

Conditions of Contract Short Form Enhanced

**CEFAS23-05: Contract for provision of a
Litter Outreach, Education and Workshop
Programme in Maldives under the Ocean
Country Partnership Programme (OCP)**

February 2023

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EXXPEDITION CIC

Ground Floor

The Maltings

Locks Hill

Rochford

SS4 1BB

Attn: [REDACTED]

By email to: [REDACTED]

Date: 28 March 2023

Our ref: **CEFAS23-05**

Dear [REDACTED],

Supply of services for provision of a Litter Outreach, Education and Workshop Programme in Maldives under the Ocean Country Partnership Programme (OCP)

Following your tender/ proposal for the supply of services for provision of a Litter Outreach, Education and Workshop Programme in Maldives under the Ocean Country Partnership Programme (OCP) to **The Secretary of State for Environment, Food and Rural Affairs** acting as part of the Crown through the **Centre for Environment, Fisheries and Aquaculture Science**, we are pleased confirm our intention to award this contract to you.

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

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

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

Yours faithfully,

[Redacted Signature]

[Redacted]
Procurement Lead
Pakefield Road,
Lowestoft,
Suffolk,
NR33 0HT, UK

[Redacted]
e-mail: procure@cefas.co.uk

Order Form

1. Contract Reference	CEFAS23-05 Contract for provision of a Litter Outreach, Education and Workshop Programme in Maldives under the Ocean Country Partnership Programme (OCP)	
2. Date	31 March 2023	
3. Authority	Cefas Pakefield Road Lowestoft Suffolk NR33 0HT	
4. Supplier	EXXPEDITION CIC Ground Floor, The Maltings, Locks Hill, Rochford, SS4 1BB, United Kingdom Registration Number: 09503580	
4a. Supplier Account Details	[REDACTED]	
5. The Contract	<p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and any Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any inconsistency between the provisions of the Order Form, the Conditions and the Annexes, the inconsistency shall be resolved by giving precedence in the following order:</p> <ol style="list-style-type: none"> 1. Order Form, Annex 2 (Specification) and Annex 3 (Charges) with equal priority. 2. Conditions and Annex 1 (Authorised Processing Template) with equal priority. 3. Annexes 4 (Tender Submission) and 5 (Sustainability). <p>In the event of any inconsistency between the provisions of Annexes 4 and 5, Annex 5 shall take precedence over Annex 4.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Authority and may delay conclusion of the Contract.</p>	
6. Deliverables	Goods	None
	Services	To be performed at the Supplier's premises: <i>60 Lebanon Park, Twickenham, TW1 3DQ, United Kingdom</i>
7. Specification	The specification of the Deliverables is as set out in Annex 2 .	

8. Term	<p>The Term shall commence on 1 April 2023, or as soon as possible on Contract Signature (the Start Date)</p> <p>and the Expiry Date shall be 30 September 2023, unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.</p> <p>The Contract may be extended for one further period of 3 months by giving not less than 1 months' notice in writing.</p>		
9. Charges	<p>The Charges for the Deliverables shall be as set out in Annex 3.</p>		
10. Payment	<p>The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to:</p> <p>Finance@cefas.co.uk</p> <p>Alternatively, you may post to:</p> <p>Cefas Pakefield Road Lowestoft Suffolk NR33 0HT</p> <p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant with Annex 3 Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact the Authority's Authorised Representative(s).</p>		
11. Authority Authorised Representative(s)	<p>For general liaison your contact will continue to be</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>		
12. Address for notices	<table border="1"> <tr> <td data-bbox="405 1554 906 1890"> <p>Authority:</p> <p>Cefas Pakefield Road Lowestoft NR33 0HT</p> <p>Attention: [REDACTED]</p> <p>[REDACTED]</p> <p>Email: procure@cefas.co.uk</p> </td><td data-bbox="906 1554 1410 1890"> <p>Supplier:</p> <p>[REDACTED] 60 Lebanon Park, Twickenham, TW1 3DQ</p> <p>Attention: [REDACTED]</p> <p>Email: [REDACTED]</p> </td></tr> </table>	<p>Authority:</p> <p>Cefas Pakefield Road Lowestoft NR33 0HT</p> <p>Attention: [REDACTED]</p> <p>[REDACTED]</p> <p>Email: procure@cefas.co.uk</p>	<p>Supplier:</p> <p>[REDACTED] 60 Lebanon Park, Twickenham, TW1 3DQ</p> <p>Attention: [REDACTED]</p> <p>Email: [REDACTED]</p>
<p>Authority:</p> <p>Cefas Pakefield Road Lowestoft NR33 0HT</p> <p>Attention: [REDACTED]</p> <p>[REDACTED]</p> <p>Email: procure@cefas.co.uk</p>	<p>Supplier:</p> <p>[REDACTED] 60 Lebanon Park, Twickenham, TW1 3DQ</p> <p>Attention: [REDACTED]</p> <p>Email: [REDACTED]</p>		

13. Key Personnel	Authority: Cefas Pakefield Road Lowestoft NR33 0HT Attention: <div style="background-color: black; height: 15px; width: 270px; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 235px; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 100px; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 255px; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 45px; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 205px; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 215px; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 235px; margin-bottom: 2px;"></div>	Supplier: <div style="background-color: black; height: 15px; width: 85px; margin-bottom: 2px;"></div> 60 Lebanon Park, Twickenham, TW1 3DQ Attention: <div style="background-color: black; height: 15px; width: 55px; margin-bottom: 2px;"></div> Email: <div style="background-color: black; height: 15px; width: 185px; margin-bottom: 2px;"></div>
14. Procedures and Policies	For the purposes of the Contract the applied Policies and procedures are available at: Policies, plans, reports and quality - Cefas (Centre for Environment, Fisheries and Aquaculture Science) For the avoidance of doubt, if other policies of the Authority are referenced in the Conditions and Annexes, those policies will also apply to the Contract on the basis described therein.	
15. Limitation of Liability	See Clause 12.1.	
16. Insurances	The Supplier shall hold the following insurance cover for the duration of the Contract in accordance with this Order Form. <ul style="list-style-type: none"> - Professional Indemnity insurance with cover of not less than £500,000; - Public Liability insurance with cover of not less than £500,000; - Employers Liability insurance with cover of not less than £5million, OR similar relevant insurances as available in your country of operation, including all insurances as required by law in your country of operation.	
Signed for and on behalf of the Supplier		Signed for and on behalf of the Authority
Name: <div style="background-color: black; height: 15px; width: 85px; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 55px; margin-bottom: 2px;"></div>		Name: <div style="background-color: black; height: 15px; width: 85px; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 135px; margin-bottom: 2px;"></div>
Date: 31st March 2023		Date: 3 April 2023
Signature: <div style="background-color: black; height: 45px; width: 195px; margin-bottom: 2px;"></div>		Signature: <div style="background-color: black; height: 45px; width: 315px; margin-bottom: 2px;"></div>

Annex 1 – Authorised Processing Template

NOT USED

Annex 2 – Specification

Background:

Ocean Country Partnership Programme (OCP)

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

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

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

This OCP work expands on the successes of the Commonwealth Litter Programme (CLiP), as well as efforts carried out via other organisations, through which UK scientists started to engage with relevant stakeholders in Maldives to assess the status of litter through microplastic sampling and analysis. To complement this we wish to carry out ocean pollution training amongst local communities, combined with a training and awareness workshop looking at real data and information from Maldives.

Cefas will work alongside international partners in government and society to collaborate on work packages to tackle marine litter, including raising awareness to encourage best practices in litter collection and disposal.

Requirement:

Training Programme

Cefas requires the successful Tenderer to provide a leadership training programme containing original material for interested and/ or suggested* communities in the Maldives, on ocean litter. The training will consist of at least five, 2–3-hour, online sessions for 10-12 people, and provide technical knowledge, exploring in-country solutions, support, mentoring and appropriate training materials, such that after several training sessions the participants understand the types and sources of ocean litter and are equipped to educate their community. The participants will be able to help their communities put into action the principles of Refuse, Reduce, Re-use and Recycle.

*Certain communities may be of interest due to location, or specific issues on the island, or atoll. Cefas will work with the successful Tenderer to verify suitable specific stakeholders as well as the more general ones.

Circularity Assessment

The successful Tenderer is also required to collect data for and carry out a circularity assessment for the Maldives. The data used to create the assessment will be provided to the Maldives government and people to inform their decision making on areas of interest.

All data and training materials will be provided to Cefas and to the relevant parties in the Maldives.

Stakeholder Meeting

Cefas also requires the successful Tenderer to organise and run a 1-day Stakeholder Meeting for ~20 stakeholders (this figure may change which will be discussed between both parties as needed) at a suitable location in Maldives after the training and circularity assessment are completed, to provide a forum for presenting and discussing litter data, positive ways to engage with the issues of litter and ideas for future initiatives around the prevention, mitigation and or remediation of litter.

The successful Tenderer will be responsible for ensuring that the correct stakeholders are invited, in consultation with Cefas. Local and national representatives must be included, as well as any external experts required for the presentations.

A suitable venue and catering will be provided by the successful Tenderer, in consultation with Cefas. Travel arrangements will also be provided and managed by the successful Tenderer, to ensure Stakeholders can attend the meeting if they wish to. This will include travel and accommodation for Stakeholders from various locations around the Maldives islands, and likely 1-2 flying in from overseas locations.

The successful Tenderer will:

1. Work closely with the Cefas Project Team to finalise the training programme and stakeholder meeting content.
2. Organise and share a multi-occasion, online training programme for 10-12 people within the relevant communities.
3. Be responsible for the smooth running of the training programme from beginning to end, including ensuring it is in line with Maldivian laws and cultural expectations.
4. Establish the key organisations or individuals (~20 people) to be part of the Stakeholder Meeting, in discussion with Cefas where required.
5. Be responsible for organising the Stakeholder Meeting in Maldives from beginning to end, including venue, catering, travel and accommodation for main delegates (~20 people), ensuring it is in line with Maldivian laws and cultural expectations, and in discussion with Cefas as required.
6. Collect data and carry out a circularity assessment on litter, including but not limited to inputs, product design and use, and waste collection, management, and leakage.
7. Provide regular short review reports to Cefas on progress including after the first training meeting and after penultimate training meeting (further plan to be confirmed with Cefas at inception meeting). Attend an online meeting with Cefas in preparation for the Stakeholder Meeting.
8. Provide a final report on all activities and impact, using the Cefas reporting template to include things such as Monitoring, Evaluation and Learning (MEL) and engagement metrics (template will be shared with the successful Tenderer during the inception meeting).

Annex 3 – Charges

Defined terms within this Annex:

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

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

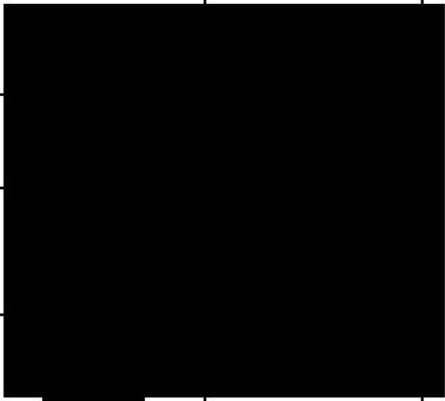
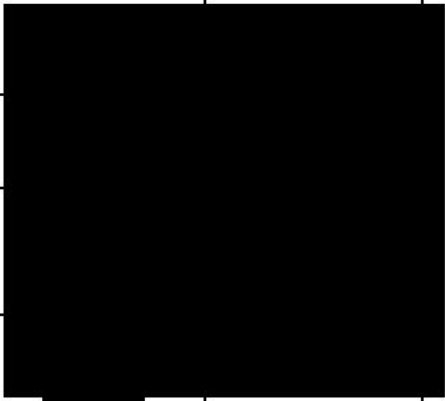

1. How Charges are calculated

1.1 The Charges:

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

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

2. Rates and Prices

Goods or Services Required	Qty	Total Cost ex Vat	VAT if applicable
Provision of all requirements for the Training Programme	Total Fixed Cost		
Provision of all requirements for the Circularity Assessment	Total Fixed Cost		
Provision of all administration for the Stakeholder Meeting, based on 20 attendees (excl. T&S for attendees)	Total Fixed Cost		
Travel and Subsistence costs for all attendees to the Stakeholder Meeting	NA		
Total Cost:		£45,000	

3. Currency

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

4. Variations

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

5. Electronic Invoicing

- 5.1 The Authority shall accept for processing any electronic invoice that it is valid, undisputed and complies with the requirements of the Authority's e-invoicing system:
- 5.2 The Supplier shall ensure that each invoice is submitted in a PDF format and contains the following information:
 - 5.2.1 the date of the invoice;
 - 5.2.2 a unique invoice number;
 - 5.2.3 the period to which the relevant Charge(s) relate;
 - 5.2.4 the correct reference for the Contract
 - 5.2.5 a valid Purchase Order Number;
 - 5.2.6 the dates between which the Deliverables subject of each of the Charges detailed on the invoice were performed;
 - 5.2.7 a description of the Deliverables;
 - 5.2.8 the pricing mechanism used to calculate the Charges (such as fixed price, time and materials);
 - 5.2.9 any payments due in respect of achievement of a milestone, including confirmation that milestone has been achieved by the Authority's Authorised Representative
 - 5.2.10 the total Charges gross and net of any applicable deductions and, separately, the amount of any reimbursable expenses properly chargeable to the Authority under the terms of this Contract, and, separately, any VAT or other sales tax payable in respect of each of the same, charged at the prevailing rate;
 - 5.2.11 a contact name and telephone number of a responsible person in the Supplier's finance department and/or contract manager in the event of administrative queries; and
 - 5.2.12 the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number);
- 5.3 The Supplier shall submit all invoices and any requested supporting documentation through the Authority's e-invoicing system or if that is not possible to: Finance@cefas.co.uk or Cefas, Pakefield Road, Lowestoft,

Suffolk NR33 OHT with a copy (again including any supporting documentation) to such other person and at such place as the Authority may notify to the Supplier from time to time.

Annex 4 – Tender Submission

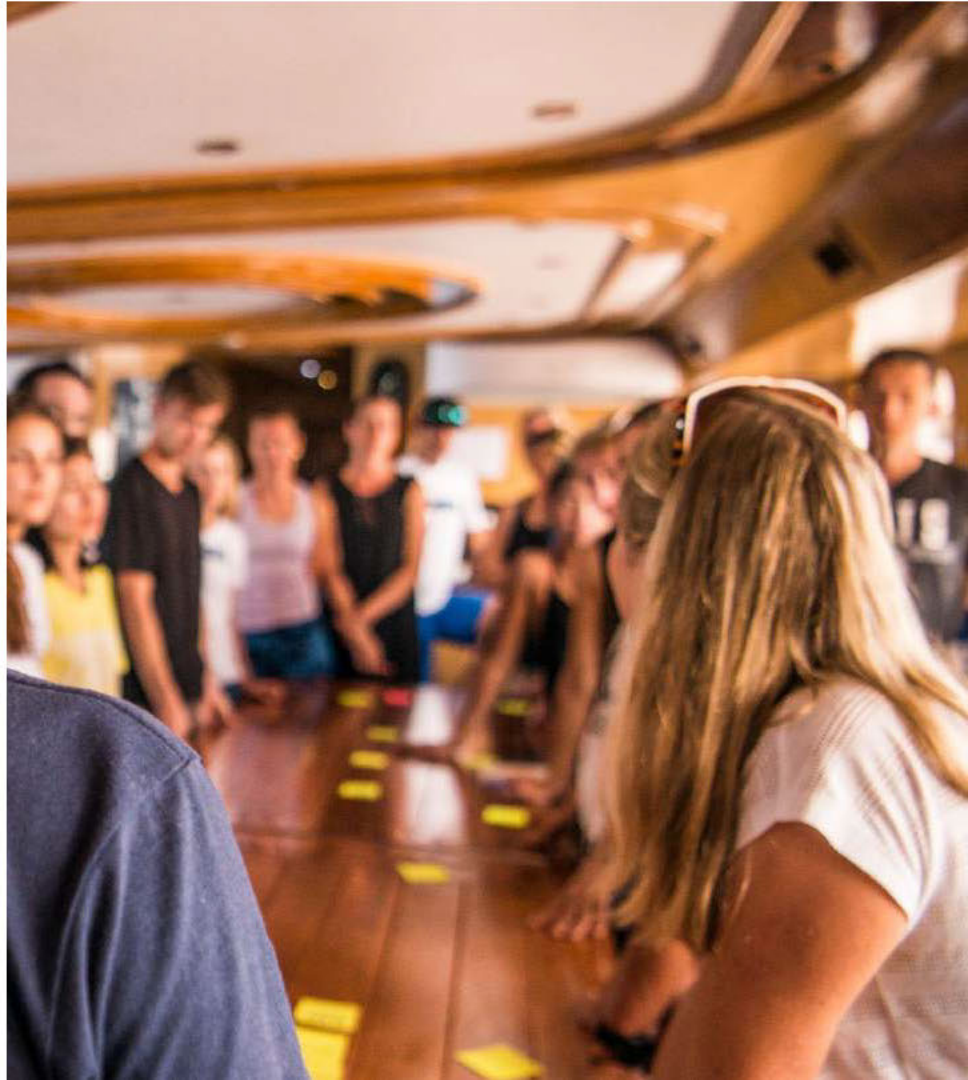
10 YEARS EXPERIENCE RUNNING LEADERSHIP TRAINING PROGRAMMES

eXXpedition's mission is to help people understand the true ocean plastic pollution problem, so they can use their skills to solve it from sea to source.

Our ultimate vision is for healthy seas, communities and bodies free from plastic and toxic pollution.

We've spent the past ten years running original leadership programmes at-sea and online, to tackle plastic pollution, with 254 participants of 40 nationalities joining one of our 27 missions so far.

Between January and June 2021, during the pandemic, 8 of the missions were delivered online as a series of leadership training courses called "Virtual Voyages" with a focus on: [Tonga](#), [Fiji](#), [Vanuatu](#), [Australia](#), [South Africa](#), [Brazil](#), [Caribbean](#), [Arctic](#).



