

# SHORT FORM CONTRACT FOR THE SUPPLY OF GOODS AND/OR SERVICES

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## II. Cover Letter

### Frontier Economics Ltd

Worship Square, 65 Clifton Street,  
London,  
EC2A 4JE

Attn: [REDACTED]

By email to: [REDACTED]

Date: **07/01/2025**

Our ref: **prj\_4294**

Dear [REDACTED]

Following your tender/proposal for the supply of research to assess **the impact of the EU's Decarbonised Gas and Hydrogen Package and associated regulatory change on UK gas markets** for **The Department for Energy Security & Net Zero ("DESNZ")**, we are pleased confirm our intention to award this Contract to you.

The attached Order Form, contract Conditions and the Annexes set out the terms of the Contract between DESNZ and **Frontier Economics Ltd** 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 this Contract by signing and returning the Order Form using DESNZ's e-signature portal. No other form of acknowledgement will be accepted. Please remember to include the reference number(s) above in any future communications relating to this Contract.

We will then arrange for the Order Form to be countersigned which will create a binding contract between us.

Yours faithfully,

[REDACTED]

[REDACTED]

### III. Order Form

<b>1. Contract Reference</b>	Prj_4294 / con_7226	
<b>2. Buyer</b>	Department for Energy Security & Net Zero, 3-8 Whitehall Place, London, SW1A 2EG. In entering this Contract, the Buyer is acting as part of the Crown and the Supplier shall be treated as contracting with the Crown as a whole.	
<b>3. Supplier</b>	<b>Frontier Economics Ltd</b> Worship Square, 65 Clifton Street, London, EC2A 4JE, 03752719	
<b>4. The Contract</b>	This Contract between the Buyer and the Supplier is for the supply of Deliverables. The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions (" <b>Conditions</b> ") and Annexes. Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in the Conditions.	
<b>5. Deliverables</b>	<b>Goods</b>	<ul style="list-style-type: none"> <li>None</li> </ul>
	<b>Services</b>	Description is as set out: <ul style="list-style-type: none"> <li>in Annex 2 – Specification, and</li> <li>in the Supplier's tender as set out in Annex 4 – Supplier Tender.</li> </ul> Any discrepancy between the two Annexes, Annex 2 will prevail unless Annex 4 provides a more beneficial solution to DESNZ.
<b>6. Specification</b>	The specification of the Deliverables is as set out: <ul style="list-style-type: none"> <li>in Annex 2 – Specification, and</li> <li>in the Supplier's tender as set out in Annex 4 – Supplier Tender.</li> </ul>	
<b>7. Start Date</b>	On the date of both signatures	
<b>8. Expiry Date</b>	31/03/2025	
<b>9. Extension Period</b>	The Buyer may extend the Contract by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The Conditions of the Contract shall apply throughout any such extended period.	
<b>10. Buyer Cause</b>	Any Material Breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier.	

<b>11. Optional Intellectual Property Rights (“IPR”) Clauses</b>	Not applicable
<b>12. Charges</b>	The Charges for the Deliverables shall be as set out in Annex 3 – Charges.
<b>13. Payment</b>	<p>Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier.</p> <p>All invoices must be sent, quoting a valid Purchase Order Number (PO Number) and any other relevant details, to <b>the Buyer’s Authorised Representative</b>.</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 and that it includes a valid PO Number, item number (if applicable) and the details (name, email, and telephone number) of your Buyer contact (i.e. Buyer Authorised Representative). Non-compliant invoices may 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 Buyer’s Authorised Representative.</p>
<b>14. Data Protection Liability Cap</b>	In accordance with clause 12.6 of the Conditions, the Supplier’s total aggregate liability under clause 14.7.5 of the Conditions is no more than the Data Protection Liability Cap, being £500,000.
<b>15. Progress Meetings and Progress Reports</b>	<p>The Supplier shall attend progress meetings with the Buyer every week to provide updates on emerging findings and project progress.</p> <p>The Supplier shall also attend regular performance discussions with the Buyer, at least every two weeks. This discussion can take place during the weekly progress meeting.</p>
<b>16. Buyer Authorised Representative(s)</b>	<p>For general liaison your contact will continue to be</p> <p>██</p> <p>or, in their absence,</p> <p>██</p>
<b>17. Supplier Authorised</b>	<p>For general liaison your contact will continue to be</p> <p>██</p>

<b>Representative(s)</b>	or, in their absence, [REDACTED]
<b>18. Address for notices</b>	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
<b>19. Key Staff</b>	Key staff are identified, by job title, in Annex 4 – Supplier Tender.
<b>20. Procedures and Policies</b>	N/A
<b>21. Special Terms</b>	N/A
<b>22. Incorporated Terms</b>	<p>The following documents are incorporated into the Contract. If there is any conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> <li>(a) The cover letter from the Buyer to the Supplier dated 07/01/2025</li> <li>(b) This Order Form</li> <li>(c) Any Special Terms (see row 21 (Special Terms) in this Order Form)</li> <li>(d) Conditions</li> <li>(e) The following Annexes in equal order of precedence: <ul style="list-style-type: none"> <li>i. Annex 1 – Processing Personal Data</li> <li>ii. Annex 2 – Specification</li> <li>iii. Annex 3 – Charges</li> <li>iv. Annex 4 – Supplier Tender, unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Tender will take precedence over the documents above.</li> </ul> </li> </ul>

This Order Form will be signed by both parties electronically using the Authority's e-Sourcing Portal. Signatures will be attached to this document upon their execution.

## IV. Short form Terms (“Conditions”)

### 1 DEFINITIONS USED IN THE CONTRACT

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

<b>“Affiliates”</b>	in relation to a body corporate, any other entity which directly or indirectly Controls (in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and “ <b>Controlled</b> ” shall be construed accordingly), is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
<b>“Audit”</b>	<p>the Buyer’s right to:</p> <ul style="list-style-type: none"> <li>(a) verify the accuracy of the Charges and any other amounts payable by the Buyer under the Contract (including proposed or actual variations to them in accordance with the Contract);</li> <li>(b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Deliverables;</li> <li>(c) verify the Supplier’s and each Subcontractor’s compliance with the applicable Law;</li> <li>(d) identify or investigate actual or suspected breach of clauses 4 to 34 (inclusive), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</li> <li>(e) identify or investigate any circumstances which may impact upon the financial stability of the Supplier and/or any Subcontractors or their ability to provide the Deliverables;</li> <li>(f) obtain such information as is necessary to fulfil the Buyer’s obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</li> <li>(g) review any books of account and the internal contract management accounts kept by the Supplier in connection with the Contract;</li> <li>(h) carry out the Buyer’s internal and statutory audits and to prepare, examine and/or certify the Buyer’s annual and interim reports and accounts;</li> <li>(i) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources;</li> </ul>

<b>“Beneficiary”</b>	A Party having (or claiming to have) the benefit of an indemnity under this Contract;
<b>“Buyer Cause”</b>	has the meaning given to it in the Order Form;
<b>“Buyer”</b>	the person named as Buyer in the Order Form. Where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole;
<b>“Charges”</b>	the charges for the Deliverables as specified in the Order Form;
<b>“Claim”</b>	any claim which it appears that the Buyer is, or may become, entitled to indemnification under this Contract;
<b>“Conditions”</b>	means these short form terms and conditions of contract;
<b>“Confidential Information”</b>	all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which <ul style="list-style-type: none"> <li>(a) is known by the receiving Party to be confidential;</li> <li>(b) is marked as or stated to be confidential; or</li> <li>(c) ought reasonably to be considered by the receiving Party to be confidential;</li> </ul>
<b>“Conflict of Interest”</b>	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer;
<b>“Contract”</b>	the contract between the Buyer and the Supplier which is created by the Supplier’s counter signing the Order Form and includes the cover letter (if used), Order Form, these Conditions and the Annexes;
<b>“Controller”</b>	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
<b>“Crown Body”</b>	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
<b>“Data Loss Event”</b>	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
<b>“Data Protection Impact Assessment”</b>	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;



<b>“Data Protection Legislation”</b>	<p>(a) the UK GDPR,</p> <p>(b) the DPA 2018;</p> <p>(c) all applicable Law about the processing of personal data and privacy and guidance issued by the Information Commissioner and other regulatory authority; and</p> <p>(d) (to the extent that it applies) the EU GDPR (and in the event of conflict, the UK GDPR shall apply);</p>
<b>“Data Protection Liability Cap”</b>	has the meaning given to it in row 14 of the Order Form;
<b>“Data Protection Officer”</b>	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
<b>“Data Subject Access Request”</b>	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;
<b>“Data Subject”</b>	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
<b>“Deliver”</b>	hand over of the Deliverables to the Buyer at the address and on the date specified in the Order Form, which shall include unloading and stacking and any other specific arrangements agreed in accordance with clause 4.2. “Delivered” and “Delivery” shall be construed accordingly;
<b>“Deliverables”</b>	means the Goods, Services, and/or software to be supplied under the Contract as set out in the Order Form;
<b>“DPA 2018”</b>	the Data Protection Act 2018;
<b>“EU GDPR”</b>	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
<b>“Existing IPR”</b>	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);
<b>“Expiry Date”</b>	the date for expiry of the Contract as set out in the Order Form;
<b>“FOIA”</b>	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;

<b>“Force Majeure Event”</b>	<p>any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none"> <li>(a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Party seeking to claim relief in respect of a Force Majeure Event (the “<b>Affected Party</b>”) which prevent or materially delay the Affected Party from performing its obligations under the Contract;</li> <li>(b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</li> <li>(c) acts of a Crown Body, local government or regulatory bodies;</li> <li>(d) fire, flood or any disaster; or</li> <li>(e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available</li> </ul> <p>but excluding:</p> <ul style="list-style-type: none"> <li>(a) 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;</li> <li>(b) 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</li> <li>(c) any failure of delay caused by a lack of funds,</li> </ul> <p>and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;</p>
<b>“Good Industry Practice”</b>	<p>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;</p>
<b>“Goods”</b>	<p>the goods to be supplied by the Supplier to the Buyer under the Contract;</p>
<b>“Government Data”</b>	<ul style="list-style-type: none"> <li>(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's confidential information, and which: <ul style="list-style-type: none"> <li>(i) are supplied to the Supplier by or on behalf of the Buyer; or</li> <li>(ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or</li> </ul> </li> <li>(b) any Personal Data for which the Buyer is the Controller;</li> </ul>
<b>“Indemnifier”</b>	<p>a Party from whom an indemnity is sought under this Contract;</p>

<b>“Independent Controller”</b>	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
<b>“Information Commissioner”</b>	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;
<b>“Insolvency Event”</b>	in respect of a person: <ul style="list-style-type: none"> <li>(a) if that person is insolvent;</li> <li>(b) where that person is a company, LLP or a partnership, 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);</li> <li>(c) if an administrator or administrative receiver is appointed in respect of the whole or any part of the person’s assets or business;</li> <li>(d) if the person makes any composition with its creditors; or</li> <li>(e) 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;</li> </ul>
<b>“IP Completion Day”</b>	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;
<b>“Joint Controller Agreement”</b>	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Part B Joint Controller Agreement ( <i>Optional</i> ) of Annex 1 – Processing Personal Data;
<b>“Joint Controllers”</b>	Where two or more Controllers jointly determine the purposes and means of processing;
<b>“Key Staff”</b>	any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier;
<b>“Law”</b>	any law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
<b>“Material Breach”</b>	a single serious breach or a number of breaches or repeated breaches (whether of the same or different obligations and regardless of whether such breaches are remedied)

