor windings before heat run and after heat run and dielectric test
 - heater(s);
 - built-in temperature detectors;
 - bearing insulation;
 - shaft voltage at no-load;
 - noise test;
 - measurement to allow calculation of starting (run-up) torque characteristic;
 - inspection (at full load) of bearings and mechanical operation of the motor;
 - physical inspection for compliance with this specification
-

Routine test

A routine test must be carried out on every motor not subjected to a performance test.

The manufacturer must certify that each motor is identical to one that was subjected to performance or type test.

The routine test must comprise but not be limited to the following:

- winding resistance (cold);
 - direction of rotation and phase sequence checks;
 - no-load current;
 - no-load losses;
 - vibration severity;
 - insulation resistance test on motor windings, heaters, built-in temperature detectors and bearing insulation;
 - inspection (at no-load) of bearings and mechanical operation of the motor;
 - physical inspection for compliance with this specification
-

Type tests and measurements

A manufacturer's type test is acceptable for:

- winding temperature rise measurements on identical motors;
- locked rotor current and torque tests on identical motors;

- heat run (temperature rise) tests (conducted with the motor operating at rated voltage, load and speed).

Testing of motors for special duties or equipped with special protection equipment must be detailed in the project specification or agreed between the Supplier and the Environment Agency.

Vibration measurement tests must be conducted with the motor operating at its rated voltage and speed and mounted in a manner reasonably representative of site mounting conditions.

Lifting

All lifting accessories/equipment necessary for the motor must be provided to comply with [The Lifting Operations and Lifting Equipment Regulations 1998](#) (LOLER).

If the motor weighs over 25 kg, it must be fitted with eye-bolts, lugs or extension pieces for hoisting. Eye-bolts must be of the shouldered pattern and must be properly fitted to pull down securely onto the shoulder.

The complete motor must be capable of being dismantled or reassembled by the use of one electric overhead crane. Parts above 25 kg must be provided with facilities for lifting and handling during erection and overhaul. Details of the arrangements must be included in the instruction manual

Technical submissions

General

In addition to the requirements in [MEICA - Specification - General](#), the following must be supplied for all electric motors:

- [test reports](#);
- [coil quality and inter-turn tests](#);
- [winding data](#).

Technical literature

As a minimum, the following technical literature including all system/motor calculation requirements must be provided for review on award of contract:

- rated output (kW) and duty type;
- nominal line voltage (Volts);
- nominal frequency (Hz);
- speed at full load (rpm);
- temperature rise at full load;
- direction of rotation;
- manufacturer's type designation;

- applicable national or international standards;
 - connection;
 - rated current (Amperes);
 - efficiency and power factor at full, three-quarters and half load;
 - locked rotor current – as per-unit (p.u.) of full load current;
 - speed/torque characteristic at 100 and 80% of rated voltage;
 - moment of inertia of motor rotating parts (kilogram square metre);
 - bearing details;
 - terminal box type mounting arrangement and cable gland details;
 - type of drain device fitted, or description of how freedom from effects of condensation is assured;
 - dimensional drawings – including shaft details;
 - date when certified drawings will be provided;
 - coupling or pulley details (where supplied);
 - installed weight (kg);
 - sound pressure level at no-load;
 - noise generation characteristic across eight octave bands expressed as a sound pressure level measured at 1-metre reference radius when the motor is running at full load;
 - parts made of non-ferrous or non-metallic materials (excluding electrical conductors and insulation);
 - type of protection, apparatus group or sub-group and temperature classification for motors in hazardous areas;
 - copy of certificate from certifying authority for motors in hazardous areas;
 - confirmation of suitability for switching device specified;
 - estimated run-up time of motor at rated voltage – uncoupled and coupled to intended load;
 - details and characteristics of built-in temperature detectors (if applicable);
 - per-unit values of residual voltage in phase opposition against which the motor can be re-connected immediately after supply disconnection
-

Test reports

The manufacturer must provide test reports giving the results of tests carried out on the motors supplied. These reports must include the manufacturer's type tests and routine/production tests.

Coil quality and interturn tests

Copies of test certificates covering coil quality assurance procedures and coil interturn tests must be sent to the Environment Agency by the manufacturer at appropriate stages of tender and manufacture.

Winding data

Subsequent to the order and prior to despatch from the manufacturer's works, full winding details must be sent to the Environment Agency by the manufacturer.

Delivery and storage

General

In addition to the requirements in [MEICA - Specification - General](#), electric motors must be supplied with:

- [rotor locking device](#);
 - [slings and spreaders](#).
-

Rotor locking device

A rotor locking device must be fitted in the motor prior to shipment to protect the bearings against damage during transport. The device must be of robust design and be reusable for future maintenance.

Slings and spreaders

Any necessary slings and spreaders for transport of the motor and its components must be supplied.

Related Documents

Regulations

- [EC Directive 2006/66/EC on batteries and accumulators containing certain dangerous substances](#)
 - [The Waste Electrical and Electronic Equipment Regulations 2006](#) (as amended)
-

Codes of practice

- [Guidance note INDG139 Using electric storage batteries safely](#), HSE, 2006.
 - MCS publication; Guide to the Installation of Photovoltaic Systems
-

BS Series

- BS 4999: General requirements for rotating electrical machines.
 - BS 6290-2: Lead–acid stationary cells and batteries. Specification for the high-performance Plant positive type
 - BS 7671: Requirements for electrical installations. IET Wiring Regulations
-

BS EN series

- BS EN 10143: Continuously hot-dip coated steel sheet and strip
 - BS EN 50347: General purpose three-phase induction motors having standard dimensions and outputs. Frame numbers 56 to 315 and flange numbers 65 to 740
 - BS EN 60034: Rotating electrical machines. Rating and performance
 - BS EN 60085: Electrical insulation. Thermal evaluation and designation
 - BS EN 60622: Secondary cells and batteries containing alkaline or other non-acid electrolytes. Sealed nickel-cadmium prismatic rechargeable single cells
 - BS EN 60623: Secondary cells and batteries containing alkaline or other non-acid electrolytes. Vented nickel-cadmium prismatic rechargeable single cells
 - BS EN 60751 Industrial platinum resistance thermometers and platinum temperature sensors
 - BS EN 60896-11: Stationary lead-acid batteries. General requirements and methods of tests. Vented types.
 - BS EN 60896-21: Stationary lead-acid batteries. Valve regulated types. Methods of tests
 - BS EN 60896-22: Stationary lead-acid batteries. Valve regulated types. Requirements
 - BS EN 61400-2 Wind turbines. Design requirements
 - BS EN 61400-2 Wind turbines. Design requirements for small wind turbines
-

BS ISO Series

- BS ISO 7010: Graphical symbols. Safety colours and safety signs. Registered safety signs
-

BS EN IEC Series

- BS EN IEC 60034-5 Rotating electrical machines. Degrees of protection provided by the integral design of rotating electrical machines (IP code). Classification
 - BS EN IEC 60079 Explosive atmospheres
 - BS EN IEC 60034-14 Rotating electrical machines. Mechanical vibration of certain machines with shaft heights 56 mm and higher. Measurement, evaluation and limits of vibration severity
-

Standard specifications

All MEICA Specifications are listed in:

[MEICA - Specification - General](#)

MEICA - Specification - Pump starters

What's this document about?

This document sets out the MEICA specification to be followed by all Environment Agency staff and Suppliers when specifying pump starters. Any variation to this standard must be applied for through the [concession](#) process.

! Users must read [MEICA – Specification - General](#) prior to using MEICA any Specifications.

Who does this apply to?

This specification applies to:

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

Contact for queries and feedback

- 
 - Please give anonymous feedback for this document.
-

Starter selection and design

Correct selection for pumping equipment

Pumping can be defined in one of the two following categories:

- quadratic torque load (QTL) – a typical QTL is a submersible pump, an axial flow pump or a canister pump;
- high breakaway/constant torque load (HB/CTL) – a typical HB/CTL is a helical screw pump.

The difference in initial loading for these different types of pump puts different strains on the electrical supply and other components.

! Important you must:

- start these types of loads while minimising:
 - inrush currents
 - voltage dips
 - wear and tear;
- use starting methods that lead to better efficiencies.

Other requirements

Starter installations must also comply with:

- [MEICA - Specification - General](#);
- this specification;
- project datasheets;
- any other documentation issued by the Environment Agency.

Note: Where such documentation imposes additional requirements to the standards listed in [Related documents](#), the requirements of the specific project documentation take preference.

Design life

The table below sets out the minimum design life, of the pump starters at the rated conditions.

Equipment Type	Design Life
Low voltage (LV) pump starters (up to 1000 volts (V))	25 years
High voltage (HV) pump starters (up to 11 kilovolts (kV))	25 years

System risks

The ability of a pumping station to perform on demand may be compromised without a reliable and stable power supply. Incorrect starter choice will:

- lead to excess strain on power supply transformers;
 - cause network fluctuations;
 - cause mechanical and electrical damage due to excessive current draw while the motor and load are ramping to base load torque;
 - cause mechanical damage due to heavy load cycling and load shocking
-

Effective selection of pump starter types

The benefits of effective selection of pump starter types are:

- Reliable pumping equipment will perform to required standards while limiting ongoing expenditure;
 - Appropriate selection of new technology can reduce the environmental impact of pumping and save money.
-

Key factors in starter selection

Starting an induction motor that is driving large water pumps associated with an Environment Agency asset is a dynamic process.

Choosing an incorrect starting mechanism can:

- reduce system life;
 - Compromise the electrical system;
 - increase required maintenance activity and its associated costs.
-

Efficient operation of pumping equipment

Correct selection of equipment allows pumps to run more efficiently.

Note: From 1st of January 2017 only motors in the power range from 7.5 to 375 kW complying with Energy Efficiency Class IE3 will be permitted for line operation in the European Economic Area from that date, IE2 rated motor are still acceptable if used in line with a variable frequency drive (VFD). If there are exceptions to this requirement; these must be assessed.

Starting and running 'quadratic torque loads' using variable inverter drives can, if set up correctly, yield large reductions in running costs. Incorrect choice of available technology can prove non-viable.

Note: Changing fit-for-purpose starting mechanisms that are working correctly to voltage-limiting starting equipment for energy saving reasons is not recommended, as voltage reductions are only present momentarily during the starting process. The cost of purchase and installation outweigh any savings that would be achieved.

Starting methods

The starting process

Regardless of the load the motor is driving, the starting mechanism must:

- assist the motor in accelerating itself and its load to full speed;
- maintain the load at full speed over a full range of loadings.

To address these issues, different methods of starting motors have been developed in order to mitigate damaging effects:

- direct on line (DOL);
- automatic star delta (ASD);
- automatic transformer (AT);
- rotor resistance (RR);
- electronic soft start (ESS);
- variable frequency drive (VFD).

For information on electric motors, see [MEICA - Specification - Electric Motors](#).

Variable frequency drive (VFD)

VFDs must be of the following type:

- 6-pulse voltage source using pulse-width modulation (PWM) or other equivalent technology; or
- 12-pulse voltage source using PWM or other equivalent technology.

The controller assembly must incorporate on-board protection, control and monitoring features that include the following as a minimum:

- overload;
- current limit;
- overvoltage;
- speed control;
- speed indication.

A dedicated keypad with display must be provided on the exterior of the compartment door.

Indicator lamps, discrete switches and push buttons must be provided as detailed for [motor starters](#) as well as the functions on the keypad. This keypad must provide indications of the following:

- drive available;
- output frequency (Hz) or speed (rpm or percentage);
- motor current;
- drive failed (plus code or text to define nature of failure).

The keypad must permit the following control functions:

- selection of 'auto' or 'manual' (local) control – with the drive running in 'auto' it must be possible for the operator to select 'manual', whereupon the drive must commence a sequence shutdown unless a start command is given;
- starting and stopping of the drive under manual control;
- adjustment of the output frequency under manual control;
- reset of faults.

If thermistor motor over-temperature protection is provided, this may be integrated with the VFD controls.

Harmonic current and voltage distortion introduced onto the electricity supply at the point of common coupling must comply with Electricity Council Engineering Recommendation G5/4.

Motor starter general

Starting methods for 3 phase motors must be selected from the following:

- up to 7.5 kW direct on line (or larger to a maximum of 15 kW, supply capacity and voltage drop permitting – to be agreed with the Environment Agency);
- above 5 kW assisted start
- above 30 kW electronic assisted/soft start or star delta.
- [Variable frequency drives](#).

Unless specified, motor starters must be suitable for uninterrupted duty.

Motor starters must be fixed or withdrawable pattern as specified.

Motor starter operating and control circuits must be 110 V AC.

Motor starter isolation

Motor starters must:

- be combination-type as defined in and complying with appropriate parts of BS EN 60947;
- comprise combinations of fused switch connector/contactors or circuit breaker/contactors as specified.

The utilisation category must be selected to suit the application of the motor starter, but must be not less than AC-3.

Motor starter protection

Motor starters must have Type 2 short-circuit co-ordination. The protective device, contactor and overload-relay combination must have undergone and passed all the tests specified for full Type 2 co-ordination.

Overload protection must be provided on motors as follows:

- Up to and including 30 kW, thermal overloads
- Above 30 kW and up to and including 110 kW, electronic overloads;
- Above 110 kW, digital overloads; and/or
- Soft start and soft start/soft stop motor starts, on board protection.

Contactor auxiliary switches must comply with the Class 1 requirements of appropriate parts of BS EN 60947. They must be readily accessible and enclosed in

a transparent plastic cover. A minimum of four spare auxiliary switches (two normally open and two normally closed) must be provided.

! Important All starters must be provided with an emergency stop circuit utilising twist to release push buttons which **must not** initiate restart of the machine when released.

Motor starter functionality

Details of functionality to be included in this section, this should include the minimum as a following:

- Automatic control
 - Manual control
 - Back up Control
 - Hand/off/auto
 - Local/remote/scada
 - etc
-

Push buttons / interface

For information on Push buttons, selector switches, lamp indicators, human-machine interface (HMI), ammeters, multifunction meters and relays, see [MEICA- Specification - Switchboards](#).

Conventional / intelligent starters

Details required for specifying conventional and intelligent starters can be found in [MEICA- Specification - Switchboards](#), (Intelligent MCC).

Motor starter circuitry

For details on circuitry required by motor starters, see [MEICA - Specification - Switchboards](#).

Starter guidance tables

Guidance available

Guidance is given below on:

- motor nameplate data requirements;
 - maintenance requirements for the different types of starter;
 - electro-mechanical starting characteristics of the different types of starter;
-

Motor nameplate data

Information on the motor driving the pumping load will be found on the motor nameplate. Appreciation of this data is essential when matching a motor and its load to a starting mechanism.

The National Electrical Manufacturers' Association (NEMA) specifies that every motor nameplate must show:

- manufacturer's name;
- rated volts/full load amps;
- rated frequency/number of phases;
- rated full load speed;
- rated temperature rise or insulation system class;
- time rating;
- rated horsepower;
- rated kilo watts;
- power factor;
- locked rotor indicating code letter;
- service factor;
- efficiency;
- weight;
- frame size; and
- design code.

Additional information will also appear on nameplates.

[Detailed information on nameplate data](#)

How much maintenance is necessary?

All starters require maintenance. The table below provides a guide as to how much is required.

Per starter	DOL	ASD	AT	RR	ESS	VFD
Level (1 = low; 3 = medium; 5 = high)	1	3	3	5	1	2
Maintenance (hours per year)	2	3	3	6	1	1
Estimated lifetime (years)	25	25	25	25	15	15

Electro-mechanical starting characteristics

The table summarises problems that must be considered in design.

Starter type	DOL	ASD	AT	RR	ESS	VFD
Voltage dip	High	High during switch over from star to delta	Low	Low	Low	Low
Voltage and current harmonics	Low	Low	Low	Low	Moderate	High
Power factor	Low	Low	Low	Moderate	Low	High
No. of starts	Restricted	2–3 times more than DOL	3–4 times more than DOL	2–3 times more than DOL	Limited	High
Available torque	~2.5 x residual torque (RT)	0.2–0.5 RT	~0.5 RT	2 RT	0.5 RT	1.5–2 RT
Thermal stress	Very high	High	Moderate	Moderate	Moderate	Low
Mechanical shock	High	Moderate	Moderate	Low	Moderate	Low

Related documents

Regulations

- Directive 2014/30/EC of the European Parliament and of the Council of 26 February 2014 on the approximation of the laws of the Member States relating to electromagnetic compatibility and repealing Directive 2004/108/EC.
-

Guidance

- Limits of harmonic distortion, Engineering Recommendation G5/4, Electricity Council, 2001.
-

Standard specifications

All MEICA Specifications are listed in:

- [MEICA - Specification - General](#)
-

Schedule 3 (Charges)

1. Definitions

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

"Anticipated Contract Life Profit Margin" the anticipated Supplier Profit Margin over the Contract Period;

"Maximum Permitted Profit Margin" means the Anticipated Contract Life Profit Margin for purchase cost plus 5%;

2. How Charges are calculated

- 2.1 The Charges:

2.1.1 shall be calculated in accordance with the terms of this Schedule;

2.1.2 cannot be increased except as specifically permitted by this Schedule and in particular shall only be subject to Indexation where specifically stated in the Award Form; and

- 2.2 Any variation to the Charges payable under a Contract must be agreed between the Supplier and the Buyer and implemented using the procedure set out in this Schedule.

3. The pricing mechanisms

The pricing mechanisms and prices set out in Annex 1 shall be available for use in calculation of Charges in this Contract.

4. Are costs and expenses included in the Charges

- 4.1 the Charges shall include all costs and expenses relating to the provision of Deliverables. No further amounts shall be payable in respect of matters such as:

4.1.1 incidental expenses such as travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications charges; or

4.1.2 costs incurred prior to the commencement of this Contract.

5. When the Supplier can ask to change the Charges

- 5.1 The Charges will be fixed for the first **2** years following the Start Date (the date of expiry of such period is a **"Review Date"**). After this Charges can only be adjusted on each following bi-yearly anniversary (the date of each such anniversary is also a **"Review Date"**).

- 5.2 The Supplier shall give the Buyer at least three (3) Months' notice in writing prior to a Review Date where it wants to request an increase. If the Supplier does not give notice in time then it will only be able to request an increase prior to the next Review Date.
- 5.3 Any notice requesting an increase shall include:
- 5.3.1 a list of the Charges to be reviewed;
 - 5.3.2 for each of the Charges under review, written evidence of the justification for the requested increase including:
 - (a) a breakdown of the profit and cost components that comprise the relevant part of the Charges;
 - (b) details of the movement in the different identified cost components of the relevant Charge;
 - (c) reasons for the movement in the different identified cost components of the relevant Charge;
 - (d) evidence that the Supplier has attempted to mitigate against the increase in the relevant cost components; and
 - (e) evidence that the Supplier's profit component of the relevant Charge is no greater than that applying to Charges using the same pricing mechanism as at the Effective Date.
 - (f) Any paid invoices from subcontractors evidencing price increases throughout the supply chain.
- 5.4 The Buyer shall consider each request for a price increase. The Buyer may grant Approval to an increase at its sole discretion.
- 5.5 Any Approval granted by the Buyer pursuant to Paragraph 5.3.2(a) shall be on the condition that the change to the Charges will not result in the Supplier Profit Margin exceeding the Maximum Permitted Profit Margin.
- 5.6 Where the Buyer approves an increase then it will be implemented from the first (1st) Working Day following the relevant Review Date or such later date as the Buyer may determine at its sole discretion and Annex 1 shall be updated accordingly.