EXAMPLE: OUR VIRTUAL VOYAGE PROGRAMME IN 2021

We used innovative tools and training materials to:

- equip and empower the participants with an in-depth understanding of the true impact of the plastics issue
- develop solutions-based thinking around the Refuse, Reduce, Re-use and Recycle principals with an in-country and global focus
- result in personal plans for how participants would apply their 'superpower' to solve the problem.

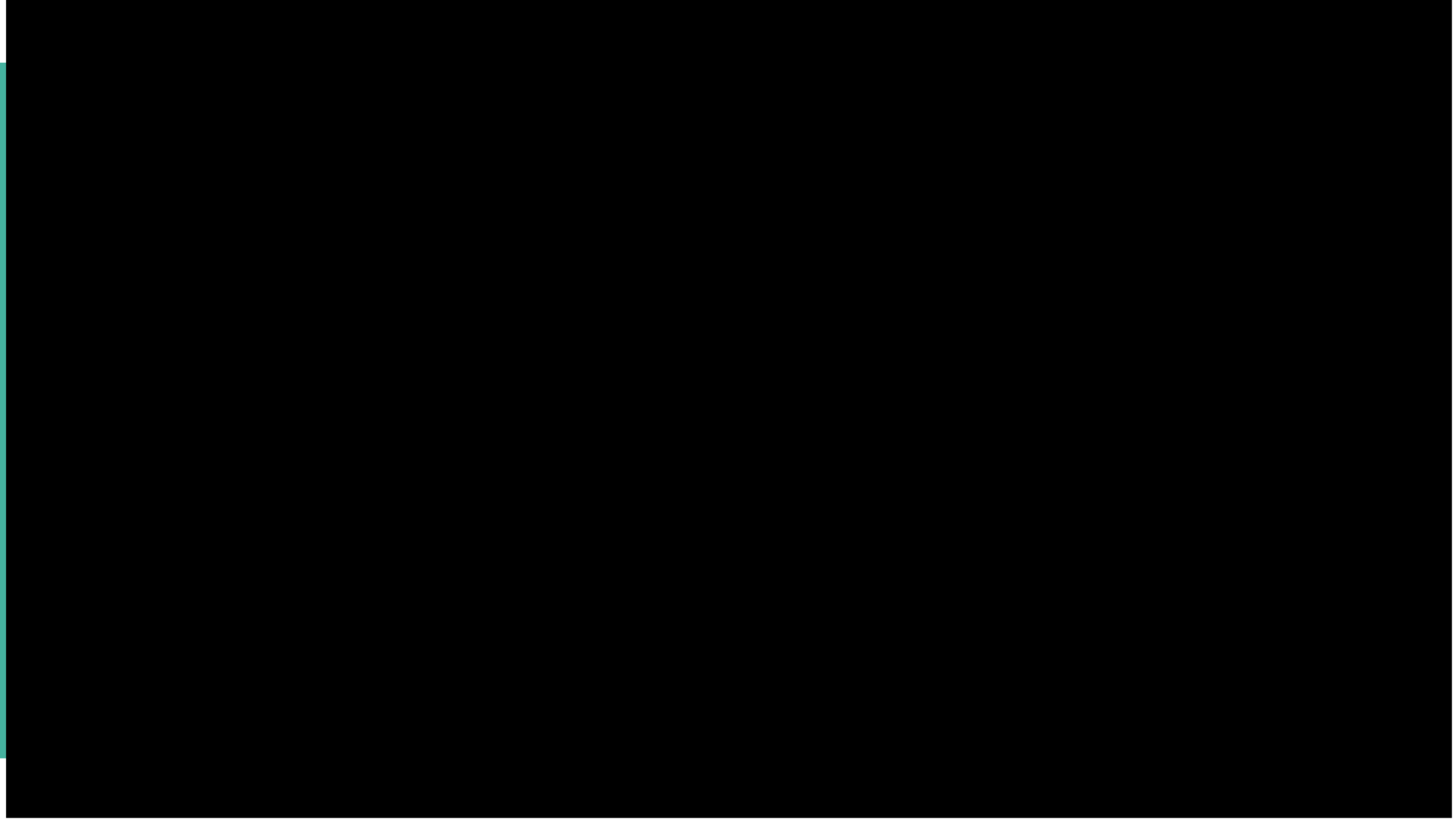
Participants left fully charged with the knowledge, tools and belief to make a difference and ready to implement long lasting positive action on plastic pollution within their communities. They are supported by ongoing mentorship and a global community network of fellow participants from around the world.

The programme of 8 immersive and interactive Virtual Voyages were a transformative experience for 76 participants of 24 nationalities who took part from all over the world.

Each Virtual Voyage included five-sessions, that were 3-4 hours long and delivered online for 10-12 people. These sessions included many of the best parts of our at-sea missions which ran from 2014-2020.

Each course was tailored to prepare participants to create change around plastic pollution and delivered online with both virtual and offline components including:

- live scientific analysis and deep dive into the problem
- conducting a waste management survey in their local area, as part of an ongoing research project in partnership with the University of Georgia, recording their litter on the Marine Debris Tracker App and analysing the results
- collaborative problem solving and role finding
- stakeholder engagement dialogues to discuss how the plastics issue is affecting the island nations, and solutions from sea to source
- individual mentorship



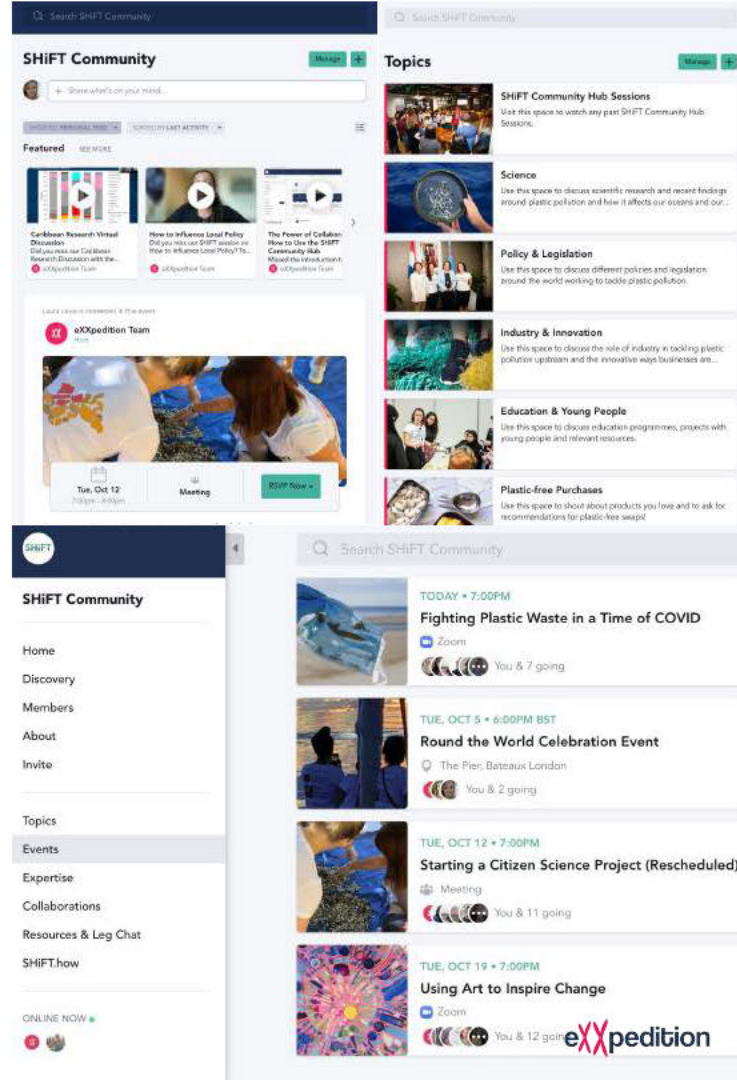
OUR CUSTOM BUILT TOOLS: THE HUB

We built a digital home for all resources and session content in one easy to access portal for participants where they can find everything they need and stay connected throughout the programme and once it ends.

As part of our ongoing support for participants we have run mentoring sessions on specific themes and topics of interest within the community including:

- Citizen Science Project: Local Litter expeditions
- How to create change through social media
- How can the Caribbean tackle waste washing ashore?
- How to tell your story
- How do we implement a circular economy?
- Reaching the Unreachables
- How to engage young people
- The basics of campaign building
- How to run an effective beach clean
- How to influence policy in your local area
- Starting a citizen science project
- Caribbean Research Paper Discussion

These sessions are recorded and documented so any participants can catch up even if they were unable to attend.

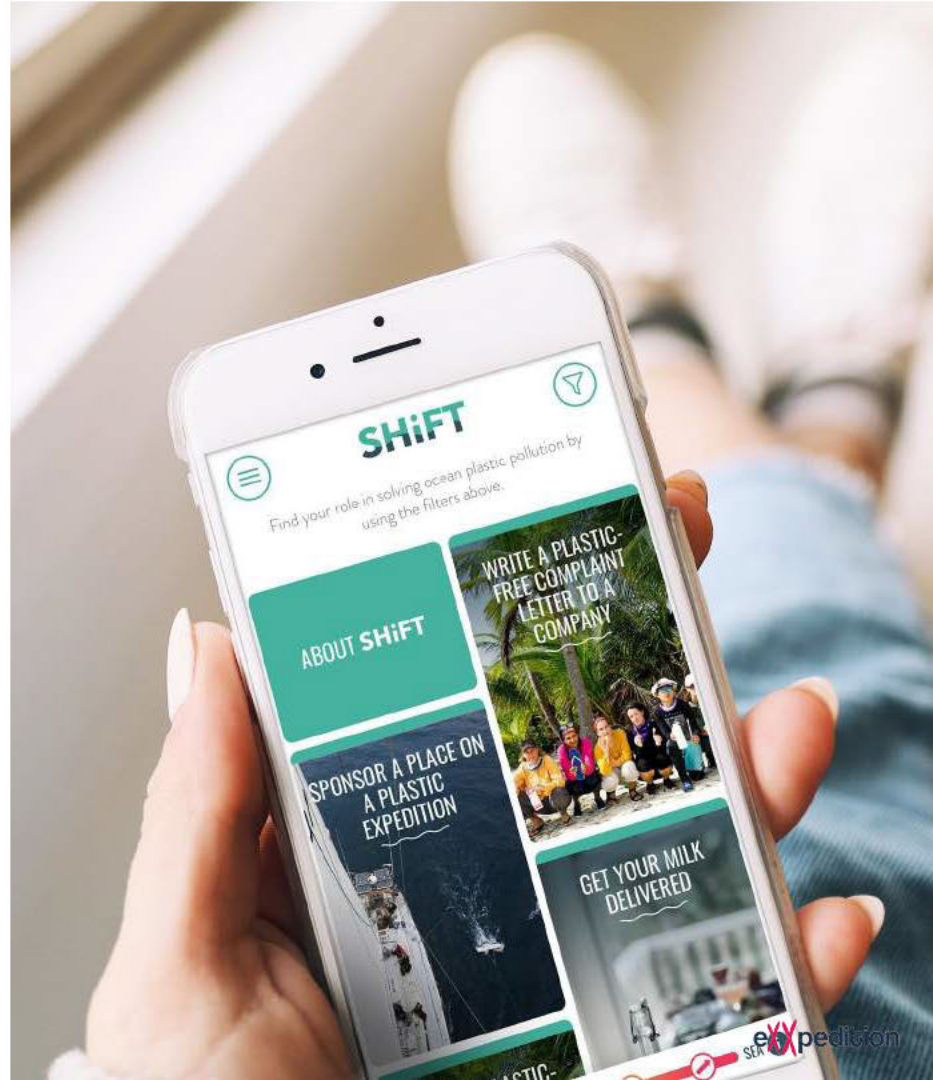


OUR CUSTOM BUILT TOOLS: SHiFT PLATFORM

We built a public online solutions platform to showcase hundreds of solutions to tackle plastic pollution. There's no silver bullet to solve the problem but there are hundreds of ways to tackle it, so this tool helps people navigate all the options to find their place to start.

You can view the platform at www.SHiFT.how

This is a crucial tool for our programme participants, giving them access to a world of ideas and tangible ways to take action.



OUTCOME: GLOBAL NETWORK OF CHANGEMAKERS

eXXpedition has a community of 254 participants, of 40 nationalities.

Hundreds of events have been hosted and thousands of awareness raising media articles reported -

<https://exxpedition.com/news/media-coverage/>

Past participants on our at-sea and virtual voyages are now taking action in their communities, workplaces, industries and governments around the world.

Our crew have hosted **over 120 events in 14 countries** and shared their stories through interviews, blogs, talks and workshops.

Expedición que lucha contra la crisis del plástico en el mar incluye a una chilena

Durante dos semanas, un grupo de once profesionales de varios países tomó muestras para terminar con la contaminación en los océanos.

Por: J. J. J.

Un grupo de once profesionales de diversos países, entre ellos una chilena, se embarcó en el barco de la Armada de Chile, el buque de investigación 'Albatros', para tomar muestras de plástico en el mar. El grupo, liderado por la experta en gestión de residuos, Paola Expósito, se embarcó el día 10 de febrero y estará a bordo hasta el 24 de febrero. Durante su estancia, el grupo tomará muestras de plástico en el mar y en las playas, y también realizará talleres de sensibilización y actividades educativas para la comunidad.



Paola Expósito ha liderado la expedición de un grupo de once profesionales de diversos países para combatir la contaminación por plástico en los océanos.

La expedición surge a raíz de la crisis del plástico en el mar, que se ha convertido en un problema global. El grupo de once profesionales, liderado por Paola Expósito, se embarcó el día 10 de febrero y estará a bordo hasta el 24 de febrero. Durante su estancia, el grupo tomará muestras de plástico en el mar y en las playas, y también realizará talleres de sensibilización y actividades educativas para la comunidad.

Durante las dos semanas de trabajo, el grupo de once profesionales, liderado por Paola Expósito, se embarcó el día 10 de febrero y estará a bordo hasta el 24 de febrero. Durante su estancia, el grupo tomará muestras de plástico en el mar y en las playas, y también realizará talleres de sensibilización y actividades educativas para la comunidad.