<b>“National Insurance”</b>	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
<b>“New IPR Items”</b>	means a deliverable, document, product or other item within which New IPR subsists;
<b>“New IPR”</b>	all and 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;
<b>“Open Licence”</b>	means any material that is published for use, with rights to access and modify, by any person for free, under a generally recognised open licence including Open Government Licence as set out at <a href="http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/">http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/</a> as updated from time to time and the Open Standards Principles documented at <a href="https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles">https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles</a> as updated from time to time;
<b>“Order Form”</b>	the order form signed by the Buyer and the Supplier printed above these Conditions;
<b>“Party”</b>	the Supplier or the Buyer (as appropriate) and “Parties” shall mean both of them;
<b>“Personal Data Breach”</b>	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires and includes any breach of Data Protection Legislation relevant to Personal Data processed pursuant to the Contract;
<b>“Personal Data”</b>	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
<b>“Prescribed Person”</b>	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in ‘Whistleblowing: list of prescribed people and bodies’, 24 November 2016, available online at: <a href="https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies">https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies</a> as updated from time to time;
<b>“Processor Personnel”</b>	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under the Contract;
<b>“Processor”</b>	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
<b>“Protective Measures”</b>	technical and organisational measures which must take account of: (a) the nature of the data to be protected;

	<p>(b) harm that might result from Data Loss Event;</p> <p>(c) state of technological development;</p> <p>(d) the cost of implementing any measures;</p> <p>including pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;</p>
<b>“Purchase Order Number” or “PO Number”</b>	the Buyer’s unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the Contract;
<b>“Rectification Plan”</b>	<p>the Supplier’s plan (or revised plan) to rectify its Material Breach which shall include:</p> <p>(a) full details of the Material Breach that has occurred, including a root cause analysis;</p> <p>(b) the actual or anticipated effect of the Material Breach; and</p> <p>(c) the steps which the Supplier proposes to take to rectify the Material Breach (if applicable) and to prevent such Material Breach from recurring, including timescales for such steps and for the rectification of the Material Breach (where applicable);</p>
<b>“Regulations”</b>	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
<b>“Request For Information”</b>	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term <b>“request”</b> shall apply);
<b>“Services”</b>	the services to be supplied by the Supplier to the Buyer under the Contract;
<b>“Specification”</b>	the specification for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the Order Form;
<b>“Staff Vetting Procedures”</b>	vetting procedures that accord with Good Industry Practice or, where applicable, the Buyer’s procedures or policies for the vetting of personnel as specified in the Order Form or provided to the Supplier in writing following agreement to the same by the Supplier from time to time;
<b>“Start Date”</b>	the start date of the Contract set out in the Order Form;
<b>“Sub-Contract”</b>	<p>any contract or agreement (or proposed contract or agreement), other than the Contract, pursuant to which a third party:</p> <p>(a) provides the Deliverables (or any part of them);</p>

	<p>(b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or</p> <p>(c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</p>
<b>“Subcontractor”</b>	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
<b>“Subprocessor”</b>	any third party appointed to process Personal Data on behalf of the Processor related to the Contract;
<b>“Supplier Staff”</b>	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor of the Supplier engaged in the performance of the Supplier’s obligations under the Contract;
<b>“Supplier”</b>	the person named as Supplier in the Order Form;
<b>“Term”</b>	the period from the Start Date to the Expiry Date as such period may be extended in accordance with clause 11.2 or terminated in accordance with the Contract;
<b>“Third Party IPR”</b>	intellectual property rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
<b>“Transparency Information”</b>	<p>In relation to Contracts with a value above the relevant threshold set out in Part 2 of the Regulations only, the content of the Contract, including any changes to this Contract agreed from time to time, as well as any information relating to the Deliverables and performance pursuant to the Contract required to be published by the Buyer to comply with its transparency obligations, including those set out in Public Procurement Policy Note 09/21 (update to legal and policy requirements to publish procurement information on Contracts Finder) (<a href="https://www.gov.uk/government/publications/ppn-0921-requirements-to-publish-on-contracts-finder">https://www.gov.uk/government/publications/ppn-0921-requirements-to-publish-on-contracts-finder</a>) as updated from time to time and Public Procurement Policy Note 01/17 (update to transparency principles) where applicable (<a href="https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles">https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles</a>) as updated from time to time except for:</p> <p>(a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and</p> <p>(b) Confidential Information;</p>
<b>“UK GDPR”</b>	has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4);
<b>“VAT”</b>	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
<b>“Worker”</b>	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 ( <a href="#">Tax Arrangements of Public Appointees</a> )

	<a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> as updated from time to time applies in respect of the Deliverables; and
<b>“Working Day”</b>	a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

## 2 UNDERSTANDING THE CONTRACT

2.1 In the Contract, unless the context otherwise requires:

- 2.1.1 references to numbered clauses are references to the relevant clause in these Conditions;
- 2.1.2 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;
- 2.1.3 references to “writing” include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
- 2.1.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated, replaced or re-enacted from time to time (including as a consequence of the Retained EU Law (Revocation and Reform) Act) and to any legislation or byelaw made under that Law;
- 2.1.5 the word “including”, “for example” and similar words shall be understood as if they were immediately followed by the words “without limitation”;
- 2.1.6 any reference which, immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to section 1A of the European Union (Withdrawal) Act 2018), is a reference to (as it has effect from time to time) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement (“**EU References**”) which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time.

## 3 HOW THE CONTRACT WORKS

- 3.1 The Order Form is an offer by the Buyer 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 Buyer receives a copy of the Order Form signed by the Supplier.
- 3.3 The Supplier warrants and represents that its tender (if any) 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**

- 4.1.1 The Supplier must provide Deliverables:
- 4.1.1.1 in accordance with the Specification, the tender in Annex 4 – Supplier Tender (where applicable) and the Contract;
  - 4.1.1.2 using reasonable skill and care;
  - 4.1.1.3 using Good Industry Practice;
  - 4.1.1.4 using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract;
  - 4.1.1.5 on the dates agreed; and
  - 4.1.1.6 that comply with all Law.
- 4.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to its Buyers) from Delivery against all obvious defects.

### **4.2 Goods clauses**

- 4.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- 4.2.2 The Supplier transfers ownership of the Goods on completion of Delivery or payment for those Goods, whichever is earlier.
- 4.2.3 Risk in the Goods transfers to the Buyer on Delivery, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
- 4.2.4 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 4.2.5 The Supplier must Deliver the Goods on the date and to the location specified in the Order Form, during the Buyer's working hours (unless otherwise specified in the Order Form).
- 4.2.6 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 4.2.7 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 4.2.8 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 4.2.9 The Supplier will notify the Buyer 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 Buyer against the costs arising as a result of any such request.



- 4.2.10 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable endeavours to minimise these costs.
- 4.2.11 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.
- 4.2.12 The Buyer 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 Buyer or its servant or agent. If the Buyer suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify the Buyer from any losses, charges, costs or expenses which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or any of its Subcontractors or Supplier Staff.

### **4.3 Services clauses**

- 4.3.1 Late Delivery of the Services will be a default of the Contract.
- 4.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including the security requirements (where any such requirements have been provided).
- 4.3.3 The Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services
- 4.3.4 The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of the Contract.
- 4.3.5 The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
- 4.3.6 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 4.3.7 On completion of the Services, the Supplier is responsible for leaving the Buyer's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer's premises or property, other than fair wear and tear.
- 4.3.8 The Supplier must ensure all Services, and anything used to deliver the Services, are of good quality and free from defects.
- 4.3.9 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

## **5 PRICING AND PAYMENTS**

- 5.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the charges in the Order Form.
- 5.2 All Charges:
- 5.2.1 exclude VAT, which is payable on provision of a valid VAT invoice; and
  - 5.2.2 include all costs and expenses connected with the supply of Deliverables.
- 5.3 The Buyer must pay the Supplier the charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the invoice or in the Order Form.
- 5.4 A Supplier invoice is only valid if it:
- 5.4.1 includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer; and
  - 5.4.2 includes a detailed breakdown of Deliverables which have been delivered.
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Buyer 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 36.
- 5.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer if notice and reasons are provided.
- 5.7 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Buyer can publish the details of the late payment or non-payment.

## **6 THE BUYER'S OBLIGATIONS TO THE SUPPLIER**

- 6.1 If Supplier fails to comply with the Contract as a result of a Buyer Cause:
- 6.1.1 the Buyer cannot terminate the Contract under clause 11;
  - 6.1.2 the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;
  - 6.1.3 the Supplier is entitled to additional time needed to deliver the Deliverables; and
  - 6.1.4 the Supplier cannot suspend the ongoing supply of Deliverables.
- 6.2 Clause 6.1 only applies if the Supplier:
- 6.2.1 gives notice to the Buyer within 10 Working Days of becoming aware;
  - 6.2.2 demonstrates that the failure only happened because of the Buyer Cause; and
  - 6.2.3 mitigated the impact of the Buyer Cause.

## **7 RECORD KEEPING AND REPORTING**

- 7.1 The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form.
- 7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for 7 years after the date of expiry or termination of the Contract and in accordance with the UK GDPR or the EU GDPR as the context requires.
- 7.3 The Supplier must allow any auditor appointed by the Buyer access to its premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the Audit.
- 7.4 The Buyer or an auditor can Audit the Supplier.
- 7.5 During an Audit, the Supplier must provide information to the auditor and reasonable co-operation at their request.
- 7.6 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a Material Breach by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.
- 7.7 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
- 7.7.1 tell the Buyer and give reasons;
  - 7.7.2 propose corrective action; and
  - 7.7.3 provide a deadline for completing the corrective action.
- 7.8 If the Buyer, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract then the Buyer may:
- 7.8.1 require that the Supplier provide to the Buyer (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract and the Supplier will make changes to such plan as reasonably required by the Buyer and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer on demand; and
  - 7.8.2 if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for Material Breach (or on such date as the Buyer notifies) and the consequences of termination in Clause 11.5.1 shall apply.
- 7.9 If there is a Material Breach, the Supplier must notify the Buyer within 3 Working Days of the Supplier becoming aware of the Material Breach. The Buyer may request that the Supplier provide a Rectification Plan within 10 Working Days of the Buyer's request alongside any additional documentation that the Buyer requires. Once such Rectification Plan is agreed between the Parties (without the Buyer limiting its rights) the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.

## **8 SUPPLIER STAFF**

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

- 8.1.1 be appropriately trained and qualified;
  - 8.1.2 be vetted in accordance with the Staff Vetting Procedures; and
  - 8.1.3 comply with all conduct requirements when on the Buyer's premises.
- 8.2 Where the Buyer 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 The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.
- 8.4 The Supplier indemnifies the Buyer against all claims brought by any person employed or engaged by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.
- 8.5 The Buyer indemnifies the Supplier against all claims brought by any person employed or engaged by the Buyer caused by an act or omission of the Buyer or any of the Buyer's employees, agents, consultants and contractors.
- 8.6 The Supplier shall use those persons nominated (if any) as Key Staff in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier to provide the Deliverables and shall not remove or replace any of them unless:
- 8.6.1 requested to do so by the Buyer or the Buyer approves such removal or replacement (not to be unreasonably withheld or delayed);
  - 8.6.2 the person concerned resigns, retires or dies or is on parental or long-term sick leave; or
  - 8.6.3 the person's employment or contractual arrangement with the Supplier or any Subcontractor is terminated for material breach of contract by the employee.
- 8.7 The Supplier shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a disclosure and barring service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.

## 9 RIGHTS AND PROTECTION

- 9.1 The Supplier warrants and represents that:
- 9.1.1 it has full capacity and authority to enter into and to perform the Contract;
  - 9.1.2 the Contract is entered into by its authorised representative;
  - 9.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;
  - 9.1.4 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
  - 9.1.5 all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under the Contract and the Buyer to receive the Deliverables;
  - 9.1.6 it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and

9.1.7 it is not impacted by an Insolvency Event.

9.2 The warranties and representations in clause 3.3 and clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.

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

9.3.1 wilful misconduct of the Supplier, any of its Subcontractor and/or Supplier Staff that impacts the Contract; and

9.3.2 non-payment by the Supplier of any tax or National Insurance.