6. Other events that allow the Supplier to change the Charges

- 6.1 The Charges can also be varied (and Annex 1 will be updated accordingly) due to:
- 6.1.1 a Specific Change in Law in accordance with Clauses 28.6 to 28.8;
 - 6.1.2 a benchmarking review in accordance with Schedule 12 (Benchmarking);
 - 6.1.3 a request from the Supplier, which it can make at any time, to decrease the Charges;

- 6.1.4 indexation, where Annex 1 states that a particular Charge or any component is “subject to Indexation” in which event Paragraph 7 below shall apply; and
- 6.1.5 verification of the Allowable Assumptions in accordance with Paragraph 9.

7. When the Charges are linked to inflation

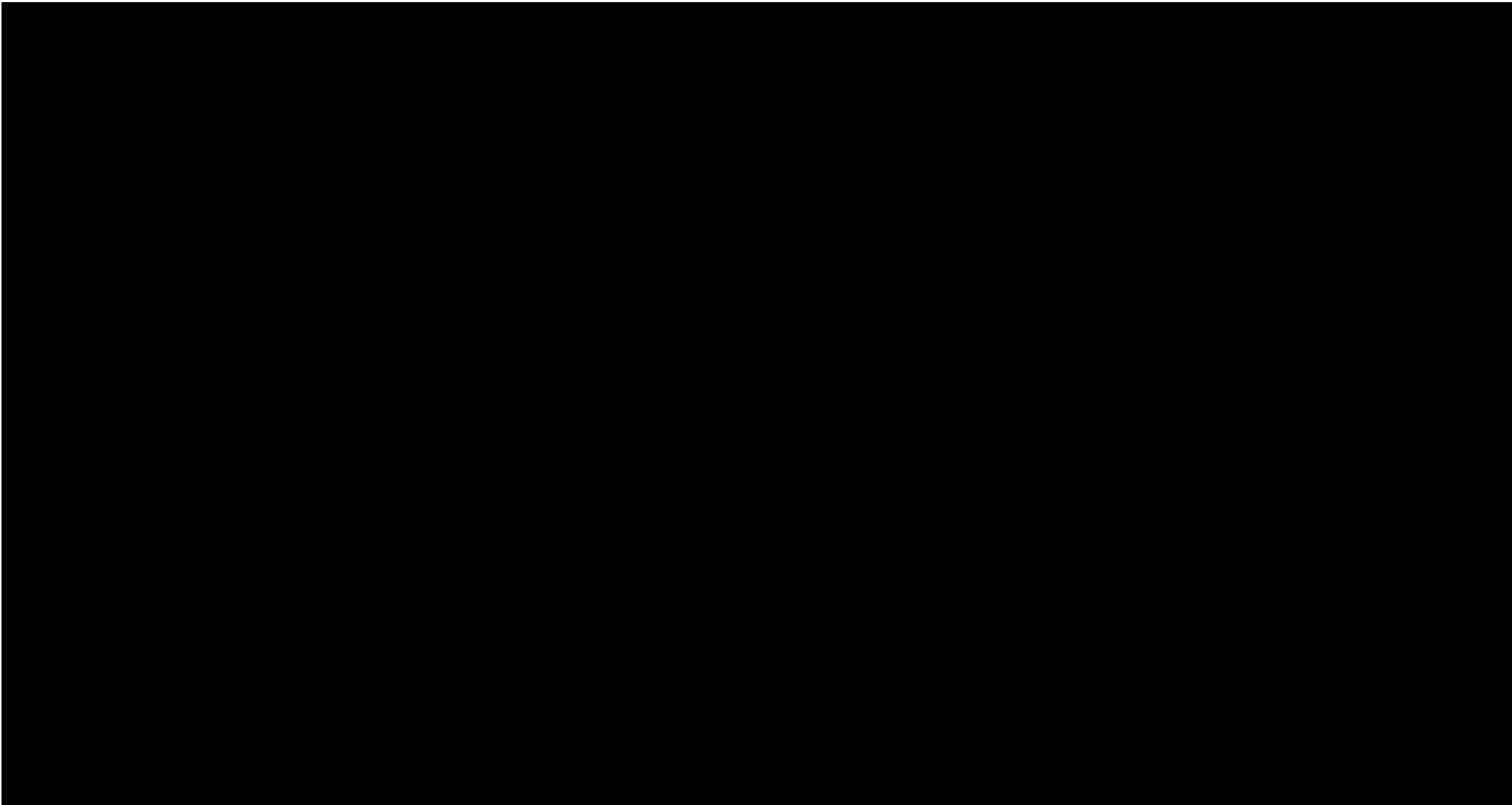
- 7.1 Where the Charges are stated to be "subject to Indexation" they shall be adjusted in line with changes in the indexation noted in section 9 of this document and published by the Office of National Statistics or other reputable source (the “**Index**”) pursuant to Paragraph 7.4. All other costs, expenses, fees and charges shall not be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier.
- 7.2 The following costs, expenses, fees or charges included in the Charges shall not be subject to adjustment under this Paragraph 7 and shall not be included in the relevant amount or sum for the purposes of Paragraph 7.1:
 - 7.2.1 Any costs charged by the Supplier to the Buyer in respect of Supplier Assets or Buyer Assets (including capital costs and installation, maintenance and support costs) which are incurred by the Supplier prior to the relevant adjustment date but which remain to be recovered through the Charges.
- 7.3 Charges shall not be indexed during the first **2** years following the Start Date (the “**Non-Indexation Period**”).
- 7.4 Where Annex 1 states a Charge is subject to Indexation then it will be indexed on the date which is one year after the end of the Non-Indexation Period to reflect the percentage change in the Index during the one year period immediately following the end of the Non-Indexation Period. Subsequent adjustments shall take place on each following bi-yearly anniversary to reflect the percentage change in the Index since the previous change.
- 7.5 Where the Index:
 - 7.5.1 used to carry out an indexation calculation is updated (for example due to it being provisional) then the indexation calculation shall also be updated unless the Buyer and the Supplier agree otherwise; or
 - 7.5.2 is no longer published, the Buyer and the Supplier shall agree an appropriate replacement index which shall cover to the maximum extent possible the same economic activities as the original index.

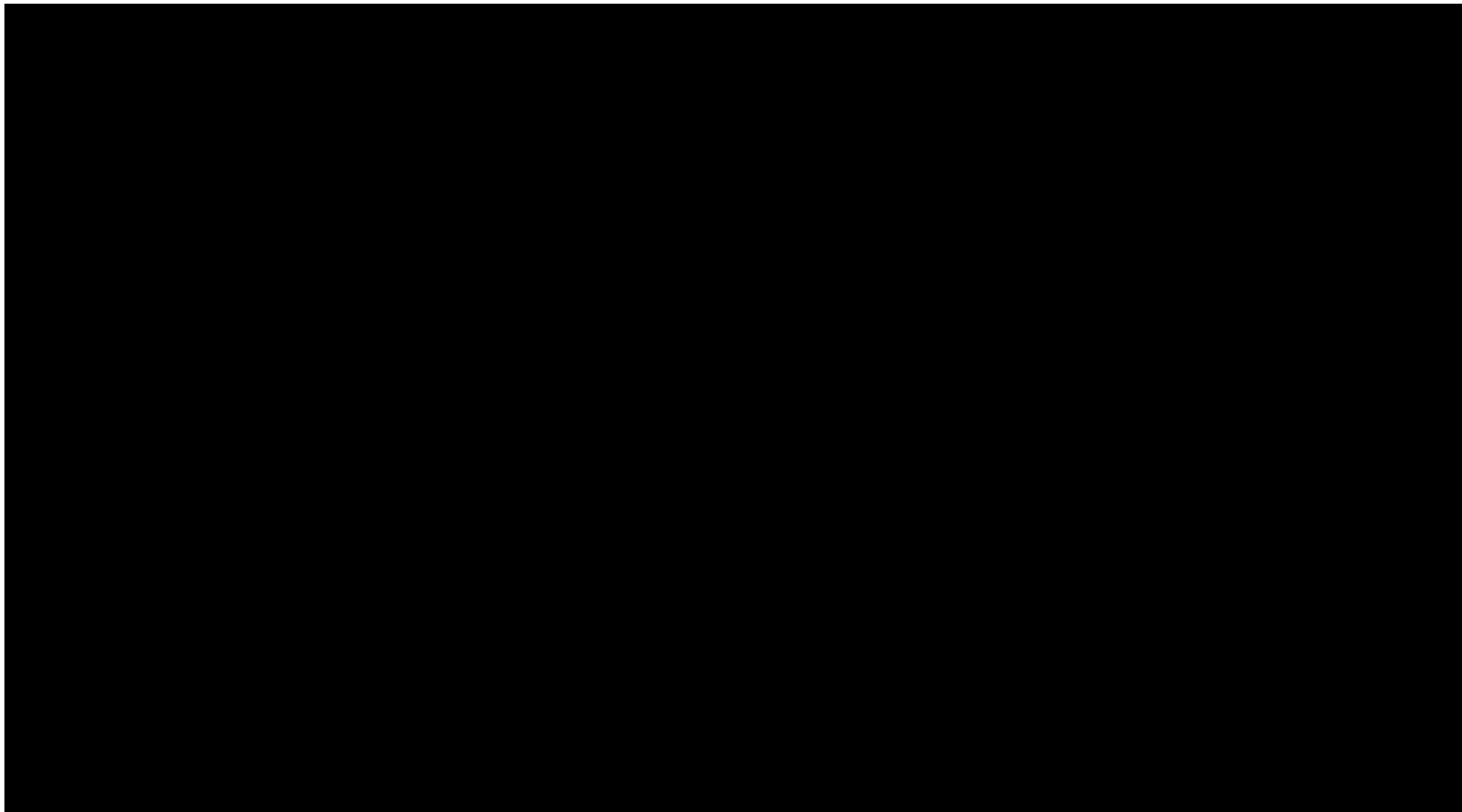
8. When you will be reimbursed for travel and subsistence

- 8.1 Expenses shall only be recoverable where:
 - 8.1.1 the Time and Materials pricing mechanism is used; and
 - 8.1.2 the Award Form states that recovery is permitted; and

- 8.1.3 they are Reimbursable Expenses and are supported by Supporting Documentation.
- 8.2 The Buyer shall provide a copy of their current expenses policy to the Supplier upon request.
- 9. Indexation that applies to this contract:
 - 9.1 Managing agent purchase of pumps the schedule of rates for the managing agent will be subject to: HSGG (SPPI INDEX OUTPUT DOMESTIC - M Professional, scientific and technical services)

Annex 1: Rates and Prices





[REDACTED]

- [REDACTED]
- [REDACTED]
 - [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]
 - [REDACTED]

Schedule 4 (Tender)

[REDACTED]

[REDACTED]
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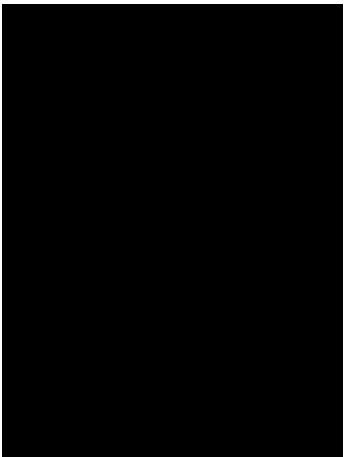
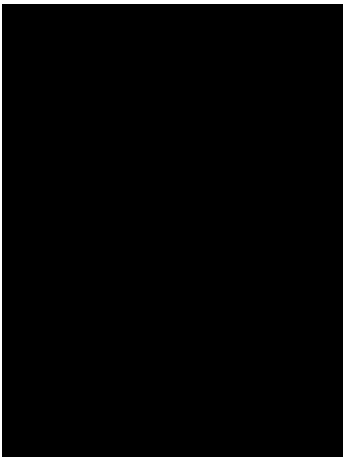
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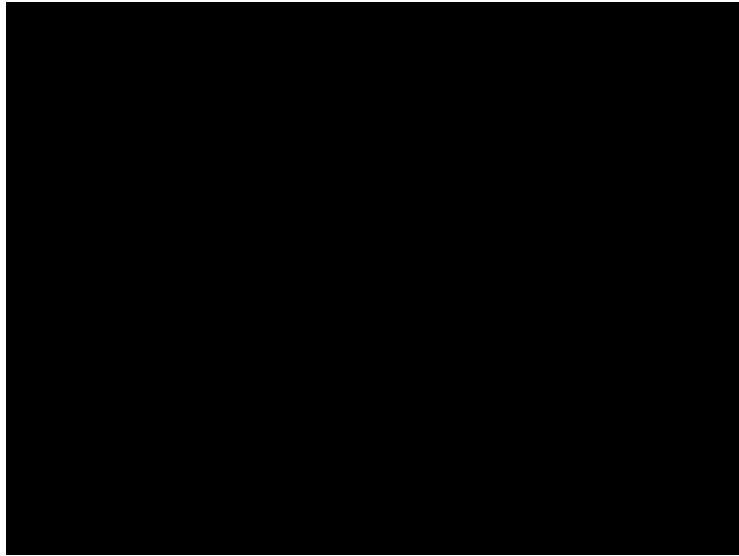
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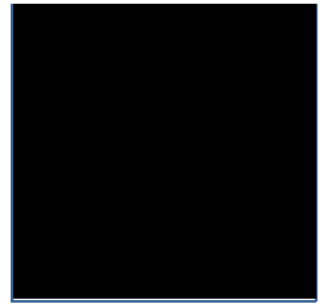
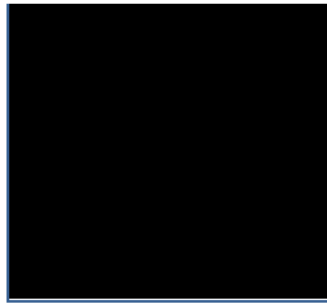
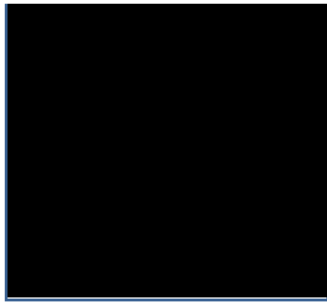
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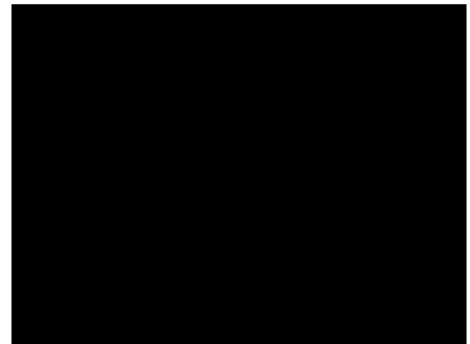
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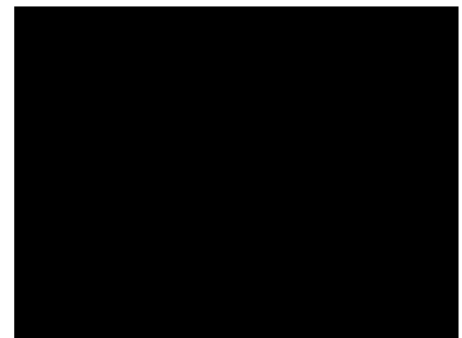
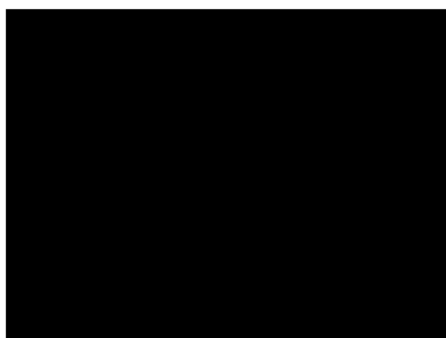
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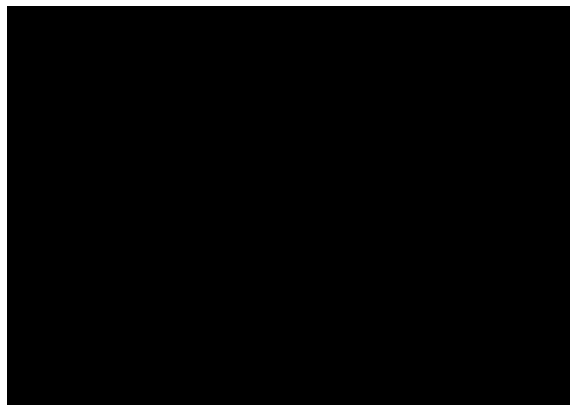
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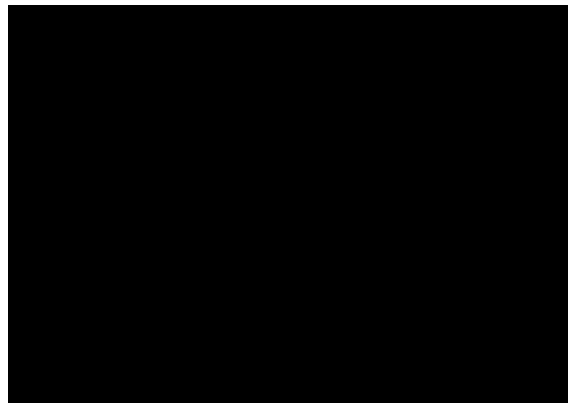
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A horizontal bar chart with 'Age Group' on the y-axis and 'Percentage' on the x-axis. The bars are color-coded by gender: blue for Male and pink for Female. The data is as follows:

Age Group	Male (%)	Female (%)
18-24	~85	~95
25-34	~98	~100
35-44	~95	~98
45-54	~98	~95
55-64	~90	~92
65+	~75	~80

Schedule 5 (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 Award Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Buyer's obligation to disclose information in accordance with FOIA or Clause 20 (When you can share information), the Buyer 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

Schedule 6 (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 this Contract, within three (3) Months of the Effective 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 Monitoring Report (KPIs)	As per Call-Off Schedule 10 Part B (Services Levels)	Soft copy	Monthly
Prompt Payment Performance	Performance data against the Supplier's obligation to pay its. Subcontractors within 30 days of receipt of an undisputed invoice.	Soft copy	Quarterly
Key Subcontractors	As per Joint Schedule 27 (Key Subcontractors)	Soft copy	Quarterly
Consumption, Contract Charges and Billing Reporting	As per Order Form and Call-Off Schedule 3 (Charges)	Soft copy	Monthly
Social Value Reporting	As per Call-Off Schedule 26	Soft copy	Twice annually

Schedule 7 (Staff Transfer)

1. Definitions

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

"Admission Agreement"	either or both of the CSPA Admission Agreement (as defined in Annex D1: CSPA) or the LGPS Admission Agreement) as defined in Annex D3: LGPS), as the context requires;
"Employee Liability"	all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following: (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; (b) unfair, wrongful or constructive dismissal compensation; (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay; (d) compensation for less favourable treatment of part-time workers or fixed term employees; (e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Subcontractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;

	(f) claims whether in tort, contract or statute or otherwise; (g) any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
"Fair Deal Employees"	as defined in Part D;
"Former Supplier"	a supplier supplying the Services to the Buyer before any Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any subcontractor of such supplier (or any subcontractor of any such subcontractor);
"New Fair Deal"	the revised Fair Deal position set out in the HM Treasury guidance: <i>"Fair Deal for staff pensions: staff transfer from central government"</i> issued in October 2013 including: (a) any amendments to that document immediately prior to the Relevant Transfer Date; (b) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D:Pensions of this Schedule as notified to the Supplier by the Buyer;
"Notified Subcontractor"	a Subcontractor identified in the Annex to this Schedule to whom Transferring Buyer Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;
"Old Fair Deal"	HM Treasury Guidance <i>"Staff Transfers from Central Government: A Fair Deal for Staff Pensions"</i> issued in June 1999 including the supplementary guidance <i>"Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues"</i> issued in June 2004;

"Partial Termination"	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 14.4 (When the Buyer can end this contract) or 14.6 (When the Supplier can end the contract);
"Replacement Subcontractor"	a subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any subcontractor of any such subcontractor);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;
"Service Transfer"	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires;
"Staffing Information"	in relation to all persons identified on the Supplier's Provisional Supplier Staff List or Supplier's Final Supplier Staff List, as the case may be, all information required in Annex E2 (Table of Staffing Information) in the format specified and with the identities of Data Subjects anonymised where possible. The Buyer may acting reasonably make changes to the format or information requested in Annex E2 from time to time.
"Statutory Schemes"	means the CSPA, NHSPS or LGPS as defined in the Annexes to Part D of this Schedule;

"Supplier's Final Supplier Staff List"	a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Staff List"	a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Transferring Buyer Employees"	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Former Supplier Employees"	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date; and
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Relevant Transfer Date.