SUNDAY POST

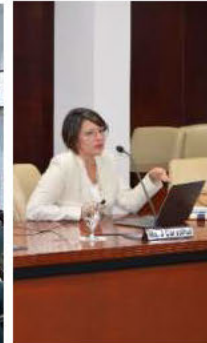
NEWS SPORT POLITICS OPINION BUSINESS LIFESTYLE SUBSCRIBE

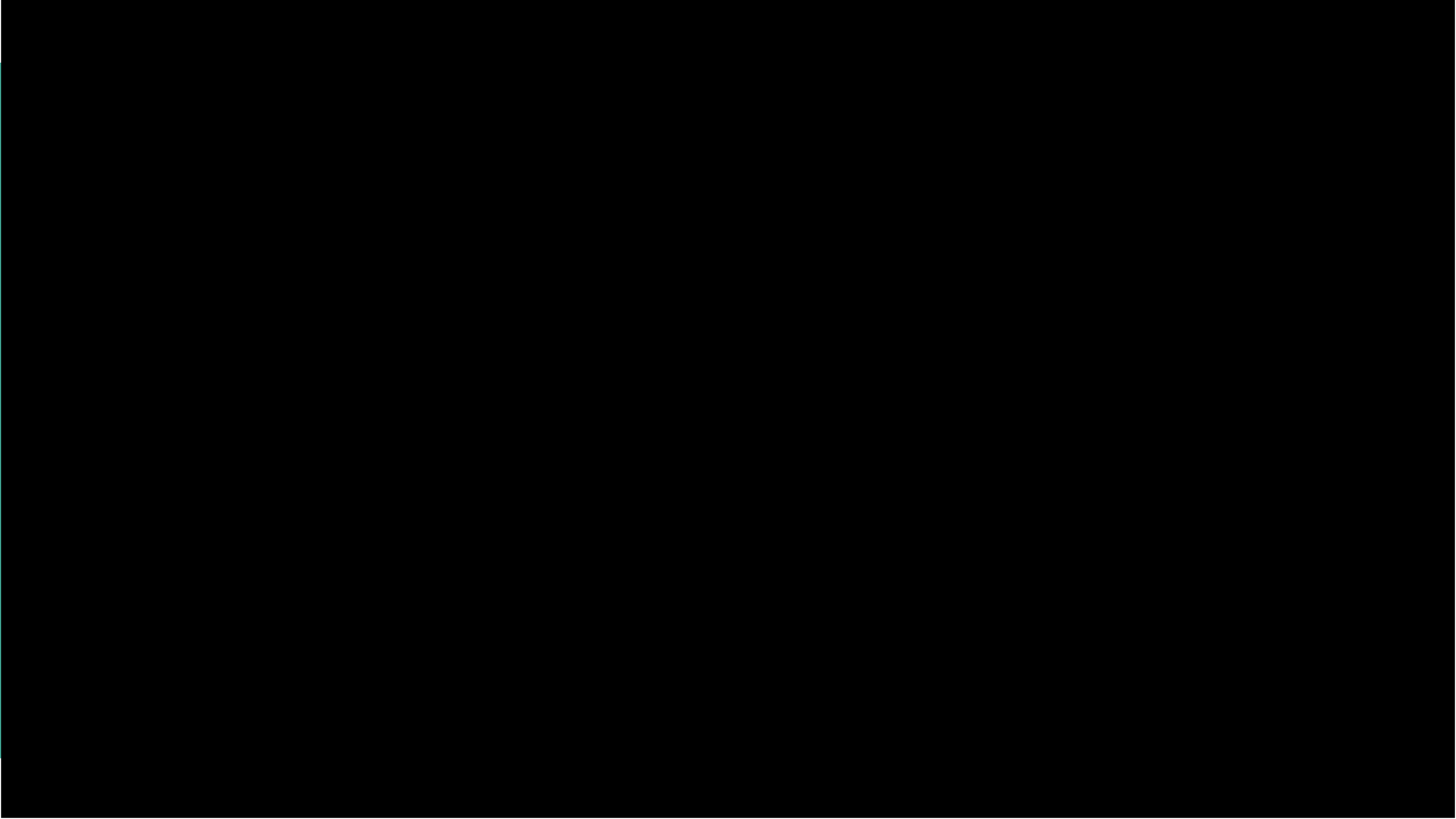
Liberty / Chile

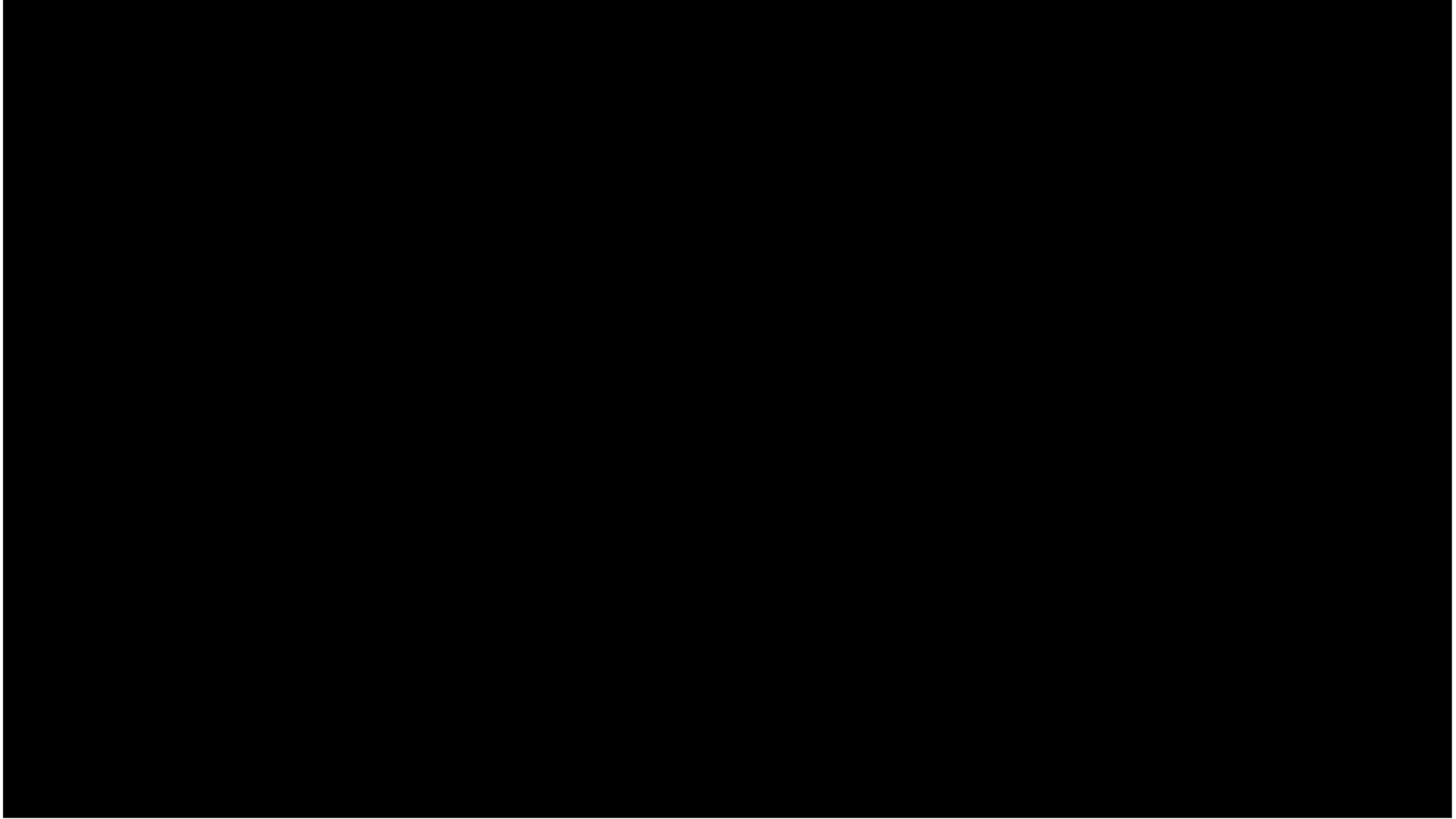
'If I can sail across the Atlantic Ocean, I can do anything': Scots crew members on round-the-world plastic pollution yacht mission share their experiences