9.4 If the Supplier becomes aware of a representation or warranty made in relation to the Contract that becomes untrue or misleading, it must immediately notify the Buyer.

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

## **10 INTELLECTUAL PROPERTY RIGHTS ("IPRS")**

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

10.1.1 receive and use the Deliverables; and

10.1.2 use the New IPR.

The termination or expiry of the Contract does not terminate any licence granted under this clause 10.

10.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a royalty-free, non-exclusive, non-transferable licence to use, copy, and adapt any Existing IPRs and the New IPR which the Supplier reasonably requires for the purpose of fulfilling its obligations during the Term and commercially exploiting the New IPR developed under the Contract. This licence is sub-licensable to a Subcontractor for the purpose of enabling the Supplier to fulfil its obligations under the Contract, and in that case the Subcontractor must enter into a confidentiality undertaking with the Supplier on the same terms as set out in clause 15 (What you must keep confidential).

10.3 Unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR and keep this record updated throughout the Term.

10.4 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.

10.5 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 this clause 10 or otherwise agreed in writing.

10.6 If any claim is made against the Buyer 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 Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.

10.7 If an IPR Claim is made or anticipated, the Supplier must at its own option and expense, either:

- 10.7.1 obtain for the Buyer the rights in clause 10.1 without infringing any third party intellectual property rights; and
  - 10.7.2 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.
  - 10.7.3 If the Supplier is not able to resolve the IPR Claim to the Buyer's reasonable satisfaction within a reasonable time, the Buyer may give written notice that it terminates the Contract from the date set out in the notice, or where no date is given in the notice, the date of the notice. On termination, the consequences of termination in clauses 11.5.1 shall apply.
- 10.8 The Supplier shall not use in the Delivery of the Deliverables any Third Party IPR unless:
- 10.8.1 the Buyer gives its approval to do so; and
  - 10.8.2 one of the following conditions applies:
    - 10.8.2.1 the owner or an authorised licensor of the relevant Third Party IPR has granted the Buyer a direct licence that provides the Buyer with the rights in clause 10.1; or
    - 10.8.2.2 if the Supplier cannot, after commercially reasonable endeavours, obtain for the Buyer a direct licence to the Third Party IPR as set out in clause 10.8.2.1:
      - (a) the Supplier provides the Buyer with details of the licence terms it can obtain and the identity of those licensors;
      - (b) the Buyer agrees to those licence terms; and
      - (c) the owner or authorised licensor of the Third Party IPR grants a direct licence to the Buyer on those terms; or
    - 10.8.2.3 the Buyer approves in writing, with reference to the acts authorised and the specific intellectual property rights involved.
- 10.9 In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Buyer and the ordering of any Deliverable under it, does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.
- 11 ENDING THE CONTRACT**
- 11.1 The Contract takes effect on the Start Date and ends on the earlier of the Expiry Date or termination of the Contract, or earlier if required by Law.
  - 11.2 The Buyer can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.
- 11.3 Ending the Contract without a reason**
- 11.3.1 The Buyer has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice, and if it's terminated clause 11.6.2 applies.

## 11.4 When the Buyer can end the Contract

- 11.4.1 If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier and the consequences of termination in Clause 11.5.1 shall apply:
- 11.4.1.1 there's a Supplier Insolvency Event;
  - 11.4.1.2 the Supplier is in Material Breach of the Contract;
  - 11.4.1.3 there's 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 Buyer in writing;
  - 11.4.1.4 the Buyer 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;
  - 11.4.1.5 the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them; or
  - 11.4.1.6 the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables.
- 11.4.2 If any of the events in 73(1) (a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate the Contract and clauses 11.5.1.2 to 11.5.1.7 apply.

## 11.5 What happens if the Contract ends

- 11.5.1 Where the Buyer terminates the Contract under clause 10.9, 11.4, 7.8.2, 28.4.2, or Paragraph **Error! Reference source not found.** of Part B Joint Controller Agreement (*Optional*) of Annex 1 – Processing Personal Data (if used), all of the following apply:
- 11.5.1.1 the Supplier is responsible for the Buyer's reasonable costs of procuring replacement Deliverables for the rest of the term of the Contract;
  - 11.5.1.2 the Buyer's payment obligations under the terminated Contract stop immediately;
  - 11.5.1.3 accumulated rights of the Parties are not affected;
  - 11.5.1.4 the Supplier must promptly delete or return the Government Data except where required to retain copies by Law;
  - 11.5.1.5 the Supplier must promptly return any of the Buyer's property provided under the Contract;
  - 11.5.1.6 the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement; and
  - 11.5.1.7 the Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry.
- 11.5.2 The following clauses survive the expiry or termination of the Contract: 1, 4.2.9, 5, 7, 8.4, 10, 11.5, 12, 14, 15, 16, 18, 19, 32.2.2, 36 and 37 and any clauses which are expressly or by implication intended to continue.

## **11.6 When the Supplier can end the Contract and what happens when the contract ends (Buyer and Supplier termination)**

- 11.6.1 The Supplier can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer 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.
- 11.6.2 Where the Buyer terminates the Contract in accordance with clause 11.3 or the Supplier terminates the Contract under clause 11.6 or 23.4:
  - 11.6.2.1 the Buyer must promptly pay all outstanding charges incurred by the Supplier;
  - 11.6.2.2 the Buyer must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated; and
  - 11.6.2.3 clauses 11.5.1.2 to 11.5.1.7 apply.
- 11.6.3 The Supplier also has the right to terminate the Contract in accordance with Clauses 20.3 and 23.4.

## **11.7 Partially ending and suspending the Contract**

- 11.7.1 Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.
- 11.7.2 The Buyer can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.
- 11.7.3 The Parties must agree (in accordance with clause 25) any necessary variation required by clause 11.7, but the Supplier may not either:
  - 11.7.3.1 reject the variation; or
  - 11.7.3.2 increase the Charges, except where the right to partial termination is under clause 11.3.
- 11.7.4 The Buyer 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 125% of the Charges paid or payable to the Supplier.
- 12.2 No Party is liable to the other for:
  - 12.2.1 any indirect losses; and/or
  - 12.2.2 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:



- 12.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
- 12.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; or
- 12.3.3 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 8.4, 9.3.2, 10.6, or 32.2.2.
- 12.5 In spite of clause 12.1, the Buyer does not limit or exclude its liability for any indemnity given under clause 8.5.
- 12.6 Notwithstanding clause 12.1, but subject to clauses 12.1 and 12.3, the Supplier's total aggregate liability under clause 14.7.5 shall not exceed the Data Protection Liability Cap.
- 12.7 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.
- 12.8 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, in connection with provision of the Deliverables:
  - 13.1.1 is expected to meet and have its Subcontractors meet the standards set out in the Supplier Code of Conduct:  
[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/1163536/Supplier\\_Code\\_of\\_Conduct\\_v3.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.pdf) as such Code of Conduct may be updated from time to time, and such other sustainability requirements as set out in the Order Form. The Buyer also expects to meet this Code of Conduct;
  - 13.1.2 must comply with the provisions of the Official Secrets Acts 1911 to 1989 and section 182 of the Finance Act 1989;
  - 13.1.3 must support the Buyer in fulfilling its Public Sector Equality duty under section 149 of the Equality Act 2010;
  - 13.1.4 must comply with the model contract terms contained in (a) to (m) of Annex C of the guidance to [PPN 02/23 \(Tackling Modern Slavery in Government Supply Chains\)](#),<sup>1</sup> as such clauses may be amended or updated from time to time; and
  - 13.1.5 meet the applicable Government Buying Standards applicable to Deliverables which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>, as updated from time to time.
- 13.2 The Supplier indemnifies the Buyer against any costs resulting from any default by the Supplier relating to any applicable Law to do with the Contract.
- 13.3 The Supplier must appoint a compliance officer who must be responsible for ensuring that the Supplier complies with Law, clause 13.1 and clauses 27 to 34.

<sup>1</sup> <https://www.gov.uk/government/publications/ppn-0223-tackling-modern-slavery-in-government-supply-chains>

**14 DATA PROTECTION AND SECURITY**

- 14.1 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.2 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies via secure encrypted method upon reasonable request.
- 14.3 The Supplier must ensure that any Supplier, Subcontractor, or Subprocessor system holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified in the Order Form or otherwise in writing by the Buyer (where any such requirements have been provided).
- 14.4 If at any time the Supplier suspects or has reason to believe that the Government Data is corrupted, lost or sufficiently degraded, then the Supplier must immediately notify the Buyer and suggest remedial action.
- 14.5 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:
- 14.5.1 tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
  - 14.5.2 restore the Government Data itself or using a third party.
- 14.6 The Supplier must pay each Party's reasonable costs of complying with clause 14.5 unless the Buyer is at fault.
- 14.7 The Supplier:
- 14.7.1 must provide the Buyer with all Government Data in an agreed format (provided it is secure and readable) within 10 Working Days of a written request;
  - 14.7.2 must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
  - 14.7.3 must securely destroy all storage media that has held Government Data at the end of life of that media using Good Industry Practice, other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are Independent Controllers or Joint Controllers;
  - 14.7.4 securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it, other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are Independent Controllers or Joint Controllers; and
  - 14.7.5 indemnifies the Buyer against any and all losses incurred if the Supplier breaches clause 14 or any Data Protection Legislation.
- 14.8 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under the Contract dictates the status of each party under the DPA 2018. A Party may act as:
- 14.8.1 "Controller" in respect of the other Party who is "Processor";
  - 14.8.2 "Processor" in respect of the other Party who is "Controller";

- 14.8.3 “Joint Controller” with the other Party;
- 14.8.4 “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under the Contract and shall specify in Part A Authorised Processing Template of Annex 1 – Processing Personal Data which scenario they think shall apply in each situation.

#### **14.9 Where one Party is Controller and the other Party its Processor**

- 14.9.1 Where a Party is a Processor, the only processing that the Processor is authorised to do is listed in Part A Authorised Processing Template of Annex 1 – Processing Personal Data by the Controller and may not be determined by the Processor. The term “processing” and any associated terms are to be read in accordance with Article 4 of the UK GDPR and EU GDPR (as applicable).
- 14.9.2 The Processor must notify the Controller immediately if it thinks the Controller's instructions breach the Data Protection Legislation.
- 14.9.3 The Processor must give all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment before starting any processing, which may include, at the discretion of the Controller:
  - 14.9.3.1 a systematic description of the expected processing and its purpose;
  - 14.9.3.2 the necessity and proportionality of the processing operations;
  - 14.9.3.3 the risks to the rights and freedoms of Data Subjects; and
  - 14.9.3.4 the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.
- 14.9.4 The Processor must, in relation to any Personal Data processed under this Contract:
  - 14.9.4.1 process that Personal Data only in accordance with Part A Authorised Processing Template of Annex 1 – Processing Personal Data unless the Processor is required to do otherwise by Law. If lawful to notify the Controller, the Processor must promptly notify the Controller if the Processor is otherwise required to process Personal Data by Law before processing it.
  - 14.9.4.2 put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Controller.
  - 14.9.4.3 Ensure that:
    - (a) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Part A Authorised Processing Template of Annex 1 – Processing Personal Data);
    - (b) it uses best endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
      - (i) are aware of and comply with the Processor's duties under this clause 14;

- (ii) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
  - (iii) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise allowed by the Contract; and
  - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data.
- (c) the Processor must not transfer Personal Data outside of the UK and/or the EEA unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
- (d) the transfer is in accordance with Article 45 of the UK GDPR (or section 74A of DPA 2018) and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or
- (e) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) and/or the transfer is in accordance with Article 46 of the EU GDPR (where applicable) as determined by the Controller which could include relevant parties entering into:
  - (i) where the transfer is subject to UK GDPR:
    - (A) the International Data Transfer Agreement (the “**IDTA**”), as published by the Information Commissioner's Office from time to time under section 119A(1) of the DPA 2018 as well as any additional measures determined by the Controller;
    - (B) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time (“**EU SCCs**”), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the “**Addendum**”) as published by the Information Commissioner's Office from time to time; and/or
  - (ii) where the transfer is subject to EU GDPR, the EU SCCs, as well as any additional measures determined by the Controller being implemented by the importing party;
- (f) the Data Subject has enforceable rights and effective legal remedies when transferred;
- (g) the Processor meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

- (h) the Processor complies with the Controller's reasonable prior instructions about the processing of the Personal Data.