2. Interpretation

Where a provision in this Schedule imposes any obligation on the Supplier including to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

3. Which parts of this Schedule apply

The following parts of this Schedule shall apply to this Contract:

- 3.1 Part C (No Staff Transfer Expected On Operational Services Commencement Date);
- 3.2 Part E (Staff Transfer on Exit) of this Schedule will always apply to this Contract, including:
 - 3.2.1 Annex E1 (List of Notified Subcontractors);
 - 3.2.2 Annex E2 (Staffing Information).

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

- 1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services is not expected to be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 1.2 Subject to Paragraphs 1.3, 1.4 and 1.5, if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that their contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations then:
 - 1.2.1 the Supplier shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing and, where required by the Buyer, give notice to the Former Supplier;
 - 1.2.2 the Buyer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 15 Working Days of receipt of notice from the Supplier or the Subcontractor, provided always that such steps are in compliance with applicable Law;
 - 1.2.3 if such offer of employment is accepted, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from its employment; and
 - 1.2.4 if after the period referred to in Paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 1.2.1 to 1.2.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.5:

- (a) the Buyer will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2 provided that the Supplier takes, or shall procure that the Notified Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and
- (b) the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 provided that the Supplier takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

- 1.3 If any such person as is described in Paragraph 1.2 is neither re employed by the Buyer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.2 such person shall be treated as having transferred to the Supplier and/or the Subcontractor (as appropriate) and the Supplier shall, or shall procure that the Subcontractor shall, (a) comply with such obligations as may be imposed upon it under Law and (b) comply with the provisions of Part D (Pensions) and its Annexes of this Staff Transfer Schedule.
- 1.4 Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.3, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.
- 1.5 The indemnities in Paragraph 1.2 shall not apply to any claim:
- 1.5.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief;
 - 1.5.2 or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
- in relation to any alleged act or omission of the Supplier and/or Subcontractor; or
- 1.5.3 any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and
- 1.6 The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 6 Months from the relevant Transfer Date.
- 1.7 If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

2. Limits on the Former Supplier's obligations

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

Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

- 1.1 The Supplier agrees that within twenty (20) Working Days of the earliest of:
- 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
 - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract; and
 - 1.1.3 the date which is twelve (12) Months before the end of the Term; or
 - 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any six (6) Month period),

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

- 1.2 At least twenty (20) Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor
- 1.2.1 the Supplier's Final Supplier Staff List, which shall identify the basis upon which they are Transferring Supplier Employees and
 - 1.2.2 the Staffing Information in relation to the Supplier's Final Supplier Staff List (insofar as such information has not previously been provided).
- 1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.
- 1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraphs 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Staff List and shall, unless otherwise instructed by the Buyer (acting reasonably):
- 1.5.1 not replace or re-deploy any Supplier Staff listed on the Supplier Provisional Supplier Staff List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person they replace

- 1.5.2 not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Staff (including any payments connected with the termination of employment);
- 1.5.3 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Staff List;
- 1.5.5 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.6 not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Staff List save by due disciplinary process;
- 1.5.7 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor;
- 1.5.8 give the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor reasonable access to Supplier Staff and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Subcontractor in respect of persons expected to be Transferring Supplier Employees;
- 1.5.9 co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
- 1.5.10 promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Staff List regardless of when such notice takes effect;
- 1.5.11 not for a period of twelve (12) Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Subcontractors whose employment or engagement is transferred to

- the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));
- 1.5.12 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
 - 1.5.13 fully fund any Broadly Comparable pension schemes set up by the Supplier;
 - 1.5.14 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of this Contract (including identification of the Fair Deal Employees);
 - 1.5.15 promptly provide to the Buyer such documents and information mentioned in Paragraph 1 and 2 of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and
 - 1.5.16 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of this Contract.
- 1.6 On or around each anniversary of the Start Date and up to four times during the last twelve (12) Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within twenty (20) Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:
- 1.6.1 the numbers of Supplier Staff engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each Supplier Staff engaged in providing the Services;
 - 1.6.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and
 - 1.6.4 a description of the nature of the work undertaken by each Supplier Staff by location.
- 1.7 The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within five (5) Working Days following the Service Transfer Date, the Supplier shall provide to the Buyer or, at the direction of the Buyer, to

any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Staff List who is a Transferring Supplier Employee:

- 1.7.1 the most recent month's copy pay slip data;
 - 1.7.2 details of cumulative pay for tax and pension purposes;
 - 1.7.3 details of cumulative tax paid;
 - 1.7.4 tax code;
 - 1.7.5 details of any voluntary deductions from pay;
 - 1.7.6 a copy of any personnel file and/or any other records regarding the service of the Transferring Supplier Employee;
 - 1.7.7 a complete copy of the information required to meet the minimum recording keeping requirements under the Working Time Regulations 1998 and the National Minimum Wage Regulations 1998; and
 - 1.7.8 bank/building society account details for payroll purposes.
- 1.8 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3 the Supplier agrees that following within twenty (20) Working Days of a request from the Authority it shall and shall procure that each Sub-contractor shall use reasonable endeavours to comply with any reasonable request to align and assign Supplier Staff to any future delivery model proposed by the Authority for Replacement Services within thirty (30) Working Days or such longer timescale as may be agreed.
- 1.9 Any changes necessary to this Contract as a result of alignment referred to in Paragraph 1.8 shall be agreed in accordance with the Variation Procedure.

2. Staff Transfer when the contract ends

- 2.1 The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10 of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a

Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee

- 2.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations under the Employment Regulations and in particular obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (but excluding) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Staff List arising in respect of the period up to (but excluding) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Statutory Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part to the period ending on (but excluding) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:
- 2.3.1 any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.
 - 2.3.2 the breach or non-observance by the Supplier or any Subcontractor occurring before but excluding the Service Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - (b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;
 - 2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising before but excluding the Service Transfer Date;
 - 2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

- (a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before but excluding the Service Transfer Date; and
 - (b) in relation to any employee who is not identified in the Supplier's Final Supplier Staff List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer their employment from the Supplier to the Buyer and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before but excluding the Service Transfer Date;
 - 2.3.5 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (but excluding) the Service Transfer Date);
 - 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of this Contract and/or the Employment Regulations; and
 - 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnity in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date, Including any Employee Liabilities:
- 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to their working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or
 - 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.

- 2.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that their contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations then:
- 2.5.1 the Replacement Supplier and/or Replacement Subcontractor will, within five (5) Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
 - 2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within fifteen (15) Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law;
 - 2.5.3 if such offer of employment is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, the Replacement Supplier and/or Replacement Subcontractor shall immediately release the person from its employment or alleged employment;
 - 2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, or the situation has not otherwise been resolved, the Replacement Supplier and/or Replacement Subcontractor may within 5 Working Days give notice to terminate the employment of such person;
- and subject to the Replacement Supplier's and/or Replacement Subcontractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.6 The indemnity in Paragraph 2.5 shall not apply to:
- 2.6.1 any claim for:
 - (a) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (b) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor; or

- 2.6.2 any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure.
- 2.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than six (6) Months from the Service Transfer Date.
- 2.8 If at any point the Replacement Supplier and/or Replacement Subcontract accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.
- 2.9 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Staff List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:
 - 2.9.1 the Supplier and/or any Subcontractor; and
 - 2.9.2 the Replacement Supplier and/or the Replacement Subcontractor.
- 2.10 The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.11 Subject to Paragraph 2.12, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:
 - 2.11.1 any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.

- 2.11.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:
- (a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List; and/or
 - (b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;
- 2.11.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
- 2.11.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Staff List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- 2.11.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- 2.11.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and after the Service Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier

Staff List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer their employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and after the Service Transfer Date;

- 2.11.7 a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List in respect of the period from (and including) the Service Transfer Date; and
 - 2.11.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.
- 2.12 The indemnity in Paragraph 2.11 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Staff List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

Annex E1: List of Notified Subcontractors

Annex E2: Staffing Information

EMPLOYEE INFORMATION (ANONYMISED)

Name of Transferor: [Insert name of Transferor]

Number of Employees in-scope to transfer: []

EMPLOYEE DETAILS & KEY TERMS						
Details	Job Title	Grade / band	Work Location	Age	Employment status (for example, employee, fixed-term employee, self-employed, agency worker)?	Continuous service date (dd/mm/yy)
Emp No 1						
Emp No 2						
Emp No						
Emp No						
Emp No						
Emp No						
Emp No						
Emp No						

		EMPLOYEE DETAILS & KEY TERMS					
	Detail s	Contract end date (if fixed term contract or temporary contract)	Contractual notice period	Contractua l weekly hours	Regular overtime hours per week	Mobility or flexibility clause in contract?	Previous to organ specify (name of whether
	Emp No 1						
	Emp No 2						
	Emp No						
	Emp No						
	Emp No						
	Emp No						
	Emp No						
		ASSIGNMENT	CONTRACTUAL PAY AND BENEFITS				
	Detail s	% of working time dedicated to the provision of services under the contract	Salary (or hourly rate of pay)	Payment interval (weekly / fortnightly / monthly)	Bonus payment for previous 12 months (please specify whether contractual or discretionary entitlement)	Pay review meth	
	Emp No 1						
	Emp No 2						

	Emp No					
	Emp No					
	Emp No					
	Emp No					
	Emp No					

CONTRACTUAL PAY AND BENEFITS

Details	Any existing or future commitment to training that has a time-off or financial implication	Car allowance (£ per year)	Lease or company car details	Any other allowances paid (e.g. shift allowance, standby allowance, travel allowance)	Private medical insurance (please specify whether single or family cover)	Life assurance (xS)
Emp No 1						
Emp No 2						
Emp No						
Emp No						
Emp No						
Emp No						
Emp No						

CONTRACTUAL PAY AND BENEFITS				
Details	Annual leave entitlement (excluding bank holidays)	Bank holiday entitlement	Method of calculating holiday pay (i.e. based on fixed salary only or incl. entitlements to variable remuneration such as bonuses, allowances, commission or overtime pay?)	Maternity or paternity leave, shared parental leave entitlement and pay
Emp No 1				
Emp No 2				
Emp No				
Emp No				
Emp No				
Emp No				
Emp No				

PENSIONS					
Details	Employee pension contribution rate	Employer pension contribution rate	Please provide the name of the pension scheme and a link to the pension scheme website	Is the scheme an occupational pension scheme as defined in the Pension Schemes Act 1993?	If the scheme is not an occupational pension scheme, what type of scheme is it? E.g. personal pension scheme?
Emp No 1					
Emp No 2					
Emp No					
Emp No					
Emp No					
Emp No					
Emp No					

PENSIONS					
Details	If the Employee is in the Local Government Pension Scheme, please supply details of Fund and Administering Authority.	If the Employee is in the Civil Service Pension Scheme, please provide details of the Admission Agreement.	If the Employee is in the NHSPS, please provide details of the Direction Letter.	If the Employee is in a broadly comparable pension scheme, please supply a copy of the GAD certificate of Broad Comparability.	Did Fair Deal pension protection apply to the employee who transferred in the nature of the employment? If not, what right to participate in the sector pension scheme did the employee have to bulk transfer service into the new scheme)?
Emp No 1					
Emp No 2					
Emp No					
Emp No					
Emp No					
Emp No					
Emp No					

OTHER			
Details	Security Check Level	Security Clearance Expiry date	Additional info or comments
Emp No 1			
Emp No 2			
Emp No			
Emp No			
Emp No			
Emp No			

Emp No			

Schedule 9 (Installation Works)

1. When this Schedule should be used

- 1.1 This Schedule is designed to provide additional provisions necessary to facilitate the provision 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 Award 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 Award 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 2.1. Notwithstanding the acceptance of any Installation Works in accordance 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 Award 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.

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.

Schedule 11 (Continuous Improvement)

1. Supplier's Obligations

- 1.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 1.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 1.3 In addition to Paragraph 1.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 1.3.1 identifying the emergence of relevant new and evolving technologies;
 - 1.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 1.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 1.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 1.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within six (6) Months following the Effective Date.
- 1.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.

- 1.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 1.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer.
- 1.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 1.5:
 - 1.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 1.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 1.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 1.3.
- 1.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 1.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 1.12 At any time during the Contract Period of this Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Schedule 12 (Benchmarking)

1. Definitions

1.1 In this Schedule, the following expressions shall have the following meanings:

"Benchmark Review"	a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value;
"Benchmarked Deliverables"	any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule;
"Comparable Rates"	the Charges for Comparable Deliverables;
"Comparable Deliverables"	deliverables that are identical or materially similar to the Benchmarked Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark;
"Comparison Group"	a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations;
"Equivalent Data"	data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;
"Good Value"	that the Benchmarked Rates are within the Upper Quartile; and
"Upper Quartile"	in respect of Benchmarking Rates, that based on an analysis of Equivalent Data, the Benchmarking Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables.

2. When you should use this Schedule

- 2.1 The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Contract Period.
- 2.2 This Schedule sets out to ensure the Contract represents value for money throughout and that the Buyer may terminate the Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraph 3 of this Schedule, in which case the consequences of termination set out in Clause 14.5.1 shall apply.
- 2.3 Amounts payable under this Schedule shall not fall with the definition of a Cost.

3. Benchmarking

3.1 How benchmarking works

- 3.1.1 The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.
- 3.1.2 The Buyer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Start Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.
- 3.1.3 The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.
- 3.1.4 The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.
- 3.1.5 Upon its request for a Benchmark Review the Buyer shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Buyer may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.
- 3.1.6 The cost of a benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.

3.2 Benchmarking Process

- 3.2.1 The benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:
 - (a) a proposed cost and timetable for the Benchmark Review;

- (b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
 - (c) a description of how the benchmarker will scope and identify the Comparison Group.
- 3.2.2 The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.
- 3.2.3 The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.
- 3.2.4 Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.
- 3.2.5 Once it has received the Approval of the draft plan, the benchmarker shall:
 - (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the benchmarker's professional judgment using:
 - (A) information from other service providers to the Buyer;
 - (B) survey information;
 - (C) information from "in-house" providers to the Buyer to the extent that the benchmarker considers that they are valid comparators;
 - (D) market intelligence;
 - (E) the benchmarker's own data and experience;
 - (F) relevant published information; and
 - (G) pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;
 - (b) by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
 - (c) using the Equivalent Data, calculate the Upper Quartile; and
 - (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
- 3.2.6 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Supplier agrees to use its

reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.

3.2.7 In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:

- (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
- (b) exchange rates;
- (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

3.3 Benchmarking Report

3.3.1 For the purposes of this Schedule "**Benchmarking Report**" shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule;

3.3.2 The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:

- (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
- (b) if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
- (c) include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.

3.3.3 The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with Clause 28 (Changing the contract).

Schedule 13 (Contract Management)

1. Definitions

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

"Operational Board"	the board established in accordance with Paragraph 4.1 of this Schedule;
"Project Manager"	the manager appointed in accordance with Paragraph 2.1 of this Schedule;

2. Project Management

- 2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.
- 2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- 2.3 Without prejudice to Paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Project Manager

- 3.1 The Supplier Project Manager shall be:
 - 3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
 - 3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Project Manager's responsibilities and obligations;
 - 3.1.3 able to cancel any delegation and recommence the position himself; and
 - 3.1.4 replaced only after the Buyer has received notification of the proposed change.
- 3.2 The Buyer may provide revised instructions to the Supplier's Project Manager in regards to this Contract and it will be the Supplier Project Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 3.3 Receipt of communication from the Supplier Project Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under this Contract.

4. Role of The Operational Board

- 4.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- 4.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in Annex to the Schedule.
- 4.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- 4.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

5. Contract Risk Management

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Contract.
- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
 - 5.2.1 the identification and management of risks;
 - 5.2.2 the identification and management of issues; and
 - 5.2.3 monitoring and controlling project plans.
- 5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 5.4 The Supplier will maintain a risk register of the risks relating to this Contract which the Buyer and the Supplier have identified.