By Ross Cowie

January 23, 2021, 12:00 am







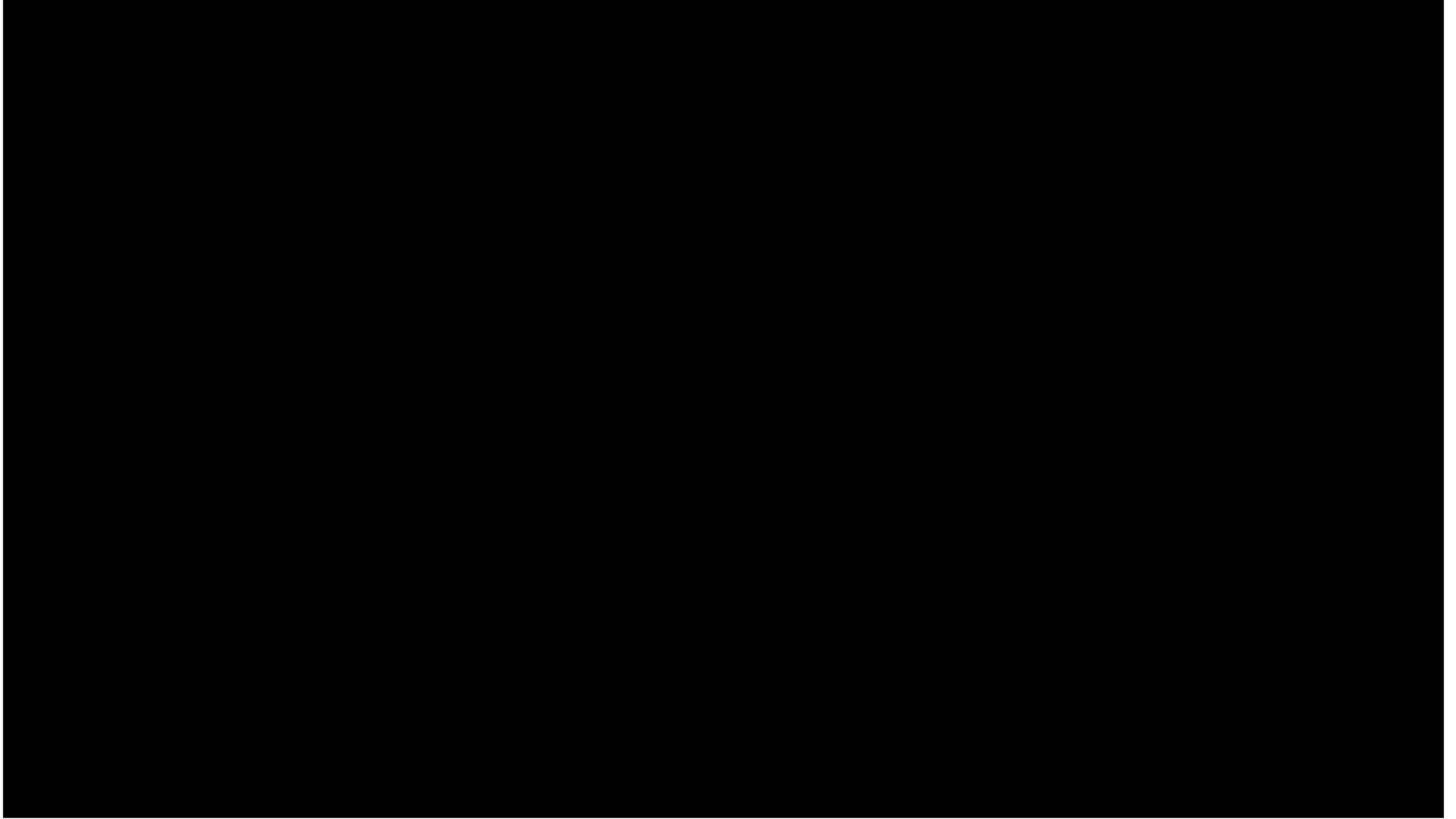




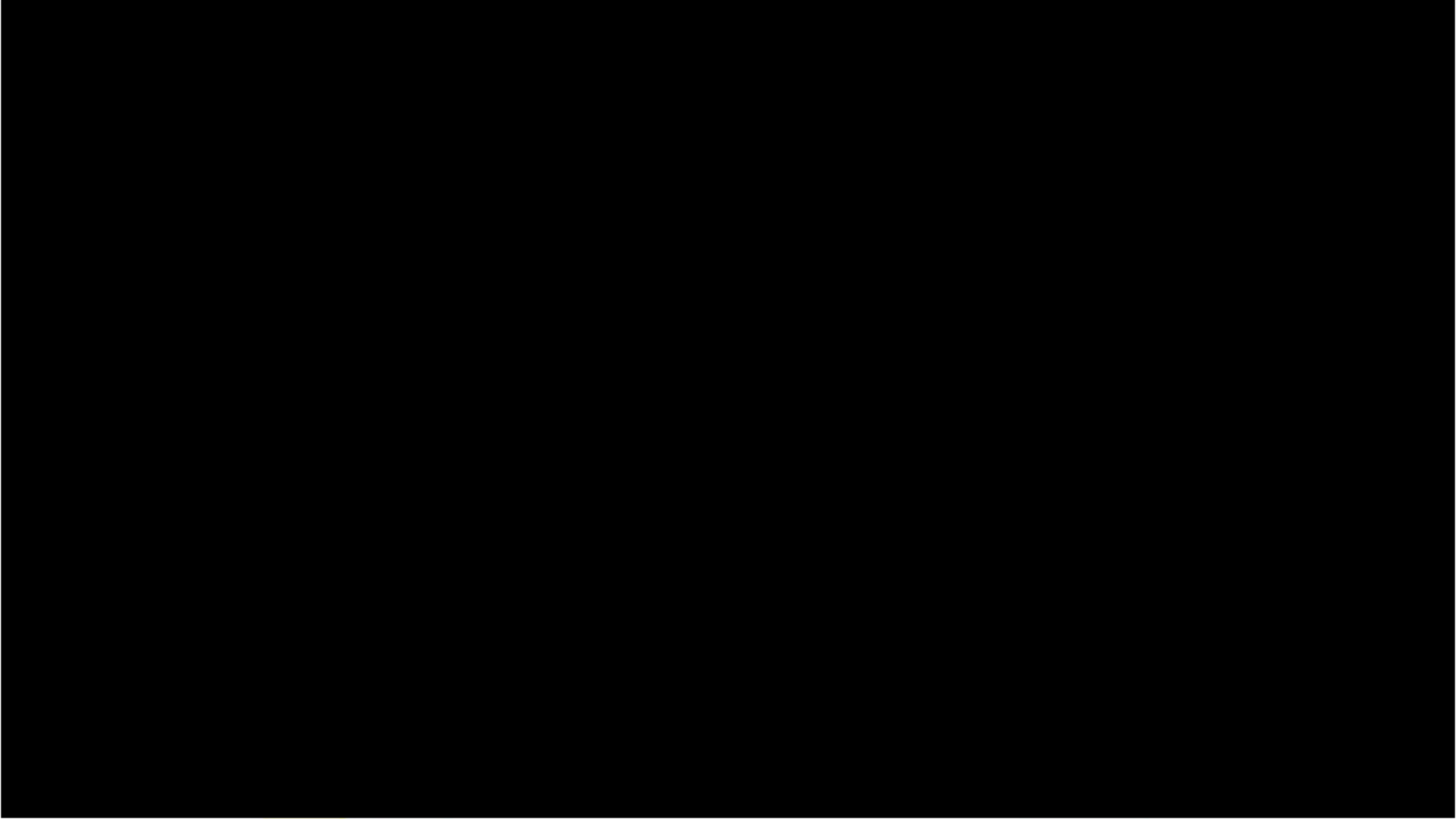


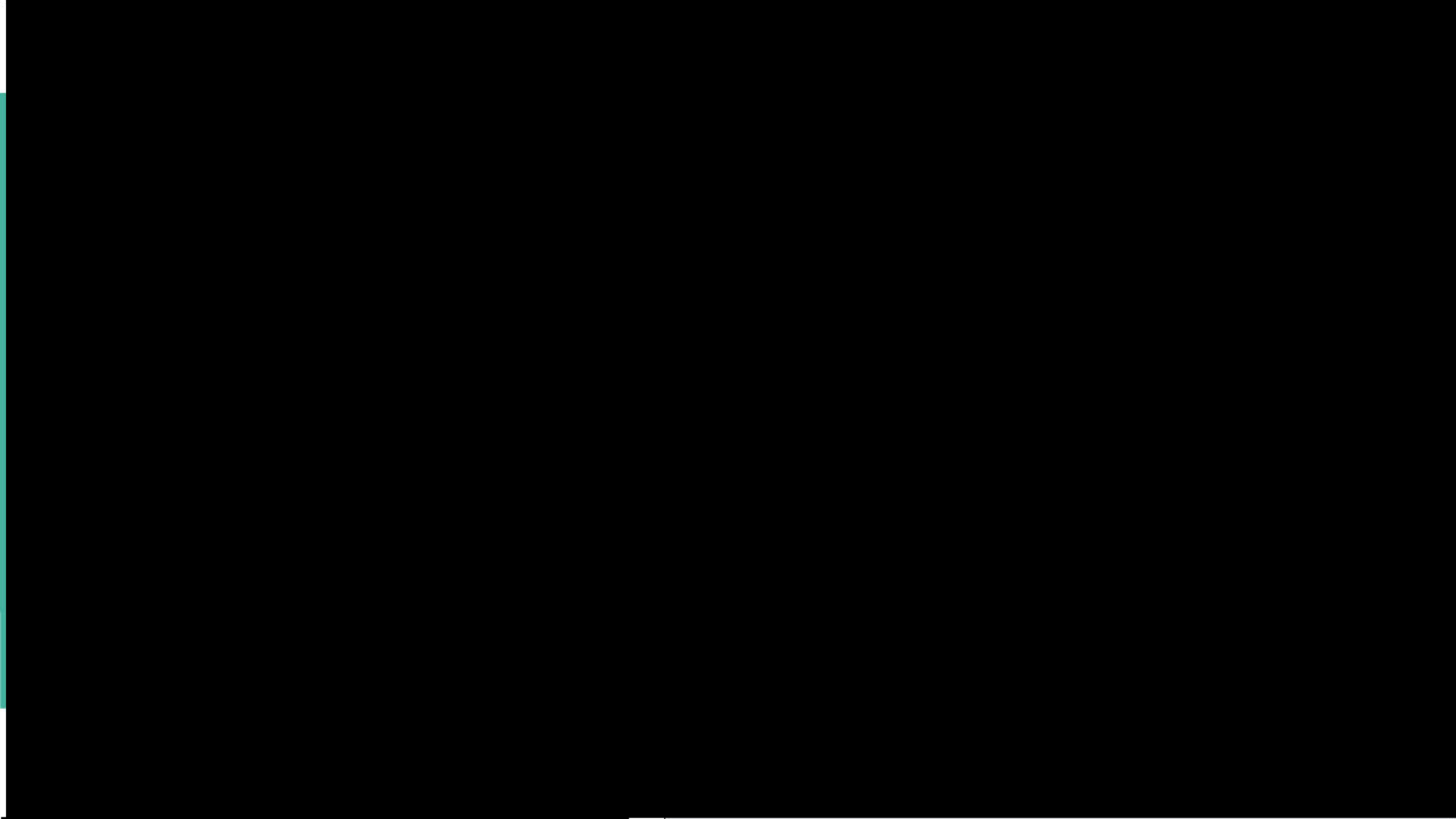


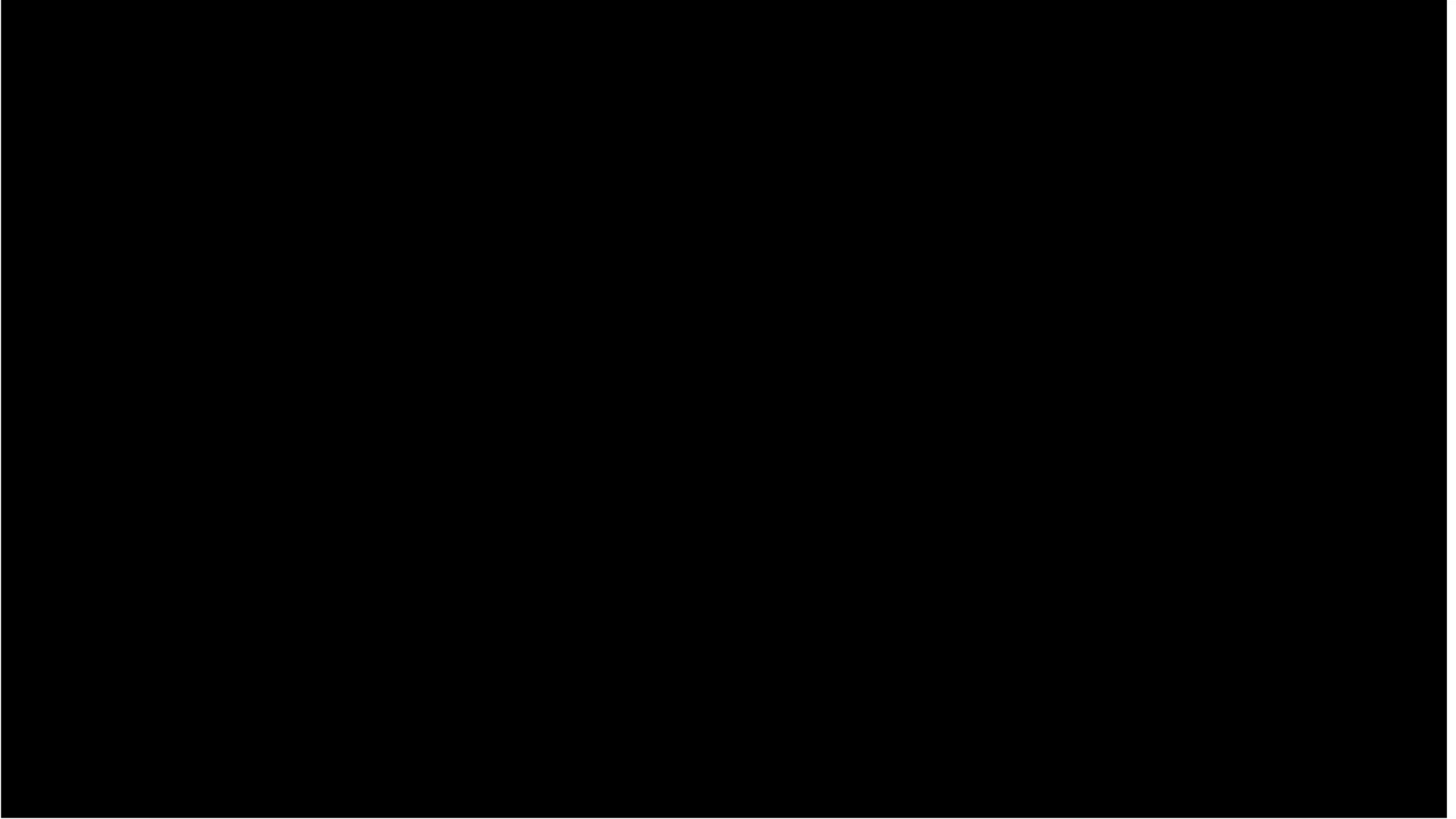


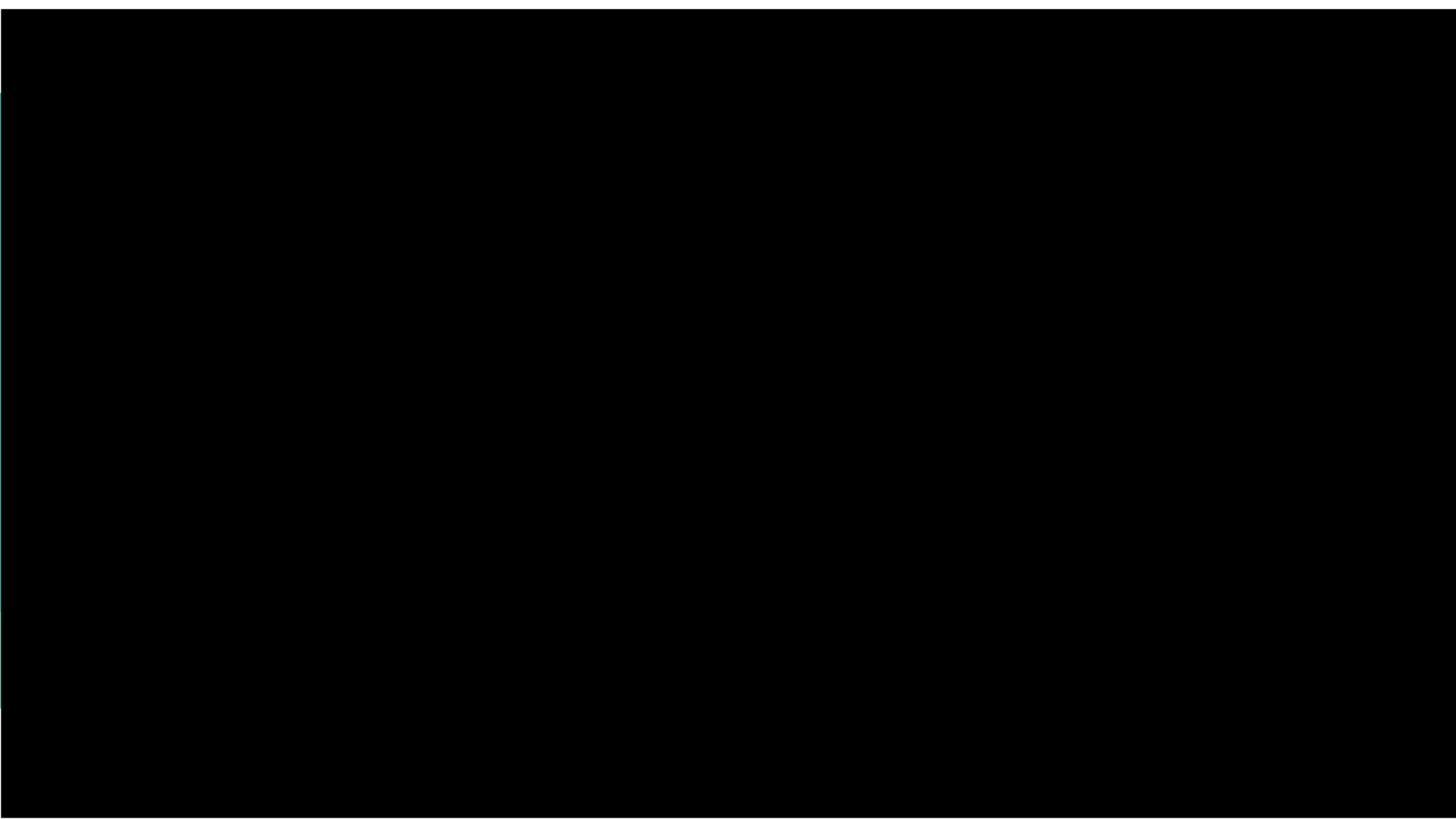


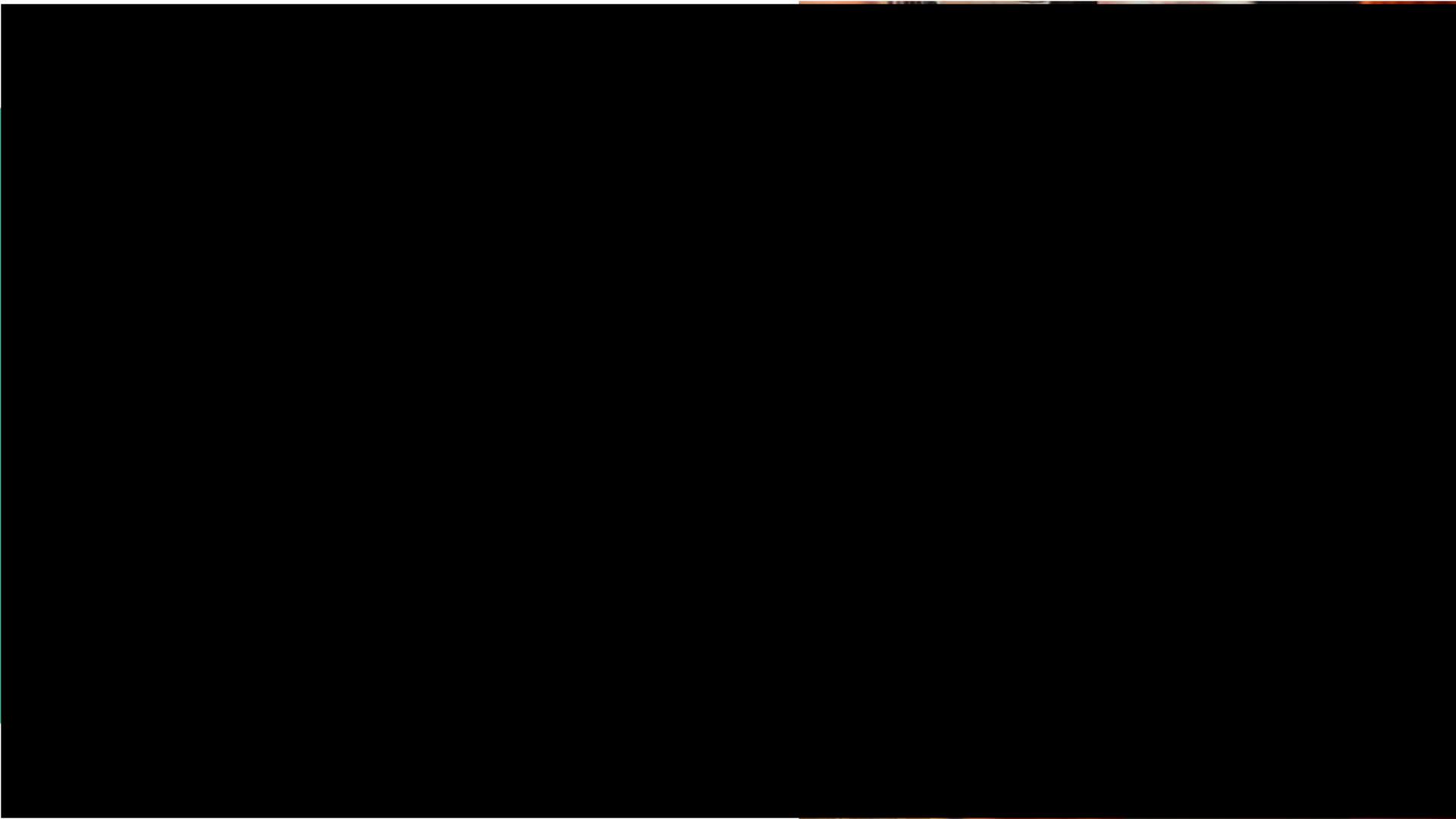


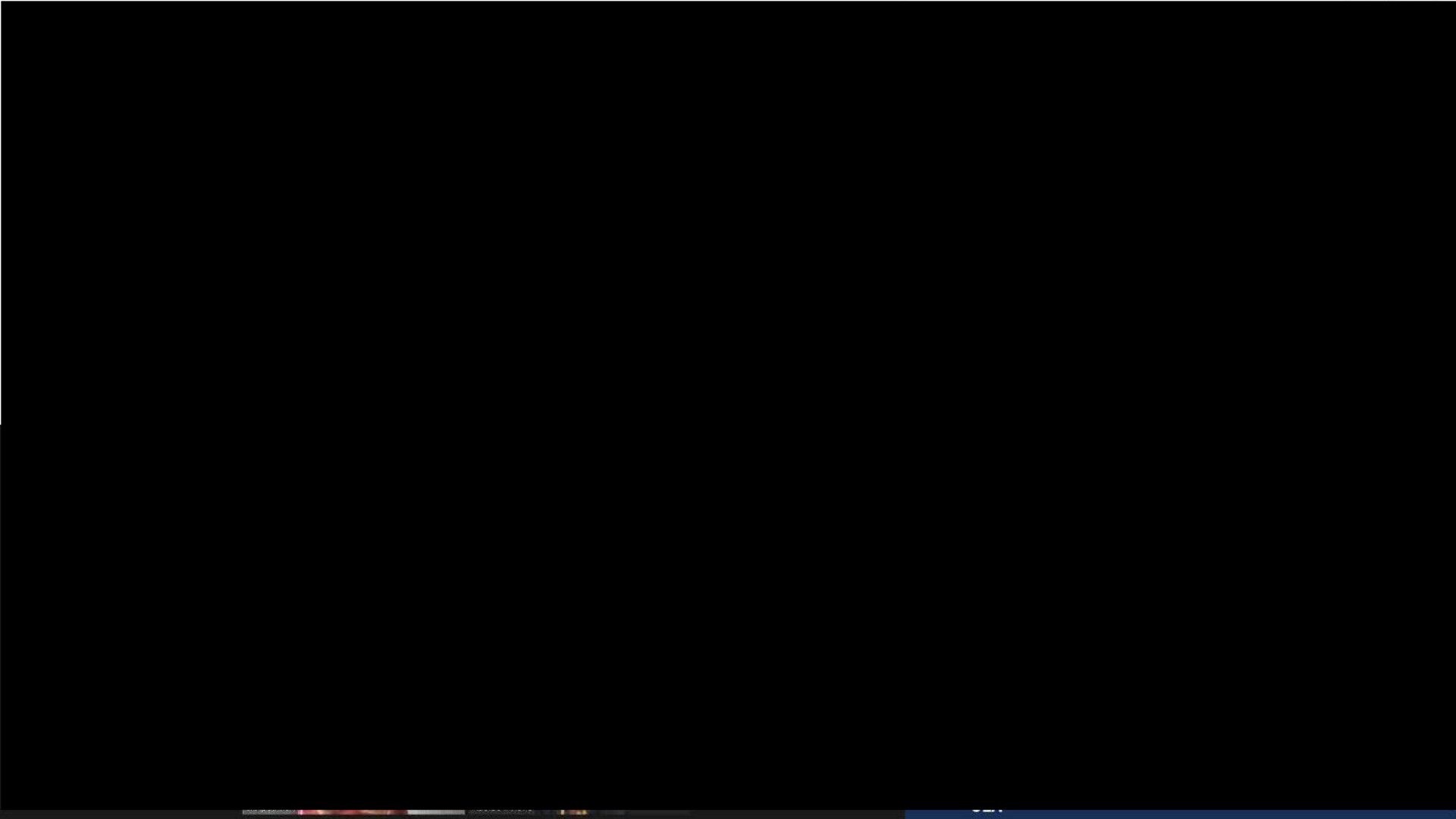


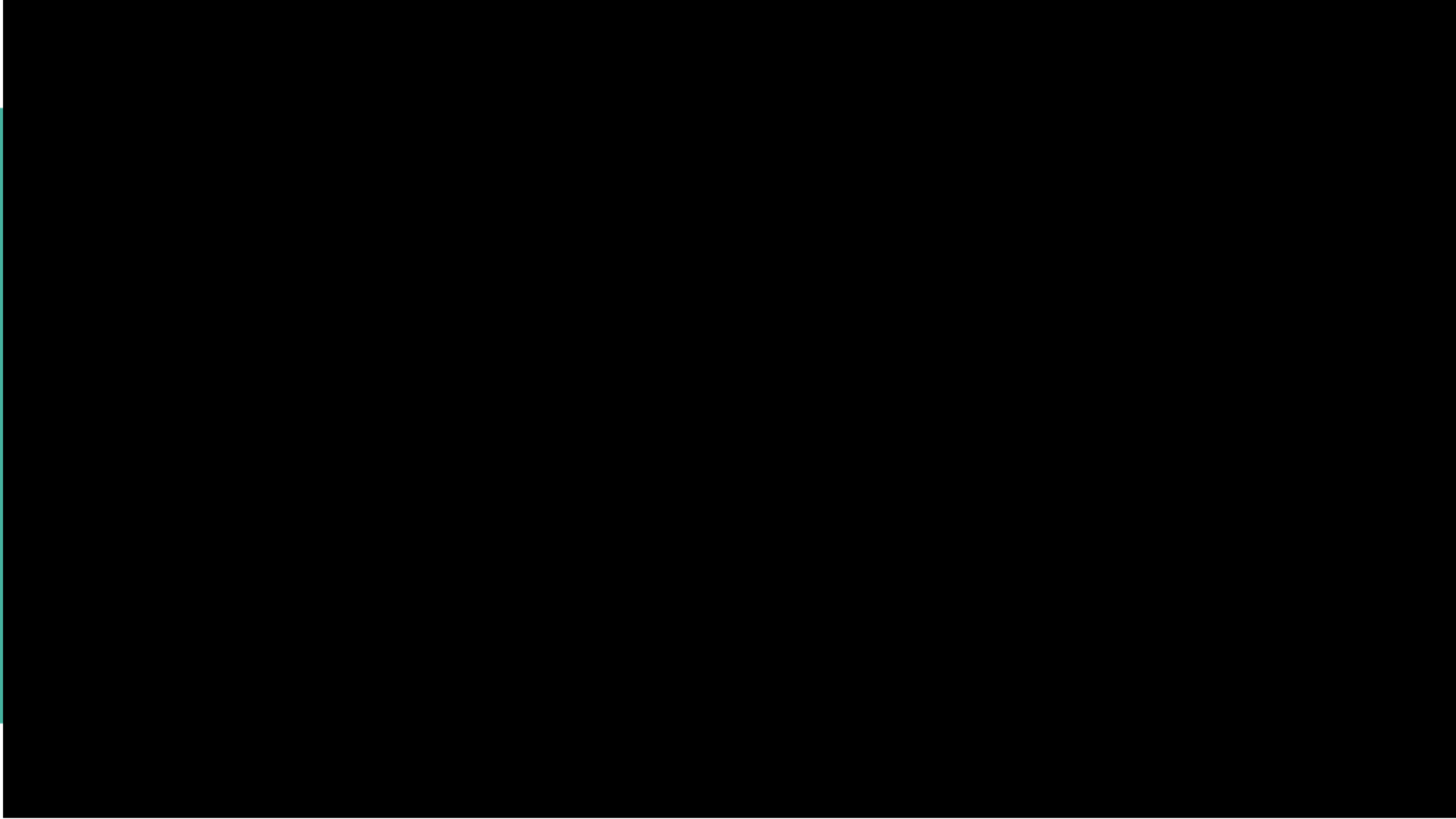


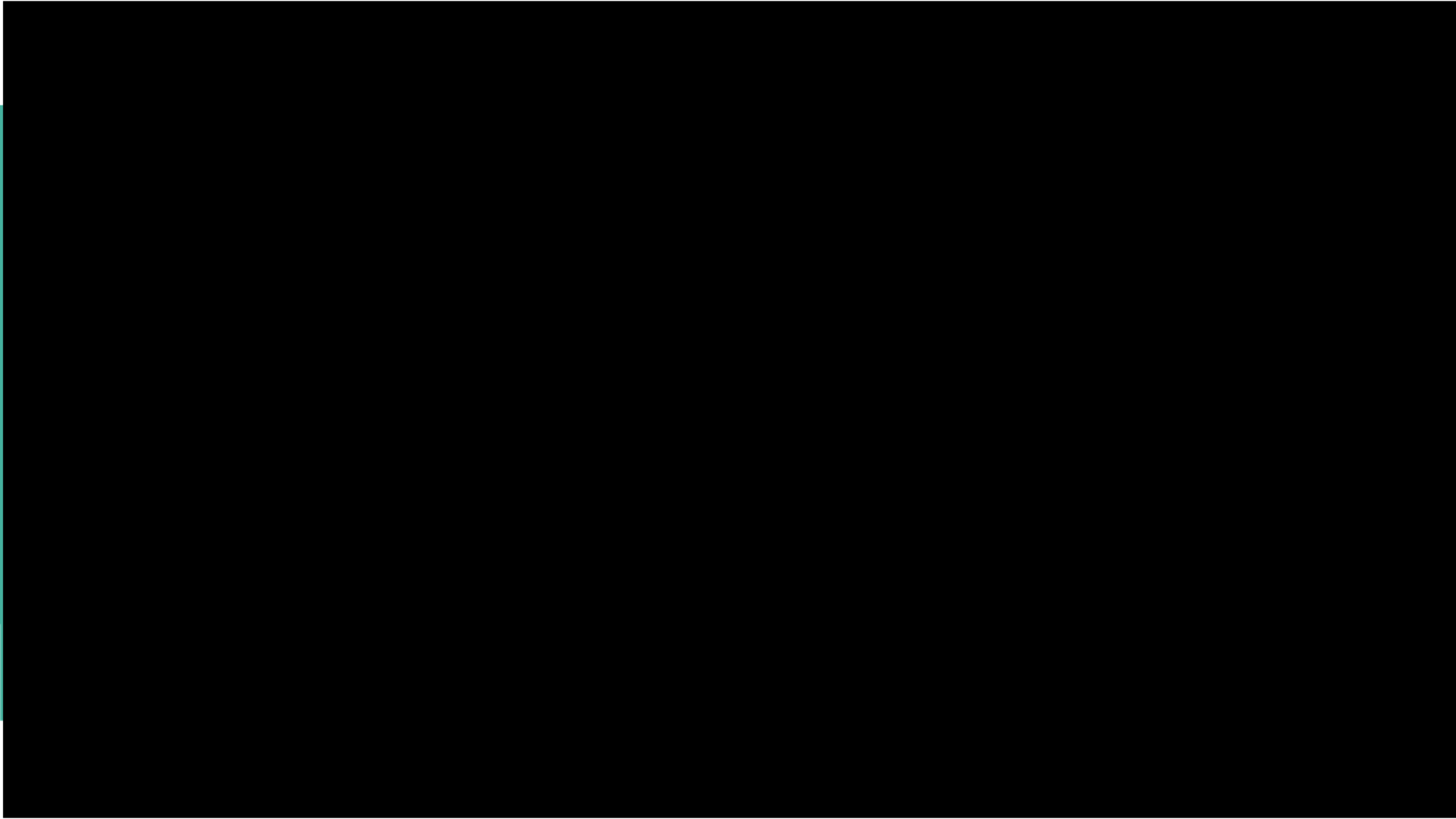












OUTCOMES, MONITORING & EVALUATION

Outcome: Leaders who understand the plastic pollution problem, have an action plan of solutions they can take, and are able to educate and pass on their knowledge within their community.

Evaluation: At the end of the training programme the participants will be asked to complete a qualitative survey to measure the impact of the programme on their knowledge of plastic pollution and asked to share their time-framed action plan.

A further qualitative survey to be completed one year later to evaluate how their plan has translated into action.



GUIDANCE FROM LOCAL EXPERIENCE

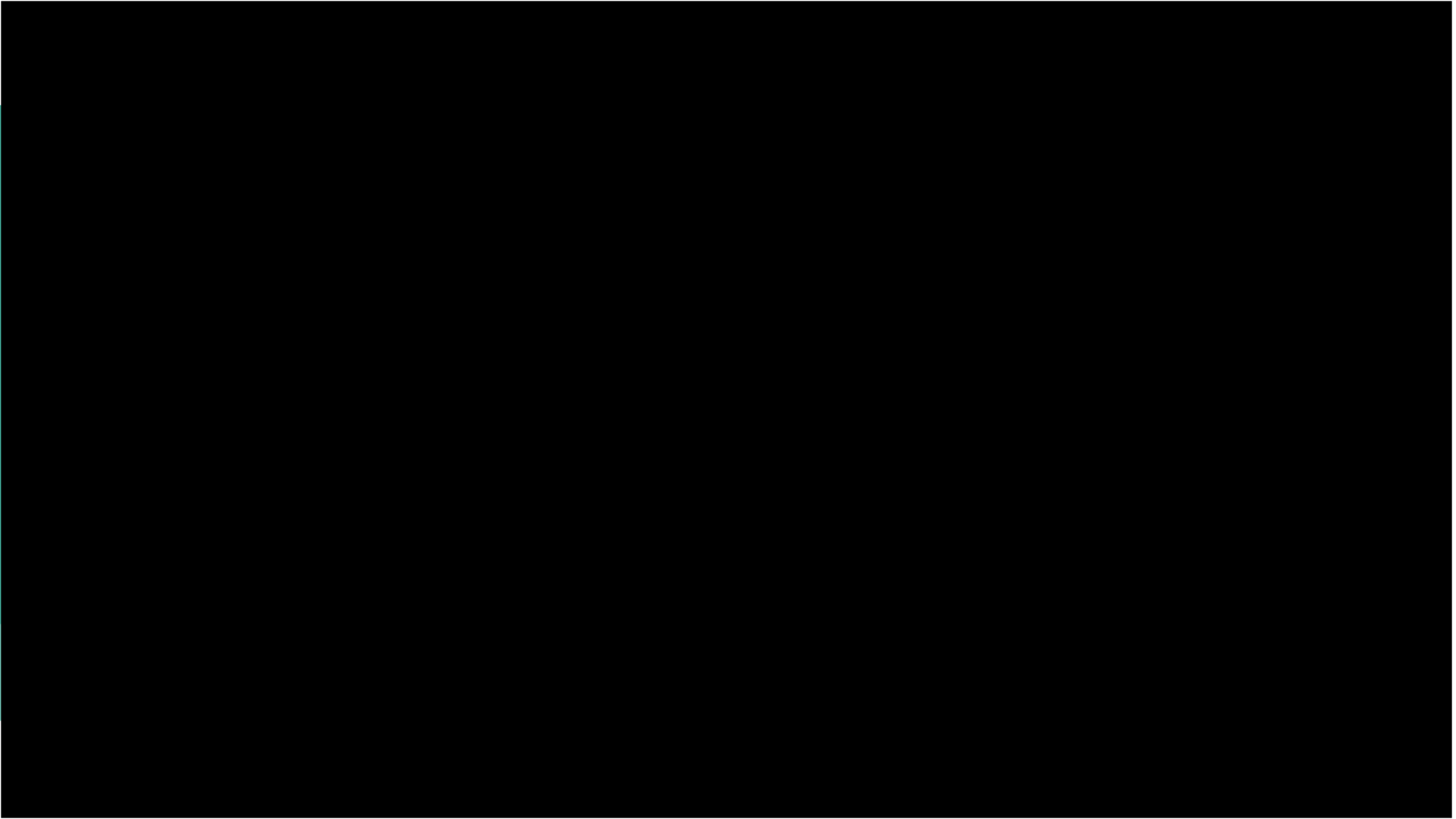
eXXpedition will work closely with local stakeholders throughout all 3 aspects of the project.

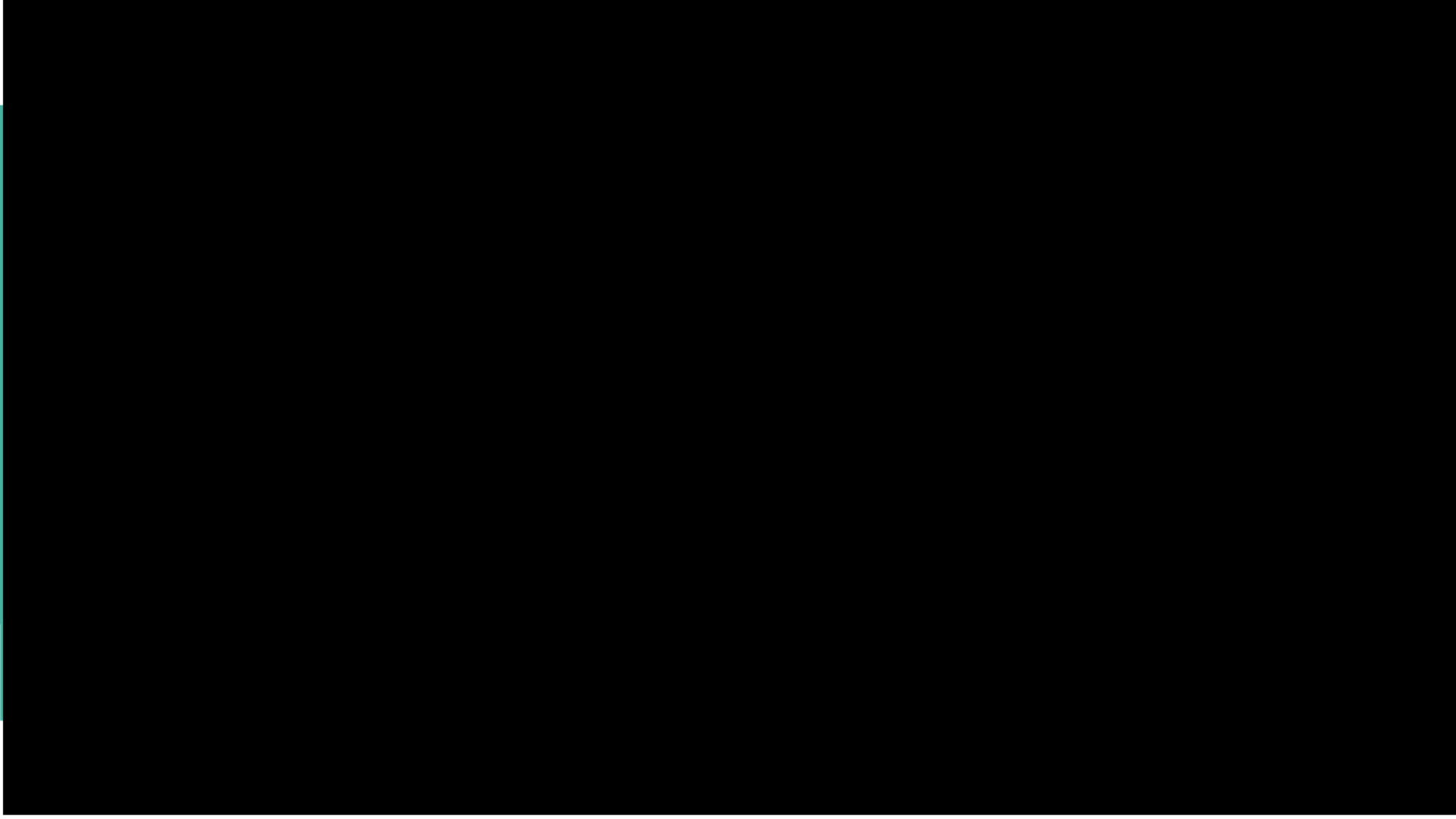
During the Leadership Training local stakeholders will be involved during session 3 to ensure local experience guides the discussion into solutions.

The Circularity Assessment is inherently locally led with a local implementation partner to carry out the on-the-ground research and bring their local knowledge to the assessment. There is also an opportunity for capacity building - our partners at University of Georgia will support training and development. This Local Implementation Partner will be recruited as soon as the project commences and will possibly be from the local university or a local NGO.

The in-person meeting in each country with representatives including national policy makers, industry, infrastructure, community, Commonwealth and eXXpedition to present the key findings from Circularity Assessment Protocol and to identify actions and opportunities for the future.

To carry out this work eXXpedition will draw on a network of partners - past, current and new.



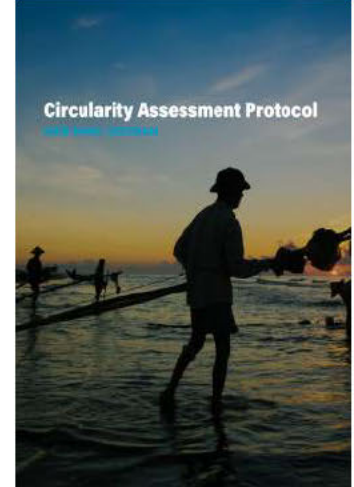
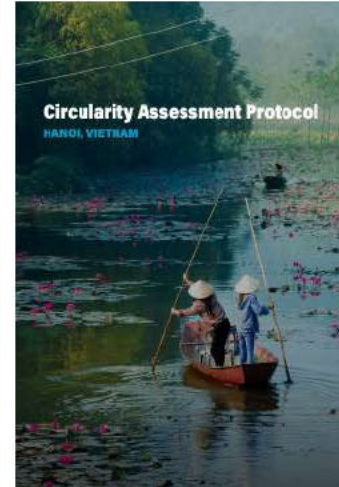
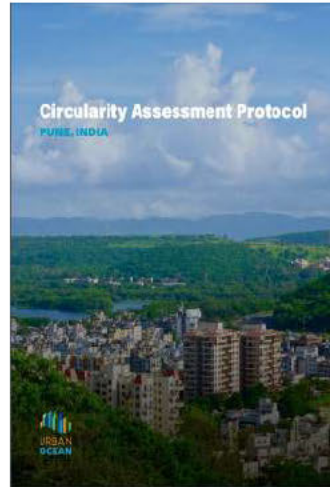


CIRCULARITY ASSESSMENT WITH UNIVERSITY OF GEORGIA

We will carry out the Circularity Assessment in partnership with the University of Georgia (UGA) and a Local Implementation Partner. UGA's Circularity Assessment Protocol (CAP) is a hub and spoke model that provides a snapshot of a location's circularity. It provides data for local, regional, or national policy and decision-making to reduce leakage of waste (e.g., single-use plastic) into the environment and increase circular materials management.

For previous CAP studies performed by the University of Georgia, please see example CAP reports from:

- [Pune, India](#)
- [Hanoi, Vietnam](#)
- [Nam Dinh, Vietnam](#)



CAP METHODOLOGY

The CAP characterizes seven community components:



INPUT

What products are sold in the community and where do they originate?



COMMUNITY

What conversations are happening and what are the stakeholders' attitudes and perceptions?



PRODUCT DESIGN

What materials, formats, and innovations are found in products, particularly packaging?



USE

What are the community trends around use and reuse of product types?



COLLECTION

How much and what types of waste are generated? How much is collected and what infrastructure exists?



END OF CYCLE

How is waste disposed? What is the fate of waste once it is properly discarded? How is it treated?



LEAKAGE

What waste ends up in the environment? How and why is it getting there?



You can find further information about the Circularity Assessment Protocol and Methodology [here](#).

CAP: How will it be carried out in Maldives?