- 14.9.5 The Processor must at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 14.9.6 The Processor must notify the Controller immediately if it:
- 14.9.6.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
  - 14.9.6.2 receives a request to rectify, block or erase any Personal Data;
  - 14.9.6.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - 14.9.6.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
  - 14.9.6.5 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; and
  - 14.9.6.6 becomes aware of a Data Loss Event.
- 14.9.7 Any requirement to notify under clause 14.9.6 includes the provision of further information to the Controller in stages as details become available.
- 14.9.8 The Processor must promptly provide the Controller with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 14.9.6. This includes giving the Controller:
- 14.9.8.1 full details and copies of the complaint, communication or request;
  - 14.9.8.2 reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
  - 14.9.8.3 any Personal Data it holds in relation to a Data Subject on request;
  - 14.9.8.4 assistance that it requests following any Data Loss Event; and
  - 14.9.8.5 assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office or any other regulatory authority.
- 14.9.9 The Processor must maintain full, accurate records and information to show it complies with this clause 14. This requirement does not apply where the Processor employs fewer than 250 staff, unless either the Controller determines that the processing:
- 14.9.9.1 is not occasional;
  - 14.9.9.2 includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
  - 14.9.9.3 is likely to result in a risk to the rights and freedoms of Data Subjects.

- 14.9.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 14.9.11 Before allowing any Subprocessor to process any Personal Data, the Processor must:
  - 14.9.11.1 notify the Controller in writing of the intended Subprocessor and processing;
  - 14.9.11.2 obtain the written consent of the Controller;
  - 14.9.11.3 enter into a written contract with the Subprocessor so that this clause 14 applies to the Subprocessor; and
  - 14.9.11.4 provide the Controller with any information about the Subprocessor that the Controller reasonably requires.
- 14.9.12 The Processor remains fully liable for all acts or omissions of any Subprocessor.
- 14.9.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office or any other regulatory authority.

## **15 WHAT YOU MUST KEEP CONFIDENTIAL**

- 15.1 Each Party must:
  - 15.1.1 keep all Confidential Information it receives confidential and secure;
  - 15.1.2 not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract; and
  - 15.1.3 immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
- 15.2 In spite of clause 15.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:
  - 15.2.1 where disclosure is required by applicable Law if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
  - 15.2.2 if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
  - 15.2.3 if the information was given to it by a third party without obligation of confidentiality;
  - 15.2.4 if the information was in the public domain at the time of the disclosure;
  - 15.2.5 if the information was independently developed without access to the disclosing Party's Confidential Information;
  - 15.2.6 on a confidential basis, to its auditors or for the purposes of regulatory requirements;
  - 15.2.7 on a confidential basis, to its professional advisers on a need-to-know basis; and
  - 15.2.8 to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

- 15.3 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 shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.
- 15.4 The Buyer may disclose Confidential Information in any of the following cases:
- 15.4.1 on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
  - 15.4.2 on a confidential basis to any Crown Body, any successor body to a Crown Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
  - 15.4.3 if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
  - 15.4.4 where requested by Parliament; and
  - 15.4.5 under clauses 5.7 and 16.
- 15.5 For the purposes of clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 15.
- 15.6 Transparency Information, and Information which is exempt from disclosure by clause 16 is not Confidential Information.
- 15.7 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 Buyer and must take all reasonable endeavours to ensure that Supplier Staff do not either.

## **16 WHEN YOU CAN SHARE INFORMATION**

- 16.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.
- 16.2 In accordance with a reasonable timetable and in any event within 5 Working Days of a request from the Buyer, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
- 16.2.1 comply with any Request For Information
  - 16.2.2 if the Contract has a value over the relevant threshold in Part 2 of the Regulations, comply with any of its obligations in relation to publishing Transparency Information.
- 16.3 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a Request For Information and may talk to the Supplier to help it decide whether to publish information under clause 16. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion.

## **17 INSURANCE**

- 17.1 The Supplier shall ensure it has adequate insurance cover for this Contract.

## **18 INVALID PARTS OF THE CONTRACT**

- 18.1 If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable for any reason, such provision or part-provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract. The provisions incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements, or agreements whether written or oral. No other provisions apply.

## **19 OTHER PEOPLE'S RIGHTS IN THE CONTRACT**

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

## **20 CIRCUMSTANCES BEYOND YOUR CONTROL**

- 20.1 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:
- 20.1.1 provides written notice to the other Party; and
  - 20.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 20.2 Any failure or delay by the Supplier to perform its obligations under the Contract that is due to a failure or delay by an agent, Subcontractor and/or Supplier Staff will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.
- 20.3 Either Party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously and the consequences of termination in Clauses 11.5.1.2 to 11.5.1.7 shall apply.
- 20.4 Where a Party terminates under clause 20.3:
- 20.4.1 each Party must cover its own losses; and
  - 20.4.2 clauses 11.5.1.2 to 11.5.1.7 apply.

## **21 RELATIONSHIPS CREATED BY THE CONTRACT**

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

## **22 GIVING UP CONTRACT RIGHTS**

- 22.1 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.

## **23 TRANSFERRING RESPONSIBILITIES**

- 23.1 The Supplier cannot assign, novate or in any other way dispose of the Contract or any part of it without the Buyer's written consent.



- 23.2 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.
- 23.3 When the Buyer uses its rights under clause 23.2 the Supplier must enter into a novation agreement in the form that the Buyer specifies.
- 23.4 The Supplier can terminate the Contract novated under clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- 23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

## **24 SUPPLY CHAIN**

- 24.1 The Supplier cannot sub-contract the Contract or any part of it without the Buyer's prior written consent. The Supplier shall provide the Buyer with the name of any Subcontractor the Supplier proposes to engage for the purposes of the Contract. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. If the Buyer does not communicate a decision to the Supplier within 10 Working Days of the request for consent then its consent will be deemed to have been given. The Buyer may reasonably withhold its consent to the appointment of a Subcontractor if it considers that:
  - 24.1.1 the appointment of a proposed Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
  - 24.1.2 the proposed Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
  - 24.1.3 the proposed Subcontractor employs unfit persons.
- 24.2 If the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of all such Subcontractors at all levels of the supply chain including:
  - 24.2.1 their name;
  - 24.2.2 the scope of their appointment; and
  - 24.2.3 the duration of their appointment.
- 24.3 The Supplier must exercise due skill and care when it selects and appoints Subcontractors.
- 24.4 For Sub-Contracts in the Supplier's supply chain entered into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract:
  - 24.4.1 where such Sub-Contracts are entered into after the Start Date, the Supplier will ensure that they all contain provisions that; or
  - 24.4.2 where such Sub-Contracts are entered into before the Start Date, the Supplier will take all reasonable endeavours to ensure that they all contain provisions that:
    - 24.4.2.1 allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
    - 24.4.2.2 require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and

- 24.4.2.3 allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.

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

- 24.5.1 there is a change of control within the meaning of Section 450 of the Corporation Tax Act 2010 of a Subcontractor which isn't pre-approved by the Buyer in writing;
- 24.5.2 the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 11.4;
- 24.5.3 a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer;
- 24.5.4 the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; and/or
- 24.5.5 the Buyer has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Regulations.

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

## **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. The Buyer 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 at 9am on the first Working Day after sending unless an error message is received.
- 26.2 Notices to the Buyer or Supplier must be sent to their address or email 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 DEALING WITH CLAIMS**

27.1 If a Beneficiary becomes aware of any Claim, then it must notify the Indemnifier as soon as reasonably practical.

27.2 at the Indemnifier's cost the Beneficiary must:

- 27.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim;
- 27.2.2 give the Indemnifier reasonable assistance with the Claim if requested; and
- 27.2.3 not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.

27.3 The Beneficiary must:

- 27.3.1 consider and defend the Claim diligently and in a way that does not damage the Beneficiary's reputation; and
- 27.3.2 not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

## **28 PREVENTING FRAUD, BRIBERY AND CORRUPTION**

- 28.1 The Supplier shall not:
  - 28.1.1 commit any criminal offence referred to in 57(1) and 57(2) of the Regulations; or
  - 28.1.2 offer, give, or agree to give anything, to any person (whether working for or engaged by the Buyer 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.
- 28.2 The Supplier shall take all reasonable endeavours (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with Good Industry Practice, to prevent any matters referred to in clause 28.1 and any fraud by the Supplier Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify the Buyer immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.
- 28.3 If the Supplier notifies the Buyer as required by clause 28.2, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.
- 28.4 If the Supplier or the Supplier Staff engages in conduct prohibited by clause 28.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:
  - 28.4.1 require the Supplier to remove any Supplier Staff from providing the Deliverables if their acts or omissions have caused the default; and
  - 28.4.2 immediately terminate the Contract and the consequences of termination in Clause 11.5.1 shall apply.

## **29 EQUALITY, DIVERSITY AND HUMAN RIGHTS**

- 29.1 The Supplier must follow all applicable employment and equality Law when they perform their obligations under the Contract, including:
  - 29.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
  - 29.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.

- 29.2 The Supplier must use all reasonable endeavours, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.

### **30 HEALTH AND SAFETY**

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

### **31 ENVIRONMENT AND SUSTAINABILITY**

- 31.1 In performing its obligations under the Contract, the Supplier shall, to the reasonable satisfaction of the Buyer:
- 31.1.1 meet, in all material respects, the requirements of all applicable Laws regarding the environment; and
  - 31.1.2 comply with its obligations under the Buyer's current environmental policy, which the Buyer must provide, and make Supplier Staff aware of such policy.

### **32 TAX**

- 32.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.
- 32.2 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 the Contract, the Supplier must both:
- 32.2.1 comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
  - 32.2.2 indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 32.3 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 requirements that:
- 32.3.1 the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 32.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;

- 32.3.2 the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
- 32.3.3 the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with clause 32.2 or confirms that the Worker is not complying with those requirements; and
- 32.3.4 the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

### **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, potential or perceived Conflict of Interest.
- 33.2 The Supplier must promptly notify and provide details to the Buyer if an actual, potential or perceived Conflict of Interest happens or is expected to happen.
- 33.3 The Buyer will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such measures do not or will not resolve an actual or potential conflict of interest, the Buyer may terminate the Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest and Clauses 11.5.1.2 to 11.5.1.7 shall apply.

### **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 Buyer any actual or suspected breach of Law, clause 13.1, or clauses 27 to 33.
- 34.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 34.1 to the Buyer or a Prescribed Person.

### **35 FURTHER ASSURANCES**

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

### **36 RESOLVING DISPUTES**

- 36.1 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 by commercial negotiation.
- 36.2 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 36.3 to 36.5.
- 36.3 Unless the Buyer refers the dispute to arbitration using clause 36.4, the Parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction. :

- 36.4 The Supplier agrees that the Buyer has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 36.5 The Buyer has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 36.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 36.4.
- 36.6 The Supplier cannot suspend the performance of the Contract during any dispute.

### **37 WHICH LAW APPLIES**

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

## V. Annex 1 – Processing Personal Data

### Part A Authorised Processing Template

**No personal data processing is expected as part of this contract.**

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

[REDACTED]

[REDACTED]

[REDACTED]

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

[REDACTED]

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

Any such further instructions shall be incorporated into this Annex.