Annex: Operational Boards

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

Schedule 14 (Business Continuity and Disaster Recovery)

1. Definitions

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

"BCDR Plan"	has the meaning given to it in Paragraph 2.1 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.2.2 of this Schedule;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.2.3 of this Schedule;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.3 of this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule,

2. BCDR Plan

- 2.1 At least forty (40) Working Days after the Effective Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "**BCDR Plan**"), which shall detail the processes and arrangements that the Supplier shall follow to:
- 2.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
 - 2.1.2 the recovery of the Deliverables in the event of a Disaster.
- 2.2 The BCDR Plan shall be divided into three sections:
- 2.2.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 2.2.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
 - 2.2.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
- 2.3 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

3. General Principles of the BCDR Plan (Section 1)

3.1 Section 1 of the BCDR Plan shall:

- 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
- 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
- 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
- 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
- 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
- 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - (c) identification of risks arising from an Insolvency Event of the Supplier, any Key Subcontractors and/or Supplier Group member;
 - (d) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - (e) a business impact analysis of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and

- 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
 - 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Service Levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any Default by the Supplier of this Contract.

4. Business Continuity (Section 2)

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
 - 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
 - 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
 - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
 - 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
 - 4.2.3 specify any applicable Service Levels with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
 - 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 5.2.1 loss of access to the Buyer Premises;
 - 5.2.2 loss of utilities to the Buyer Premises;
 - 5.2.3 loss of the Supplier's helpdesk or CAFM system;
 - 5.2.4 loss of a Subcontractor;
 - 5.2.5 emergency notification and escalation process;
 - 5.2.6 contact lists;
 - 5.2.7 staff training and awareness;
 - 5.2.8 BCDR Plan testing;
 - 5.2.9 post implementation review process;
 - 5.2.10 any applicable Service Levels with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
 - 5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
 - 5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
 - 5.2.13 testing and management arrangements.

6. Review and changing the BCDR Plan

- 6.1 The Supplier shall review the BCDR Plan:
 - 6.1.1 on a regular basis and as a minimum once every six (6) Months;
 - 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and
 - 6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the

Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.

- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.
- 6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a **"Review Report"**) setting out the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

7. Testing the BCDR Plan

- 7.1 The Supplier shall test the BCDR Plan:
 - 7.1.1 regularly and in any event not less than once in every Contract Year;
 - 7.1.2 in the event of any major reconfiguration of the Deliverables;
 - 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with

the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.

- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
 - 7.5.1 the outcome of the test;
 - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8. Invoking the BCDR Plan

In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

9. Circumstances beyond your control

The Supplier shall not be entitled to relief under Clause 24 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

Schedule 16 (Security)

Part A: Short Form Security Requirements

1. Definitions

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

"Breach of Security"

the occurrence of:

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

in either case as more particularly set out in the Security Policy where the Buyer has required compliance there with in accordance with Paragraph 2.1; and

"Security Management Plan"

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

2. Complying with security requirements and updates to them

- 2.1 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer it shall also comply with the Security Policy and ICT Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy and ICT Policy.
- 2.2 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.3 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any

increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.

- 2.4 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

3. Security Standards

- 3.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security for its own system and any cloud services used which:
- 3.2.1 is in accordance with the Law and this Contract;
 - 3.2.2 as a minimum demonstrates Good Industry Practice;
 - 3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data;
 - 3.2.4 where specified by the Buyer in accordance with Paragraph 2.1 complies with the Security Policy and the ICT Policy; and
 - 3.2.5 complies with the 14 Cloud Security Principles available at: <https://www.ncsc.gov.uk/collection/cloud/the-cloud-security-principles>. The Supplier must document how it and any cloud service providers they use comply with these principles, and provide this documentation upon request by the Buyer.
- 3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4. Security Management Plan

4.1 Introduction

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

4.2 Content of the Security Management Plan

The Security Management Plan shall:

- 4.2.1 comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;

- 4.2.2 identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
 - 4.2.3 detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that information, data and/or the Deliverables;
 - 4.2.4 be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that information, data and/or the Deliverables;
 - 4.2.5 set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
 - 4.2.6 set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with the Security Policy as set out in Paragraph 2.1; and
 - 4.2.7 be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.
- 4.3 Development of the Security Management Plan**
- 4.3.1 Within twenty (20) Working Days after the Effective Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
 - 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working

Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However, a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.3 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

4.4 Amendment of the Security Management Plan

4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:

- (a) emerging changes in Good Industry Practice;
- (b) any change or proposed change to the Deliverables and/or associated processes;
- (c) where necessary in accordance with Paragraph 2.2, any change to the Security Policy;
- (d) any new perceived or changed security threats; and
- (e) any reasonable change in requirements requested by the Buyer.

4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include:

- (a) suggested improvements to the effectiveness of the Security Management Plan;
- (b) updates to the risk assessments; and
- (c) suggested improvements in measuring the effectiveness of controls.

4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.

- 4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

5. Security breach

- 5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:
- 5.2.1 immediately use all reasonable endeavours (which shall include any action or changes reasonably required by the Buyer) necessary to:
- (a) minimise the extent of actual or potential harm caused by any Breach of Security;
 - (b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
 - (c) prevent an equivalent breach in the future exploiting the same cause failure; and
 - (d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.
- 5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with Paragraph 2.1) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

Part B: Long Form Security Requirements

Not used.

Part B – Annex 1: Baseline security requirements

Not used.

Part B – Annex 2: Security Management Plan

Not used.

Schedule 20 (Processing Data)

1. Status of the Controller

- 1.1 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 2018. A Party may act as:
 - 1.1.1 "Controller" in respect of the other Party who is "Processor";
 - 1.1.2 "Processor" in respect of the other Party who is "Controller";
 - 1.1.3 "Joint Controller" with the other Party;
 - 1.1.4 "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.

2. Where one Party is Controller and the other Party its Processor

- 2.1 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 and may not be determined by the Processor.
- 2.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 2.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - 2.3.1 a systematic description of the envisaged Processing and the purpose of the Processing;
 - 2.3.2 an assessment of the necessity and proportionality of the Processing in relation to the Services;
 - 2.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 2.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 2.4 The Processor shall, in relation to any Personal Data Processed in connection with its obligations under this Contract:
 - 2.4.1 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 promptly notify the Controller before Processing the Personal Data unless prohibited by Law;

- 2.4.2 ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 18.4 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:
- (a) nature of the data to be protected;
 - (b) harm that might result from a Data Loss Event;
 - (c) state of technological development; and
 - (d) cost of implementing any measures.
- 2.4.3 ensure that:
- (a) the Processor Personnel do not Process Personal Data except in accordance with this Contract (and in particular Annex 1 (Processing Personal Data));
 - (b) it uses best endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Processor's duties under this Schedule 20, Clauses 18 (Data protection), 19 (What you must keep confidential) and 20 (When you can share information);
 - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data;
- 2.4.4 not transfer Personal Data outside of the UK and/or the EEA unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
- (a) the destination country has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR (or section 74A of DPA 2018) and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or
 - (b) the Controller and/or the Processor have provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) and/or Article 46 of the EU GDPR (where applicable) as determined by the Controller which could include relevant parties entering into:

- (i) where the transfer is subject to UK GDPR:
 - (A) the International Data Transfer Agreement issued by the Information Commissioner under S119A(1) of the DPA 2018 (the "**IDTA**"); or
 - (B) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time ("**EU SCCs**") together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "**Addendum**"), as published by the Information Commissioner's Office from time to time under section 119A(1) of the DPA 2018; and/or
 - (ii) where the transfer is subject to EU GDPR, the EU SCCs,
as well as any additional measures determined by the Controller being implemented by the importing party;
 - (c) the Data Subject has enforceable rights and effective legal remedies;
 - (d) 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
 - (e) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data.
- 2.4.5 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of this Contract unless the Processor is required by Law to retain the Personal Data.
- 2.5 Subject to Paragraph 2.6 of this Schedule 20, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with this Contract it:
- 2.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 2.5.2 receives a request to rectify, block or erase any Personal Data;
 - 2.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

- 2.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under this Contract;
 - 2.5.5 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
 - 2.5.6 becomes aware of a Data Loss Event.
- 2.6 The Processor's obligation to notify under Paragraph 2.5 of this Schedule 20 shall include the provision of further information to the Controller, as details become available.
- 2.7 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 2.5 of this Schedule 20 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- 2.7.1 the Controller with full details and copies of the complaint, communication or request;
 - 2.7.2 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;
 - 2.7.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 2.7.4 assistance as requested by the Controller following any Data Loss Event; and/or
 - 2.7.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office or any other regulatory authority, or any consultation by the Controller with the Information Commissioner's Office or any other regulatory authority.
- 2.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Schedule 20. This requirement does not apply where the Processor employs fewer than two hundred and fifty (250) staff, unless:
- 2.8.1 the Controller determines that the Processing is not occasional;
 - 2.8.2 the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - 2.8.3 the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 2.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 2.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.

2.11 Before allowing any Subprocessor to Process any Personal Data related to this Contract, the Processor must:

- 2.11.1 notify the Controller in writing of the intended Subprocessor and Processing;
- 2.11.2 obtain the written consent of the Controller;
- 2.11.3 enter into a written agreement with the Subprocessor which gives effect to the terms set out in this Schedule 20 such that they apply to the Subprocessor; and
- 2.11.4 provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.

2.12 The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.

2.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office or any other regulatory authority. The Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office or any other regulatory authority.

3. Where the Parties are Joint Controllers of Personal Data

In the event that the Parties are Joint Controllers in respect of Personal Data under this Contract, the Parties shall implement Paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 (Joint Controller Agreement) to this Schedule 20 (Processing Data).

4. Independent Controllers of Personal Data

4.1 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.

4.2 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.

4.3 Where a Party has provided Personal Data to the other Party in accordance with Paragraph 4.2 of this Schedule 20 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.

4.4 The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of this Contract.

4.5 The Parties shall only provide Personal Data to each other:

- 4.5.1 to the extent necessary to perform their respective obligations under this Contract;

- 4.5.2 in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects);
- 4.5.3 where the provision of Personal Data from one Party to another involves transfer of such data to outside the UK and/or the EEA, if the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:
 - (a) the destination country has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR or DPA 2018 Section 74A and/or Article 45 of the EU GDPR (where applicable); or
 - (b) the transferring Party has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 75 and/or Article 46 of the EU GDPR (where applicable)) as determined by the non-transferring Party which could include:
 - (i) where the transfer is subject to UK GDPR:
 - (A) the International Data Transfer Agreement (the "**IDTA**") ""as published by the Information Commissioner's Office or such updated version of such IDTA as is published by the Information Commissioner's Office under section 119A(1) of the DPA 2018 from time to time; or
 - (B) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time (the "**EU SCCs**"), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "**Addendum**") as published by the Information Commissioner's Office from time to time; and/or
 - (ii) where the transfer is subject to EU GDPR, the EU SCCs,
as well as any additional measures determined by the Controller being implemented by the importing party;
 - (c) the Data Subject has enforceable rights and effective legal remedies;
 - (d) the transferring Party 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 non-transferring Party in meeting its obligations); and

- (e) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and
- 4.5.4 where it has recorded it in Annex 1 (Processing Personal Data).
- 4.6 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
- 4.7 A Party Processing Personal Data for the purposes of this Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
- 4.8 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 this Contract ("**Request Recipient**"):
 - 4.8.1 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
 - 4.8.2 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:
 - (a) 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
 - (b) 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.
- 4.9 Each Party shall promptly notify the other Party upon it becoming aware of any Data Loss Event relating to Personal Data provided by the other Party pursuant to this Contract and shall:
 - 4.9.1 do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Data Loss Event;
 - 4.9.2 implement any measures necessary to restore the security of any compromised Personal Data;

- 4.9.3 work with the other Party to make any required notifications to the Information Commissioner's Office or any other regulatory authority and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - 4.9.4 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.
- 4.10 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under this Contract as specified in Annex 1 (Processing Personal Data).
- 4.11 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under this Contract which is specified in Annex 1 (Processing Personal Data).
- 4.12 Notwithstanding the general application of Paragraphs 2.1 to 2.14 of this Schedule 20 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 4.2 to 4.12 of this Schedule 20.

Annex 1 - Processing Personal Data

1. This Annex shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.
 - 1.1 The contact details of the Buyer's Data Protection Officer are:
[REDACTED]
 - 1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]
[REDACTED]
 - 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
 - 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	The Buyer is Controller and the Supplier is Processor The Parties acknowledge that in accordance with Paragraph 2 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data: Work locations, names & work numbers
Subject matter of the Processing	
Duration of the Processing	For the duration of the contract
Nature and purposes of the Processing	To order & enable refurbishment of pumps by liaising with Environment Agency employees.
Type of Personal Data being Processed	Name, work address, work telephone number.

Description	Details
Categories of Data Subject	Environment agency employees
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under law to preserve that type of data	For the life of the contract
Locations at which the Supplier and/or its Sub-contractors process Personal Data under this Contract and international transfers and legal gateway	
Protective Measures that the Supplier and, where applicable, its Sub-contractors have implemented to protect Personal Data processed under this Contract Agreement against a breach of security (insofar as that breach of security relates to data) or a Data Loss Event	

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 Paragraph 2 of this Schedule 20 (Where one Party is Controller and the other Party is Processor) and Paragraphs 4.2-4.12 of this Schedule 20 (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 Buyer:
 - 1.2.1 is the exclusive point of contact for Data Subjects and is responsible for using best endeavours to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
 - 1.2.2 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;
 - 1.2.3 is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
 - 1.2.4 is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing; and
 - 1.2.5 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 Buyer'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 Paragraph 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 Buyer each undertake that they shall:
 - 2.1.1 report to the other Party every 6 months on:
 - (a) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);

- (b) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
- (c) 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;
- (d) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
- (e) 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 this Contract during that period;

- 2.1.2 notify each other immediately if it receives any request, complaint or communication made as referred to in Paragraphs 4.12(a) to 2.1.1(e);
- 2.1.3 provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Paragraphs 1.2 and 4.12(c) to 2.1.1(e) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- 2.1.4 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 this Contract or is required by Law) that disclosure or transfer of Personal Data is otherwise considered to be lawful processing of that Personal Data in accordance with Article 6 of the UK GDPR or EU GDPR (as the context requires). 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;
- 2.1.5 request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information;
- 2.1.6 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;

- 2.1.7 use best endeavours to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
- (a) are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information
 - (b) 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;
 - (c) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- 2.1.8 ensure that it has in place Protective Measures as appropriate to protect against a Data Loss Event having taken account of the:
- (a) nature of the data to be protected;
 - (b) harm that might result from a Data Loss Event;
 - (c) state of technological development; and
 - (d) cost of implementing any measures;
- 2.1.9 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 the Supplier holds; and
- 2.1.10 ensure that it notifies the other Party as soon as it becomes aware of a Data Loss Event;
- 2.1.11 not transfer such Personal Data outside of the UK and/or the EEA unless the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:
- (a) the destination country has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR or DPA 2018 Section 74A and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or
 - (b) the transferring Party has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 75 and/or Article 46 of the EU GDPR (where applicable)) as agreed with the non-transferring Party which could include:
 - (i) where the transfer is subject to UK GDPR:
 - (A) the UK International Data Transfer Agreement (the "**IDTA**"), as published by the Information

- Commissioner's Office under section 119A(1) of the DPA 2018 from time to time; or
 - (B) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time (the "**EU SCCs**"), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "**Addendum**") as published by the Information Commissioner's Office from time to time; and/or
 - (ii) where the transfer is subject to EU GDPR, the EU SCCs,
as well as any additional measures determined by the Controller being implemented by the importing party;
 - (c) the Data Subject has enforceable rights and effective legal remedies;
 - (d) the transferring Party 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 non-transferring Party in meeting its obligations); and
 - (e) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data.
- 2.2 Each Joint Controller shall use best 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 Paragraph 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within forty eight (48) hours, upon becoming aware of any Data Loss Event or circumstances that are likely to give rise to a Data Loss Event, providing the Buyer and its advisors with:
 - 3.1.1 sufficient information and in a timescale which allows the other Party to meet any obligations to report a Data Loss Event under the Data Protection Legislation;

3.1.2 all reasonable assistance, including:

- (a) co-operation with the other Party and the Information Commissioner investigating the Data Loss Event and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
- (b) co-operation with the other Party including using such best endeavours as are directed by the Buyer to assist in the investigation, mitigation and remediation of a Data Loss Event;
- (c) co-ordination with the other Party regarding the management of public relations and public statements relating to the Data Loss Event; and/or
- (d) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Data Loss Event, with complete information relating to the Data Loss Event, including, without limitation, the information set out in Paragraph 3.2.

3.2 Each Party shall use best endeavours to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Data Loss Event which is the fault of that Party as if 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 Data Loss Event, including providing the other Party, as soon as possible and within forty eight (48) hours of the Data Loss Event relating to the Data Loss Event, in particular:

- 3.2.1 the nature of the Data Loss Event;
- 3.2.2 the nature of Personal Data affected;
- 3.2.3 the categories and number of Data Subjects concerned;
- 3.2.4 the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
- 3.2.5 measures taken or proposed to be taken to address the Data Loss Event; and
- 3.2.6 describe the likely consequences of the Data Loss Event.

4. Audit

4.1 The Supplier shall permit:

- 4.1.1 the Buyer, or a third-party auditor acting under the Buyer's direction, to conduct, at the Buyer'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

- 4.1.2 the Buyer, or a third-party auditor acting under the Buyer'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 UK GDPR by the Supplier so far as relevant to this 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 Buyer may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Paragraph 4.1 in lieu of conducting such an audit, assessment or inspection.

5. Impact Assessments

The Parties shall:

- 5.1 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
- 5.2 maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with this Contract, in accordance with the terms of Article 30 UK GDPR.

6. ICO Guidance

The Parties agree to take account of any guidance issued by the Information Commissioner, or any other regulatory authority. The Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner, or any other regulatory authority.

7. Liabilities for Data Protection Breach

- 7.1 If financial penalties are imposed by the Information Commissioner on either the Buyer or the Supplier for a Data Loss Event ("**Financial Penalties**") then the following shall occur:
 - 7.1.1 if in the view of the Information Commissioner, the Buyer is responsible for the Data Loss Event, in that it is caused as a result of the actions or inaction of the Buyer, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Buyer, then the Buyer shall be responsible for the payment of such Financial Penalties. In this case, the Buyer will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Data Loss Event. The Supplier shall provide to the Buyer 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 Data Loss Event;
 - 7.1.2 if in the view of the Information Commissioner, the Supplier is responsible for the Data Loss Event, in that it is not a Data Loss Event that the Buyer is responsible for, then the Supplier shall be

responsible for the payment of these Financial Penalties. The Supplier will provide to the Buyer and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Data Loss Event; or

- 7.1.3 if no view as to responsibility is expressed by the Information Commissioner, then the Buyer and the Supplier shall work together to investigate the relevant Data Loss Event and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Data Loss Event 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 39 of the Core Terms (Resolving disputes).
- 7.2 If either the Buyer 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 Data Loss Event, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Data Loss Event shall be liable for the losses arising from such Data Loss Event. 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 Data Loss Event (the "**Claim Losses**"):
 - 7.3.1 if the Buyer is responsible for the relevant Data Loss Event, then the Buyer shall be responsible for the Claim Losses;
 - 7.3.2 if the Supplier is responsible for the relevant Data Loss Event, then the Supplier shall be responsible for the Claim Losses: and
 - 7.3.3 if responsibility for the relevant Data Loss Event is unclear, then the Buyer and the Supplier shall be responsible for the Claim Losses equally.
- 7.4 Nothing in either Paragraph 7.2 or Paragraph 7.3 shall preclude the Buyer 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 Data Loss Event, having regard to all the circumstances of the Data Loss Event and the legal and financial obligations of the Buyer.