A Local Implementation Partner will be recruited and trained by the University of Georgia team to learn methods, collect data, and provide local context to analysis. The Local Implementation Partner (LIP) will be involved through all phases of the CAP.

STAGE 1 : Pre Field Analysis

The LIP will:

- Attend virtual training (2-4 hours) with the UGA team to learn field methods.

- Assist UGA team with finding background documentation, such as solid waste management plans, for the local community.

- Review of sampling map and strategy to ensure methods are locally appropriate.

- Contacting and scheduling key stakeholder interviews with groups such as government officials, solid waste management companies, local businesses, and NGOs.

STAGE 2: Fieldwork

The LIP will:

- Conduct litter transects conducted in pre-selected locations with the Debris Tracker app (3 transects in each of 9 sites).

- Conduct store and restaurant surveys to purchase and survey common convenience products and to-go items (3 stores and 3 restaurants in each of 9 sites).

- Conduct key stakeholder interviews (typically 15-30 interviews).

STAGE 3: Data Analysis & Reporting

The LIP will:

- Weigh and characterize samples purchased in stores.

- Collaboratively review analysis from UGA team to share insights.

CAP: LOCAL IMPLEMENTATION REQUIREMENTS

A successful LIP typically has 4-6 members. Roles for the project team are described below; team members can participate in multiple roles.

Project Coordinator

- A community member with experience in project management to oversee and coordinate the entire CAP and be the primary point of contact with UGA. A general understanding of waste management in the community and some awareness of plastic issues is necessary. Experience in Geographic Information Systems is a plus; at a minimum, comfort with reading Google maps is required. General knowledge of the community about culture, social norms, safety, etc. is also required.

Field Staff - Litter Transect Team

4 people recommended

- Team members will be using mobile app technology to record georeferenced data on litter and potential sources of litter including stores, cafés, etc. Being comfortable using maps and apps on smartphones is critical. Team members will need to be willing to do a lot of walking and be outside in various conditions. We'll likely get asked questions by curious residents, so research assistants will also be liaisons with the community in explaining the project. Attention to detail is important - litter tracking can be tedious.

Field Staff - Survey Team

2 people recommended

- The survey team will be working to conduct interviews in the field sites with key players in the community, including: key stakeholders, shopkeepers, waste management workers, and informal waste sector workers. Graduate students who have either conducted surveys in the past or have an interest in this area of work are preferred.

CAP TRAINING FOR LIP

During Stage 1, the Local Implementation Partner (LIP) will attend 4 hours of virtual training with the UGA team to learn field methods, including:

- Site Assessment Field Guide presentation: Survey site selection, navigating to a site, numbering sites, selecting a litter transect, logging litter, influencing factors, photo documentation, desktop preparation of data, store sampling, common material types, food vendor sampling, plastic alternatives sampling and waste collection.
- Debris Tracker Tutorial Video
- Debris Tracker Field Guide presentation: Marine Debris Tracker app installation, account creation, GPS accuracy settings, definitions of litter data categories and how to submit data.



CIRCULARITY ASSESSMENT OUTPUT

How will it impact the litter situation in Maldives?

eXXpedition will organise an action-focused, in-person stakeholder meeting in Maldives to present the key findings from the Circularity Assessment Protocol and to identify actions and opportunities. This will involve representatives including national policy makers, industry, infrastructure, community, Commonwealth.