Description of authorised processing	Details
Identity of Controller and Processor / Independent Controllers / Joint Controllers for each category of Personal Data	
Subject matter of the processing	
Duration of the processing	
Nature and purposes of the processing	
Type of Personal Data being processed	
Categories of Data Subject	
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	

Locations at which the Supplier and/or its Subcontractors process Personal Data under this Contract and International transfers and legal gateway	
Protective Measures that the Supplier and, where applicable, its Subcontractors have implemented to protect Personal Data processed under this Contract against a breach of security (insofar as that breach of security relates to data) or a Data Loss Event	

**Part B    Joint Controller Agreement (*Optional*)**

Not Used.

**Part C    Independent Controllers (*Optional*)**

Not Used.



## VI. Annex 2 – Specification

### 1. Introduction

The EU's Hydrogen and Decarbonised Gas Markets Package (hereby 'The Package') was adopted on 21 May 2024. It represents the first major piece of gas energy legislation to be enacted by the European Commission following the UK's withdrawal from the European Union.

The Package, (especially when taken alongside other policy measures and regulatory changes), introduces wide-ranging measures intended to incentivise the development of hydrogen infrastructure, and a renewable and low-carbon gas market in the EU. Together with the Trans-European Networks for Energy (TEN-E) Regulation, it will constitute the new regulatory framework governing the construction of and access to hydrogen networks as well as the re-purposing, decommissioning and access to natural gas networks in the EU.

As such, the Package has the potential to impact on market access, infrastructure development and cross-border integration, competitiveness in natural gas, hydrogen and biomethane markets, and energy security.

These include but are not limited to:

1. The UK's primary goal to achieve net-zero greenhouse gas emissions by 2050, as set out in the Climate Change Act 2008.
2. The UK's goal to develop a hydrogen economy with a target of producing up to 10 GW of low-carbon hydrogen by 2030, with at least half of this capacity coming from electrolytic (green) hydrogen as set out in the UK Hydrogen Strategy 2021.
3. The UK's goal to accelerate the production and use of hydrogen and low carbon gases, and to achieve energy independence as set out in the British Energy Security Strategy 2022.

The Department for Energy Security and Net Zero (DESNZ) is looking to commission research to improve our understanding of the Package and its possible effects on natural gas, hydrogen and renewable gas markets in the UK and the EU.

The primary objectives of the analysis we seek to tender will be to:

1. **Identify areas of potential regulatory divergence:** Identify and analyse specific areas where regulatory differences exist or may emerge between the UK and the EU concerning natural gas, hydrogen and biomethane markets, including pricing mechanisms, market structures, environmental and emissions standards, and certification as a result of the EU's Decarbonised Gas and Hydrogen Package.
2. **Evaluate the impacts on market dynamics:** Investigate how identified actual or potential regulatory divergence influences market dynamics, such as competition, investment, and market liquidity, within both the UK and EU gas markets and the potential impact on hydrogen and biomethane markets.
3. **Examine trade implications and risks/opportunities for the UK:** Assess the impact of identified actual or potential regulatory divergence on natural gas, hydrogen and biomethane trade between the UK and the EU, including changes in import/export volumes, tariffs, and market access barriers. Assess the opportunities as well as risks to alignment/non-alignment.

4. **Assess implications for energy security:** Examine how regulatory divergence may impact energy security in the UK and EU, including supply reliability, diversification of sources, and infrastructure investments.

The project will involve two parts, one being an analysis of potential areas of divergence, with the second analysing the impacts of divergence through scenario modelling. This will meet the primary objectives of the project:

1. **Support policy recommendations:** Inform policy decisions on security of supply, gas market decarbonisation, biomethane and hydrogen frameworks.
2. **Support UK-EU Energy cooperation:** Provide objective analysis to support negotiations with the EU on cooperation on natural gas, biomethane and hydrogen markets.

## 2. Requirements

The project aims to support delivery of the objectives listed above. To do so, we require from the Supplier research split into two parts:

### Part A

Part A will be an analysis of the potential upcoming areas of regulatory divergence. The Tenderer will include an assessment of the current regulatory and policy landscape regarding natural gas, hydrogen, and low carbon gases, comparing and contrasting current approaches between the UK and key EU partner countries as well as EU-wide measures.

Key partner countries to the UK should be chosen based on a summary of current trading relationships across natural gas, hydrogen and renewables, with the report describing how these countries have been chosen. The Tenderer should include an assessment of likely positions of key partner countries in terms of meeting targets both at a country and EU level.

Finally, Part A will include a high-level assessment of risks to the UK in the event of divergence, in each of the aspects identified and in combination, including to security of supply. Considerations should be made for Northern Ireland and the Republic of Ireland.

### Part B

Part B will investigate the connection between varying regulatory divergence and potential outcomes through scenario modelling. This will address the uncertainties created by the Package, recognising that the changing market structure could have a range of outcomes with differing impacts on EU market arrangements and on energy trade with the UK.

Scenario inputs could include the extent to which production and demand targets are met, in areas of divergence in various areas of regulation, or cost of production. These scenarios can be illustrative and will not necessarily reflect any UK policy position or UK government expectation.

Scenarios will be agreed in collaboration with DESNZ in the early stages of the project and should be informed by the tenderer's expertise in natural gas, hydrogen and biomethane, extensive knowledge of production economics, trading arrangements, and the relevant regulatory frameworks. Scenarios should align with conclusions of Part A in terms of important areas of regulatory divergence and estimates of their impacts on key metrics, for example, hydrogen production and demand trajectories. Scenarios will be used to explore the impacts on market functioning across natural gas, hydrogen and biomethane.

Key outputs to emerge from scenario analysis could include, but are not limited to, cost of production, demand, trade volumes, cost of trade, and required infrastructure and investment to facilitate production, transport and trade. Outputs will again be informed by the Tenderer's expertise and agreed with DESNZ in the early stages of the project. The Tenderer's suggested scenarios and approach to analysing these should be included in the Tender response and will be scored in the application process.

Part B will include an assessment of how the Package could impact the outlook for natural gas, hydrogen and low carbon gases, key partner countries and potential competitors for UK exports, the ability of the market to facilitate the required volumes of trade, potential investments or policies that could encourage trade or give the UK a competitive advantage, and lessons learned for the UK from EU hydrogen market development initiatives. This will allow the identification of areas of opportunity for UK renewable and low carbon gases as a result of the Package, either through regulatory divergence or new trade opportunities.

Analysis should consider likely pathways for infrastructure development based on, for example, policy targets aimed at achieving net zero emissions in the UK and the EU. Scenarios will need to consider the various pathways that could be taken to achieve policy targets in terms of the balance of fuels and infrastructure required and include an assessment of optimal outcomes. This likely to require modelling capability, however the method of analysis will depend on the Tenderer's capability and agreement with DESNZ.

Specific questions to answer through Part A and Part B include:

1. How do stated UK and EU energy policies align or diverge regarding the integration of renewable and low-carbon gases?
2. How do the stated UK energy policies align or diverge from key UK energy partners including Belgium, the Netherlands, and Germany?
3. What are the potential consequences of this divergence in terms of market functioning and security of supply?
4. What is the outlook for hydrogen and low carbon gas production and demand in the EU and the UK, and trade between the two? How does the Gas Package impact this? How do relevant Member States national plans impact the projected scenarios?
5. What impact might the Gas Package have on infrastructure investment?
6. What assumptions have been made about the projected scenarios?
7. What are the risks and opportunities to UK industry as a result of the Gas Package? How can the UK best place itself to take advantage of these?

This will support HMG to answer questions such as:

How can UK government policy support the competitiveness of UK natural gas, hydrogen and biomethane markets?

How can UK government policy best continue to support security of supply?

How could strategic investment in infrastructure, innovation, or policy give the UK a leading role in European low-carbon gas markets?

What lessons can the UK learn from EU hydrogen market development initiatives, and how can they be adapted for the UK context?

Additional research questions may be explored if deemed fit by the Buyer and the Supplier. This would be agreed during a project inception meeting and would be in addition to the core questions detailed above.

### **3. Outputs**

Key outputs would include a research report (Word document) and presentation (PowerPoint) outlining the results, along with supporting documents on the background and methodology including any data in Excel format. Whilst it is not the intention to publish final deliverables, the Supplier will produce them to a publishable quality, to be shared with contacts across Government.

The supplier would also be expected to provide DESNZ with the raw data underlying their analysis.

DESNZ expects to be able to provide comments on draft versions of deliverables. All comments are to be addressed to the satisfaction to the Buyer, prior to a final project being delivered.

The Tenderer will meet with DESNZ in the early stages of the project to discuss method of analysis and to decide on scenarios with follow up meetings at regular intervals to update on progress and provide steers. The Tenderer may be asked to present findings to a group of senior civil servants at the conclusion of the project.

The Buyer's expectations in terms of quality assurance and delivery of data collection include:

- An opportunity to review and comment on all data collection materials prior to use.
- Receipt of clear and cleaned-up modelling output (if used), detailing all data sources, assumptions, variables etc. used in the model.
- A clear analysis framework which details how various strands of data collection and analysis have been brought together and evidence synthesised to answer the project's overarching research questions.
- A shared QA log from the supplier, which includes detail regarding internal checks and amendments undertaken and who is responsible for undertaking these activities.

Appropriate analysis and modelling tools may include but are not limited to: qualitative assessments and scenario analysis, impact assessment, econometric and/or regression analysis, distribution, spatial, multivariate, predictive and/or simulation modelling, use of energy system modelling, with scenario analysis and identification of barriers and how cooperation or coordination could mitigate these.

Data collection methods may include, but are not limited to literature reviews, case studies, depth interviews and stakeholder workshops. Where these data collection and stakeholder consultation methods are proposed, tenderers should set out in their bid how they will sample and recruit stakeholders for consultation, their approach to designing structured interview guides, their approach to analysis of this qualitative data, how any potential for bias will be avoided and how contradictory views or evidence will be dealt with.

This is not an exhaustive list, and we welcome other methodological approaches, as long as these are sufficiently justified in your bid response and will give the same quality outputs as these proposed methods.

#### 4. Timeline and Deliverables

The table below contains the key deliverables required by the buyer and expected dates of delivery. The project plan should include the selected list of key partner countries to explore, the final list of scenarios to assess, the methodological approach, and a confirmed list of target stakeholders for data collection and consultation. It will also include the finalised delivery dates. This plan will require sign off from the buyer.

Date	Deliverable
Early January 2025	Project Kick off
Mid/Late January 2025	Finalised project plan to be signed off by DESNZ
January/February 2025	Project team keeping in touch with service provider
W/c Early February 2025	First-draft skeleton report, with at least any qualitative analysis drafted, to be quality assured by the Buyer's analysts and policy teams to ensure it meets our expected standards.
Mid-February 2025	Draft report which includes all analytical findings to be shared with DESNZ for comment.
W/c Early March 2025	Final draft of report, with final review from the Buyer.
W/c Mid-March 2025	Final delivery of report, including presentation to the Buyer to disseminate findings.

The contract is to be for a period of 2.5 months, but DESNZ will reserve the option of being able to extend the contract by up to a further 3 months unless terminated in accordance with the terms of the contract. Any activity additional to that stated in the original contract that DESNZ would require to be completed within the 3-month extension would be agreed between DESNZ and the successful contractor at no later than one month before the current expected contract end date.

## 5. Governance and Working Arrangements

The Supplier will be expected to identify one named point of contact through whom all enquiries can be filtered. Where requested, access to the Supplier's analysts, including but not necessarily limited to assisting with analytical queries and discussing analysis, should also be facilitated by the point of contact.

A project manager from the Buyer will be assigned to the project and will be the central point of contact for the Supplier. The project manager will be available to answer queries and support development regularly, at least at a frequency of once *every two weeks*. This can be assessed with the Supplier if greater frequency is required, for example towards the end of the project.

The project manager, the Analytical lead, and the SRO of the Buyer's team from which this funding comes, will be responsible for signing off the final outputs of the research project.

## 6. Ownership and Publication

The Buyer will own the intellectual property of all deliverables. The output will be for internal HMG use only. The Supplier is not permitted to make reference to this project or publicise their engagement in this project as case study for marketing purposes or in response to tender opportunities. Its use in other projects or for teaching purposes is also not permitted.

## 7. Quality Management

The Supplier should have measures in place to ensure that **all** deliverables produced are of a high quality.

In particular, the final deliverable must be:

- Inclusive of, as minimum standards, those measures detailed in the Government Social Research Code, The Green Book and The Magenta Book where appropriate.
- Appropriate for publication by a Government department.
- **Free from any errors** (such as, but not limited to, factual, grammatical, and formatting errors).
- Appropriately and robustly quality assured; approved by a senior member of the Supplier's team; and supported by a detailed quality assurance log.
- Reflective and inclusive of the proposals made by the Supplier in their original tender.
- In alignment with the '[Aqua Book](#)' guidance on producing quality analysis, or in alignment with the Supplier's own quality assurance processes, as long as the Buyer deems this to be of sufficient quality.

If the Buyer deems that the final deliverable is of unsatisfactory quality, for example, it contains grammatical errors or is insufficiently quality assured, then the Buyer reserves the right to make rounds of comments on areas that require addressing on the final deliverable. The Buyer also reserves the right to withhold final payment until a final deliverable of satisfactory quality, as deemed by the Buyer, is delivered.

The Buyer expects **all** deliverables to be of a high quality. However, the Buyer appreciates that other deliverables (this meaning those deliverables that are **not** the final deliverable, such as a draft report) may contain some minor errors.

Suppliers should factor quality assurance measures into workplan timelines.

## **8. Quality assurance (QA) of modelling**

If modelling is used in this project, it should include the delivery of a DESNZ pattern QA Log for modelling, which is additional to a standard QA Log.

If the supplier has proposed to use modelling in their bid, then all models and modelling must be quality assured and documented.

[This link](#) contains an externally accessible version of the Buyer's Modelling QA guidance, and the modelling QA log. The modelling QA log should be filled during the project and submitted at project completion as a deliverable to demonstrate the QA undertaken.

When models are submitted to the Buyer, during the project or at completion, they should be accompanied by confirmation by a senior (partner or equivalent) of the contracting organisation, that the assurance has taken place in accordance with approaches outlined in the QA plan agreed with the Buyer. Evidence of testing through development provided in support of the QA Log ratings greatly improves the level of confidence in it.

For all projects, suppliers must supply quality assurance evidence for any existing models they wish to submit to the Buyer. This must be:

- to a standard that is at least the equivalent of the Buyer's internal standard, available at [this link](#)
- accepted as suitable by the Buyer.

## **9. Artificial Intelligence**

Where the supplier, or any of its sub-contractors, plans to use Artificial Intelligence (AI) or machine learning tools, including large language models, in the creation of deliverables, the supplier must inform the Buyer and the use of AI must be approved in advance. Where AI tools have been used in the creation of deliverables, the supplier and / or its sub-contractors, must check and verify deliverables for accuracy.

The supplier, or any of its sub-contractors, must not use confidential Buyer information, or information not already in the public domain, as training data for AI systems, for example, using confidential Government information gained from the contract to train AI or Large Language Models.

## **10. Social Value**

In addition to the aims, objectives and outcomes of the project, all UK Government contracts are required to contribute to wider social value as an additional benefit of the contract. Social value is a broad term used to describe the wider social, environmental and economic effects of an organisation's actions, and how they contribute to the long-term wellbeing of individuals, communities and societies. More detail can be found [here](#).

Social value is not just a policy requirement. Social value directly supports the mission of DESNZ and DESNZ International Net Zero. We require the selected Supplier to deliver social value in the delivery of this contract. Although the whole of the specification of this project could be considered as contributing to social value, this element is specifically focussed on how the evaluation contract is delivered by the Supplier and is not about the technical delivery methodology per se. Commitments on the inclusivity and benefits of the methodology should be included in the wider technical proposal.

Social value is not a specific costed activity but is an added co-benefit of delivery and an approach to delivery that is expected of all DESNZ suppliers.

## **11. Sub-contractors**

The Supplier must have measures in place to manage any sub-contractors and ensure that their selection is conducted in an open and transparent manner.

## **12. Budget**

This section has been removed and placed in Annex 3.

## **13. Payment**

This section has been removed and placed in Annex 3.

## **14. Performance**

To monitor delivery throughout the process, the Buyer will produce timelines with ongoing working group discussions. The Buyer will also set clear formal check-ins on the status of the key deliverables, checked against a risk register. This will help identify risks of timeline slippage early, and act accordingly to mitigate.

The Buyer will manage the Contract and have regular performance discussions with the Supplier, at least every two weeks. Where the quality of deliverables are failing to meet the Buyer's expectations identified in



both these requirements and the Supplier's tender submission, the Buyer will work with the Supplier to identify measures to remedy these performance issues.

Where deliverables are taking significant rounds of comment from the Buyer prior to signing off as complete, the Buyer will only pay the amount given in the Contract and will not pay for additional drafting above and beyond expected. As such engagement with the Buyer during the drafting process to ensure that the final documents will be acceptable is essential.

## **VII. Annex 3 – Charges**

**The total price for this Contract is £49,437.50 excluding VAT.**

### **Budget**

The Buyer has created a 'genuine pre-estimate' of costs for this service. The budget is up to £50,000 exclusive of VAT, and inclusive of all non-UK taxes. Payment will be fixed price with payments to be made based on milestones.

### **Payment**

Bidders will provide an invoice schedule as part of their Commercial Proposal which should be taken into consideration in the estimated budgets and timelines. The Buyer would anticipate two invoices during the project delivery, but alternatives may be proposed by the Bidder.

Price will be fixed based on the commercial offers made. Payments, in GBP, will be linked to delivery of deliverables. The indicative milestones and phasing of payments is to be as detailed in the Pricing Annex.

Any payment conditions applicable to the prime Bidder must also be replicated with sub-contractors.

The Buyer aims to pay all correctly submitted invoices as soon as possible with a target of 10 days from the date of receipt and within 30 days at the latest in line with standard terms and conditions of Contract. We expect that this will be replicated in any sub-contractor arrangements and the Buyer may request evidence that this is the case.

The Buyer reserves the right to amend the Contract to increase the scope of activities required of the Supplier, so long as any additional activities meet the objectives of the Contract. Contract amendments would be managed by a formal variation process and will be made with mutual agreement with the Supplier. This is only permitted if the proposals are compliant within the remit of Public Contracts Regulations 2015.

**Supplier's submitted Pricing Schedule**

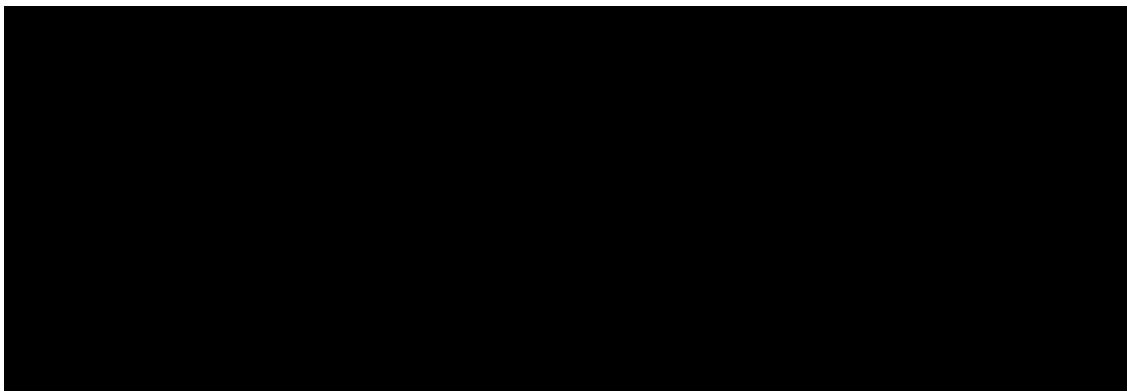
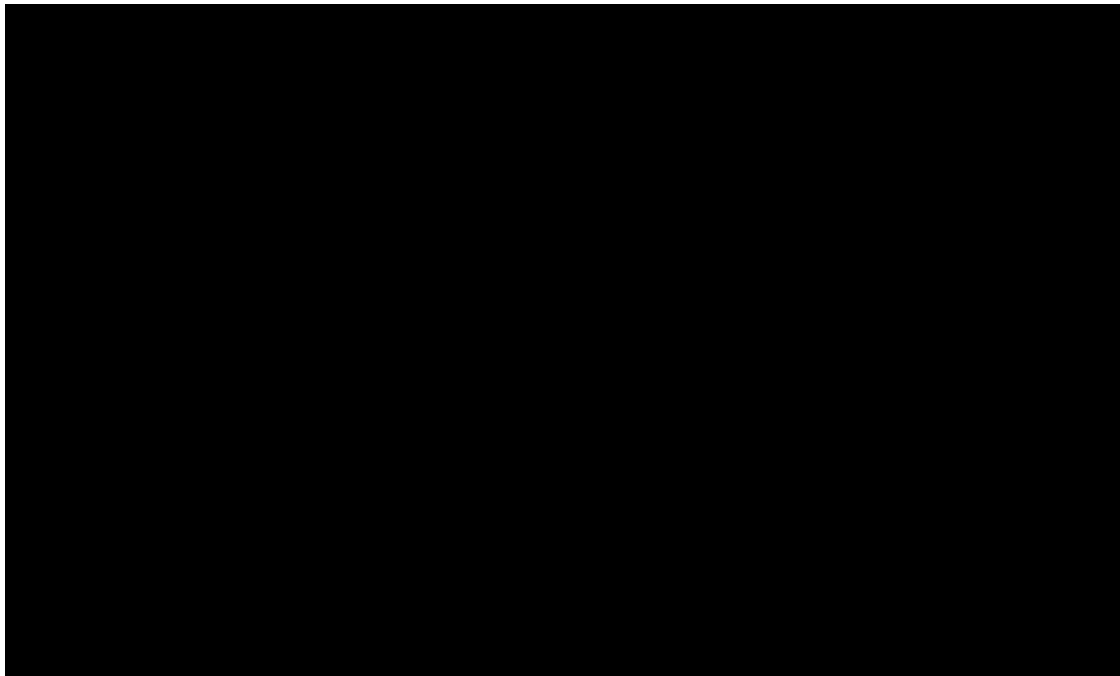
**Annex A:  
Pricing Schedule**

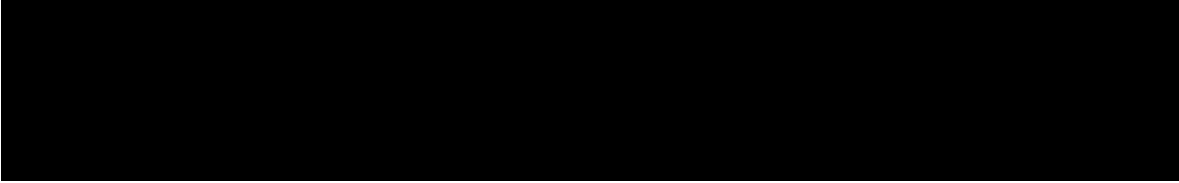
*Instruction: Please complete this annex and include it as a separate attachment to your submission.*

*Please complete multiple versions of this if your submission includes variations or options.*

Please do not include pricing information anywhere else in your tender submission.

**Part A – Staff/project team charges**





**VIII. Annex 4 – Supplier Tender**



# Decarbonised Gas and Hydrogen Package

## Methodology

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### Understanding of aims and objectives

The UK and EU have set ambitious economy-wide decarbonisation goals, with both aiming for net zero greenhouse gas emissions by 2050. While aspects of their respective decarbonisation strategies may differ and certain details are yet to be developed, both jurisdictions envisage roles for biomethane and hydrogen (for the UK, as set out in the Tender Specifications; for the EU, as reflected in the RePowerEU Communication).

There is significant value to both the UK and EU in maintaining efficient energy trading arrangements to minimise the costs of the transition and to support security of supply (within the constraints of the UK-EU TCA). Close co-ordination can also support in wider international negotiations.

The EU's Hydrogen and Decarbonised Gas Markets Package (hereby "The Package") has the potential to affect the UK-EU relationship in several ways.

- The Package allows for the creation of a low-carbon hydrogen standard via a delegated act. To the extent this standard diverges from the UK's LCHS, this could create a barrier to low-carbon hydrogen trade.
- While the Package introduces some harmonisation of hydrogen blending limits at intra-EU interconnection points (cap at 2% blend), it leaves some room for EU member state discretion below this amount and does not set out how third country interconnectors should be treated (the UK Government has yet to decide on an approach to H2 blending in the GB gas transmission system). Again, potential divergence could create a barrier to trade.
- The Package introduces new governance processes (creation of a EU network for hydrogen network operators - ENNOH, the inclusion of hydrogen in the EU DSO entity, co-ordinated cybersecurity planning). By default, the UK is left out of such processes, hampering co-ordination in relation to network planning and security, and ignoring the potential value the UK could provide to the rest of the EU through sharing its hydrogen production and underground storage potential (though potentially this risk is mitigated somewhat by the Projects of Mutual Interest process under the TEN-E Regulation).
- Requirements introduced in the Package for H2 networks (e.g. third party access and unbundling) could have implications for the regulatory treatment of potential future hydrogen interconnection (and, in turn, for how and when existing interconnectors could be repurposed for hydrogen). The precise impacts may depend on how the EU requirements are implemented by individual member states (such as Belgium and the Netherlands).

At the same point, the way in which inefficiencies materialise is likely to differ by market. Gas is a mature and liquid market, and concerns primarily relate to ensuring efficient market operation. By contrast, low-carbon hydrogen production will be subsidised in the initial stages of development. Concerns may relate primarily to whether investment will be efficient (i.e. the extent to which the lowest-cost potential will be exploited, over the long run).

Beyond the Package, other aspects of EU legislation could significantly affect EU-UK gas trade. For example:



- The EU Methane Regulation may already be affecting upstream players' long-term contracting strategies for natural gas and could affect future trade between the UK and EU.
- The precise implementation of Carbon Border Adjustment Mechanisms (CBAM) in both jurisdictions could affect the extent of barriers to hydrogen trade.
- The EU Renewable Energy Directive sets standards for renewable hydrogen and governs the trade of biomethane guarantees of origin and proof of sustainability.
- The EU is currently reviewing its framework for security of supply. Just as EU storage filling obligations (due to expire end-2025) may have affected summer-winter spreads across Europe (and therefore will have affected incentives for storage filling in the UK), potential EU interventions in the gas market may affect UK market dynamics.

There is therefore a need to understand the potential for divergence and the nature and extent of resulting risks to the UK (including Northern Ireland), for example in terms of security of supply and infrastructure investment. Divergence may also generate opportunities for the UK (including in relation to trade with third countries). Understanding these risks and opportunities (from both the UK and EU perspective) and drawing lessons learned from EU developments can help inform:

- UK decisions on policy, infrastructure investment and innovation; and
- the UK's negotiating stance with the EU on areas where there is still scope for change.

## Proposed approach

### Overall approach to ensuring aims are met and ensuring deliverability and value for money

Our focus during the assignment will be on Part A (analysis of the regulatory landscape and potential areas of divergence). We propose expanding this to cover areas of EU policy relevant for trade in gas, hydrogen and biomethane not covered by the Package (for example, as highlighted above, the Renewable Energy Directive and CBAM). Too narrow a focus on the Package may ignore important links with other aspects of EU energy policy.

We believe this expansion of Part A will provide more value to DESNZ than detailed quantitative modelling of impacts. Modelling results are likely to be highly sensitive to (potentially speculative) assumptions made regarding (say) the potential extent of policy divergence and the implications for cross-border trade. Given the uncertainty regarding exactly what Part A may uncover, there is also a high risk it would be difficult to scope and deliver robust quantitative analysis within the time and budget available.

We do however understand that policymakers will wish to understand the potential significance of potential barriers to trade, and we will ensure this is covered in Part B (as we discuss below).

We remain open to discussing possible changes to scope and priorities with DESNZ at the kick-off meeting, subject to ensuring that the overall level of Frontier staff input remains as per this proposal. We have relevant gas modelling and energy system modelling capabilities, and so are open to discussing an extension to the budget and scope with DESNZ to cover possible modelling requirements if required.

## Part A: Review of relevant policy landscape and potential areas of divergence

The first step will be to identify areas of the Package (and other EU policy) of cross-border relevance<sup>1</sup>. In our view, relevant measures to consider will include those related to:

- market operation and price formation (e.g. storage filling obligations that may affect cross-border trade);
- arrangements for cross-border trade (such as capacity booking and charging at interconnectors);
- support for low-carbon hydrogen and biomethane;
- infrastructure and security planning and co-ordination; and
- infrastructure financing.

Within relevant measures, we will distinguish between:

- measures directly applicable at EU level (such as the creation of EU-wide governance and network planning processes as discussed above); and
- measures where there is scope for differences in member state implementation (such as the precise approach to hydrogen network regulation and blending).

In parallel, we will identify relevant EU member states to consider alongside the EU-level picture. In addition to issues in relation to Northern Ireland and the Republic Ireland, we will consider up to three additional countries. We will prioritise countries that are likely to have the strongest interactions with the UK on gas and hydrogen trade, and in relation to trade in biomethane sustainability attributes. We will discuss this with DESNZ at the start of the project, but this is likely to support the initial selection of countries highlighted in the tender specifications:

- **The Netherlands and Belgium:** both have existing gas interconnectors with the UK, which could be repurposed for future hydrogen trade; and
- **Germany:** in part to ensure we capture a significant market for biomethane attribute trading, and in part given it is already making strides in developing the hydrogen economy locally and internationally.

We will then describe the announced/emerging positions for each of these countries in relation to the areas where there scope for within-EU differences on implementation detail. We will compare and contrast UK policy with EU / EU member state policy, noting where outcomes may depend on implementation choices, and the scope for divergence. We identify the potential consequences of regulatory divergence. In passing, we will also note any lessons learned for the UK from EU policy.

## Part B: Assessment of significance of impacts

### Triangulating sources of evidence

As explained above, we will draw on existing sources of evidence to illustrate the potential importance of potential barriers to trade and investment. Such existing sources of evidence may include:

- **Historic market data:** for example, interconnector bookings may indicate the current value of cross-border trade in gas. Price differences in renewable gas guarantees of origin may indicate barriers to trade. There are, however, limitations to reliance on historic

<sup>1</sup> We will therefore keep out of scope measures in the Package related to consumers (e.g. billing, smart meters, switching) those that may affect the EU market, but are of limited direct relevance to EU-UK trade (e.g. joint purchasing, ensuring access for distributed gases to national hubs).



market data including that market behaviour may be affected by current market arrangements/distortions and it does not provide an indication of future trends;

- **Energy system modelling studies:** We will review 3-4 recent studies (such as our recent study for Eurogas<sup>2</sup> considering the role of gaseous fuels in the energy transition, or the European Commission's 2040 climate target impact assessment). Such studies typically assume well-functioning markets and the absence of barriers to cross-border trade (and so are not exposed to some of the same limitations as historical data). They may reveal the potential importance (to both the UK and EU) of trade in gas and low-carbon gases and indicate the value of (and needs for) cross-border infrastructure. While results may also be sensitive to specific assumptions made, considering different studies may help identify a range of relevant scenarios (that are nevertheless consistent with key UK and EU policies such as 2050 net zero targets); and
- **Stakeholder views:** We will interview 2-3 key stakeholders to validate our Part A findings and collect views on the areas of most concern to key affected groups. We will agree the list of stakeholders to be interviewed with DENSZ at the kick-off meeting but relevant examples are likely to include National Gas (in relation to gas and hydrogen interconnection), Energy Traders Europe (who cover both EU and UK gas trading, including trade in guarantees of origin) and Gasunie (for a continental / NL perspective. We will consider where stakeholder views may be influenced by vested interests, and critically assess whether their concerns are likely to relate to outcomes that could be genuinely detrimental to the market. Prior to interviews, we will agree structured interview guides with DESNZ.

As explained above, we are aware of the strengths and limitations of different sources of evidence and will carefully consider this in our assessment (next step).

## Assessment

Drawing on the evidence collected above, we will qualitatively assess the areas of divergence identified in Part A. For each area identified, for each product, we will consider impacts on:

- UK export costs;
- The efficiency of UK-EU trade and security of supply ; and
- Investment in infrastructure ;

We will also consider how impacts may vary between specific jurisdictions (including the EU, Northern Ireland and the Republic of Ireland). This analysis will help highlight key trade-offs (for example, regulatory divergence may offer the opportunity to produce low-carbon hydrogen at lower cost within the UK but reduce resilience of future hydrogen supplies if it leads to increased trade restrictions). This analysis can be used to inform judgements by policymakers on the benefits and risks of divergence, which in turn can be used to inform discussions regarding further reforms at UK level, negotiations with the EU and wider international negotiations.

## Reporting

As per the tender specifications, we will set out our findings in a Word research report and summary findings in a PowerPoint format. Any quantitative data used will be provided in Excel format. We will submit the report and summary findings in draft before submitting final versions. We are happy to present our findings to officials at project conclusion.

<sup>2</sup> <https://www.frontier-economics.com/uk/en/news-and-insights/news/news-article-i21046-role-of-gaseous-fuels-in-european-energy-transition/>

## Decarbonised Gas and Hydrogen Package

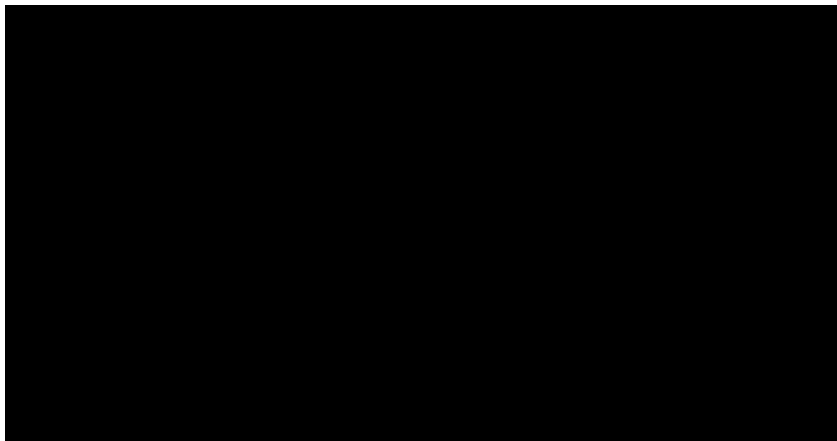
### Team Structure, Experience and Technical Expertise

Frontier are uniquely well-placed to support DESNZ with an experienced team with the necessary skills to deliver this project efficiently.

- **Experienced senior team with knowledge of gas regulatory and market design frameworks in the EU and the UK.** With offices in London and many EU countries, Frontier has decades of experience supporting regulators and regulated energy networks on regulatory issues in a range of jurisdictions. We regularly advise market players and investors on market design issues as well as in their commercial and investment decision-making. The core senior Frontier team has a deep understanding of the UK and EU institutional environment and stakeholder groups that are relevant to gas and hydrogen developments.
- Our **expertise spans all stages of the gas value chain**, including gas import (e.g. longterm supply contracts and regulatory and financial support to interconnectors), gas transport and distribution (e.g. market zones, pipeline regulation), gas storage (storage market analysis, storage valuation, dispute resolution, etc.) and gas demand (e.g. gas demand models).
- The proposed Frontier team **regularly works for public authorities on high profile issues**, including several recent assignments for DESNZ. We have an ability to draw out key insights from complex analytical tasks.

### Team structure

Figure 1 Team organogram



Source: Frontier Economics





[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## Lessons learned from previous experience

The team has significant experience relevant to the assignment, and we can provide further details on request. We have highlighted four examples below:

- [REDACTED]
- We advised the **European Commission** on managing **cross-border differences in gas quality**.<sup>1</sup> We identified key issues including a deficit in relation to governance and co-ordination processes between member states. We also identified that solving the issues would require ensuring efficient incentives along the chain, including in relation to investments, system operation and end users. The work informed the Commission's Impact Assessment underlying the Gas Package.
- We are advise the **Swiss Federal Office of Energy (SFOE)** on implications of the hydrogen regulation conditions in the EU Hydrogen and Decarbonised Gas Package for Switzerland. Art. 53 of the Directive requires that for each hydrogen interconnector

<sup>1</sup> <https://www.frontier-economics.com/uk/en/news-and-insights/news/news-article-i8367-a-co-ordinated-eu-approach-for-managing-different-types-of-gases-in-the-gas-system/> 3



between the EU and a third-party a bilateral agreement between the third-party and the connecting Member State (or the EU) is concluded that determines key operating conditions (including third-party access, unbundling and tariff regulation) of the interconnector to guarantee consistency with EU conditions. We support SFOE in analysing which legroom Switzerland has to deviate from EU conditions and undertake an assessment of various options.

- We advised **six utility clients** on the **case for linking UK and EU carbon markets**.<sup>2</sup> This involved a comparison of current policy, the benefits of linking and the potential areas of divergence. A key finding was that further policy divergence could complicate negotiations regarding linking and, in turn, the potential for efficiency gains for both sides.

## Continuity of service

There are overlaps in expertise between members of the core senior team [REDACTED]. We intend on keeping the core senior team for the duration of the project, and confirm there are no prolonged planned absences among the core senior team for the duration of the project. In the event of shorter unexpected absences, we are confident we can provide continuity of service. In the event of prolonged unexpected unavailability, [REDACTED]. Should we need to make a replacement, we will discuss this with DESNZ at the earliest opportunity and make best endeavours to ensure replacements are like-for-like in terms of seniority and areas of expertise.

## Corporate environmental responsibility

Frontier adopts whole lifecycle design principles, underpinned by the concept of 'do no harm', into all our projects, whilst ensuring a proportionate approach to balance social, economic, and environmental considerations. Frontier Economics is committed to achieving Net Zero emissions by 2030 and has been carbon neutral since 2010. To achieve our target, we commit to reduce absolute Scope 1 and Scope 2 emission by 46% by 2030 from a 2019 baseline year. We also commit to measure and reduce our Scope 3 emissions. Frontier uses the firm CO2balance to audit its greenhouse gas emissions each year. Our annual review reports emissions under all three Scopes defined under the Greenhouse Gas Protocol and the ISO 14064\_1 standard. Specifically for the delivery of this contract we will support emissions reductions through the following:

- We encourage employees to walk to work, take public transport and promote our cycle to work scheme.
- Business travel to be minimised by online meetings being promoted through the contract – both internal meetings within Frontier and meetings we hold with DESNZ. Should face-to-face meetings be needed, we will encourage the use of public transport (preferably tube/train) and rail connections will be chosen over air travel.
- Cloud-based server – this is in place and will be used throughout the duration of the contract, meaning that carbon output will be reduced.
- Recycling facilities and waste reduction resources and advice available to employees throughout the duration of the contract. Printing will generally be avoided, but where necessary, to keep waste to a minimum, the offices will continue to utilize a “follow me” printing system. Frontier offices have initiatives to reduce general waste, including reusing and recycling.

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<sup>2</sup> <https://www.frontier-economics.com/uk/en/news-and-insights/news/news-article-i20873-linking-uk-and-eu-carbon-markets/>



# Decarbonised Gas and Hydrogen Package

## Contract Management

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### Ways of working

We propose the following arrangements to ensure the smooth running of this project, though we are very happy to adjust our approach to suit DESNZ's preferences.

- The Project Manager [REDACTED] will be the key day-to-day point of contact for DESNZ. The Project Director [REDACTED] remains available to discuss issues with DESNZ if needed.
- For now, given the tight timelines, we have planned for (online) weekly progress meetings with DESNZ to ensure we are working closely together throughout the project. Some of these meetings will be shorter progress updates (although we can also pick up any points of content that may arise), while others will be longer 'review meetings' where we discuss DESNZ's feedback on intermediate outputs. We can also arrange additional meetings as required. We will share notes from meetings to ensure key points of agreement and actions are accurately captured. We will ensure there is a clear agenda for every meeting and if there is nothing to discuss in a given week, we will cancel the meeting and share a written progress update.

### Quality assurance

We have designed the team structure so that there is clear accountability for the quality and timely delivery of the work. This rests with the Project Manager [REDACTED] in the first instance and ultimately with the Project Director [REDACTED].

We have assembled a highly experienced team for this assignment, acknowledging its high conceptual level. This ensures that our outputs will benefit from extensive input and oversight from topic experts. In addition to the expertise of the Project Director and Project Manager, as outlined in our team structure, the team will also leverage insights from [REDACTED] providing in-depth EU gas market policy experience as required.

The project manager will monitor the team's activity and scrutinise all deliverables to ensure they are accurate, transparently presented and in line with the objectives of the project. Within the timelines outlined, ample time has been allocated for the Project Director and Project Manager to proofread, review and sign off work before it is sent to DESNZ.

We also welcome challenges and comments DESNZ. It is important to us that you can provide feedback throughout the work, and that any aspects that are not clear or appear counterintuitive are addressed swiftly. All our outputs will be shared with you in draft for comment before they are finalised. Sufficient time for DESNZ's review and comments is also factored into the work plan.

Our methodology does not include quantitative modelling but we have established quality assurance processes for quantitative modelling which we can share with DESNZ if needed.

### Key risks and risk mitigation

We will use a Risk Register throughout the project to track the development of any risks such that they can be identified and addressed in good time. The table below outlines some initial risks identifiable at the outset of this project (in addition to continuity of service – see answer to Question 2) and our approach to mitigating those risks.





Should further material risks or other updates to the Risk Register be identified during the course of the project, these will be discussed with DESNZ. Any updates to the Risk Register will be a standing agenda item for progress meetings.

**Table 1** Initial view of risks and mitigations

Risk	Suggested mitigation
Project overrun	We believe the timescales set out in our project plan, whilst challenging, are realistic, which reduces the risk of overrun. We will adopt a best practice project management approach, maintaining trackers of project progress against milestones. Should we identify an approaching risk of overrun, this will be raised early with DESNZ during weekly catch-ups, and mitigations / actions will be discussed and agreed.
Changes in scope of work	Given the potential wide range of gas market issues that could be covered, early finalisation of the project plan and key priorities for DESNZ will be key. We will invest time at the kick-off meeting to ensure the scope and focus of the work is agreed.
Securing required inputs from DESNZ	To ensure the smooth running of this project, we will require regular and effective collaboration with DESNZ to ensure alignment on objectives and to receive inputs and comments on intermediate outputs. To ensure this happens we will always be clear in advance where input from DESNZ is needed and by what deadlines as part of our project management process.
Quality of outputs	Validation from external stakeholders is part of our approach, which will reduce the risk that we miss important implications of the EU Gas Package. Our answer to Question 1 explains our approach to triangulating different sources of evidence.

## Ethical considerations

Our internal guidelines and processes endure the highest level of integrity and ethical conduct. Throughout the service delivery, we will implement and maintain the following robust ethical standards.

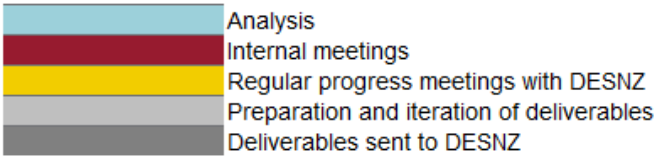
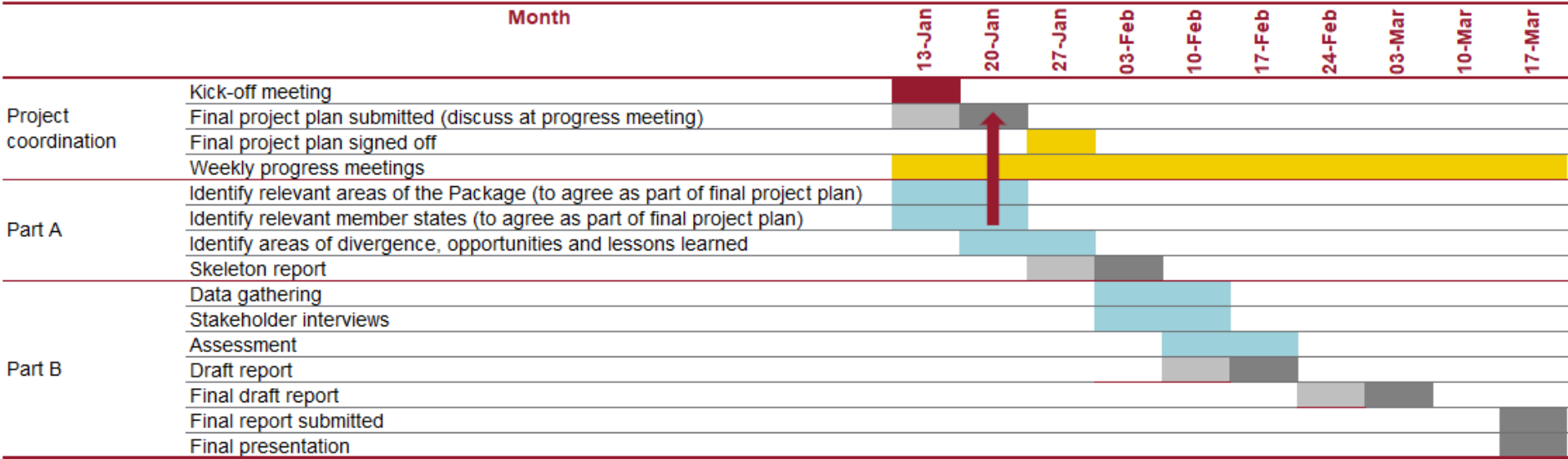
We take a zero-tolerance approach to bribery, corruption and fraud and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships. All employees have completed compliance trainings on 'Data protection', 'Anti-Bribery and Corruption', 'Anti-money laundering', 'Fraud Awareness', 'Modern Slavery' and 'Whistleblowing'.

Generally, we commit to treating all individuals fairly and without discrimination, fostering an inclusive environment where diversity is valued and ensuring ethical behaviour. Our internal guidelines and values ensure that all team members conduct themselves with the highest levels of integrity and honesty, avoiding any practices that could compromise the project's ethical standards.

Before we undertake any new work, we run internal and external checks to comply with all other regulatory requirements and to identify and resolve possible technical and/or commercial conflicts, taking into account jurisdictional requirements. In the unlikely event that a conflict of interest were to emerge for our team during the course of our work, these will be promptly disclosed and addressed. In addition, we have internal procedures in place to manage such

conflicts. We will establish ethical barriers where necessary. These internal barriers will segregate relevant project teams to ensure all team members remain impartial and unbiased throughout the project. If deemed appropriate, we have scope to replace staff members with well-qualified individuals, as Frontier has over 70 consultants in our energy practice

Timeline and description of activities



Number of staff days per task at an individual level

	Part A	Part B	Total



**IX.        Annex 5 – Optional IPR Clauses – *Not Used***