8. Termination

If the Supplier is in Material Default under any of its obligations under this Annex 2 (Joint Controller Agreement), the Buyer shall be entitled to terminate this Contract by issuing a Termination Notice to the Supplier in accordance with Clause 14 of the Core Terms (Ending the contract) and the consequences of termination in Clause 14.5.1 of the Core Terms shall apply.

9. Sub-Processing

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

- 9.1 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 this Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
- 9.2 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 Party for statutory compliance purposes or as otherwise required by this Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

Schedule 21 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 28 of the Core Terms (Changing this Contract).

CONTRACT CHANGE NOTE

Contract Change Note Number	
Contract Reference Number and Title	
Variation Title	
Number of Pages	

Whereas the **[Contractor (insert supplier name)]** and the Authority entered into a Contract for the provision of **[insert contract title]** dated **[insert date dd/mm/yyyy]** (the “Original Contract”) and now wish to amend the Original Contract.

It is agreed as follows:

1. With effect from **[dd/mm/yyyy]** the Original [Contract/Framework Agreement] shall be amended as set out in this Contract/Framework Change Note:

Change Requestor / Originator	
Summary of Change	
Reason for Change	
Revised Contract Price	Original Contract Value £
	Previous Contract Changes £
	Contract Change Note [x] £
	New Contract Value £
Revised Payment Schedule	
Revised Specification (see Annex A)	
Revised Contract Period	
Change in Contract Manager(s)	
Other Changes	

2. Save as herein amended all other terms and conditions of the Original Contract shall remain in full force and effect.

Signed for and on behalf of supplier by:

Name	
Title	
Signature	
Dated	

Signed for and on behalf of the Authority by:

Name	
Title	
Signature	
Dated	

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

Schedule 22 (Insurance Requirements)

1. The insurance you need to have

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

2. How to manage the insurance

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

3. What happens if you aren't insured

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which

would entitle any insurer to refuse to pay any claim under any of the Insurances.

- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Buyer may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

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

5. Making sure you are insured to the required amount

- 5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained for the minimum limit of indemnity for the periods specified in this Schedule.
- 5.2 Where the Supplier intends to claim under any of the Insurances for any matters that are not related to the Deliverables and/or this Contract, the Supplier shall, where such claim is likely to result in the level of cover available under any of the Insurances being reduced below the minimum limit of indemnity specified in this Schedule, promptly notify the Buyer and provide details of its proposed solution for maintaining the minimum limit of indemnity specified in this Schedule.

6. Cancelled Insurance

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

7. Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or this Contract for which it may be entitled to claim under any of the Insurances. In the event that the Buyer receives a claim relating to or arising out of this Contract or the Deliverables, the Supplier shall co-operate with the Buyer and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 7.2 Except where the Buyer is the claimant party, the Supplier shall give the Buyer notice within twenty (20) Working Days after any insurance claim in excess of £5m relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Buyer) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Buyer any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

PART A: THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE

1. Insured

The Supplier

2. Interest

2.1 To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

2.1.1 death or bodily injury to or sickness, illness or disease contracted by any person; and

2.1.2 loss of or damage to physical property;

happening during the period of insurance (as specified in Paragraph 5) and arising out of or in connection with the provision of the Deliverables and in connection with this Contract.

3. Limit of indemnity

3.1 Not less than £5m in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period, but £5m in the aggregate per annum in respect of products and pollution liability (to the extent insured by the relevant policy).

4. Territorial limits

4.1 United Kingdom

5. Period of insurance

From the date of this Contract for the period of this Contract and renewable on an annual basis unless agreed otherwise by the Buyer in writing.

6. Cover features and extensions

Indemnity to principals clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of death or bodily injury or third party property damage arising out of or in connection with this Contract and for which the Supplier is legally liable.

7. Principal exclusions

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment.

- 7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
- 7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended, unexpected and accidental occurrence.

8. Maximum deductible threshold

Not to exceed **£5m** for each and every third party property damage claim (personal injury claims to be paid in full).

PART B: UNITED KINGDOM COMPULSORY INSURANCES

The Supplier shall meet its insurance obligations under applicable Law in full, including, United Kingdom employers' liability insurance and motor third party liability insurance.

PART C: ADDITIONAL INSURANCES

Schedule 24 (Financial Difficulties)

1. Definitions

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

"Applicable Financial Indicators"	means the financial indicators from Part C of Annex 2 which are to apply to the Monitored Suppliers as set out in Part B of Annex 3;
"Credit Rating Threshold"	the minimum credit rating level for each entity in the FDE Group as set out in Part A of Annex 2;
"Credit Reference Agencies"	the credit reference agencies listed in Part B of Annex 1;
"Credit Score Notification Trigger"	the minimum size of any downgrade in a credit score, set out in Part B of Annex 2, which triggers a Credit Score Notification Trigger Event;
"Credit Score Notification Trigger Event"	any downgrade of a credit score which is equal to or greater than the Credit Score Notification Trigger;
"Credit Score Threshold"	the minimum credit score level for each entity in the FDE Group as set out in Part B of Annex 2;
"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 this Contract in the event that a Financial Distress Event occurs. This plan should include what the Buyer would need to put in place to ensure performance and delivery of the Deliverables in accordance with this Contract up to and including any Insolvency Event in respect of the relevant FDE Group entity;
"Financial Indicators"	in respect of the Supplier, Key Sub-contractors and the Guarantor, means each of the financial indicators set out at Part C of Annex 2; and in respect of each Monitored Supplier, means those Applicable Financial Indicators;
"Financial Target Thresholds"	means the target thresholds for each of the Financial Indicators set out at Part C of Annex 2;

"Primary Metric"	credit score pursuant to Paragraph 4.3
"Monitored Supplier"	those entities specified in Part B of Annex 3; and
"Rating Agencies"	the rating agencies listed in Part A of 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 FDE Group and the consequences of a change to that financial standing.
- 2.2 The terms of this Schedule shall survive under this Contract until the termination or expiry of this Contract.

3. Credit Ratings

- 3.1 The Supplier warrants and represents to the Buyer that as at the Effective Date the long term credit ratings issued for each entity in the FDE Group by each of the Rating Agencies are as set out in Part A of Annex 2.
- 3.2 The Supplier shall:
 - 3.2.1 regularly monitor the credit ratings of each entity in the FDE Group with the Rating Agencies; and
 - 3.2.2 promptly (and in any event within five (5) Working Days) notify the Buyer in writing if there is any downgrade in the credit rating issued by any Rating Agency for any entity in the FDE Group.
- 3.3 For the purposes of determining whether a Financial Distress Event has occurred, and for the purposes of determining relief under Paragraph 8 if credit rating is the Primary Metric, the credit rating of an FDE Group entity shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have given a credit rating level for that FDE Group entity which is below the applicable Credit Rating Threshold.

4. Credit Scores

- 4.1 The Supplier warrants and represents to the Buyer that as at the Effective Date the credit scores issued for each entity in the FDE Group by each of the Credit Reference Agencies are as set out in Part B of Annex 2.
- 4.2 The Supplier shall:
 - 4.2.1 regularly monitor the credit scores of each entity in the FDE Group with the Credit Reference Agencies; and
 - 4.2.2 promptly notify (or shall procure that its auditors promptly notify) the Buyer in writing if there is any Credit Score Notification Trigger Event for any entity in the FDE Group (and in any event within five (5) Working Days).

- 4.3 For the purposes of determining whether a Financial Distress Event has occurred, and for the purposes of determining relief under Paragraph 8 if credit score is the Primary Metric, the credit score of an FDE Group entity shall be deemed to have dropped below the applicable Credit Score Threshold if any of the Credit Reference Agencies have given a credit score for that FDE Group entity which is below the applicable Credit Score Threshold.

5. Financial Indicators

- 5.1 The Supplier shall monitor and report on the Financial Indicators for each entity in the FDE Group against the Financial Target Thresholds at least at the frequency set out for each at Part C of Annex 2 (where specified) and in any event, on a regular basis and no less than once a year within one hundred and twenty (120) days after the accounting reference date
- 5.2 Subject to the calculation methodology set out at Annex 4 of this Schedule, the Financial Indicators and the corresponding calculations and thresholds used to determine whether a Financial Distress Event has occurred in respect of those Financial Indicators, shall be as set out in Appendix I: *Standard Financial Ratios of Assessing and Monitoring the Economic and Financial Standing of Bidders and Suppliers – May 2021* (as amended, supplemented or replaced from time to time) which as at the Effective Date can be found at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/987132/Assessing_and_monitoring_the_economic_and_financial_standing_of_suppliers_guidance_note_May_2021.pdf

- 5.3 Each report submitted by the Supplier pursuant to Paragraph 5.1 shall:
- 5.3.1 be a single report with separate sections for each of the FDE Group entities;
 - 5.3.2 contain a sufficient level of information to enable the Buyer to verify the calculations that have been made in respect of the Financial Indicators;
 - 5.3.3 include key financial and other supporting information (including any accounts data that has been relied on) as separate annexes; and
 - 5.3.4 be based on the audited accounts for the date or period on which the Financial Indicator is based or, where the Financial Indicator is not linked to an accounting period or an accounting reference date, on unaudited management accounts prepared in accordance with their normal timetable; and
 - 5.3.5 include a history of the Financial Indicators reported by the Supplier in graph form to enable the Buyer to easily analyse and assess the trends in financial performance.
- 5.4 For the purposes of determining whether a Financial Distress Event has occurred, and for the purposes of determining relief under Paragraph 8 if

financial indicators are the Primary Metric, the Financial Indicator of an FDE Group entity shall be deemed to have dropped below the applicable Financial Target Threshold if:

- 5.4.1 a report submitted by the Supplier pursuant to Paragraph 5.1 shows that any FDE Group entity has failed to meet or exceed the Financial Target Threshold for the Financial Indicator(s) set out in Part C of Annex 2 of this Schedule;
- 5.4.2 a report submitted by the Supplier pursuant to Paragraph 5.1 does not comply with the requirements set out in Paragraph 5.3; or
- 5.4.3 the Supplier does not deliver a report pursuant to Paragraph 5.3 in accordance with the applicable monitoring and reporting frequency.

6. What happens if there is a financial distress event

- 6.1 The Supplier shall promptly notify (or shall procure that its auditors promptly notify) the Buyer 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.
- 6.2 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if the Buyer becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Buyer shall have the rights and remedies as set out in Paragraphs 6.4 to 6.6.
- 6.3 In the event that a Financial Distress Event arises due to a Key Subcontractor notifying the Buyer that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, the Buyer shall not exercise any of its rights or remedies under Paragraph 6.4 without first giving the Supplier ten (10) Working Days to:
 - 6.3.1 rectify such late or non-payment; or
 - 6.3.2 demonstrate to the Buyer's reasonable satisfaction that there is a valid reason for late or non-payment.
- 6.4 The Supplier shall (and shall procure that each Additional FDE Group Member shall):
 - 6.4.1 at the request of the Buyer meet the Buyer 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 this Contract and delivery of the Deliverables in accordance this Contract; and

- 6.4.2 where the Buyer reasonably believes (taking into account the discussions and any representations made under Paragraph 6.4.1) that the Financial Distress Event could impact on the continued performance of this Contract and delivery of the Deliverables in accordance with this Contract:
- (a) submit to the Buyer 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);
 - (b) use reasonable endeavours to put in place the necessary measures with each Additional FDE Group Member to ensure that it is able to provide financial information relating to that Additional FDE Group Member to the Buyer; and
 - (c) provide such financial information relating to FDE Group entity as the Buyer may reasonably require.
- 6.5 If the Buyer 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 the Buyer 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 either:
- 6.5.1 Approved;
 - 6.5.2 referred, by notice sent by either Party to the other Party explaining why it thinks the Financial Distress Service Continuity Plan has not been Approved, to commercial negotiation led by senior representatives who have authority to agree the Financial Distress Service Continuity Plan (to be held within 28 days of the date of the notice); or
 - 6.5.3 finally rejected by the Buyer.
- 6.6 Following Approval of the Financial Distress Service Continuity Plan by the Buyer, the Supplier shall:
- 6.6.1 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 this Contract and delivery of the Deliverables in accordance with this Contract;
 - 6.6.2 provide a written report of the results of each review and assessment carried out under Paragraph 6.6.1 to the Buyer;

- 6.6.3 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 6.6.1, submit an updated Financial Distress Service Continuity Plan to the Buyer for its Approval, and the provisions of Paragraphs 6.5 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
 - 6.6.4 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 6.7 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 the Buyer and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 6.6.

7. When the Buyer can terminate for financial distress

- 7.1 The Buyer shall be entitled to terminate this Contract for Material Default if:
- 7.1.1 the Supplier fails to notify the Buyer of a Financial Distress Event in accordance with Paragraph 6.1;
 - 7.1.2 the Supplier fails to comply with any part of Paragraph 6.4;
 - 7.1.3 subject to Paragraph 7.2, the Buyer finally rejects a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 6.5.3;
 - 7.1.4 the senior representatives who have authority to agree the Financial Distress Service Continuity Plan (acting reasonably) do not meet within 28 days of the date of the notice of referral pursuant to Paragraph 6.5.2;
 - 7.1.5 the senior representatives who have authority to agree the Financial Distress Service Continuity Plan (acting reasonably) do not agree the Financial Distress Service Continuity Plan after it has been referred pursuant to Paragraph 6.5.2; and/or
 - 7.1.6 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 6.6.4,

and the consequences of termination in Clause 14.5.1 shall apply.

- 7.2 A Material Default may only occur under Paragraph 7.1.3 after the expiry of the first five (5) Working Days period for the Supplier to submit a revised draft of the first draft of the Financial Distress Service Continuity Plan starting on and from the date on which the Buyer first notified the Supplier that Supplier must submit a revised draft of the first draft Financial Distress Service Continuity Plan.

8. What happens If your Primary Metric is still good

Without prejudice to the Supplier's obligations and the Buyer's rights and remedies under Paragraph 6, if, following the occurrence of a Financial Distress Event, the Supplier evidences to the Buyer's satisfaction that the Primary Metric shows that the Financial Distress Event no longer exists, then:

- 8.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 6.4 to 6.6; and
- 8.2 the Buyer shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 6.4.2(c)).

ANNEX 1: RATING AGENCIES AND CREDIT REFERENCE AGENCIES

Part A: Rating Agencies

Dun & Bradstreet

Financial Strength Indicator	Tangible Net Worth (in £)	
Net Worth	From	To
5A	35,000,000	And above
4A	15,000,000	34,999,999
3A	7,000,000	14,999,999
2A	1,500,000	6,999,999
1A	700,000	1,499,999
A	350,000	699,999
B	200,000	349,999
C	100,000	199,999
D	70,000	99,999
E	35,000	69,999
F	20,000	34,999
G	8,000	19,999
H	0	7,999
Alternate Symbols Used		
N	Negative net worth	
O	Net worth undetermined (accounts)	

Score	Risk Indicator	Probability of Failure
86 – 100	1	Minimum Risk
51 – 85	2	Lower than average risk
11 – 50	3	Higher than average risk
1 – 10	4	High risk
-	-	Insufficient information

Part B: Credit Reference Agencies

ANNEX 2: CREDIT RATINGS, CREDIT SCORES AND FINANCIAL INDICATORS

Part A: Credit Rating

Entity	Credit rating (long term)	Credit Rating Threshold
Supplier	5A	2A or above
Guarantor		
Key Subcontractor		1 level below the actual Dun & Bradstreet Financial Strength Indicator and/or the Risk Indicator issued for the Key Subcontractor at the Effective Date
Monitored Supplier		1 level below the actual Dun & Bradstreet financial Strength Indicator and/or the Risk Indicator issued for the Key Subcontractor at the Effective Date

Part B: Credit Score

Entity	Credit score	Credit Score Notification Trigger	Credit Score Threshold
Supplier	■	■	■
Guarantor			
Key Subcontractor			
Monitored Supplier			

Part C: Financial Indicators

Financial Indicator	Calculation¹	Financial Target Threshold:	Monitoring and Reporting Frequency
1 Turnover Ratio The Turnover Ratio is used to understand how large the contract is compared to the annual revenue of a bidder for the contract. A larger number might suggest that the bidder can accommodate the contract more easily and be better able to deliver the contract.	Turnover Ratio = Bidder Annual Revenue / Expected Annual Contract Value	1.5 - 2.0x	Tested and reported yearly in arrears within 120 days of each accounting reference date based upon figures for the 12 months ending on the relevant accounting reference date.

ANNEX 3 – ADDITIONAL FDE GROUP MEMBERS AND MONITORED SUPPLIERS

Part A: Additional FDE Group Members

1. Guarantor (if any)
2. Key-Subcontractors; and
3. Monitored Suppliers;

Part B: Monitored Suppliers – to be completed upon award of contract.

Entity Name	Company Number	Applicable Financial Indicators
		(these are the Financial Indicators from the table in Part C of Annex 2 which are to apply to the Monitored Suppliers)
██████████ ██████████ ██████████ ██████████	██████████	██ ██ ██

Schedule 25 (Rectification Plan)

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

	[...]	[date]	
Signed by the Supplier:		Date:	
Review of Rectification Plan Buyer			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for rejection (if applicable)	[add reasons]		
Signed by Buyer		Date:	

Schedule 26 (Sustainability)

1. Definitions

“Modern Slavery Assessment Tool”	means the modern slavery risk identification and management tool which can be found online at: https://supplierregistration.cabinetoffice.gov.uk/msat
“Supply Chain Map”	means details of (i) the Supplier, (ii) all Subcontractors and (iii) any other entity that the Supplier is aware is in its supply chain that is not a Subcontractor, setting out at least: (a) the name, registered office and company registration number of each entity in the supply chain; (b) the function of each entity in the supply chain; and (c) the location of any premises at which an entity in the supply chain carries out a function in the supply chain; and
“Waste Hierarchy”	means prioritisation of waste management in the following order of preference as set out in the Waste (England and Wales) Regulation 2011: (a) Prevention; (b) Preparing for re-use; (c) Recycling; (d) Other Recovery; and (e) Disposal.