The meeting will provide a forum for presenting and discussing data, positive ways to engage with the issues and ideas for future direction of progress.

eXXpedition will ensure that the correct stakeholders are invited and provide travel arrangements to ensure they can attend.

Evaluation & Follow Up: At the end of the training programme the participants will be asked to complete a qualitative survey to measure the impact of the programme on their knowledge of plastic pollution and asked to share their time-framed action plan.

A further qualitative survey to be completed one year later to evaluate how their plan has translated into action.



CIRCULARITY ASSESSMENT OUTPUT:

How will it impact the litter situation in Maldives?

CIRCULARITY ASSESSMENT REPORT AND STAKEHOLDER MEETING OUTPUTS

Output 1: Effective solutions and appropriate opportunities identified from the results of the CAP. The meeting will draw together a clear plan of action across the key stakeholders and determine what support is required for the future in Maldives.

Output 2: Increased capacity in-country to be able to plan, implement and deliver on-going plastics monitoring and CAP programmes in Maldives.

Output 3: Leaders who understand the plastic pollution problem, have an action plan of solutions Maldives can take, and are able to educate and pass on their knowledge within their community.

Output 4: On completion of the Maldives CAP, a report will be produced with the consequential action plan. The CAP assessment and data will be openly available to any Maldives stakeholder to inform their decision making, highlighting effective research-driven solutions, appropriate opportunities and an action plan identified from the CAP data analysis and stakeholder engagement.

For previous studies, please see example CAP reports from:

- [Pune, India](#)
- [Hanoi, Vietnam](#)
- [Nam Dinh, Vietnam](#)



CIRCULARITY ASSESSMENT OUTPUT: PART OF A GLOBAL ASSESSMENT

Information is power. The process of CAP promotes and enables open source data whereby communities can access information about their own environment, as well as global data, which informs their decisions about what is working or where and how to intervene. The design of the project encourages capacity building for participants, stakeholders and local partners through learning methods and collaboration particularly with the CAP process where tools such as the Debris Tracker is used by researchers and the community alike. Communities that participate in CAP can better define resource needs and participate in knowledge exchange. The local community's knowledge and expertise is honoured.

This project is highly scalable and relevant to many other Commonwealth nations. As marine pollution crosses political and cultural boundaries, so must the solution. Trends across cities, countries and regions identified by the CAP can reveal research-driven opportunities beyond national borders creating a global benefit that's greater than the individual sum of its parts.

ORGANISING AND RUNNING STAKEHOLDER EVENTS

Connecting and collaborating through events is a big part of eXXpedition's community action and outreach work. During every expedition and programme during the last 9 years we have hosted stakeholder events with local participants all over the world. Our previous events have focused on bringing stakeholders together to highlight opportunities to implement solutions and galvanise plans that assists decision-makers at local, regional, national and international levels to develop successful research-driven solutions in policy, infrastructure and industry innovation.

Additionally, as an experienced public speaker, eXXpedition Founder Emily Penn has spoken around the world at conferences, universities and global companies about her adventures and issues relating to our oceans, human mindset and future society.

For a full list of Emily's past speaking events can be found [here](#).

Bringing multiple stakeholders together through these events results in new partnerships, policies, industry change and action. For example, having met the Prime Minister of Aruba during Leg 4 of our Round the World Voyage, Ambassador Juliet Carvalhal has launched a partnership with both the Government of Aruba and eXXpedition Scientific Partner Professor Jenna Jambeck to deliver an extended CAP research project for the whole of Aruba, in the bid to drive further research driven solutions.



REGIONAL STAKEHOLDER EVENTS

In September 2021, we hosted an Author's Discussion event for our Caribbean Research Paper - Source, sea and sink - A holistic approach to understanding plastic pollution in the Southern Caribbean. The event was attended by 20 stakeholders including scientific partners - University of Plymouth and University of Georgia - industry specialists, eXXpedition ambassadors, and policy makers including the Head of UNEP's Caribbean Sub-Regional office.

A similar event took place for our recently published Atlantic Research Paper - 'Synthetic microplastic abundance and composition along a longitudinal gradient traversing the subtropical gyre in the North Atlantic Ocean'.

Both these events resulted in regional collaboration between scientists and policy makers, and led to a series of research-driven initiatives such as grassroots education in Trinidad and Tobago, and a waste upcycling project in Curacao during the pandemic.



STAKEHOLDER ENGAGEMENT DURING VIRTUAL VOYAGES 2021

Each of our virtual voyages involved collaboration with local stakeholders, including representatives from NGOs, community leaders and government departments.

These stakeholders were wide-ranging including:

Commonwealth Blue Charter, Conservation International, Eco Conscious Fiji, Matanataki, Fijian Government, Vanuatu Clean, Vanuatu Conservation, World Vision, Tangaroa Blue Foundation, Australian Institute of Marine Science, Australian Department of Foreign Affairs and Trade, Department of Agriculture, Water and Environment and the Australian Government Plastics and Packaging Food Waste team, Action for Responsible Management For Our Rivers, Cetric Foundation, Commonwealth Blue Charter, Dyer Island Conservation Trust, Elkhorn Marine Conservancy, EntrepreneurshipOne, Impact Blue Foundation, Ocean Planet Media, Plastics South Africa and TriCiclos.

Stakeholder sessions were varied in their output - each discussing the effect of plastics pollution on local communities, the available solutions to tackle these issues and opportunity for collaboration between government, business and community.

You can find a summary of each of our 8 Virtual Voyage stakeholder dialogues below:

- <https://exxpedition.com/virtual-voyage-australia-dialogue/>
- <https://exxpedition.com/virtual-voyage-vanuatu-dialogue/>
- <https://exxpedition.com/virtual-voyage-fiji-dialogue/>
- <https://exxpedition.com/tonga-talanoa/>
- <https://exxpedition.com/virtual-voyage-south-africa-dialogue/>
- <https://exxpedition.com/virtual-voyage-arctic-dialogue/>
- <https://exxpedition.com/virtual-voyage-caribbean-dialogue/>
- <https://exxpedition.com/virtual-voyage-brazil-dialogue/>

A complete list of events hosted during eXXpedition Round the World 2019-21 are listed on the following 6 pages

IMPACT EVENTS & OUTREACH

We collaborated with local partners and communities at every stop of our Round the World mission - at sea and virtually - sharing our stories, experiences and findings at community events, workshops and presentations while learning and understanding more about the challenges and opportunities they face locally.

This included outreach events and engagements, ministerial meetings, school talks, crew presentations, workshops, meeting the village elders, beach and underwater cleanups, and industry-specific events.

Whether it's through talks, meetings, sharing samples with local researchers or helping support the implementation of local science programmes - like IBLab in Aruba - establishing a relationship with local leaders is key to furthering our impact long after an eXXpedition crew leaves the local shores.

We met with Prime Ministers, Governor-Generals, Environmental Ministers, Military Admirals, NGO Leaders, the Elders of the Guna Yala (San Blas) Congreso and other key representatives.

EVENT AND OUTREACH HIGHLIGHTS



VIP LAUNCH, LONDON UK
26th September 2019

The eXXpedition VIP Launch event took place at ARBORETUM. After a live broadcast on SkyNews, the evening featured a panel discussion chaired by Emily Penn. It brought together crew, partners, sponsors, CEOs and representatives from national and international NGOs, governing bodies, societies, industry, media, the Commonwealth and foreign Embassies to meet each other and toast the beginning of the Round the World project.

“We were blown away by the overwhelming feeling of bonding and energy in the room at these events that embodied the true spirit of eXXpedition.”



SEA SURVIVAL TRAINING, LONDON UK
27th September 2019

We hosted a Sea Survival Training course for our Round the World guest crew. This gave them experience and knowledge of how to use safety equipment on board a boat and survival techniques.

THE SUMMIT, LONDON UK
28th September 2019

The eXXpedition Summit was the first event of its kind, bringing together former crew members, future guest crew and interested members of the general public to hear stories from eXXpedition Ambassadors on their experiences and how they're using their superpowers to create change. From scientists to communicators, artists to businesswomen, a series of talks, panels and

workshops were designed to get attendees thinking about their place in tackling plastic and toxic pollution. Our partners also helped fuel the conversation around solutions including TOMRA's innovative reverse vending machine, Rothy's sustainable shoes upcycled from plastic water bottles and Doppo's reusable bottles.

Topics covered included tomorrow's science, where the flow of plastic is coming from and how to reach the unreachable. Participants were also given the opportunity for a breakout session with fellow attendees who had the same 'superpower' to discuss the opportunities and challenges faced in their respective areas.



**ROUND THE WORLD CREW
INDUCTION DAY, LONDON UK**
29th September 2019

An action-packed day to introduce Round the World crew members to their time on board the boat. The day of skills training included a science briefing, communications strategies such as how to handle the press and tell your story, top tips for preparing for a voyage, and event management.

TRAVEL EDGE CONFERENCE, TORONTO
2nd October 2019

Co-Founder Emily Penn presented eXXpedition's work at Gold Sponsor Travel Edge's annual conference.



PLYMOUTH LAUNCH EVENT
7th October 2019

The Plymouth Launch Event at the University of Plymouth Marine Station brought together

local Councils including the Plymouth Cabinet Member for Environment, NGOs, partners and crew. The crew conducted our first shore-based litter research studies.



DEPARTURE MEDIA STORM, PLYMOUTH 8th October 2019

Reports of the departure were shared by news agencies around the world. This included live feeds from the boat to Sky News at Sunrise and at lunchtime, and the evening news in Australia for ABC. Crews from the BBC, ITV, Channel 5, ITN and Al Jazeera also came down to interview our crew and our voices hit the airwaves on radio shows from CBC in Canada to local Radio Plymouth. Digital and print coverage included reports in The Metro, to opinion pieces in Newsweek and much more.

EXPOLAB OUTREACH EVENT AZORES 21st October 2019

Crew shared their experience of crossing an ocean on board TravelEdge with the media, local science partners and local government officials at Expolab Science Center. Professor António Frias Martins, one of the founders of Expolab dubbed our crew "The new Darwin explorers" in his introduction, "not only discovering the beauty of the ocean, but trying to save it."

OUR OCEAN, OSLO 24th October 2019

Co-Founder Emily Penn presented eXXpedition's work at Our Ocean in Norway attended by Government Ministers from around the world.



AZOREAN GOVERNMENT MEETING AND OUTREACH, AZORES 27th October 2019

Crew meets with the Azorean Government for an outreach event with the community at the Parque Atlantico Mall and the University of Azores to promote local action on plastic pollution.



WASTE MANAGEMENT FACILITY VISIT, AZORES 28th October 2019

Crew visits the Azores Musumi Waste Management facility to learn more about how waste is managed in small island communities.



SANTA BARBARA NURDLE HUNT, AZORES 29th October 2019

Pre-departure CAP Survey, sediment samples, and a nurdle hunt across Santa Barbara beach where the crew found 424 nurdles in less than 30 minutes!



ANTIGUA YACHT CLUB AND MINISTERIAL EVENT, ANTIGUA 17th November 2019

Upon arrival in Antigua, the crew shared their stories travelling through the North Atlantic Gyre with an audience of 100 people at the Club House at Antigua Yacht Club. The event was also attended by the Antiguan Minister of Tourism, the honourable Charles Fernandez, who was also able to discuss the government's approach to plastic pollution in Antigua.



GOVERNOR OF ANTIGUA MEETING ANTIGUA 17th November 2019

Mission leaders Sally Earthrowl and Winnie Courtene-Jones met with the Governor of Antigua, his Excellency Sir Rodney Williams,

Lady Williams and Brent Scotland to discuss eXXpedition's mission, the challenges Antigua faces, and the work they are doing towards reducing their plastic footprint.



GREEN ISLAND BEACH CLEAN UP, CARIBBEAN 24th November 2019

Upon arrival at Green Island, the crew conducted a beach clean up and survey, filling over 6 large bags with items ranging from fishing lines to plastic containers with teeth marks, to tires and laundry baskets. It was a contrast to the paradise they were in, which inspired our crew members to write a blog with tips on minimising your impact when you travel.



SCHOOL PRESENTATION ANTIGUA 26th November 2019

Event at Cobbs Cross Primary School to share the crew's firsthand experience onboard TravelEdge and share information about microplastics, women in adventure sailing and science as well as the number of possible solutions!



PRESENTATION AT MILL REEF CLUB

27th November 2019

Mission Leader Sally Earthrowl gives a presentation to 30 Mill Reef Club members and the Governor Sir Rodney Williams on the aims and goals of eXXpedition followed by a Q&A.



WASTE MANAGEMENT FACILITY VISIT ANTIGUA

29th November 2019

The crew had a confronting visit to the National Solid Waste Management Authority, with a glaring juxtaposition between paradise and piles of waste.



UNDERWATER CLEANUP BONAIRE

4th December 2019

During the stop in Bonaire, the crew went snorkeling and conducted an underwater cleanup with our local partners at DiveFriends Bonaire, helping collect data for Project Aware. They logged everything from bottle tops to pieces of carpets and clothing to remnants of a shoe heel! The cleanup was followed by a community discussion and experience sharing.



SCHOOL PRESENTATION ARUBA

7th December 2019

Outreach event was held with Impact Blue, a non-profit who works with national stakeholders to design and promote environmentally friendly practices in daily operations of the private sectors, at the International School of Aruba. It was a sold-out crowd of over 100 people.



CIRCULAR ECONOMY EVENT ARUBA

7th December 2019

The crew visited Plastic Beach Party to learn about recycling and how to turn PET, PP, HDPE, LDPE, PS, PLA, PC & ABS into reusable products.



PRESENTING AND DISCUSSIONS AT COP25 MADRID

7th December 2019

Emily Penn joined our partners Copernicus Marine Service and Mercator Ocean at COP25 in Madrid during EU Ocean Day and our partners at the Commonwealth around the core theme for the conference, 'Time to Take Action.'

VISIT TO SERILIMAR UPCYCLE CENTRE ARUBA

12th December 2019

Crew conducted a CAP Waste survey with Impact Blue Foundation before visiting the Serilimar Upcycle Centre. This is the first station of its kind in Aruba, pioneers in creating a circular economy in the region.



MEETING THE PRIME MINISTER OF ARUBA

16th December 2019

Mission leader Sally Earthrowl and the crew had the privilege to meet with Aruba's Prime Minister Evelyn Wever-Croes. They discussed the challenges and opportunities around the plastic

pollution crisis and how the scientific programme could be continued locally through the Impact Blue Foundation to help develop solutions. Prime Minister Wever-Croes shared her support for our mission on social media.



AUDIENCE WITH THE GUNA CONGRESO, GUNA YALA (SAN BLAS)

18th December 2019

The crew stopped in the indigenous community of Guna Yala, an archipelago of over 365 islands, where at least 50 are uninhabited. Our crew was honoured to be given an audience with the Guna Congreso, seeking permission to conduct our scientific research in their territory. The science advisors to the elders were invited onboard to learn more about our equipment and methodology.



SCHOOL PRESENTATION, GUNA YALA (SAN BLAS)

18th December 2019

Professor Elias Perez from Kuna Yala Expeditions organised a visit to the local community school where the crew learnt about the regional waste

management challenges faced not only by Guna Yala but also many other island nations across the world.



OUTREACH EVENT, SHELTER BAY MARINA, PANAMA 21st December 2019

Shelter Bay Marina welcomed the crew back to land by hosting a talk at the marina, where we were joined by Dr. Denise Borrero, our local science collaborator, and Valentina from ANCON, an NGO working towards tackling the problem across the region.



UNINHABITED ISLAND CLEANUP, PANAMA 22nd December 2019

Before crossing the Panama Canal, the crew stopped at an uninhabited idyllic island that was ruined by plastic pollution that had been washed up by the winds and the currents. Seeing many items that we use on an everyday basis, the cleanup was a moment for our crew to reflect on the role we all have to play in solving this problem.



PRESENTATION AT BOOT DUSSELDORF, GERMANY 18th January 2020

Emily Penn took the stage at the world's biggest boat show, engaging thousands of attendees with our mission as part of 'Love Your Ocean'.

SCIENCE AND SOLUTIONS EVENT PANAMA 28th January 2020

A science and solutions breakfast event was held at the JW Marriott Panama hosted by Gold Partner and Voyage Leg Sponsor Travel Edge, where the crew discussed how companies within the travel industry can take steps to eliminate single-use plastic.

CAP SURVEY PANAMA CITY 28th January 2020

The crew conducted a waste management survey in Panama City, logging any items they came across on the Marine Debris Tracker. They also collected sediment samples to be analysed back at the University of Plymouth.



BIOMUSEO OUTREACH EVENT PANAMA CITY 28th January 2020

Science Lead Winnie Courtene-Jones took the stage at Biomuseo for an outreach event with over 70 community members in attendance, including the Ambassador from the British Embassy, our partners from the Guna Yala Congress and representatives from the local NGO ANCON.



A WILD WELCOME TO SAN CRISTOBAL ISLANDS, GALAPAGOS 6th February 2020

Crew jumped into 3,000-meter deep waters to scrub the hull two days before anchoring, to comply with the Galapagos Marine Reserve rules preventing vessels from bringing any type of invasive species into the protected area. Hundreds of red-footed-boobies welcomed our boat to San Cristobal Island.



COMMUNITY EVENT, GALAPAGOS 7th February 2020

The crew engaged the local community at an event hosted by the Galapagos Science Center to learn more about the initiatives of the Plastic Pollution Free Galapagos led by the Galapagos Conservation Trust.



VISIT TO WASTE MANAGEMENT FACILITY, GALAPAGOS 7th February 2020

The crew visited the San Cristobal waste management facility where they process about 25 tonnes of plastic per month, and shared their firsthand experiences at a community outreach event, both hosted by our partners at the Galapagos Science Center.



UNDERWATER BEACH CLEANUP, GALAPAGOS 10th February 2020

The crew were invited to join the underwater beach clean that happens 3 to 4 times a year and help save sea urchins from fishing gear.



BEACH CLEAN IN REMOTE UNINHABITED PART OF THE GALAPAGOS NATIONAL PARK

15th February 2020

Our crew took part in a beach clean in a remote uninhabited part of the Galapagos National Park in partnership with the Galapagos Science Center and the Galapagos Conservation Trust. During their short time there, the crew collected an astounding 3,380 microplastic fragments, along with bottles, ropes, styrofoam pieces and five pairs of shoes!



COMMUNITY OUTREACH EVENT, GALAPAGOS SCIENCE CENTRE

16th February 2020

Dr. Winnie Courtene-Jones gave talks at a family community event hosted by the Galapagos Science Center and invited children onboard S.V. TravelEdge, inspiring the next generation of changemakers.



CERTIFICATE OF WORK, GALAPAGOS

17th February 2020

Rear Admiral from the Ecuadorian Ministry of Defence and the Galapagos Port Captain presented our crew with a certificate recognising eXXpedition's work in marine conservation.



PRESENTATION WITH TOMRA AT EUROSHOP, DUSSELDORF

17th February 2020

Emily Pern presented for Sponsor TOMRA at the world's leading trade fair for retail, connecting with industry on circular economy solutions.



OUTREACH EVENT RAPA NUI (EASTER ISLAND)

3rd March 2020

After 14 days at sea, the crew shared their experience and findings at the public library – in partnership with Toki Rapa Nui, Plastic Ocean Chile and Te Mau O Te Vaikava – with an audience of over 50 people.



CLEANUP AND CAPLITE SURVEY ON RAPA NUI (EASTER ISLAND)

8th March 2020

The crew carry out a CAPLITE survey of local litter on Rapa Nui and a beach cleanup in partnership with local NGO Te Mau O Te Vaikava O Rapa Nui before they set sail for Tahiti on International Women's Day.



CLEANUP AND CAPLITE SURVEY ON RAPA NUI (EASTER ISLAND)

8th March 2020

The crew carry out a CAPLITE survey of local litter on Rapa Nui and a beach cleanup in partnership

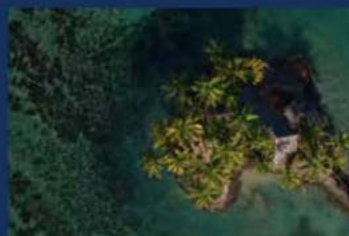
Nui before they set sail for Tahiti on International Women's Day.



VIRTUAL VOYAGE TONGA EVENT

1st February 2021

A virtual "Talanoa," was held with local representatives from the Kingdom of Tonga to talk about the local challenges of a global issue. OHA! Incorporated, The Commonwealth Secretariat and No Pestiki led a thought provoking discussion, opening doors for opportunities to explore ways to work on addressing plastic pollution in the region.



VIRTUAL VOYAGE FIJI EVENT

11th February 2021

A virtual "Talanoa" was joined by local Fijian representatives to discuss how the plastics issue is affecting the island nation, and solutions from sea to source. Local representation from Conservation International, Eco Conscious Fiji and Matanataki joined the conversation, as well as local advisors to the Fijian government and representatives from the Commonwealth Blue Charter.



VIRTUAL VOYAGE AUSTRALIA EVENT 23rd March 2021

A virtual "Dialogue" was held with local representatives, including the Tangaroa Blue Foundation, researchers from the Australian Institute of Marine Science, the Assistant Director of the Australian Department of Foreign Affairs and Trade and the Department of Agriculture, Water and Environment, the government Plastics and Packaging Food Waste team, as well as a representative from the Commonwealth Blue Charter. A purposeful and informative discussion took place to share insights to plastic pollution within Australia and the solutions to this issue.



VIRTUAL VOYAGE VANUATU EVENT 29th March 2021

A virtual "Talanua", was joined by local Vanuatu representatives to discuss how the plastics issue is affecting the island nation, and solutions from sea to source. Local representatives took part from Vanuatu Clean, Vanuatu Conservation and World Vision.



VIRTUAL VOYAGE SOUTH AFRICA EVENT 29th April 2021

South Africa was the local focus of Watch 4. The women took part in a virtual "Dialogue", where crew were joined by South African representatives to discuss how the plastics issue is affecting the nation, and solutions from sea to source. Local representatives included an Ambassador, Plastics South Africa, Ocean Planet Media, Action for Responsible Management For Our Rivers, Cetric Foundation and Dyer Island Conservation Trust.



KEYNOTE AT SAP SUSTAINABILITY SUMMIT 29th April 2021

Emily Penn presented eXXpedition's work and preliminary scientific findings at SAP's first Sustainability Summit that brought together industry leaders with the aim to become zero waste and work together to implement a circular economy. eXXpedition's data provides insights to where the solutions lie within the supply chain to eliminate waste.



VIRTUAL VOYAGE BRAZIL EVENT 13th May 2021

A virtual "Dialogue" was hosted focused on Brazil. The fourth largest producer of plastic waste in the world, Brazil produces around 11.4 million tons each year. Of this, an estimated 325,000 tons of plastic ends up in the Atlantic Ocean surrounding Brazil. The Virtual Voyage Brazil crew were joined by local stakeholders from Brazil, including eXXpedition Ambassador and UN Climate Champion for Brazil Daniela Lerario from TriCiclos. The crew discussed the challenges and solutions of plastic pollution for this nation.



VIRTUAL VOYAGE CARIBBEAN EVENT 27th May 2021

A virtual "Dialogue" was joined by local stakeholders from Impact Blue Foundation, a scientific researcher, an industry expert and a representative from the Commonwealth Blue Charter. A purposeful and informative discussion took place to share insights to plastic pollution within the Caribbean region and the solutions to this issue.



VIRTUAL VOYAGE ARCTIC EVENT 10th June 2021

A virtual "Dialogue" was joined by local stakeholders, Norwegian environmentalists and an Arctic explorer who is based in Greenland. A purposeful and informative discussion took place to share insights to plastic pollution within the Arctic region and the solutions to this issue.



CARIBBEAN RESEARCH DISCUSSION 14th September 2021

A virtual event was held to discuss eXXpedition's recently published Caribbean research paper: Source, Sea and Sink – a holistic approach to understanding plastic pollution in the Southern Caribbean. This event was led by authors of the paper and Caribbean stakeholders.

ROUND THE WORLD WRAP UP CELEBRATION 5th October 2021

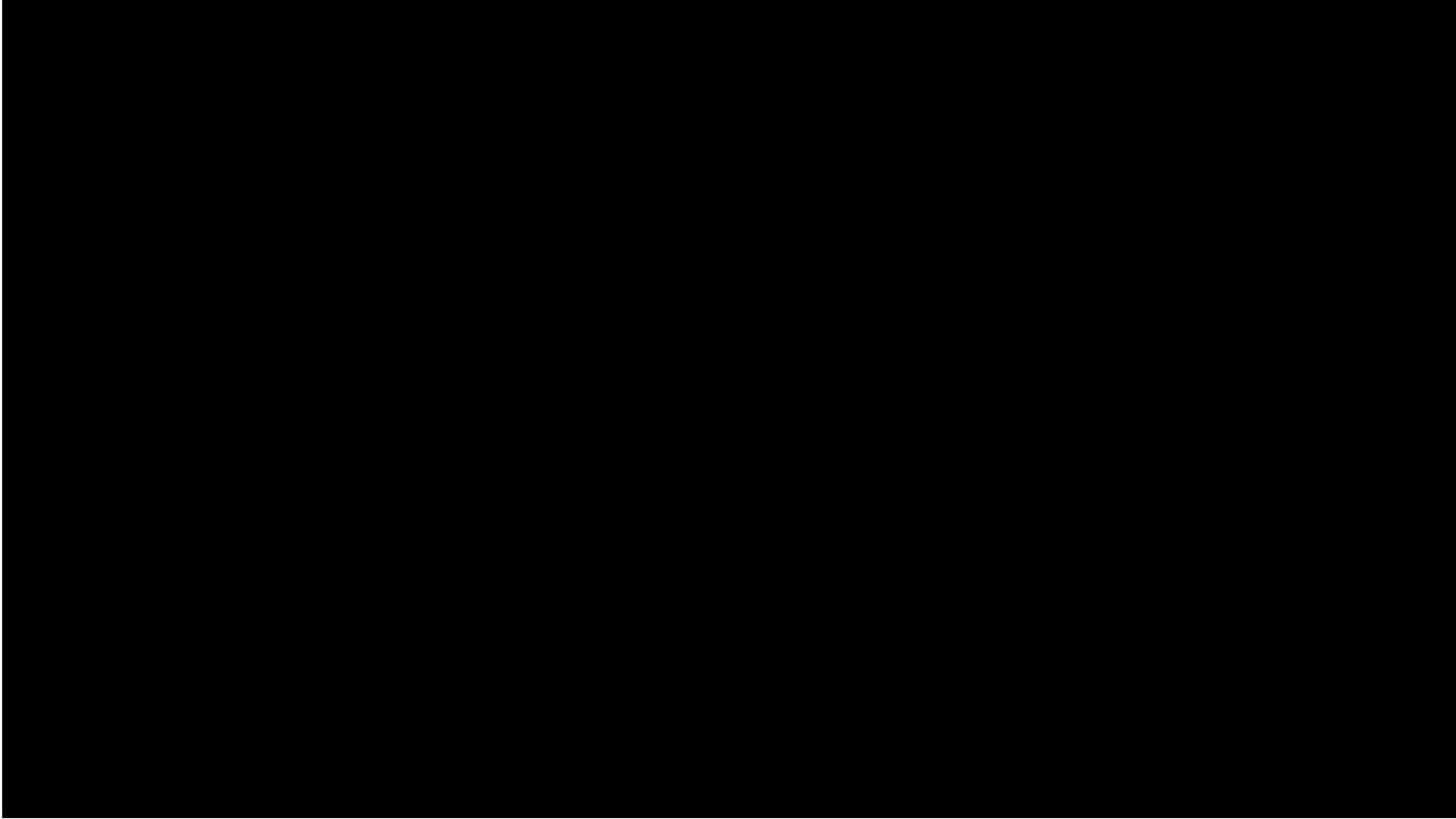
Crew members, partners, sponsors and members of the eXXpedition community joined the eXXpedition team for nibbles and a glass of bubbles to toast the last 3 years of work.

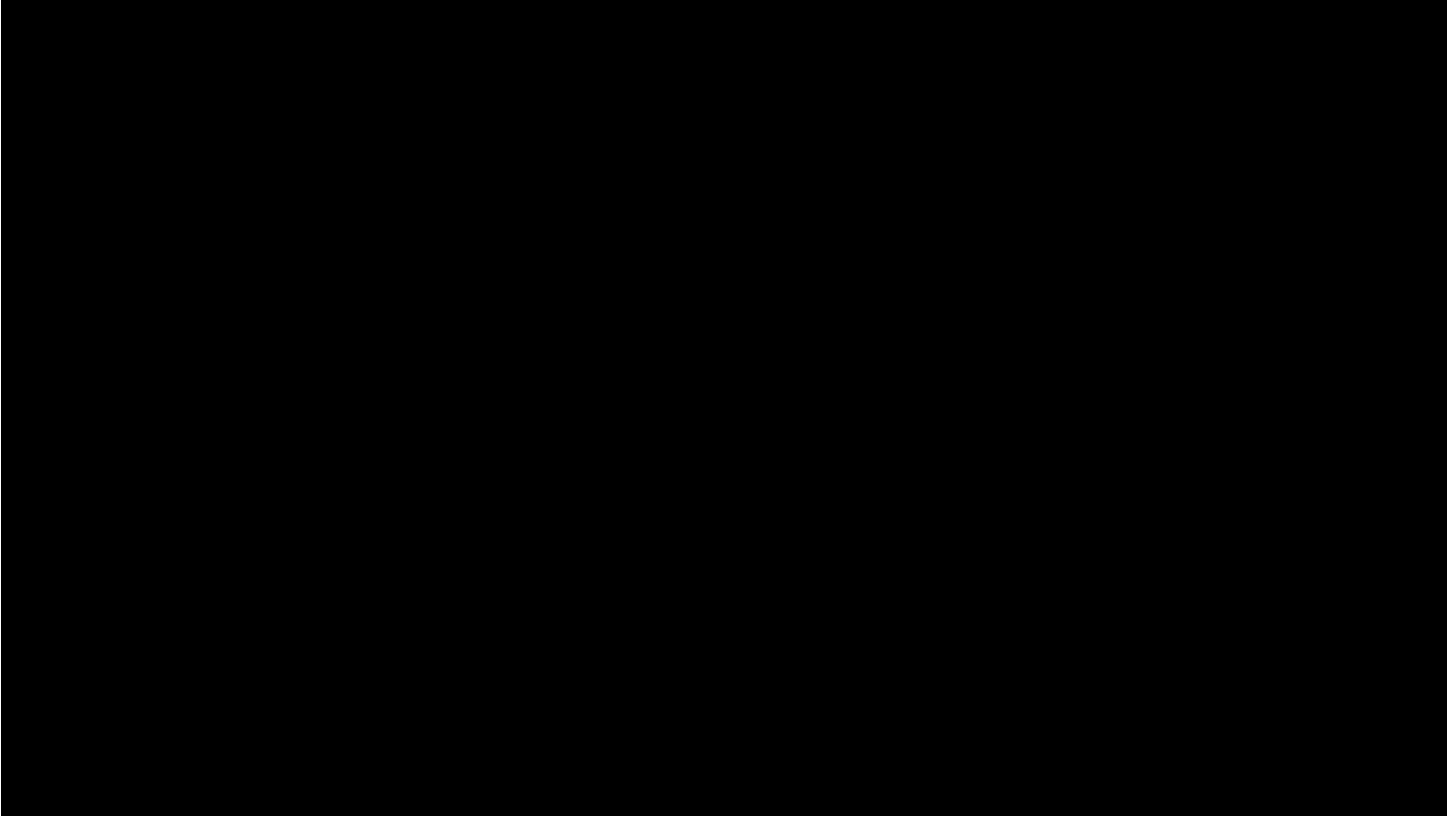
PROJECT MANAGEMENT PROCESSES

eXXpedition is highly experienced delivering major international projects as demonstrated during eXXpedition Round The World 2019-21, a project that involved over 80 partners, 300 guest crew participants and 40 events. All systems are in place to enable streamlined and efficient workflow internally and between all participants and stakeholders.

ALTERNATIVE OPTIONS IN CASE OF TRAVEL RESTRICTIONS

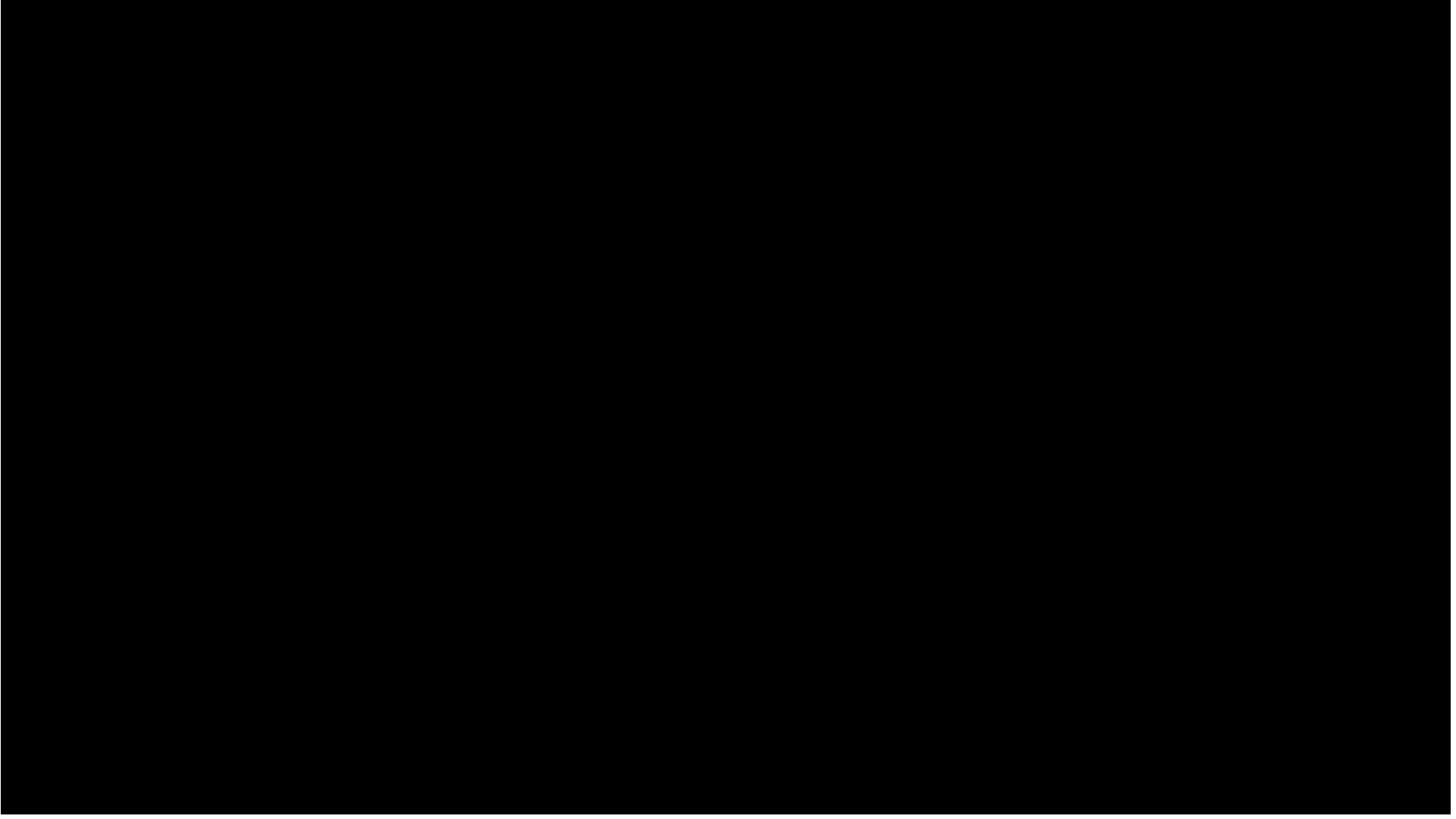
- During the Virtual Leadership Programme, the Training and Workshops are scheduled to take place virtually or remotely, so would be unaffected by travel restrictions.
- Data collection in Maldives will be carried out by staff hired within the country, allowing data collection to proceed in case of international travel restrictions.
- If travel restrictions prevent eXXpedition and other international stakeholders from attending the Stakeholder Meeting at the conclusion of the Virtual Leadership Programme, eXXpedition will remotely manage logistics for the meeting. This will allow in-country stakeholders to meet in person, with eXXpedition staff joining the meeting virtually. If necessary, the Stakeholder Meeting can be conducted entirely virtually.



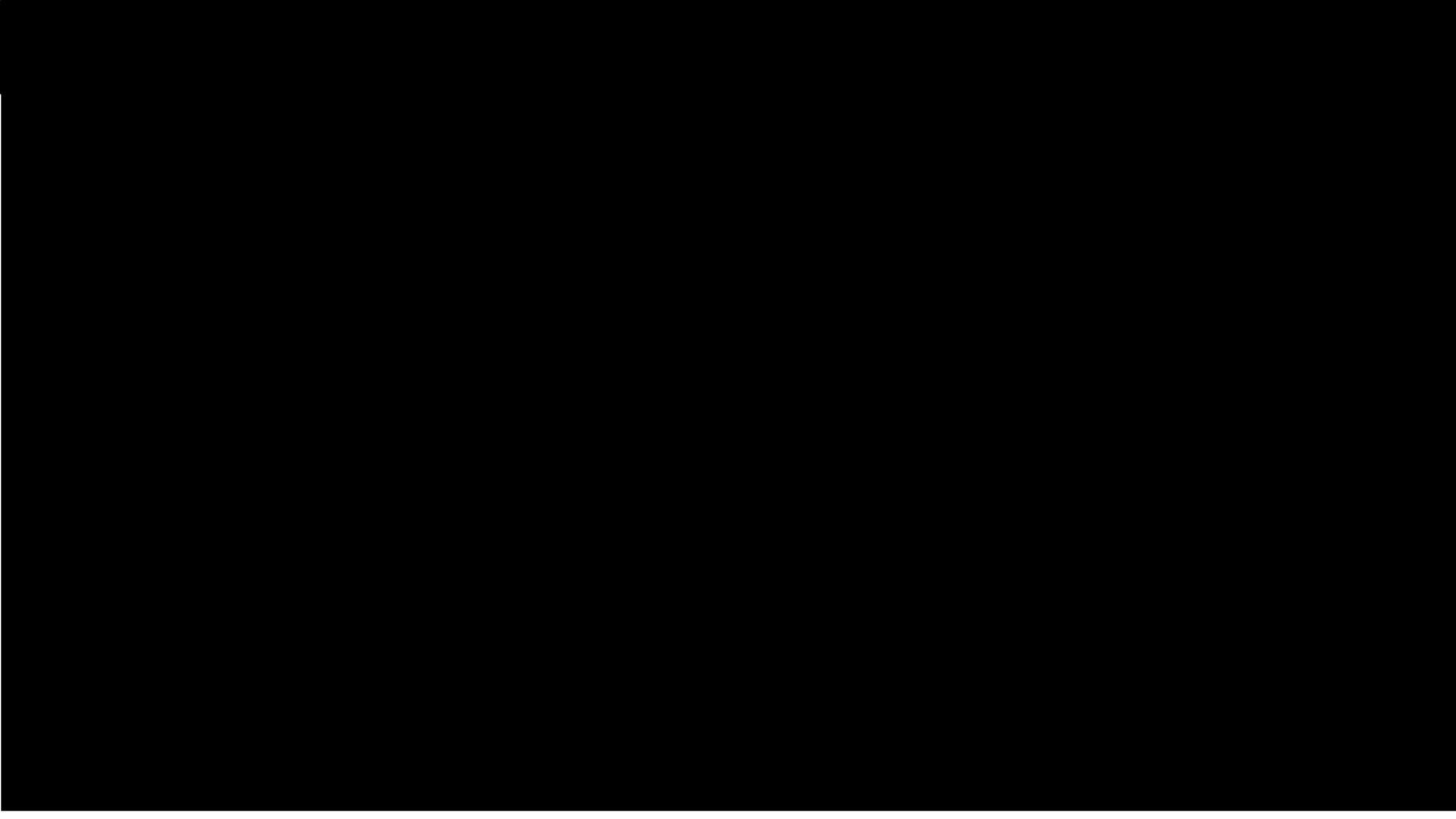


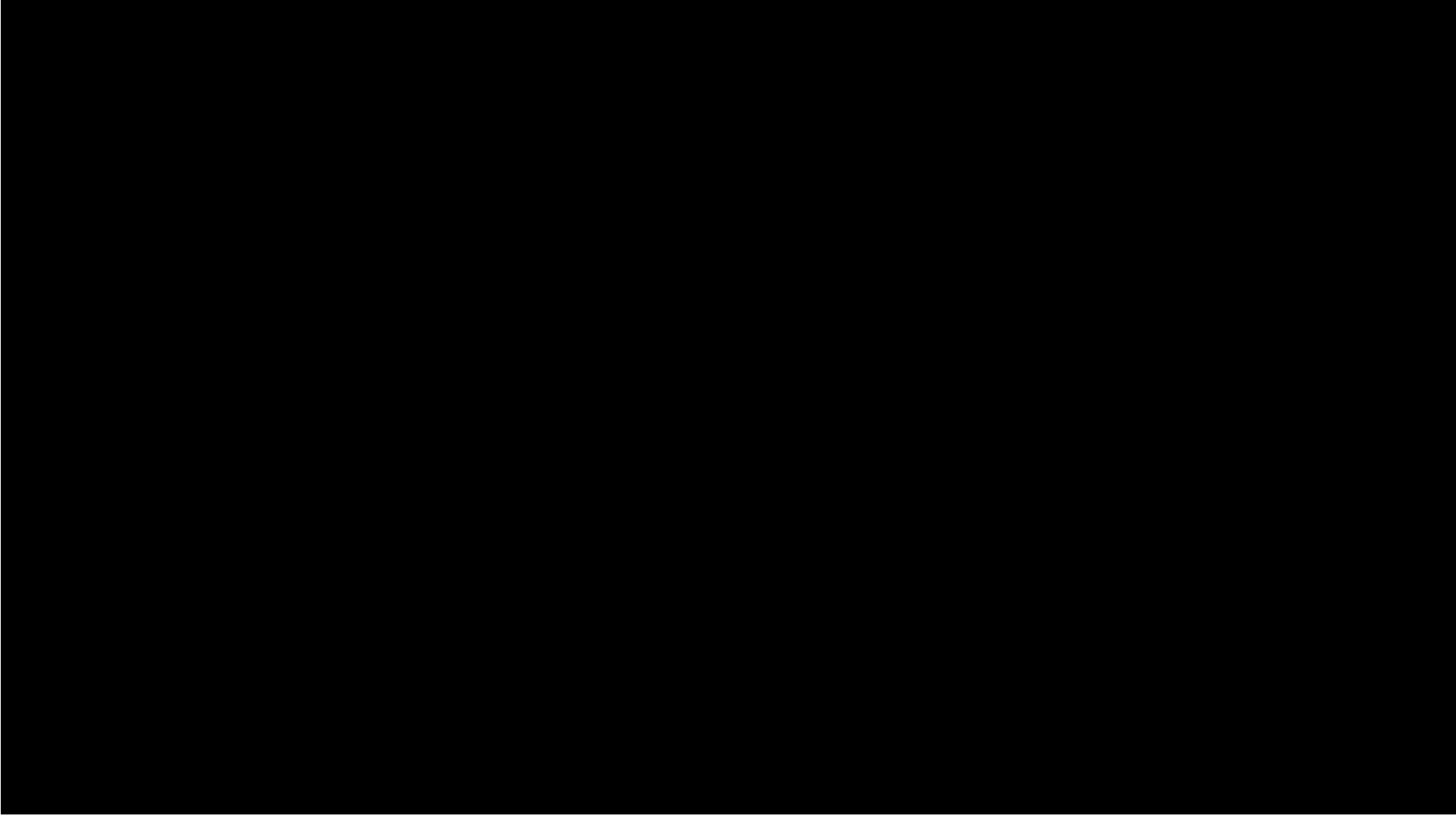
RISKS

- A significant risk - Some participants may have unequal access to the tools required for a virtual training programme. We would overcome this by ensuring all participants have the access they need to take part and providing equipment if necessary.
- A possible risk - The assessment and collection of litter for the circularity assessment can be hazardous. We will overcome this through effective safety briefings and equipment provision.
- Technical - Local Implementation Partner does not deliver data to the standard that we require. We will mitigate this through: digital tools (google drive, mural), manuals, training, and a close working relationship with the implementation partner.
- Regulatory - if regulation means people can not travel or take part in group activities as was seen during the Covid-19 lockdowns our stakeholder meeting and CAP data collection would be impacted. We will mitigate this in the same way we did during Covid-19 by adapting our programme to a fully virtual programme should it be needed.









eXXpedition Support for Environmental Initiatives

The collective aim of eXXpedition and our global community is to create positive change around ocean plastic and the impact of toxics on women's health. Our mission is to help people understand the true ocean plastic and toxic pollution problem, so they can use their skills to solve it from sea to source. At eXXpedition, we organise our own environmental initiatives, as well as partnering with and promoting local and global programmes.

The SHiFT Platform

The SHiFT Method, created by Emily Penn, is designed to help people find their role in solving the world's most pressing issues. The SHiFT Platform allows users to select how, in what aspect of life and where they want to create a shift, from sea to source. From simple consumer choices, to more complex industry actions, users can explore ideas that create long term change, filters to quickly navigate hundreds of solutions, pick the one that's right for them, take action and inspire others to follow.

Circularity Assessments

eXXpedition sailing voyages and Virtual Leadership Programs provide detailed data to our collaborators at the University of Georgia to carry out circularity assessments. The Circularity Assessment Protocol (CAP) is a hub and spoke model that provides a snapshot of a city's circularity that can provide data for local, regional, or national decision-making to reduce leakage of waste (e.g., single-use plastic) into the environment and increase circular materials management.

Plastic Pollution Education and Outreach

We collaborate with local partners and communities at every stop of our at sea, virtual missions and local events in London. We share our stories, experiences and findings at community events, workshops and presentations while learning and understanding more about the challenges and opportunities faced locally.

In the past this has included outreach events and engagements, ministerial meetings, school talks, crew presentations, workshops, meeting the village elders, beach and underwater cleanups, and industry-specific events. We share samples with local researchers and help support the implementation of local science programmes, such as IBLab in Aruba.

Ambassador Impact & Storytelling

eXXpedition offers weekly support to our international, multidisciplinary community of women who have taken part in our voyages and are using their range of different skills to help solve marine plastic pollution: <https://exxpedition.com/impact/ambassador-impact/>

eXXpedition's internal environmental initiatives

We minimize plastic use at our in person events, on our expeditions and in our office. We have a recycling scheme in our office. A more detailed breakdown of eXXpedition's internal environmental policies can be found in the *eXXpedition CIC Environmental Policy 2023* in Question 9.

Sustainable Brand Partnerships

eXXpedition is proud to be part of the 1% for the Planet network, which connects businesses and nonprofits to protect the planet. Our supporters through this network include Etch Software Ltd., NONA Ocean Clothespin, Mashu, Paddle Logger Ltd. and EveBuy Direct - 5 to See.

TOMRA was a Gold Sponsor of our Round The World Voyage. TOMRA provides technology-led solutions that enable the circular economy with advanced collection and sorting systems that optimize resource recovery and minimize waste in the food, recycling and mining industries.

Rothys sponsored a leg of our Round The World Voyage. Rothys are an American fashion company that makes shoes and accessories from 100% post-consumer plastic water bottles.

Annex 5 – Sustainability

1 Sustainability

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

2 Human Rights

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

3 Equality, Diversity and Inclusion (EDI)

- 3.1 The Supplier will support the Authority to achieve its [Public Sector Equality Duty](#) by complying with the Authority's policies (as amended from time to time) on EDI. This includes ensuring that the Supplier, Supplier Staff, and its subcontractors in the delivery of its obligations under this Contract:
 - 3.1.1 do not unlawfully discriminate either directly or indirectly because of race, colour, ethnic or national origin, disability, sex, sexual orientation, gender reassignment, religion or belief, pregnancy and maternity, marriage and civil partnership or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010;

- 3.1.2 will not discriminate because of socio-economic background, working pattern or having parental or other caring responsibilities;
- 3.1.3 eliminates discrimination, harassment, victimisation, and any other conduct that is prohibited by or under the Equality Act 2010;
- 3.1.4 advances equality of opportunity between people who share a protected characteristic and those who do not;
- 3.1.5 foster good relations between people who share a protected characteristic and people who do not share it;
- 3.1.6 identifies and removes EDI barriers which are relevant and proportionate to the requirement; and
- 3.1.6 shall endeavour to use gender-neutral language when providing the Deliverables and in all communications in relation to the Contract.

4 Environment

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

5 Social Value

- 5.1 The Supplier will support the Authority in highlighting opportunities to provide wider social, economic, or environmental benefits to communities through the delivery of the Contract.
- 5.2 The Supplier will ensure that supply chain opportunities are inclusive and accessible to:
 - 5.2.1 new businesses and entrepreneurs;
 - 5.2.2 small and medium enterprises (SMEs);
 - 5.2.3 voluntary, community and social enterprise (VCSE) organisations;
 - 5.2.4 mutuals; and
 - 5.2.5 other underrepresented business groups.

Short Form Terms

1. Definitions used in the Contract

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

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

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

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

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

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

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

2. Understanding the Contract

In the Contract, unless the context otherwise requires:

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

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

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

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

2.5 the singular includes the plural and vice versa;

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

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

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

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

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

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

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

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

3. How the Contract works

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

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

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

4. What needs to be delivered

4.1 All Deliverables

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

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

4.2 Goods clauses

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

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

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

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

4.3 Services clauses

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

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

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

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

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

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

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

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

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

5. Pricing and payments

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

5.2 All Charges:

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

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

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

5.4 A Supplier invoice is only valid if it:

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

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

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

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

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

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

6. The Authority's obligations to the Supplier

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

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

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

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

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

6.2 Clause 6.1 only applies if the Supplier:

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

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

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

7. Record keeping and reporting

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

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

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

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

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

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

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

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

then the Authority may:

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

8. Supplier staff

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

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

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

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

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

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

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

- (a) requested to do so by the Authority;
- (b) the person concerned resigns, retires or dies or is on maternity, adoption, shared parental leave or long-term sick leave; or
- (c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated.

9. Rights and protection

9.1 The Supplier warrants and represents that:

- (a) it has full capacity and authority to enter into and to perform the Contract;
- (b) the Contract is executed by its authorised representative;
- (c) it is a legally valid and existing organisation incorporated in the place it was formed;
- (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
- (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;
- (f) it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
- (g) it is not impacted by an Insolvency Event.

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

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

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

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

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

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

10. Intellectual Property Rights (IPRs)

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

(a) receive and use the Deliverables;

(b) use the New IPR.

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

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

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

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

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

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

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

11. Ending the contract

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

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

Ending the Contract without a reason

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

When the Authority can end the Contract

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

(i) there is a Supplier Insolvency Event;

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

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

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

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

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

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

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

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

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

11.5 What happens if the Contract ends

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

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

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

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

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

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

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

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

11.6 When the Supplier can end the Contract

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

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

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

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

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

11.7 Partially ending and suspending the Contract

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

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

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

(i) reject the variation; nor

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

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

12. How much you can be held responsible for

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

12.2 No Party is liable to the other for:

(a) any indirect losses;

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

12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:

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

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

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

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

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

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

13. Obeying the law

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

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

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

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

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

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

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

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

14. Insurance

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

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

15. Data protection

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.18 The Supplier must notify the Authority immediately if it:

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

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

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

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

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

(f) becomes aware of a Data Loss Event.

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

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

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

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

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

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

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

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

(a) is not occasional;

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

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

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

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

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

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

(b) obtain the written consent of the Authority;

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

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

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

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

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

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

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

15.28 The Supplier:

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

16. What you must keep confidential

16.1 Each Party must:

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

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

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

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

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

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

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

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

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

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

(d) where requested by Parliament; and/or

(e) under clauses 5.7 and 17.

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

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

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

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

17. When you can share information

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

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

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

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

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

18. Invalid parts of the contract

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

19. No other terms apply

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

20. Other people's rights in a contract

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

21. Circumstances beyond your control

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

(a) provides written notice to the other Party;

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

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

21.3 Where a Party terminates under clause 21.2:

(a) each party must cover its own losses;

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

22. Relationships created by the contract

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

23. Giving up contract rights

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

24. Transferring responsibilities

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

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

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

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

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

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

25. Changing the contract

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

26. How to communicate about the contract

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

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

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

27. Preventing fraud, bribery and corruption

27.1 The Supplier shall not:

- (a) commit any criminal offence referred to in the Regulations 57(1) and 57(2);
- (b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Authority or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.

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

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

- (a) terminate the Contract and recover from the Supplier the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Deliverables and any additional expenditure incurred by the Authority throughout the remainder of the Contract; or
- (b) recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of this clause.

28. Health, safety and wellbeing

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

- (a) all applicable Law regarding health and safety;
- (b) the Authority's current health and safety policy and procedures while at the Authority's premises, as provided to the Supplier.
- (c) the Authority's current wellbeing policy or requirements while at the Authority's premises as provided to the Supplier.

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

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

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

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

29. Business Continuity

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

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

30. Whistleblowing

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

30.2. The Supplier agrees:

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

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

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

31. Tax

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

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

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

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

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

32. Publicity

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

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

33. Conflict of interest

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

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

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

34. Reporting a breach of the contract

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

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

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

35. Resolving disputes

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

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

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

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

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

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

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

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

36. Which law applies

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

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