Part A

1. Public Sector Equality Duty

- 1.1 In addition to legal obligations, where the Supplier is providing a Deliverable to which the Public Sector Equality duty applies, the Supplier shall support the Buyer in fulfilling its Public Sector Equality duty under S149 of the

Equality Act 2010 by ensuring that it fulfils its obligations under this Contract in a way that seeks to:

- 1.1.1 eliminate discrimination, harassment or victimisation and any other conduct prohibited by the Equality Act 2010; and
- 1.1.2 advance:
 - (a) equality of opportunity; and
 - (b) good relations,between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

2. Employment Law

The Supplier must perform its obligations meeting the requirements of all applicable Law regarding employment.

3. Modern Slavery

3.1 The Supplier:

- 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
- 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identity papers with the employer and shall be free to leave their employer after reasonable notice;
- 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;
- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world;
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world;
- 3.1.6 shall have and maintain throughout the Term its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under this Contract;
- 3.1.8 shall prepare and deliver to the Buyer, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with this Paragraph 3;

- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery, trafficking, forced labour, child labour, involuntary prison labour or labour rights abuses by it or its Subcontractors to the Buyer and Modern Slavery Helpline and relevant national or local law enforcement agencies;
- 3.1.12 if the Supplier is in Default under Paragraphs 3.1.1 to 3.1.11 of this Part A of Schedule 26 the Buyer may by notice:
 - (a) require the Supplier to remove from performance of this Contract any sub-contractor, Supplier Personnel or other persons associated with it whose acts or omissions have caused the Default; or
 - (b) immediately terminate this Contract and the consequences of termination set out in Clause 14.5.1 of the Core Terms shall apply; and
- 3.1.13 shall, if the Supplier or the Buyer identifies any occurrence of modern slavery connected to this Contract, comply with any request of the Buyer to follow the Rectification Plan Process to submit a remedial action plan which follows the form set out in Annex D of the Tackling Modern Slavery in Government Supply Chains guidance to PPN 02/23 (Tackling Modern Slavery in Government Supply Chains).
- 3.2 If the Supplier notifies the Buyer pursuant to Clause 3.1.11 it shall respond promptly to the Buyer's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with this Contract.
- 3.3 If the Supplier is in Default under Paragraph 3.1 of this Part A of Schedule 26 the Buyer may by notice:
 - 3.3.1 require the Supplier to remove from performance of this Contract any Sub-Contractor, Supplier Personnel or other persons associated with it whose acts or omissions have caused the Default; or
 - 3.3.2 immediately terminate this Contract and the consequences of termination set out in Clause 14.5.1 of the Core Terms shall apply.

4. Environmental Requirements

- 4.1 The Supplier must perform its obligations meeting in all material respects the requirements of all applicable Laws regarding the environment.
- 4.2 In performing its obligations under this Contract, the Supplier shall, where applicable to this Contract, to the reasonable satisfaction of the Buyer:
 - 4.2.1 prioritise waste management in accordance with the Waste Hierarchy as set out in Law;
 - 4.2.2 be responsible for ensuring that any waste generated by the Supplier and sent for recycling, disposal or other recovery as a consequence of this Contract is taken by a licensed waste carrier to an authorised site for treatment or disposal and that the disposal or treatment of waste complies with the Law; and
 - 4.2.3 ensure that it and any third parties used to undertake recycling, disposal or other recovery as a consequence of this Contract do so in a legally compliant way, and can demonstrate that reasonable checks are undertaken to ensure this on a regular basis and provide relevant data and evidence of recycling, recovery and disposal.
- 4.3 In circumstances that a permit, licence or exemption to carry or send waste generated under this Contract is revoked, the Supplier shall cease to carry or send waste or allow waste to be carried by any Subcontractor until authorisation is obtained from the Environment Agency.
- 4.4 In performing its obligations under this Contract, the Supplier shall to the reasonable satisfaction of the Buyer (where the anticipated Charges in any Contract Year are above £5 million per annum (excluding VAT)), where related to and proportionate to the contract in accordance with PPN 06/21), publish and maintain a credible Carbon Reduction Plan in accordance with PPN 06/21.
- 4.5 The Supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:
<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>.

5. Supplier Code of Conduct

- 5.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government which can be found online at:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.pdf
The Buyer expects to meet, and expects its suppliers and subcontractors to meet, the standards set out in that Code.

6. Reporting

The Supplier shall comply with reasonable requests by the Buyer for information evidencing compliance with any of the requirements in Paragraphs 1-5 of this Part A above within fourteen (14) days of such request, provided that such requests are limited to two (2) per requirement per Contract Year.

Part B

Defra Group specific sustainability requirements:

1. Sustainability

- 1.1 The Supplier must comply with the Authority's Sustainability Requirements set out in this Contract. The Supplier must ensure that all Supplier Staff and subcontractors who are involved in the performance of the Contract are aware of these requirements in accordance with clauses 8.1 (c) and 13.2.
- 1.2 The Authority expects its suppliers and subcontractors to meet the standards set out in the Supplier Code of Conduct in accordance with clause 13.1(c).
- 1.3 The Supplier must comply with all legislation as per clause 13.1.
- 1.4 The Supplier shall ensure that any Goods or Services are designed, sourced, and delivered in a manner which is environmentally and socially responsible, always consistent with best practice environmental management and social standards, policy, and compliant with clause 1.3
- 1.5 The Supplier is expected to achieve continuous improvement in environmental and social performance.

2. Human Rights

- 2.1 The Authority is committed to ensuring that workers employed within its supply chains are treated fairly, humanely, and equitably. The Authority requires the Supplier to share this commitment and to take reasonable and use reasonable and proportionate endeavours to identify any areas of risk associated with this Contract to ensure that it is meeting the International Labour Organisation International Labour Standards which can be found online - [Conventions and Recommendations \(ilo.org\)](https://www.ilo.org/) and at a minimum comply with the Core Labour Standards, encompassing the right to freedom of association and collective bargaining, prohibition of forced labour, prohibition of discrimination and prohibition of child labour.
- 2.2 **The Supplier must ensure that it and its sub-contractors and its supply chain:**

- 2.2.1 pay staff fair wages and
- 2.2.2 implement fair shift arrangements, providing sufficient gaps between shifts, adequate rest breaks and reasonable shift length, and other best practices for staff welfare and performance.

3 Human Rights - Modern Slavery, Child Labour, Inhumane Treatment

- 3.2 The Supplier must ensure its Supplier Staff and its sub-contractors and its or their supply chain comply with the provisions of the Modern Slavery Act 2015 including Section 54 of the Act which requires certain organisations to publish annual modern slavery statements and the Supplier throughout the Term:
 - 3.2.1 shall not use, nor allow its sub-contractors and its supply chain to use forced, bonded, child or involuntary prison labour throughout operations and supply chains and implement appropriate due diligence procedures to ensure there is no modern slavery in any of its supply chain
 - 3.2.2 shall forbid any supplier staff or subcontractor staff to lodge deposits or identity papers with the employer and they shall be free to leave their employer after reasonable notice;
 - 3.2.3 shall take appropriate measures to ensure workers in their operations and workers in sub-contractors are not paying recruitment fees to secure employment and where identified they are remedied;
 - 3.2.4 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;

- 3.2.5 warrants and represents that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world;
- 3.2.6 shall share social audit reports of their subcontractors if the buyer requests and cooperate with the buyer to undertake additional human rights audits of sub-contractors if the buyer requests;
- 3.2.7 shall make reasonable enquiries to ensure that the Supplier Staff, its sub-contractors, and their supply chain have not been convicted of slavery or human trafficking offences anywhere around the world;
- 3.2.8 shall implement due diligence measures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the Contract;
- 3.2.9 shall work with their subcontractors to remedy any labour abuses uncovered in operations or supply chains. This will include the submission, agreement and delivery of an action plan to remedy any modern slavery issues;
- 3.2.10 shall not use, nor allow its subcontractors or its or their Supplier Staff to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or sub-contractors;
- 3.2.11 shall report the discovery or suspicion of any slavery or trafficking by it or its sub-contractors and its supply chain to the Authority; and
- 3.2.12 Terminate a sub-contract, if the sub-contractor is in breach of any of the terms of the sub-contract relating to modern slavery and human rights issues, provided steps have been taken to ensure workers are not harmed as a result. This should only be triggered as a very last resort and where the supplier does not take steps to resolve the situation.

4 Equality, Diversity, and Inclusion (EDI)

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

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

4.3 The Supplier is responsible for;

4.3.1 ensuring that it shows due regard for EDI, including within its policies, programmes, projects, and processes and work carried out on its behalf to meet Contract deliverables; and

4.3.2 how it creates and maintains a diverse workforce.

4.4 The Supplier must take all necessary steps, and inform the Authority of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) in the performance of the Contract.

5. Environment

5.1 In this section, the following term has the following meaning:

“Net zero” means the balance between the production of man-made greenhouse gases (GHGs) from sources (such as burning fossil fuels, deforestation and refrigerant gases) and the capture in “sinks” (for example, forests, soil, the ocean and negative emission technologies (NETs).

5.2 The Supplier must have a documented management system and controls in place to manage the environmental impacts relevant and proportionate to the Contract.

5.3 The Supplier must consider and reduce sustainability impacts which are relevant to the Contract in accordance with 5.2. Without limitation to the generality of paragraph 1.3 of this Annex, when performing its obligations under the Contract the Supplier shall to the reasonable satisfaction of the Authority:

5.3.1 demonstrate that the solutions and the Deliverables eliminate and/or reduce the impacts of embodied carbon and support the Government and Authority in meeting their net zero carbon commitments;

5.3.2 demonstrate that the whole life cycle impacts (including end of use) have been considered and reduced;

5.3.3 minimise the consumption of resources and use them efficiently (including water and energy), working towards a circular economy including designing out waste and non-renewable resources, using re-use and closed loop systems;

5.3.4 reduce use of single use consumable items (including packaging), and avoid single use plastic in line with Government Commitments;

5.3.5 avoid use of products that are linked to unsustainable forest management and deforestation;

5.3.6 comply with Government Buying Standards applicable to Deliverables and use reasonable endeavours to support the Authority in meeting applicable Greening Government Commitments; and

5.3.7 look to enhance the natural environment and connect communities with it.

5.4 The Supplier must demonstrate to the Authority the steps that it is taking to further the protection of the environment including:

- 5.4.1 understanding and reducing relevant biosecurity risks (including those relating to plant and tree health from harmful pests and diseases and from Invasive Non-Native Species);
 - 5.4.2 reducing and eliminating hazardous/harmful substances to the environment; and
 - 5.4.3 preventing pollution.
 - 5.4.4 Should an environmental incident occur or if there is a significant near miss these must be reported to the Environment Agency Incident Hotline at the earliest opportunity, and then to the Authority.
- 5.5. In addition, to 5.3.3 and 5.3.4, the Supplier, its sub-contractors; and its or their supply chain must;
- 5.5.1 prioritise waste management in accordance with the waste management hierarchy as set out in Law;
 - Waste hierarchy;
 - (a) prevention;
 - (b) preparing for re-use;
 - (c) recycling;
 - (d) other recovery, e.g. energy recovery; and
 - (e) disposal.
 - 5.5.2 be responsible for ensuring that any waste generated by the Supplier and its sub-contractors; and its supply chain is sent for recycling, disposal or other recovery as a consequence of this Contract and is taken by a licensed waste carrier to an authorised site for treatment or disposal and that the disposal or treatment of waste complies with Law;
 - 5.5.3 ensure that it and its sub-contractors; and its supply chain used to undertake recycling disposal or other recovery as a consequence of this Contract do so in a legally compliant way, undertake reasonable checks on a regular basis to ensure this and provide relevant data and evidence of recycling, recovery and disposal;
 - 5.5.4 inform the Authority within one Working Day in the event that a permit, licence or exemption to carry or send waste generated under this Contract is revoked and in circumstances where a permit, licence or exemption to carry or send waste generated under this Contract is revoked the Supplier shall cease to carry or send waste or allow waste to be carried by any sub-contractor until authorisation is obtained from the Authority.

7. Biosecurity and Invasive and Non-native species

- 7.1 Diseases, parasites and invasive non-native species can cause serious harm to the environment and our economy. Good biosecurity is essential to reduce

the risk that we spread these damaging organisms.

7.2 Everybody who visits site must:

7.2.1 Ensure that all clothing/PPE, plant and equipment will comply with the Check, Clean, Dry approach specifically following the guidance for Biosecurity in the Field. The non-native species secretariat website has a variety of resources including identification sheets that may assist you.

7.2.2 Check - Check your construction plant, equipment and clothing for living organisms, seeds, propagules and rhizomes. Pay particular attention to areas that are damp or hard to inspect.

7.2.3 Clean - Clean and wash all plant, equipment, footwear (pay particular attention to the cleats/tread and clothes thoroughly, preferably with hot water. If you do come across any organisms, leave them at the location where you found them.

7.2.4 Dry - Dry all plant, equipment and clothing. Clothing needs to be thoroughly dried before wearing to prevent biological hazards. Plant and equipment can be left overnight to dry naturally - some species can live for many days in moist conditions. Make sure you don't transfer them elsewhere.

7.3 The Environment Agency operate in a number of sensitive environments that can be irretrievably damaged by the introduction of plants, animal species and diseases not associated with these areas.

7.4 We expect Contractors and their supply chain to have robust bio-security arrangements for either owned or hired in plant and equipment. As a minimum this would include the following:

7.4.1 All construction Plant and Equipment delivered to sites must be clean and without any visible plant matter, mud and debris.

7.4.2 Prior to removal, Plant and Equipment must be cleaned of all visible plant matter, mud and debris prior to removal.

7.4.3 Once back at the depot, all equipment should be thoroughly cleaned ideally with a steam jet wash. All equipment should be allowed to drain and dry (following the 'Clean, Check, Dry' principles) before being hired out again or transported to another site.

7.4.4 Periodically, suppliers will be expected to audit these arrangements.

8. Other requirements

8.1 The products provided/used as part of this contract must as a minimum.

8.2 Seek to avoid using virgin, finite resources, and use materials and products that are from recycled or renewable sources. The purchase of products and

materials from closed loop and re-use systems will be prioritised.

- 8.3 The suppliers must actively reduce the number of resources that will be used to deliver this contract throughout its duration.
- 8.4 The suppliers must in all instances ensure that only the minimum amount of packaging is used and look at ways to reducing this throughout the contract period. The suppliers are to provide 100% reusable or recyclable packaging.
- 8.5 All paint used should be lead free and should not contain any VOC's or heavy metals which could be detrimental to wildlife.
- 8.6 Reduce the use of hazardous substances.
- 8.7 All hydraulic oils supplied in equipment purchased under this contract must be defined as "Readily Biodegradable" and meet OECD 301B. If equipment is at any point filled with conventional oil before delivery it must be sufficiently flushed through to prevent contamination.
- 8.8 Non-solvent-based degreasers must be used in all cases.
- 8.9 Ensure that all equipment is operating in line with its design specification at its most efficient to ensure running costs, carbon emissions and air pollutant emissions are at their lowest.
- 8.10 Ensure the robust containment of all oils, fuel, and lubricants to minimise the risk of leaks and spills during operation.

9. Social Value

- 9.1 The Supplier will support the Authority in highlighting opportunities to provide wider social, economic, or environmental benefits to local and/or national communities through the delivery of the Contract. Where included as part of the Contract the Supplier will provide details to the Authority of the approach taken and benefits delivered.
- 9.1 The Supplier will ensure that supply chain opportunities are inclusive and accessible to:
 - 9.1.1 new businesses and entrepreneurs;
 - 9.1.2 small and medium enterprises (SMEs);
 - 9.1.3 voluntary, community and social enterprise (VCSE) organisations; and
 - 9.1.4 mutuals; and
 - 9.1.5 other underrepresented business groups.
- 9.2 The Supplier will identify barriers to these organisations and work actively to remove them, ensuring equal opportunities to compete.

9.3 The Contracts Finder website can be used to help advertise any subcontracting opportunities outside the established supply chain. Other routes advertising to SMEs, VCSE organisations and other underrepresented business groups should be sought to highlight opportunities and encourage a diverse and inclusive supply base.

10 Environmental – Further Requirements

10.2 The Supplier warrants that it has obtained relevant Environment Management System (EMS) certified to ISO 14001 or an equivalent certification from a UKAS accredited body and shall comply with and maintain certification requirements throughout the Term.

10.3 The Supplier shall inform the Buyer within one Working Day in the event that a permit, licence or exemption to carry or send waste generated under this Contract is revoked.

11 Management Information

11.2 Working towards net zero carbon: provide baseline carbon emissions within 3 months of contract award, provide ongoing data on time as agreed (minimum quarterly and deliver 10% reduction in carbon emissions per year.

11.3 Recognising this contract will run for up to 4 years, there will be new initiatives, targets and approaches that if appropriate will be introduced to the contract during its lifetime.

Further Reporting Requirements

11.4 The Supplier shall comply with reasonable requests by the Buyer for information evidencing compliance with any of the requirements in Paragraphs 1 and 2 of this Part B above within thirty (30) days of such request, provided that such requests are limited to two per requirement per Contract Year.

11.5 The Supplier shall complete the reports in Table A of this Part B in relation to its provision of the Deliverables under this Contract and provide these to the Buyer on the date and frequency outlined in Table A of this Part B.

Table A

Sustainability Report Name	Content of Report	Frequency of Report
Sustainability - General	As proportionate and relevant to this Contract, the key sustainability impacts identified; the sustainability improvements planned or delivered; and the risks to the Deliverables of climate change, including mitigation, adaptation	On the anniversary of the Effective Date

Sustainability Report Name	Content of Report	Frequency of Report
	and continuity plans employed by the Supplier in response to those risks.	
Greenhouse Gas Emissions	Detail the Scope 1 and Scope 2 GHG emissions associated with the delivery of the contract. Scope 3 emissions to be reported as required (Optional) Emissions reporting should be in accordance with established best practice and internationally accepted standards. Greenhouse gas reporting from emissions sources (Scope 1, Scope 2 and Scope 3), and specific activities as requested by the Buyer. This may include activities such as transportation, energy use and waste disposal.	On the anniversary of the Effective Date

Schedule 27 (Key Subcontractors)

1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under this Contract to the Key Subcontractors set out in the Award Form.
- 1.2 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 the Buyer and the Supplier shall, at the time of requesting such consent, provide the Buyer with the information detailed in Paragraph 1.4. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Award Form. The Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.2.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.2.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.2.3 the proposed Key Subcontractor employs unfit persons.
- 1.3 The Supplier shall provide the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.3.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.3.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.3.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.3.4 the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Contract Period; and
 - 1.3.5 (where applicable) Credit Rating Threshold (as defined in Schedule 24 (Financial Difficulties)) of the Key Subcontractor.
- 1.4 If requested by the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.3, the Supplier shall also provide:
 - 1.4.1 a copy of the proposed Key Sub-Contract; and
 - 1.4.2 any further information reasonably requested by the Buyer.

- 1.5 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
 - 1.5.1 provisions which will enable the Supplier to discharge its obligations under the this Contract;
 - 1.5.2 a right under CRTPA for the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Buyer;
 - 1.5.3 a provision enabling the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
 - 1.5.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Buyer;
 - 1.5.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under this Contract in respect of:
 - a) the data protection requirements set out in Clause 18 (Data protection);
 - b) the FOIA and other access request requirements set out in Clause 20 (When you can share information);
 - c) the obligation not to embarrass the Buyer or otherwise bring the Buyer into disrepute;
 - d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
 - 1.5.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Buyer under Clauses 14.4 (When the Buyer can end this Contract) and 14.5 (What happens if this Contract ends) of this Contract;
 - 1.5.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of the Buyer; and
 - 1.5.8 a provision enabling the Supplier, the Buyer or any other person on behalf of the Buyer to step-in on substantially the same terms as are set out in Clause 13 (Step-in rights).
- 1.6 The Supplier shall not terminate or materially amend the terms of any Key Sub-Contract without the Buyer's prior written consent, which shall not be unreasonably withheld or delayed.

Schedule 28 (ICT Services)

1. Definitions

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

"Emergency Maintenance"	ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;
"Licensed Software"	all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Contract, including any COTS Software;
"Maintenance Schedule"	has the meaning given to it in Paragraph 8 of this Schedule;
"New Release"	an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
"Operating Environment"	means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: (a) the Deliverables are (or are to be) provided; or (b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or (c) where any part of the Supplier System is situated;
"Permitted Maintenance"	has the meaning given to it in Paragraph 8.2 of this Schedule;
"Quality Plans"	has the meaning given to it in Paragraph 6.1 of this Schedule;
"Sites"	has the meaning given to it in Schedule 1 (Definitions), and for the purposes of this

Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;

2. When this Schedule should be used

- 2.1 This Schedule is designed to provide additional provisions necessary to facilitate the provision of ICT Services which are part of the Deliverables.

3. Buyer due diligence requirement

- 3.1 The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following:
- 3.1.1 suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Effective Date) future Operating Environment;
 - 3.1.2 operating processes and procedures and the working methods of the Buyer;
 - 3.1.3 ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
 - 3.1.4 existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.
- 3.2 The Supplier confirms that it has advised the Buyer in writing of:
- 3.2.1 each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services;
 - 3.2.2 the actions needed to remedy each such unsuitable aspect; and
 - 3.2.3 a timetable for and the costs of those actions.

4. Licensed software warranty

- 4.1 The Supplier represents and warrants that:
- 4.1.1 it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Sub-Contractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Deliverables by the Buyer;
 - 4.1.2 all components of the Specially Written Software shall:
 - (a) be free from material design and programming errors;
 - (b) perform in all material respects in accordance with the relevant specifications contained in Schedule 10 (Service Levels) and Documentation; and

- (c) not infringe any IPR.

5. Provision of ICT Services

5.1 The Supplier shall:

- 5.1.1 ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or upgrade;
- 5.1.2 ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
- 5.1.3 ensure that the Supplier System will be free of all encumbrances;
- 5.1.4 ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;
- 5.1.5 minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables.

6. Standards and Quality Requirements

- 6.1 The Supplier shall develop, in the timescales specified in the Award Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").
- 6.2 The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.
- 6.3 Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
- 6.4 The Supplier shall ensure that the Supplier Personnel shall at all times during the Contract Period:
 - 6.4.1 be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;
 - 6.4.2 apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
 - 6.4.3 obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

7. ICT Audit

- 7.1 The Supplier shall allow any auditor access to the Supplier premises to:
 - 7.1.1 inspect the ICT Environment and the wider service delivery environment (or any part of them);
 - 7.1.2 review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
 - 7.1.3 review the Supplier's quality management systems including all relevant Quality Plans.

8. Maintenance of the ICT Environment

- 8.1 If specified by the Buyer in the Award Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.
- 8.2 Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.
- 8.3 The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance.
- 8.4 The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

9. Malicious Software

- 9.1 The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
- 9.2 If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.
- 9.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Paragraph 9.2 shall be borne by the Parties as follows:
 - 9.3.1 by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that

such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and

- 9.3.2 by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

Schedule 30 (Exit Management)

1. Definitions

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

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier or a Key Subcontractor 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 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 or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes;
"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;
"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; and
"Virtual Library"	the data repository hosted by the Supplier containing the accurate information about this Contract and the Deliverables in accordance with Paragraph 2.2 of this Schedule.

2. Supplier must always be prepared for contract exit

- 2.1 The Supplier shall within thirty (30) days from the Effective Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 2.2 During the Contract Period, the Supplier shall within thirty (30) days from the Effective Date (or such other period as is specified in the Award Form) create and maintain a Virtual Library containing:
 - 2.2.1 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
 - 2.2.2 a configuration database detailing the technical infrastructure, a schedule of the IPRs (consistent with Annex 1 of Schedule 36 (Intellectual Property) which the Buyer reasonably requires to benefit from the Deliverables (including who is the owner of such IPRs, the contact details of the owner and whether or not such IPRs are held in escrow), any plans required to be delivered by the Supplier pursuant to Schedule 14 (Business Continuity and Disaster Recovery) or Schedule 24 (Financial Difficulties) and operating procedures through which the Supplier provides the Deliverables, and the Supplier shall ensure the Virtual Library is structured and maintained in accordance with open standards and the security requirements set out in this Contract and is readily accessible by the Buyer at all times. All information contained in the Virtual Library should be maintained and kept up to date in accordance with the time period set out in the Award Form.
- 2.3 The Supplier shall add to the Virtual Library a list of Supplier Staff and Staffing Information (as that term is defined in Schedule 7 (Staff Transfer)) in connection with the Deliverables in accordance with the timescales set out in Paragraphs 1.1, 1.2 of Part E of Schedule 7 (Staff Transfer).
- 2.4 The Supplier shall:
 - 2.4.1 ensure that all Exclusive Assets listed in the Virtual Library are clearly physically identified as such; and
 - 2.4.2 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.
- 2.5 Each Party shall appoint an Exit Manager within three (3) Months of the Effective Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

- 3.1 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**").
- 3.2 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.
- 3.3 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).
- 3.4 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.

4. Exit Plan

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer a plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer (the "**Exit Plan**").
- 4.2 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.
- 4.3 The Exit Plan shall set out, as a minimum:
 - 4.3.1 how the Exit Information is obtained;
 - 4.3.2 a mechanism for dealing with partial termination on the assumption that the Supplier will continue to provide the remaining Deliverables under this Contract;
 - 4.3.3 the management structure to be employed during the Termination Assistance Period;
 - 4.3.4 a detailed description of both the transfer and cessation processes, including a timetable;
 - 4.3.5 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;

- 4.3.6 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;
 - 4.3.7 the scope of Termination Assistance that may be required for the benefit of the Buyer (including which services set out in Annex 1 are applicable);
 - 4.3.8 how Termination Assistance will be provided, including a timetable and critical issues for providing Termination Assistance;
 - 4.3.9 any charges that would be payable for the provision of Termination Assistance (calculated in accordance with Paragraph 4.4 below) together with a capped estimate of such charges;
 - 4.3.10 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;
 - 4.3.11 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;
 - 4.3.12 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
 - 4.3.13 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
 - 4.3.14 proposals for the disposal of any redundant Deliverables and materials;
 - 4.3.15 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
 - 4.3.16 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4 Any charges payable as a result of the Supplier providing Termination Assistance shall be calculated and charged in accordance with Schedule 3 (Charges). The Supplier shall be entitled to increase or vary the Charges only if it can demonstrate in the Exit Plan that the provision of Termination Assistance requires additional resources and, in any event, any change to the Charges resulting from the provisions of Termination Assistance will be strictly proportionate to the level of resources required for the provision of the Termination Assistance Services.
- 4.5 The Supplier shall:
- 4.5.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every six (6) months throughout the Contract Period;
 - (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
- 4.5.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.6 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.
- 4.7 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. Termination Assistance

- 5.1 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:
 - 5.1.1 the nature of the Termination Assistance required; and
 - 5.1.2 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 End Date.
- 5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:
 - 5.2.1 no such extension shall extend the Termination Assistance Period beyond the date eighteen (18) Months after the End Date; and
 - 5.2.2 the Buyer shall notify the Supplier of any such extension by serving not less than twenty (20) Working Days' written notice upon the Supplier.
- 5.3 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.
- 5.4 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).

6. Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the Supplier shall:
- 6.1.1 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;
 - 6.1.2 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;
 - 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
 - 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
 - 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date contents of the Virtual Library to the Buyer; and
 - 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 6.2 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.
- 6.3 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.

7. Obligations when the contract is terminated

- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2 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:
- 7.2.1 cease to use the Government Data;
 - 7.2.2 vacate any Buyer Premises;
 - 7.2.3 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;

- 7.2.4 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.

- 7.3 Upon partial termination, termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Assistance and its compliance with the other provisions of this Schedule), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party in respect of the terminated Services and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or Termination Assistance or for statutory compliance purposes.

8. Assets, Sub-contracts and Software

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

- 8.2.3 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. Where requested by the Supplier, the Buyer and/or its Replacement Supplier shall discuss in good faith with the Supplier which Transferable Contracts are used by the Supplier in matters unconnected to the Services or Replacement Services.
- 8.3 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.
- 8.4 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.
- 8.5 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:
 - 8.5.1 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
 - 8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 8.6 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.
- 8.7 The Buyer shall:
 - 8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
 - 8.7.2 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.
- 8.8 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.

8.9 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 23 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by third party beneficiaries by virtue of the CRTPA.

9. No charges

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.

10. Dividing the bills

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:

- 10.1 the amounts shall be annualised and divided by three hundred and sixty five (365) to reach a daily rate;
- 10.2 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
- 10.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Annex 1: Scope of Termination Assistance

1. Scope of Termination Assistance

- 1.1 The Buyer may specify that any of the following services will be provided by the Supplier as part of its Termination Assistance:
 - 1.1.1 notifying the Subcontractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;
 - 1.1.2 providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the Buyer and/or the Replacement Supplier after the end of the Termination Assistance Period;
 - 1.1.3 providing details of work volumes and staffing requirements over the twelve (12) Months immediately prior to the commencement of Termination Assistance;
 - 1.1.4 providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the Deliverables and re-writing and implementing these during and for a period of twelve (12) Months after the Termination Assistance Period;
 - 1.1.5 providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Deliverables and re-writing and implementing these such that they are appropriate for the continuation of provision of the Deliverables after the Termination Assistance Period;
 - 1.1.6 agreeing with the Buyer an effective communication strategy and joint communications plan which sets out the implications for Supplier Staff, Buyer staff, customers and key stakeholders;
 - 1.1.7 agreeing with the Buyer a handover plan for all of the Supplier's responsibilities as set out in the Security Management Plan;
 - 1.1.8 providing an information pack listing and describing the Deliverables for use by the Buyer in the procurement of the Replacement Deliverables;
 - 1.1.9 answering all reasonable questions from the Buyer and/or the Replacement Supplier regarding the Deliverables;
 - 1.1.10 agreeing with the Buyer and/or the Replacement Supplier a plan for the migration of the Government Data to the Buyer and/or the Replacement Supplier;
 - 1.1.11 providing access to the Buyer and/or the Replacement Supplier during the Termination Assistance Period and for a period not exceeding six (6) Months afterwards for the purpose of the smooth

transfer of the provision of the Deliverables to the Buyer and/or the Replacement Supplier:

- (a) to information and documentation relating to the Deliverables that is in the possession or control of the Supplier or its Subcontractors (and the Supplier agrees and will procure that its Subcontractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and
- (b) following reasonable notice and during the Supplier's normal business hours, to members of the Supplier Staff who have been involved in the provision or management of the provision of the Deliverables and who are still employed or engaged by the Supplier or its Subcontractors, including those employees filling the relevant Key Staff positions and Key Staff with specific knowledge in respect of the Exit Plan;

1.1.12 knowledge transfer services, including:

- (a) making available to the Buyer and/or the Replacement Supplier expertise to analyse training requirements and provide all necessary training for the use of tools by such staff at the time of termination or expiry as are nominated by the Buyer and/or the Replacement Supplier (acting reasonably);
- (b) transferring all training material and providing appropriate training to those Buyer and/or Replacement Supplier staff responsible for internal training in connection with the provision of the Deliverables;
- (c) providing as early as possible for transfer to the Buyer and/or the Replacement Supplier of all knowledge reasonably required for the provision of the Deliverables which may, as appropriate, include information, records and documents;
- (d) providing the Supplier and/or the Replacement Supplier with access to sufficient numbers of the members of the Supplier Staff or Subcontractors' personnel of suitable experience and skill and as have been involved in the design, development, provision or management of provision of the Deliverables and who are still employed or engaged by the Supplier or its Subcontractors; and
- (e) allowing the Buyer and/or the Replacement Supplier to work alongside and observe the performance of the Services by the Supplier at its Sites used to fulfil the Services (subject to compliance by the Buyer and the Replacement Supplier with any applicable security and/or health and safety restrictions,

and any such person who is provided with knowledge transfer services will sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require)).

1.2 The Supplier will:

- 1.2.1 provide a documented plan relating to the training matters referred to in Paragraph 1.1.12 for agreement by the Buyer at the time of termination or expiry of this Contract; and
- 1.2.2 co-operate fully in the execution of the handover plan agreed pursuant to Paragraph 1.1.7, providing skills and expertise of a suitable standard.

1.3 To facilitate the transfer of knowledge from the Supplier to the Buyer and/or its Replacement Supplier, the Supplier shall provide a detailed explanation of the procedures and operations used to provide the Services to the operations staff of the Buyer and/or the Replacement Supplier.

1.4 The information which the Supplier will provide to the Buyer and/or the Replacement Supplier pursuant to Paragraph 1.1.11 shall include:

- 1.4.1 copies of up-to-date procedures and operations manuals;
- 1.4.2 product information;
- 1.4.3 agreements with third party suppliers of goods and services which are to be transferred to the Buyer and/or the Replacement Supplier; and
- 1.4.4 key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Buyer pursuant to this Schedule,

and such information shall be updated by the Supplier at the end of the Termination Assistance Period.

1.5 During the Termination Assistance Period the Supplier shall grant any agent or personnel (including employees, consultants and suppliers) of the Replacement Supplier and/or the Buyer access, during business hours and upon reasonable prior written notice, to any Sites for the purpose of effecting a prompt knowledge transfer provided that:

- 1.5.1 any such agent or personnel (including employees, consultants and suppliers) having such access to any Sites shall:
 - (a) sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require); and
 - (b) during each period of access comply with the security, systems and facilities operating procedures of the Supplier relevant to such Site and that the Buyer deems reasonable; and
- 1.5.2 the Buyer and/or the Replacement Supplier shall pay the reasonable, proven and proper costs of the Supplier incurred in facilitating such access.

Schedule 36 (Intellectual Property Rights)

Part A: Intellectual Property Rights (no ICT Services)..... 2

Part B: Intellectual Property Rights (ICT Services) 3

1. Intellectual Property Rights – General Provisions 3

2. Ownership and delivery of IPR created under this Contract..... 4

3. Use of Supplier Existing IPRs and Third Party IPRs 5

4. Licences in respect of Supplier Existing IPR that is not COTS Software.. 6

5. Licences granted by the Buyer 8

6. Open Licence Publication..... 9

7. Patents 11



Part A: Intellectual Property Rights (no ICT Services)

Not used.

Part B: Intellectual Property Rights (ICT Services)

Option 1

1. Intellectual Property Rights – General Provisions

- 1.1. Each Party keeps ownership of its own Existing IPR.
- 1.2. Where either Party acquires, by operation of law, ownership of Intellectual Property Rights that is inconsistent with the requirements of this Schedule 36 (Intellectual Property Rights), it must assign in writing the Intellectual Property Rights concerned to the other Party on the other Party's request (whenever made).
- 1.3. Neither Party has the right to use the other Party's IPR, including any use of the other Party's names, logos or trademarks, except as expressly granted elsewhere under this Contract or otherwise agreed in writing.
- 1.4. Except as expressly granted elsewhere under this Contract, neither Party acquires any right, title or interest in or to the IPR owned by the other Party or any third party.
- 1.5. If the Supplier becomes aware at any time, including after the earlier of the End Date or date of termination, that, in respect of any Deliverable, the Buyer has not received the licences to Supplier Existing IPRs or Third Party IPRs required by Paragraphs 3 and 4, the Supplier must, within 10 Working Days notify the Buyer:
 - 1.5.1. the specific Intellectual Property Rights the Buyer has not received licences to; and
 - 1.5.2. the Deliverables affected.
- 1.6. For the avoidance of doubt:
 - 1.6.1. except as provided for in Paragraphs 4.3.4.2(a) or 3.1.6.2 and 3.1.4, the expiry or termination of this Contract does not of itself terminate the licences granted to the Buyer under Paragraphs 3 and 4;
 - 1.6.2. the award of this Contract or the ordering of any Deliverables does not constitute an authorisation by the Crown under:
 - 1.6.2.1. Sections 55 and 56 of the Patents Act 1977;
 - 1.6.2.2. section 12 of the Registered Designs Act 1949; or

1.6.2.3. sections 240 to 243 of the Copyright, Designs and Patents Act 1988.

2. Ownership and delivery of IPR created under this Contract

2.1. Any New IPR and Specially Written Software is owned by the Buyer, including:

2.1.1. the Documentation, Source Code and the Object Code of the Specially Written Software and any software elements of the New IPR; and

2.1.2. all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR,

(together, the **Software Supporting Materials**).

2.2. The Supplier must deliver to the Buyer:

2.2.1. the Specially Written Software;

2.2.2. any software elements of the New IPR;

2.2.3. relevant Documentation; and

2.2.4. all related Software Supporting Materials,

within seven (7) days of:

2.2.5. either:

2.2.5.1. initial release or deployment; or

2.2.5.2. if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone; and

2.2.6. each subsequent release or deployment of the Specially Written Software and any software elements of the New IPR.

2.3. Where the Supplier delivers materials to the Buyer under Paragraph 2.2, it must do so in a format specified by the Buyer. Where the Buyer specifies the material is to be delivered on media, the Buyer becomes the owner of the media containing the material on delivery.

2.4. Unless otherwise agreed in writing, the Supplier and the Buyer will record any Specially Written Software and New IPR in the table at Annex 1 to this Schedule and keep this updated throughout the Contract Period.

3. Use of Supplier Existing IPRs and Third Party IPRs

3.1. The Supplier must not:

- 3.1.1. embed Supplier Existing IPRs or Third Party IPRs in a Deliverable;
- 3.1.2. provide any Deliverable that requires Supplier Existing IPRs or Third Party IPRs to use that Deliverable for any of the purposes set out in Paragraph 4.4; or
- 3.1.3. provide any Deliverable that is a customisation or adaptation of those Supplier Existing IPRs or Third Party IPRs,

unless one or more of the following conditions apply:

- 3.1.4. for any Supplier Existing IPRs or Third Party IPRs that are not COTS Software, the Buyer provides Approval after receiving full details of the Supplier Existing IPRs or Third Party IPRs and their relationship to the Deliverables;
 - 3.1.5. in the case of Supplier Existing IPRs or Third Party IPRs that are, in each case, COTS Software all the following conditions are met:
 - 3.1.5.1. the Supplier has provided the Buyer with the applicable terms for the Supplier Existing IPRs or Third Party IPRs that are, in each case, COTS Software (which must be at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available); and
 - 3.1.5.2. the Buyer has not (in its absolute discretion) rejected those licence terms within ten (10) Working Days of the date on which they were provided to the Buyer;
 - 3.1.6. in the case of Third Party IPRs that are not COTS Software, the Buyer provides approval under Paragraph 3.1.4 and one of the following conditions is met:
 - 3.1.6.1. the owner or an authorised licensor of the relevant Third Party IPR has granted a direct Third Party IPR Licence on the terms set out in Paragraph 4.3, as if:
 - (a) the term Third Party IPRs were substituted for the term Supplier Existing IPR; and
 - (b) the term “third party” were substituted for the term Supplier,
- in each place they occur; or

3.1.6.2. if the Supplier cannot, after commercially reasonable endeavours, obtain for the Buyer a Third Party IPR licence as set out in Paragraph 3.1.6.1, all the following conditions are met:

- (a) the Supplier has notified the Buyer in writing giving details of:
 - (1) what licence terms can be obtained from the relevant third party; and
 - (2) whether there are providers which the Supplier could seek to use and the licence terms obtainable from those third parties;
- (b) the Buyer Approves the licence terms of one of those third parties; and
- (c) the owner and authorised licensor of the Third Party IPR has granted a direct licence of the Third Party IPR to the Buyer on those terms.

3.2. Where the Buyer has not rejected Supplier Existing IPRs or Third Party IPRs that are, in each case, COTS Software, the Supplier must notify the Buyer within five (5) Working Days of becoming aware that any of that COTS Software will in the next thirty-six (36) months no longer be:

- 3.2.1. maintained or supported by the developer; or
- 3.2.2. made commercially available.

4. Licences in respect of Supplier Existing IPR that is not COTS Software

4.1. Subject to the Buyer approving the use of Supplier Existing IPR under Paragraph 3, the Supplier grants the Buyer a Supplier Existing IPR Licence on the terms set out in Paragraph 4.3 in respect of each Deliverable where:

- 4.1.1. the Supplier Existing IPR that is not COTS Software is embedded in the Deliverable;
- 4.1.2. the Supplier Existing IPR that is not COTS Software is necessary for the Buyer to use the Deliverable for any of the purposes set out in Paragraph 4.4; or
- 4.1.3. the Deliverable is a customisation or adaptation of Supplier Existing IPR that is not COTS Software.

4.2. The categories of Supplier Existing IPR that is not COTS Software set out in Paragraph 4.1 are mutually exclusive.

4.3. The Supplier Existing IPR Licence granted by the Supplier to the Buyer is a non-exclusive, perpetual, royalty-free, irrevocable, transferable, sub-licensable, worldwide licence that:

4.3.1. in the case of Supplier Existing IPR that is not COTS Software embedded in a Deliverable:

4.3.1.1. has no restriction on the identity of any transferee or sub-licensee;

4.3.1.2. is sub-licensable for any of the purposes set out in Paragraph 4.4;

4.3.1.3. allows the Buyer and any transferee or sub-licensee to use, copy and adapt the Supplier Existing IPR that is not COTS Software for any of the purposes set out in Paragraph 4.4; and

4.3.2. in the case of Supplier Existing IPR that is not COTS Software that is necessary for the Buyer to use the Deliverable for its intended purpose or has been customised or adapted to provide the Deliverable:

4.3.2.1. allows the Buyer and any transferee or sublicensee to use and copy, but not adapt, disassemble or reverse engineer the relevant Supplier Existing IPRs that is not COTS Software for any of the purposes set out in Paragraph 4.4;

4.3.2.2. is transferrable to only:

(a) a Crown Body;

(b) any body (including any private sector body) that performs or carries out any of the functions or activities that the Buyer had previously performed or carried out; or

(c) a person or organisation that is not a direct competitor of the Supplier and that transferee either:

(1) enters into a direct arrangement with the Supplier in the form set out in Annex 2; or

(2) enters into a confidentiality arrangement with the Buyer in terms equivalent to those set out in set out in Clause 19 (What you must keep confidential); and

4.3.2.3. is sub-licensable to the Replacement Supplier (including where the Replacement Supplier is a competitor of the Supplier) where the Replacement Supplier either:

- (a) enters into a direct arrangement with the Supplier in the form set out in Annex 2; or
 - (b) enters into a confidentiality arrangement with the Buyer in terms equivalent to those set out in set out in Clause 19 (What you must keep confidential);
- 4.3.3. includes a perpetual, royalty-free, non-exclusive licence to use, copy and adapt any Know-How, trade secrets or Confidential Information of the Supplier contained within any Deliverables; and
- 4.3.4. is subject to the restrictions that:
 - 4.3.4.1. no sub-licence granted to the Supplier Existing IPR that is not COTS Software shall purport to provide the sub-licensee with any wider rights than those granted to the Buyer under this Paragraph;
 - 4.3.4.2. any transferee or sublicensee of the Supplier Existing IPR Licence must either:
 - (a) enter into a direct arrangement with the Supplier in the form set out in Annex 2; or
 - (b) enter into a confidentiality arrangement with the Buyer in terms equivalent to those set out in set out in Clause 19 (What you must keep confidential).
- 4.4. For the purposes of Paragraphs 4.1 and 4.3, the relevant purposes are:
 - 4.4.1. to allow the Buyer or any End User to receive and use the Deliverables;
 - 4.4.2. to commercially exploit (including by publication under Open Licence) the New IPR, Specially Written Software and New IPR Items; and
 - 4.4.3. for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Public Sector Body, any other Public Sector Body's) business or function.

5. Licences granted by the Buyer

- 5.1. The Buyer grants the Supplier a licence to the New IPR, Specially Written Software and Buyer Existing IPR that:
 - 5.1.1. is non-exclusive, royalty-free and non-transferable;
 - 5.1.2. is sub-licensable to any Sub-contractor where

- 5.1.2.1. the Sub-contractor enters into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 19 (What you must keep confidential); and
 - 5.1.2.2. the sub-licence does not purport to provide the sub-licensee with any wider rights than those granted to the Supplier under this Paragraph;
- 5.1.3. allows the Supplier and any sub-licensee to use, copy and adapt any Buyer Existing IPR, New IPR and Specially Written Software for the purpose of fulfilling its obligations under this Contract; and
- 5.1.4. terminates at the end of the Contract Period or the end of any Termination Assistance Period, whichever is the later.
- 5.2. When the licence granted under Paragraph 5.1 terminates, the Supplier must, and must ensure that each Sub-contractor granted a sub-licence under Paragraph 5.1.2:
 - 5.2.1. immediately cease all use of the Buyer Existing IPR, New IPR and Specially Written Software (including the Government Data within which the Buyer Existing IPR or New IPR may subsist);
 - 5.2.2. either:
 - 5.2.2.1. at the discretion of the Buyer, return or destroy documents and other tangible materials that contain any of the Buyer Existing IPR, New IPR, Specially Written Software and the Government Data; or
 - 5.2.2.2. if the Buyer has not made an election within six months of the termination of the licence, destroy the documents and other tangible materials that contain any of the Buyer Existing IPR, the New IPR, Specially Written Software and the Government Data (as the case may be); and
 - 5.2.3. ensure, so far as reasonably practicable, that any Buyer Existing IPR, New IPR, Specially Written Software and Government Data held in electronic, digital or other machine-readable form ceases to be readily accessible from any computer, word processor, voicemail system or any other device of the Supplier.

6. Open Licence Publication

- 6.1. Subject to Paragraph 6.6, the Supplier agrees that the Buyer may at its sole discretion publish under Open Licence all or part of the New IPR Items, including the:
 - 6.1.1. Specially Written Software;

- 6.1.2. the software parts of the New IPR Items; and
 - 6.1.3. the Software Supporting Materials.
- 6.2. The Supplier must create all Specially Written Software, software elements of New IPR and Software Supporting Materials in a format (whether it is provided in any other format or not):
 - 6.2.1. suitable for publication by the Buyer as Open Licence; and
 - 6.2.2. based on open standards (where applicable).
- 6.3. The Supplier warrants that in developing the Specially Written Software, the software elements of the New IPR Items and the Software Supporting Materials it has used reasonable endeavours to ensure that:
 - 6.3.1. publication by the Buyer will not:
 - 6.3.1.1. allow a third party to use them in any way that could reasonably be foreseen to compromise the operation or security of the Specially Written Software, New IPRs, the Buyer System or the Supplier System;
 - 6.3.1.2. cause any harm or damage to any party using them; or
 - 6.3.1.3. breach the rights of any third party; and
 - 6.3.2. they do not contain:
 - 6.3.2.1. any Malicious Software; or
 - 6.3.2.2. any material which would bring the Buyer into disrepute if published.
- 6.4. The Supplier must not include in the Specially Written Software, the software parts of the New IPR Items and the Software Supporting Materials provided for publication by Open Licence any Supplier Existing IPRs unless the Supplier consents to:
 - 6.4.1. their publication by the Buyer under Open Licence; and
 - 6.4.2. their subsequent licence and treatment as Open Licence under the terms of the licence chosen by the Buyer.
- 6.5. The Supplier must supply any or all the Specially Written Software, the software elements of the New IPR Items and the Software Supporting Materials in a format suitable for publication under an Open Licence (the **Open Licence Publication Material**) within 30 Working Days of written request from the Buyer (**Buyer Open Licence Request**).

- 6.6. The Supplier may within ten (10) Working Days of a Buyer Open Licence Request under Paragraph 6.5 request in writing that the Buyer excludes all or part of:
- 6.6.1. the Specially Written Software, the software elements of the New IPR Items and the Software Supporting Materials; or
 - 6.6.2. Supplier Existing IPR or Third Party IPR that would otherwise be included in the Open Licence Publication Material supplied to the Buyer pursuant to Paragraph 6.4,
- from Open Licence publication.
- 6.7. The Supplier's request under Paragraph 6.6 must include the Supplier's assessment of the impact the Buyer's agreeing to the request would have on its ability to publish other the Specially Written Software, the software elements of the New IPR Items and the Software Supporting Materials Items under an Open Licence.
- 6.8. Any decision to Approve any such request from the Supplier under Paragraph 6.6 shall be at the Buyer's sole discretion, not to be unreasonably withheld or delayed, or made subject to unreasonable conditions.

7. Patents

- 7.1. Where a patent owned by the Supplier is infringed by the use of the Specially Written Software or New IPR by the Buyer or any Replacement Supplier, the Supplier hereby grants to the Buyer and the Replacement Supplier a non-exclusive, irrevocable, royalty-free, worldwide patent licence to use the infringing methods, materials or software.

ANNEX 1: NEW IPR AND SPECIALLY WRITTEN SOFTWARE

Name of New IPR	Details

Name of Specially Written Software	Details

ANNEX 2: FORM OF CONFIDENTIALITY UNDERTAKING

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on [date] 20

BETWEEN:

- (1) [insert name] of [insert address] (the “Sub-licensee”); and
- (2) [insert name] of [insert address] (the “Supplier” and together with the Supplier, the “Parties”).

WHEREAS:

- (A) [insert name of Buyer] (the “Buyer”) and the Supplier are party to a contract dated [insert date] (the “Contract”) for the provision by the Supplier of [insert brief description of services] to the Buyer.
- (B) The Buyer wishes to grant a sub-licence to the Sub-licensee in respect of certain software and intellectual property rights licensed to the Buyer pursuant to this Contract (the “Sub-licence”).
- (C) It is a requirement of this Contract that, before the Buyer grants such sub-licence to the Sub-licensee, the Sub-licensee execute a confidentiality agreement in favour of the Supplier in or substantially in the form of this Agreement to protect the Confidential Information of the Buyer.

IT IS AGREED as follows:

1 Interpretation

- 1.1 In this Agreement, unless the context otherwise requires:

“Confidential Information”

means:

- (a) Information, including all personal data within the meaning of the Data Protection Act 2018, and however it is conveyed, provided by the Buyer to the Sub-licensee pursuant to or in connection with the Sub-licence that relates to:
 - (i) the Supplier; or
 - (ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Supplier;
- (b) the source code and the object code of the software sub-licensed to the Sub-licensee pursuant to the Sub-licence

together with build information, relevant design and development information, technical specifications of all functionality including those not included in standard manuals (such as those that modify system performance and access levels), configuration details, test scripts, user manuals, operating manuals, process definitions and procedures, and all such other documentation supplied by the Supplier to the Buyer pursuant to or in connection with the Sub-licence;

- (c) other Information provided by the Buyer pursuant to this Agreement to the Sub-licensee that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential which comes (or has come) to the Sub-licensee's attention or into the Sub-licensee's possession in connection with the Sub-licence; and
- (d) Information derived from any of the above,

but not including any Information that:

- (a) was in the possession of the Sub-licensee without obligation of confidentiality prior to its disclosure by the Buyer;
- (b) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality; or
- (c) was independently developed without access to the Information;

“Information”

means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form); and

“Sub-licence”

has the meaning given to that expression in recital (B) to this Agreement.

1.2 In this Agreement:

- 1.2.1 a reference to any gender includes a reference to other genders;
- 1.2.2 the singular includes the plural and vice versa;
- 1.2.3 the words “include” and cognate expressions shall be construed as if they were immediately followed by the words “without limitation”;
- 1.2.4 references to any statutory provision include a reference to that provision as modified, replaced, amended and/or re-enacted from time to time (before or after the date of this Agreement) and any prior or subsequent subordinate legislation made under it;
- 1.2.5 headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement; and
- 1.2.6 references to Clauses are to clauses of this Agreement.

2 Confidentiality Obligations

2.1 In consideration of the Buyer entering into the Sub-licence, the Sub-licensee shall:

- 2.1.1 treat all Confidential Information as secret and confidential;
- 2.1.2 have in place and maintain proper security measures and procedures to protect the confidentiality of the Confidential Information (having regard to its form and nature);
- 2.1.3 not disclose or permit the disclosure of any of the Confidential Information to any other person without obtaining the prior written consent of the Supplier or except as expressly set out in this Agreement;
- 2.1.4 not transfer any of the Confidential Information outside the United Kingdom;
- 2.1.5 not use or exploit any of the Confidential Information for any purpose whatsoever other than as permitted under the Sub-licence;
- 2.1.6 immediately notify the Supplier in writing if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Confidential Information; and
- 2.1.7 upon the expiry or termination of the Sub-licence:
 - (a) destroy or return to the Supplier all documents and other tangible materials that contain any of the Confidential Information;
 - (b) ensure, so far as reasonably practicable, that all Confidential Information held in electronic, digital or other machine-

readable form ceases to be readily accessible (other than by the information technology staff of the Sub-licensee) from any computer, word processor, voicemail system or any other device; and

(c) make no further use of any Confidential Information.

3 Permitted Disclosures

3.1 The Sub-licensee may disclose Confidential Information to those of its directors, officers, employees, consultants and professional advisers who:

3.1.1 reasonably need to receive the Confidential Information in connection with the Sub-licence; and

3.1.2 have been informed by the Sub-licensee of the confidential nature of the Confidential Information; and

3.1.3 have agreed to terms similar to those in this Agreement.

3.2 The Sub-licensee shall be entitled to disclose Confidential Information to the extent that it is required to do so by applicable law or by order of a court or other public body that has jurisdiction over the Sub-licensee.

3.3 Before making a disclosure pursuant to Clause 3.2, the Sub-licensee shall, if the circumstances permit:

3.3.1 notify the Supplier in writing of the proposed disclosure as soon as possible (and if possible before the court or other public body orders the disclosure of the Confidential Information); and

3.3.2 ask the court or other public body to treat the Confidential Information as confidential.

4 General

4.1 The Sub-licensee acknowledges and agrees that all property, including intellectual property rights, in Confidential Information disclosed to it by the Supplier shall remain with and be vested in the Supplier.

4.2 This Agreement does not include, expressly or by implication, any representations, warranties or other obligations:

4.2.1 to grant the Sub-licensee any licence or rights other than as may be expressly stated in the Sub-licence;

4.2.2 to require the Supplier to disclose, continue disclosing or update any Confidential Information; or

4.2.3 as to the accuracy, efficacy, completeness, capabilities, safety or any other qualities whatsoever of any Information or materials provided pursuant to or in anticipation of the Sub-licence.

- 4.3 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers or remedies provided by law. No failure or delay by either Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 4.4 Without prejudice to any other rights or remedies that the Supplier may have, the Sub-licensee acknowledges and agrees that damages alone may not be an adequate remedy for any breach by the Sub-licensee of any of the provisions of this Agreement. Accordingly, the Sub-licensee acknowledges that the Supplier shall be entitled to the remedies of injunction and specific performance as well as any other equitable relief for any threatened or actual breach of this Agreement and/or breach of confidence and that no proof of special damages shall be necessary for the enforcement of such remedies.
- 4.5 The maximum liability of the Sub-licensee to the Supplier for any breach of this Agreement shall be limited to ten million pounds (£10,000,000).
- 4.6 For the purposes of the Contracts (Rights of Third Parties) Act 1999 no one other than the Parties has the right to enforce the terms of this Agreement.
- 4.7 Each Party shall be responsible for all costs incurred by it or on its behalf in connection with this Agreement.
- 4.8 This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

5 Notices

- 5.1 Any notice to be given under this Agreement (each a “**Notice**”) shall be given in writing and shall be delivered by hand and shall be deemed to have been duly given at the time of delivery provided that such Notice is sent to the relevant physical address, and expressly marked for the attention of the relevant individual, set out in Clause 5.2.

5.2 Any Notice:

- 5.2.1 if to be given to the Supplier shall be sent to:

[Address]

Attention: [Contact name and/or position, e.g. “The Finance Director”]

- 5.2.2 if to be given to the Sub-licensee shall be sent to:

[Name of Organisation]

[Address]

Attention: []

6 Governing law

- 6.1 This Agreement shall be governed by, and construed in accordance with, English law and any matter claim or dispute arising out of or in connection with this Agreement whether contractual or non-contractual, shall be governed by and determined in accordance with English law.
- 6.2 Each Party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this Agreement.

IN WITNESS of the above this Agreement has been signed by the duly authorised representatives of the Parties on the date which appears at the head of page 1.

For and on behalf of [name of Supplier]

Signature:

Date:

Name:

Position:

For and on behalf of [name of Sub-licensee]

Signature:

Date:

Name:

Position: