



Department for
Business, Energy
& Industrial Strategy

**CONTRACT FOR THE PROVISION OF ADVANCED MODULAR REACTOR
(AMR) KNOWLEDGE CAPTURE TO THE DEPARTMENT FOR ENERGY
SECURITY & NET ZERO (THE CONTRACT OFFER LETTER)**

(Purchase Order Number)

This Contract is dated and is made between:-

1. **The Secretary of State for ENERGY SECURITY & NET ZERO** (the “Authority”) of 1 Victoria Street, London SW1H 0ET, acting as part of the Crown;

and
2. Ove Arup & Partners Ltd (the “Contractor”) whose registered office is at 8 Fitzroy Street, London, W1T 4BJ.

INTRODUCTION

- (A) On 13 December 2022 the Authority issued an invitation to tender for the provision of Advanced Modular Reactor (AMR) Knowledge Capture - including the specification a copy of which is set out in Schedule 1 (the “Specification”).
- (B) In response the Contractor submitted a proposal dated 27 February 2023 a copy of which is set out in Schedule 2 (the “Proposal”).

The parties agree as follows:-

1. SUPPLY OF SERVICES AND PRICE

In consideration of payment by the Authority to the Contractor of the sums set out in Schedule 4 exclusive of Value Added Tax) (the “Contract Price”) and in accordance with (a) the Specification; (b) the Contractor’s Proposal; and (c) the Authority’s Standard Terms and Conditions of Contract for Services (the “Standard Terms”) (a copy of which is attached at Schedule 3), the Contractor shall provide the Services described in the Specification and the Contractor’s Proposal to the Authority.

2. COMMENCEMENT AND CONTINUATION

This Contract shall commence on 18 May 2023 and subject to any provisions for earlier termination contained in the Standard Terms shall end on 31 March 2025.



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3. TERMS AND CONDITIONS

3.1 The Standard Terms shall form part of this Contract.

3.2 The following additional terms also apply to this Contract.

3.2.1 The Authority wishes to introduce a break clause at the end of Phase 1 of the project. If the Authority decides to exercise this break clause, the contract shall be terminated at the end of Phase 1, and only those costs agreed for Phase 1 shall be payable to the supplier.

The decision to exercise the break clause and terminate the contract after the completion of Phase 1 shall rest solely and exclusively with the Authority. Notwithstanding any other terms contained herein, the Authority's decision to exercise the break clause and not continue with Phase 2 of the project shall not be construed, either explicitly or implicitly, as a breach of contract, and hence not make the Authority liable for any costs, expenses, damages, or compensation. The Authority cannot be held liable for any financial costs and/or expenses incurred by the Contractor for delivering the contractual outputs or services after the expiry of Phase 1, unless a prior written consent to do so was provided by an authorised signatory of the Authority, at least 7(seven) days prior to any such financial costs and/or expenses being incurred.

3.3 The Contractor's terms and conditions of business shall not apply to this Contract.

3.4 This Contract is formed of these clauses and the Schedules hereto. Any other attachments are provided for information purposes only and are not intended to be legally binding. In the event of any conflict or inconsistency, the documents prevail in the following order:

- a) these clauses;
- b) the Standard Terms (as set out in Schedule 3);
- c) the Specification (as set out in Schedule 1) and Contract Price (as set out in Schedule 4); and
- d) finally, the Contractor's Proposal (as set out in Schedule 2)

(save that where the Contractor's Proposal contain a provision requiring a higher standard of service provision, the Authority may (at its sole discretion and for no additional remuneration confirm that such higher standard applies).



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4. CONTRACTOR'S OBLIGATIONS

- 4.1 Where the Contractor is supplying goods to the Authority these shall be delivered to the Authority in full compliance with the Specification and shall be of satisfactory quality and fit for purpose. Where the Contractor is performing Services for the Authority it shall do so in accordance with the Specification and exercise reasonable skill and care.

5. MANAGEMENT AND COMMUNICATIONS

- 5.1 The Contractor shall perform the Services under the direction of the Authority.
- 5.2 Any direction by the Authority may be given by [REDACTED] (the "Contract Manager") who is an officer in the Authority's Science & Innovation for Climate & Energy Directorate, 1 Victoria Street, London, SW1H 0ET or such other person as is notified by the Authority to the Contractor in writing. All queries (including any notice or communication required to be provided under this Contract) to the Authority from the Contractor shall initially be addressed to the Contract Manager
- 5.3 The Contractor appoints [REDACTED] The Arup Campus, Blythe Gate, Blythe Valley Park, Solihull, Birmingham, B90 8AE [REDACTED], to be the Contractor's first point of contact for this Contract. All queries (including any notice or communication required to be provided under this Contract) to the Contractor from the Authority's Contract Manager shall initially be addressed to the Contractor's first point of contact.
- 5.4 The Contractor's first point of contact and the Contract Manager shall meet as often as either the Contractor or the Authority may require to review the Contractor's performance of the Contract.

6. INVOICES AND PAYMENT

- 6.1 Subject to the Contractor providing the Services to the Authority in accordance with this Contract and submitting invoice/s to the Contract Manager in the manner reasonably required by the Contract Manager payment will be made by the Authority to the Contractor in accordance with condition 17 of the Standard Terms.

7. TRANSPARENCY

- 7.1 The Authority will publish the Contract and the Schedules hereto on a designated government internet site, using the redacted version of the contract attached. (That version is for illustrative purposes only, and does not form part of the Contract). The Authority has made the



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decision on the specific redactions to be made in light of the exemptions under the Freedom of Information Act 2000 (FOIA) and Condition 40 of the Standard Terms.

However, subject to those redactions, the rest of the Contract and Schedules will be published in full, in accordance with the government's policy on the publication of contracts, which forms part of the government's transparency agenda, and the Contract is therefore entered into on the basis of such publication taking place.

The Authority emphasises that its decision to redact information on this occasion does not preclude it publishing such information in the future in the context of other contracts. Neither does it preclude the disclosure of such information in the circumstances of a request for disclosure under FOIA or the Environmental Information Regulations 2004 (EIR) or where such disclosure is required by virtue of any other legal requirement. In such cases, the Authority would need to consider disclosure in the context of the particular circumstances of the request or requirement concerned.



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Signed by the parties’ duly authorised representatives:-

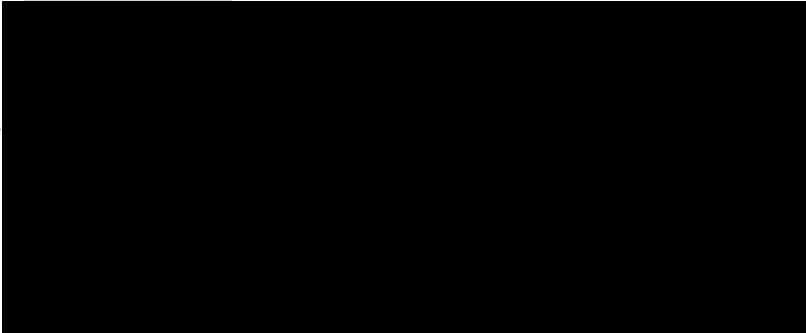
For the Secretary of State for Energy Security and Net Zero

Signature:

Print Name

Job Title:

Date:.....



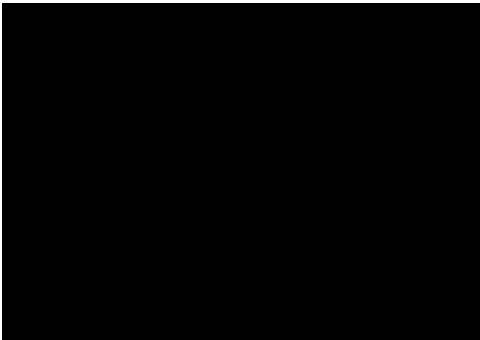
For the Contractor

Signature:

Print Name:

Job Title:

Date:





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The following Schedules form part of this Contract:

Schedule 1	The Authority’s Specification
Schedule 2	The Contractor’s Proposal
Schedule 3	The Authority’s Standard Terms & Conditions of Contract for Supplies/Services
Schedule 4	Contract Price
Schedule 5	Annex 1 - Processing, Personal Data and Data Subjects schedule

[Annex 2] [MI Reporting Template]



MI%20Reporting%20
Template.xlsx



Schedule 1 – Authority’s Specification

ID		Sub-Category	Requirement	Deliverables and Target Deadlines
Cross-cutting requirements				
R1 – Programme Initiation and Ongoing Management - To give assurance that the Supplier has the appropriate resources and processes in place to meet the Requirements in an efficient manner.				
R1-01	Mobilisation and ongoing reporting and management	<p>The Supplier shall:</p> <ul style="list-style-type: none">Organise a kick-off meeting to cover the following:<ul style="list-style-type: none">Ensure the project specification has been understoodProject PlanThe Deliverables and Payment Milestones ScheduleQuality Assurance and Quality ControlHow Intellectual Property will be managedRisk ManagementOther relevant issues as raised by the Supplier or BEIS personnel <p>During this kick-off meeting, ways of working will be agreed, including:</p> <ul style="list-style-type: none">Project engagement with delivery partners, BEIS and other relevant stakeholdersArrangements for collection and monitoring of Net Zero Innovation Portfolio (NZIP) Key Performance Indicators (KPIs) and Contract KPIs (see Section 14) for this ContractInvoicing, change requests, monitoring and reportingCustomer review and approval process		<p>Minutes of kick-off meeting. Within 2 weeks of kick-off meeting</p> <p>Monthly Updates via standardised proforma Last week of each month</p> <p>Monthly update meetings First week of each month</p>



		<ul style="list-style-type: none"> • The supplier shall produce minutes of the kick-off meeting and share for approval by the customer. • Provide monthly updates via a standardised proforma which will be agreed at the Contract Award Stage. As a minimum this will include: <ul style="list-style-type: none"> ○ Summary overview of progress against key work packages ○ Progress against key Milestones and Deliverables ○ Risks and issues and approach to mitigation ○ Progress towards achieving Social Impact (as set out in the proposal) ○ Participation in monthly update meetings to present and discuss monthly updates • Attend relevant meetings associated with Project Governance arrangements, including participation in Thematic Group meetings as required. • Manage the Project and any risks. As a minimum this will include: <ul style="list-style-type: none"> ○ Use of the Project Plan – Gantt chart or equivalent – to track progress against agreed actions, milestones and target Deliverables. Tracking progress also through the monthly update process. ○ Track risks and approach to mitigation, documenting risk through the monthly update process and immediately escalating to the Project Monitoring Officer if risks deemed to have the potential to have a material adverse effect on delivery. • Provide data and analysis to support ongoing monitoring of the Programme, including NZIP and Contract KPIs as set out in <i>Section 14</i>. 	
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R2 – Stakeholder Engagement & Knowledge Dissemination – To determine potential beneficiaries of the outputs from the AMR Knowledge Capture Project and ensure their involvement throughout the project lifecycle.			
R2-01	Stakeholder Engagement	<p>The Supplier shall:</p> <ul style="list-style-type: none"> Identify key stakeholders for the AMR Knowledge Capture Project. This should include knowledge owners (of explicit, implicit and tacit knowledge), potential end users of the project output, and the BEIS Knowledge & Information Management (KIM) team. Develop a Stakeholder Engagement and Communication Plan and update BEIS at the first convened monthly meeting or other meeting as agreed by both parties. This should cover: <ul style="list-style-type: none"> How stakeholders will be engaged and kept informed throughout the project lifecycle. How insight from stakeholders will be captured and shared to inform development of key deliverables and outputs. How knowledge generated through activities supported through public sector R&D funds can be shared with the wider RD&D community. 	<p>Stakeholder Engagement and Communication Plan <i>End of first month (April 2023)</i></p>
R2-02	Knowledge Dissemination	<p>Knowledge dissemination is a key component to the success of the Knowledge Capture Project. To ensure the outputs from the project are being shared with relevant stakeholders at appropriate times, the supplier shall:</p> <ul style="list-style-type: none"> Develop and maintain a live Knowledge Dissemination and Information Sharing Plan. Facilitate relevant knowledge dissemination activities (for example, webinars, workshops, etc) across the Contract lifecycle (Phase 1 and Phase 2). 	<p>Knowledge Dissemination and Information Sharing Plan (Phase 1) <i>May 2023</i></p> <p>Knowledge Dissemination and Information Sharing Plan (Phase 2) <i>Early September 2023</i></p>



ID		Sub-Category	Requirement	Deliverables and Target Deadlines
Phase 1: Discovery				
R3 – Scoping – To establish an understanding of what records, data, materials and expertise are held by different organisations and individuals from across the nuclear sector that could support Knowledge Capture Project objectives. Also, to develop a long-list of potential knowledge capture activities.				
R3-01	Scoping	<p>The Supplier shall:</p> <ul style="list-style-type: none"> Produce a Scoping Report covering a long-list of knowledge capture activities that could potentially support the AMR Knowledge Capture Project aims and objectives. The report should provide detail on the approach used for identifying information sources, and the findings from the proposed scoping activities. The report should include a short summary of identified knowledge capture activities, including a high-level estimate of cost, duration and resources required for each proposed activity. The supplier shall propose suitable scoping activities which should include, but are not limited to: <ul style="list-style-type: none"> Engaging with organisations from across the nuclear sector to identify information sources (explicit, implicit and tacit knowledge) that are considered to be of relevance to achieving AMR Knowledge Capture Project aims and objectives. Developing a high-level inventory of materials (e.g. records, data, physical materials) from programmes of work that have been identified as being of relevance. The inventory should include information on the following: <ul style="list-style-type: none"> Location Format (for example, whether the records are held as digital or hard copies) Quality Quantity (whether records are in the order of tens, hundreds, thousands) 		Scoping Report July 2023



		<ul style="list-style-type: none"> ▪ Accessibility (whether the records are readily accessible or whether additional work/intervention would be required to make them accessible, for example, digitisation of hard records) <ul style="list-style-type: none"> ▪ Risk of loss of information ▪ Intellectual Property considerations ▪ Security considerations ▪ Export control considerations (should the outputs of the Knowledge Capture Project be shared with international organisations) ○ Explore access arrangements of historic UK Government funded records that are now held by commercial organisations. ○ Identification of resources (for example, tools, software, databanks, previous knowledge capture activities) that may support the AMR RD&D programme. ○ Identification of key individuals, groups or organisations with specialist knowledge that could support AMR Knowledge Capture Project aims and objectives. 	
R4 – Prioritisation and down-selection – To identify a short-list of knowledge capture activities based on BEIS prioritisation criteria that can be delivered within the budget and timescales of the Knowledge Capture Project.			
R4-01	Prioritisation and down-selection	<ul style="list-style-type: none"> • Should the supplier identify more knowledge capture activities than the programme budget can accommodate, a prioritisation and down-selection activity will be required. To support this activity, the supplier should develop a methodology for fairly assessing and scoring the identified knowledge capture activities using the prioritisation criteria developed by the Department (see Section 6) and in consultation with relevant stakeholders. As part of this, the supplier will need to demonstrate how they have dealt with actual and perceived conflicts of interest. • If the knowledge capture activities identified fall within the budget and timescales of the Knowledge Capture Project, no prioritisation and down-selection activity is required. However, the supplier will be expected to demonstrate how each activity supports the AMR 	Knowledge Capture: Short-List Report Early September 2023



		<p>Knowledge Capture project aims and objectives, and how the activities align with the Department's prioritisation criteria.</p> <ul style="list-style-type: none"> The supplier shall produce a Knowledge Capture: Short-List Report that makes a recommendation on the knowledge capture activities that should be undertaken in Phase 2 of the Knowledge Capture Project. The report should include the following: <ul style="list-style-type: none"> Methodology used for assessing and scoring the long-list of options Stakeholder engagement undertaken for supporting the assessment Justification for each proposed activity A detailed description of the scope of each activity, including cost, resources (including assurance that identified resources are available), and deliverables How actual and perceived conflicts of interest have been managed An indication of whether any of the proposed deliverables could be used to support the UK's bi-lateral or multi-lateral collaborations (see <i>Section 7 for more information</i>). Details on how the output from each proposed activity will be disseminated should be included in the Knowledge Dissemination and Information Sharing Plan Phase 2 (R2-02). 	
R5 – Knowledge Management – To propose an approach to making the outputs of the AMR Knowledge Capture project accessible to the wider community.			
R5-01	Knowledge Management	<p>The supplier shall propose an approach to making the outputs of the AMR Knowledge Capture project accessible to the wider community.</p> <p>The supplier shall:</p> <ul style="list-style-type: none"> Propose activities to support the identification of a suitable knowledge management approach. This should include, but is not limited to: 	<p>Knowledge Management Report Early September 2023</p>



		<ul style="list-style-type: none"> ○ Engage with stakeholders to identify end-user needs and requirements ○ Consideration given to the requirements for access controls, security controls, export controls, processes, training, etc. ○ Engage with the BEIS Knowledge and Information Management (KIM) team to support options analysis <ul style="list-style-type: none"> ● Produce a Knowledge Management Report which should cover: <ul style="list-style-type: none"> ○ Overview of the options identified, the approach used for assessing the options, and a recommendation ○ Description of what proposed options can provide and any limitations ○ Cost estimate and timescales for delivery of proposed option ○ How the outputs of the AMR Knowledge Capture Project will be made available beyond the lifetime of this project ○ Ongoing operation and maintenance costs beyond the lifetime of this project (if relevant) ○ Security & Quality Management Plan 	
R6 – Stage-Gate – To review the findings and recommendations of Phase 1.			
R6-01	Phase 1 Review	<p>The supplier shall:</p> <ul style="list-style-type: none"> ● Produce a Phase 1 Presentation that summarises the findings of Phase 1 and presents the recommendations for Phase 2, including the proposed short-list of knowledge capture activities and the proposed knowledge management approach. ● Arrange and facilitate a meeting with BEIS to present the findings of Phase 1. 	<p>Phase 1 Presentation</p> <p>Mid-September 2023</p>



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R6-02	Phase 2 Project Plan	The supplier shall: <ul style="list-style-type: none">• Produce a detailed project plan for Phase 2 of the Knowledge Capture Project. This shall include:<ul style="list-style-type: none">○ Detailed breakdown of costs for each activity○ Gantt chart (or similar)○ Payment milestones and deliverables○ Updated risk register○ Updated Stakeholder Engagement and Communication Plan○ Project delivery team	Phase 2 Project Plan Early September 2023



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Schedule 2 – Contractor’s Proposal

Pricing Schedule



Declaration 1: Statement of non-collusion

To: The Department for Business, Energy & Industrial Strategy

1. We recognise that the essence of competitive tendering is that the Department will receive a bona fide competitive tender from all persons tendering. We therefore certify that this is a bona fide tender and that we have not fixed or adjusted the amount of the tender or our rates and prices included therein by or in accordance with any agreement or arrangement with any other person.

2. We also certify that we have not done and undertake not to do at any time before the hour and date specified for the return of this tender any of the following acts:

- (a) communicate to any person other than the Department the amount or approximate amount of our proposed tender, except where the disclosure, in confidence, of the approximate amount is necessary to obtain any insurance premium quotation required for the preparation of the tender;
- (b) enter into any agreement or arrangement with any other person that he shall refrain for submitting a tender or as to the amount included in the tender;
- (c) offer or pay or give or agree to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person doing or having done or causing or having caused to be done, in relation to any other actual or proposed tender for the contract any act, omission or thing of the kind described above.

3. In this certificate, the word “person” shall include any person, body or association, corporate or unincorporated; and “any agreement or arrangement” includes any such information, formal or informal, whether legally binding or not.

.....

Signature (duly authorised on behalf of the bidder)

.....

Print name

Ove Arup & Partners Limited

.....

On behalf of (organisation name)


Declaration 2: Form of Tender

To: The Department for Business, Energy & Industrial Strategy

1. Having considered the invitation to tender and all accompanying documents (including without limitation, the terms and conditions of contract and the Specification) we confirm that we are fully satisfied as to our experience and ability to deliver the goods/services in all respects in accordance with the requirements of this invitation to tender.
2. We hereby tender and undertake to provide and complete all the services required to be performed in accordance with the terms and conditions of contract and the Specification for the amount set out in the Pricing Schedule.
3. We agree that any insertion by us of any conditions qualifying this tender or any unauthorised alteration to any of the terms and conditions of contract made by us may result in the rejection of this tender.
4. We agree that this tender shall remain open to be accepted by the Department for 8 weeks from the date below.
5. We understand that if we are a subsidiary (within the meaning of section 1159 of (and schedule 6 to) the Companies Act 2006) if requested by the Department we may be required to secure a Deed of Guarantee in favour of the Department from our holding company or ultimate holding company, as determined by the Department in their discretion.
6. We understand that the Department is not bound to accept the lowest or any tender it may receive.
7. We certify that this is a bona fide tender.

... 

Signature (duly authorised on behalf of the Bidder)



Print name

.....Ove Arup & Partners Limited.....

On behalf of (organisation name)

.....28/02/2023.....

Date

From Ove Arup & Partners Limited

We note the recent announcement relating to creation of new departments, in the interest of compliance this tender is issued to the Department for Business, Energy & Industrial Strategy as per the ITT.

Declaration 3: Conflict of Interest

I have nothing to declare with respect to any current or potential interest or conflict in relation to this research (or any potential providers who may be subcontracted to deliver this work, their advisers or other related parties). By conflict of interest, I mean, anything which could be reasonably perceived to affect the impartiality of this research, or to indicate a professional or personal interest in the outcomes from this research.

Signed

Name

Position

OR

I wish to declare the following with respect to personal or professional interests related to relevant organisations*;

- [Redacted]
- [Redacted]

Where a potential conflict of interest has been declared for an individual or organisation within a consortia, please clearly outline the role which this individual or organisation will play in the proposed project and how any conflict of interest has or will be mitigated.

- [Redacted]

Signed [Redacted]
Name ... [Redacted]
Position [Redacted]

Please complete this form and return this with your ITT documentation - Nil returns **are** required.

- * These may include (but are not restricted to);
- A professional or personal interest in the outcome of this research
 - For evaluation projects, a close working, governance, or commercial involvement in the project under evaluation

- Current or past employment with relevant organisations
- Payment (cash or other) received or likely to be received from relevant organisations for goods or services provided (Including consulting or advisory fees)
- Gifts or entertainment received from relevant organisations
- Shareholdings (excluding those within unit trusts, pension funds etc) in relevant organisations
- Close personal relationship or friendships with individuals employed by or otherwise closely associated with relevant organisations

All of the above apply both to the individual signing this form and their close family / friends / partners etc.

If your situation changes during the project in terms of interests or conflicts, you must notify the Department straight away.

A DECLARATION OF INTEREST WILL NOT NECESSARILY MEAN THE INDIVIDUAL OR ORGANISATION CANNOT WORK ON THE PROJECT; BUT IT IS VITAL THAT ANY INTEREST OR CONFLICT IS DECLARED SO IT CAN BE CONSIDERED OPENLY.

Declaration 3: Conflict of Interest

I have nothing to declare with respect to any current or potential interest or conflict in relation to this research (or any potential providers who may be subcontracted to deliver this work, their advisers or other related parties). By conflict of interest, I mean, anything which could be reasonably perceived to affect the impartiality of this research, or to indicate a professional or personal interest in the outcomes from this research.

Signed

Name

Position

OR

I wish to declare the following with respect to personal or professional interests related to relevant organisations*;

Where a potential conflict of interest has been declared for an individual or organisation within a consortia, please clearly outline the role which this individual or organisation will play in the proposed project and how any conflict of interest has or will be mitigated.

Signed

Name ...

Position

Please complete this form and return this with your ITT documentation - Nil returns **are** required.

* These may include (but are not restricted to);

- A professional or personal interest in the outcome of this research
- For evaluation projects, a close working, governance, or commercial involvement in the project under evaluation
- Current or past employment with relevant organisations

- Payment (cash or other) received or likely to be received from relevant organisations for goods or services provided (Including consulting or advisory fees)
- Gifts or entertainment received from relevant organisations
- Shareholdings (excluding those within unit trusts, pension funds etc) in relevant organisations
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All of the above apply both to the individual signing this form and their close family / friends / partners etc.

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Declaration 4: Standard Selection Questionnaire

Financial Credit Checks:

BEIS use Dun & Bradstreet to assist them with their financial due diligence and will request Dun and Bradstreet to provide comprehensive reports on the preferred bidder/s where the opportunity being tendered for exceeds £1M (excluding VAT).

BEIS will review the Dun and Bradstreet report prior to notifying bidders of the result of the competition and may need to check [with bidders] that the information within the report is correct. BEIS may also request the latest accounts and financial information from the preferred bidder/s.

Suppliers assessed with a high financial risk status may not be awarded a contract at this stage we will revert to the bidder to discuss further.

Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion⁶. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-Suppliers, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-Suppliers that you rely on to meet the selection criteria must also complete a self-declaration (although sub-Suppliers that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

Alternatively you can submit the completed Exclusion Grounds of the [EU ESPD \(Part III\)](#) as a downloaded XML file to the buyer contact point along with the selection information requested in the procurement documentation.

Supplier Selection Questions: Part 3

The procurement document will provide instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-Suppliers, you should complete all of the selection questions on behalf of the consortium and/or any sub-Suppliers.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

Consequences of misrepresentation

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce a Department to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years. Page Break

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PROCUREMENT PROCEDURE - OPEN

Notes for completion

1. The “Department” means the contracting Department, or anyone acting on behalf of the contracting Department, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The Department recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-Suppliers, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the Department immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The Department will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. **Note for Contracting Authorities: The following paragraph is optional for inclusion if a decision has been made to request a self-declaration of the exclusion grounds from sub-Suppliers. All sub-Suppliers are required to complete Part 1 and Part 2⁷.**
7. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-Suppliers, you should complete all of the questions on behalf of the consortium and/ or any sub-Suppliers, providing one composite response and declaration.

The Department confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent Department or body where the Department is under a legal or regulatory obligation to make such a disclosure.

Part 1: Potential Supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 1 Potential supplier information		
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	Ove Arup & Partners Limited
1.1(b) – (i)	Registered office address (if applicable)	8 Fitzroy Street, London, W1T 4BJ
1.1(b) – (ii)	Registered website address (if applicable)	http://www.arup.com
1.1(c)	Trading status a. public limited company b. limited company c. limited liability partnership d. other partnership e. sole trader f. third sector g. other (please specify your trading status)	b) limited company
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	
1.1(k)	Trading name(s) that will be used if successful in this procurement	
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a. Voluntary Community Social Enterprise (VCSE) b. Sheltered Workshop c. Public service mutual	
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME)*?	

1.1(n)	<p>Details of Persons of Significant Control (PSC), where appropriate: ⁹</p> <ul style="list-style-type: none"> - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; <ul style="list-style-type: none"> - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. ¹⁰ <p>(Please enter N/A if not applicable)</p>
1.1(o)	<p>Details of immediate parent company:</p> <ul style="list-style-type: none"> - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) <p>(Please enter N/A if not applicable)</p>
1.1(p)	<p>Details of ultimate parent company:</p> <ul style="list-style-type: none"> - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) <p>(Please enter N/A if not applicable)</p>

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

Please provide the following information about your approach to this procurement:

Section 1 Bidding model																					
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1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?																				
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Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the Department may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question number	Question	Response
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	
1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	

Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 2 Grounds for mandatory exclusion		
Question number	Question	Response
2.1(a)	<p>Regulations 57(1) and (2)</p> <p>The detailed grounds for mandatory exclusion of an organisation are set out on this web page, which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.</p>	
	Participation in a criminal organisation.	
	Corruption.	
	Fraud.	
	Terrorist offences or offences linked to terrorist activities	
	Money laundering or terrorist financing	
	Child labour and other forms of trafficking in human beings	
2.1(b)	<p>If you have answered yes to question 2.1(a), please provide further details.</p> <p>Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,</p> <p>Identity of who has been convicted</p> <p>If the relevant documentation is available electronically please provide the web address, issuing Department, precise reference of the documents.</p>	
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning)	
2.3(a)	<p>Regulation 57(3)</p> <p>Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United</p>	

	Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.

Please Note: The Department reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

Section 3		
Grounds for discretionary exclusion		
	Question	Response
3.1	Regulation 57 (8) The detailed grounds for discretionary exclusion of an organisation are set out on this web page , which should be referred to before completing these questions. Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.	
3.1(a)	Breach of environmental obligations?	
3.1 (b)	Breach of social obligations?	
3.1 (c)	Breach of labour law obligations?	
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	
3.1(e)	Guilty of grave professional misconduct?	
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	
3.1(h)	Been involved in the preparation of the procurement procedure?	
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	
3.1(j)	Please answer the following statements	
3.1(j) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of	

	grounds for exclusion or the fulfilment of the selection criteria.
3.1(j) - (ii)	The organisation has withheld such information.
3.1(j) –(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.
3.1(j)-(iv)	The organisation has influenced the decision-making process of the contracting Department to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)
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Part 3: Selection Questions¹¹

Section 4 Economic and Financial Standing		
	Question	Response
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide one of the following: answer with Y/N in the relevant box.	
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	
	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	
4.2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	

Section 5 If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:

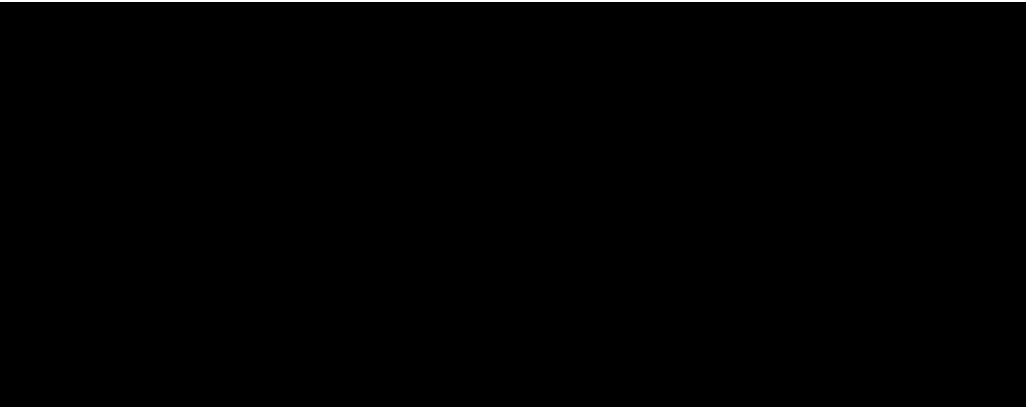
Name of organisation	
Relationship to the Supplier completing these questions	

5.1	Are you able to provide parent company accounts if requested to at a later stage?	
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	

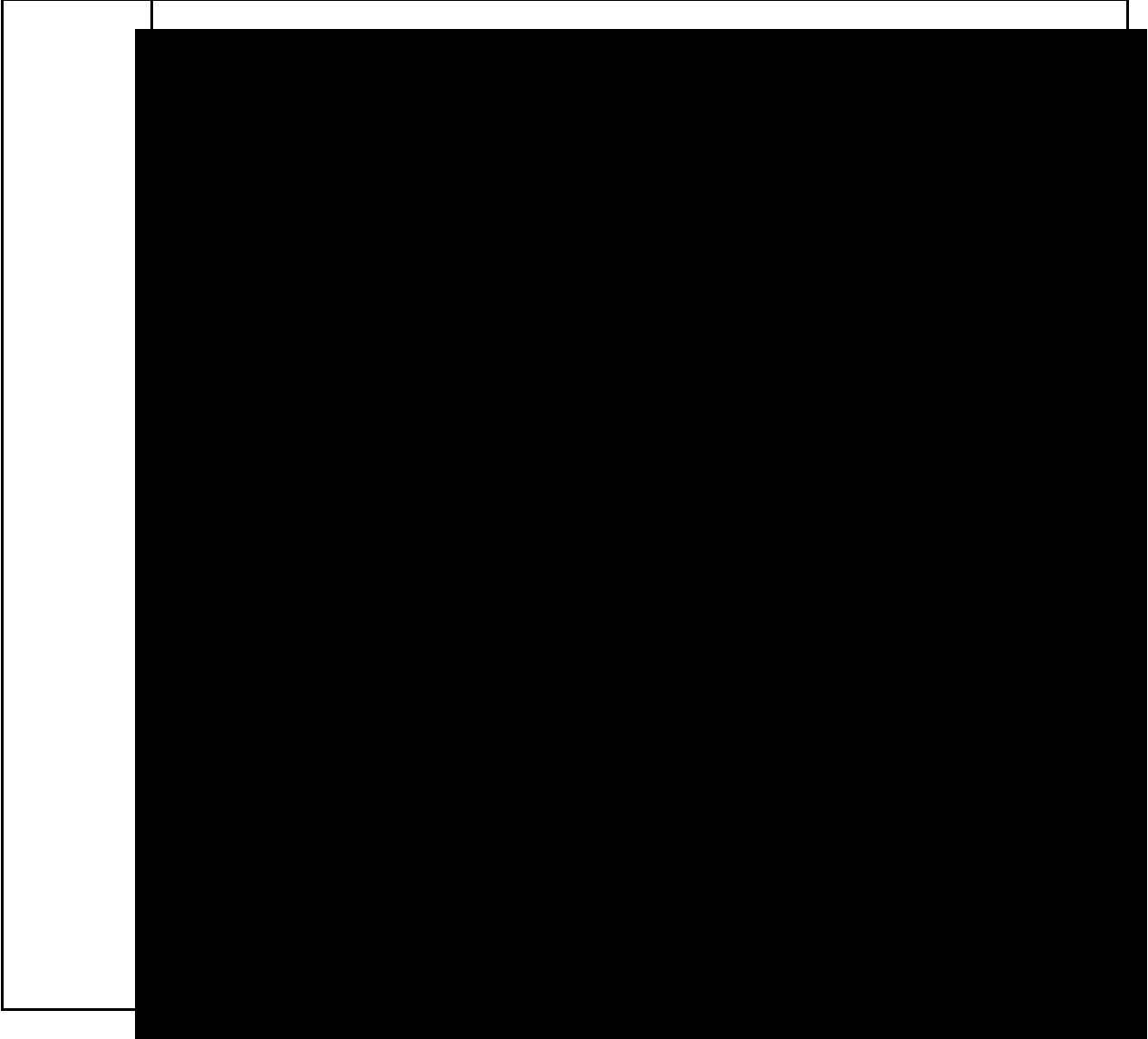
5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	
Section 6	Technical and Professional Ability	
6.1	Relevant experience and contract examples Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years. The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below. Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member). Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-Supplier(s) who will deliver the contract. If you cannot provide examples see question 6.3	

	Contract 1	Contract 2	Contract 3
Name of customer organisation			
Point of contact in the organisation			
Position in the organisation			
E-mail address			
Description of contract			

Contract Start date
Contract completion date
Estimated contract value



6.2	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-Supplier(s)</p> <p>Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)</p>
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6.3 If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.

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Section 7 Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015¹²

7.1	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	
7.2	If you have answered yes to question 1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	

Section 8 The General Data Protection Regulation (GDPR)¹³

8.1	Compliance with the GDPR is a mandatory requirement for all contracts or agreements that involve the transfer and processing of personal data from 25 th May 2018. Will your organisation be compliant with the GDPR and all Data Protection Legislation (as defined in the terms and conditions applying to this Invitation to Tender) in regards to the processing required under this contract by the time of contract award?	
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	<p>Suppliers are also required to complete Declaration 5: The General Data Protection Regulation Assurance Questionnaire for Suppliers, to evidence the extent of readiness. The Department may ask the Supplier to provide evidence to support the position stated in the questionnaire. The Department may require the successful Supplier to increase their preparedness where the Department is not satisfied that the Supplier will be in a position to meet its obligations under the terms and conditions. If the Supplier fails to satisfy the Department that it will be in a position to meet its obligations under the terms and conditions in the event that the Supplier is successful, the Department reserves the right to exclude the bidder from this procurement.</p>	
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9. Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

Section 9	Additional Questions
9.1	Insurance
a.	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:</p> <p>Employer's (Compulsory) Liability Insurance = £10million Public Liability Insurance = £10million Professional Indemnity Insurance = £5million</p> <div style="background-color: black; height: 70px; width: 100%;"></div> <p>*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>

9.2	Skills and Apprentices ¹⁴ – (please refer to supplier selection guidance)	
a.	<p>Public procurement of contracts with a full life value of £10 million and above and duration of 12 months and above should be used to support skills development and delivery of the apprenticeship commitment. This policy is set out in detail in Procurement Policy Note 14/15.</p> <p>Please confirm if you will be supporting apprenticeships and skills development through this contract.</p>	
b.	<p>If yes, can you provide at a later stage documentary evidence to support your commitment to developing and investing in skills, development and apprenticeships to build a more skilled and productive workforce and reducing the risks of supply constraints and increasing labour cost inflation?</p>	
c.	<p>Do you have a process in place to ensure that your supply chain supports skills, development and apprenticeships in line with PPN 14/15 (see guidance) and can provide evidence if requested?</p>	

9.3	Steel¹⁵ – (please refer to supplier selection guidance)
a.	Please describe the supply chain management systems, policies, standards and procedures you currently have in place to ensure robust supply chain management
<div></div>	
b.	Please provide details of previous similar projects where you have demonstrated a high level of competency and effectiveness in managing of all supply chain members involved in steel supply or production so that there was a sustainable and safe supply of steel.
<div></div>	
c.	<p>Please provide all the relevant details of previous breaches of health and safety legislation in the last 5 years, applicable to the country in which you operate, on comparable projects, for both:</p> <p>(i) Your company – n/a</p> <p>(ii) All your supply chain members involved in the production or supply of steel. – n/a</p>

9.4	Suppliers' Past Performance¹⁶ - (please refer to supplier selection guidance - this question should only be included by central government contracting authorities)	
a.	Can you supply a list of your relevant principal contracts for goods and/or services provided in the last three years?	<div></div>
b.	On request can you provide a certificate from those customers on the list?	
c.	If you cannot obtain a certificate from a customer can you explain the reasons why?	
d.	If the certificate states that goods and/or services supplied were not satisfactory are you able to supply information which shows why this will not recur in this contract if you are awarded it?	
e.	Can you supply the information in questions a. to d. above for any sub-Suppliers [or consortium members] who you are relyin upon to perform this contract?	

Declaration 4: Standard Selection Questionnaire

Financial Credit Checks:

BEIS use Dun & Bradstreet to assist them with their financial due diligence and will request Dun and Bradstreet to provide comprehensive reports on the preferred bidder/s where the opportunity being tendered for exceeds £1M (excluding VAT).

BEIS will review the Dun and Bradstreet report prior to notifying bidders of the result of the competition and may need to check [with bidders] that the information within the report is correct. BEIS may also request the latest accounts and financial information from the preferred bidder/s.

Suppliers assessed with a high financial risk status may not be awarded a contract at this stage we will revert to the bidder to discuss further.

Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion⁶. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-Suppliers, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-Suppliers that you rely on to meet the selection criteria must also complete a self-declaration (although sub-Suppliers that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

Alternatively you can submit the completed Exclusion Grounds of the [EU ESPD \(Part III\)](#) as a downloaded XML file to the buyer contact point along with the selection information requested in the procurement documentation.

Supplier Selection Questions: Part 3

The procurement document will provide instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-Suppliers, you should complete all of the selection questions on behalf of the consortium and/or any sub-Suppliers.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

Consequences of misrepresentation

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce a Department to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years. Page Break

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PROCUREMENT PROCEDURE - OPEN

Notes for completion

1. The “Department” means the contracting Department, or anyone acting on behalf of the contracting Department, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The Department recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-Suppliers, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the Department immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The Department will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. **Note for Contracting Authorities: The following paragraph is optional for inclusion if a decision has been made to request a self-declaration of the exclusion grounds from sub-Suppliers. All sub-Suppliers are required to complete Part 1 and Part 2⁷.**
7. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-Suppliers, you should complete all of the questions on behalf of the consortium and/ or any sub-Suppliers, providing one composite response and declaration.

The Department confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent Department or body where the Department is under a legal or regulatory obligation to make such a disclosure.

Part 1: Potential Supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 1	Potential supplier information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status a. public limited company b. limited company c. limited liability partnership d. other partnership e. sole trader f. third sector g. other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	
1.1(k)	Trading name(s) that will be used if successful in this procurement	
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a. Voluntary Community Social Enterprise (VCSE)	

	b. Sheltered Workshop c. Public service mutual
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) ⁸ ?
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: ⁹ - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. ¹⁰ (Please enter N/A if not applicable)
1.1(o)	Details of immediate parent company: - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)
1.1(p)	Details of ultimate parent company: - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

Please provide the following information about your approach to this procurement:

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SME (Yes/No)																																																													
The role each sub-Supplier will take in providing the works and/or supplies e.g. key deliverables																																																													
The approximate % of contractual obligations																																																													

	assigned to each sub-Supplier						

Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the Department may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question number	Question	Response
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	
1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature (electronic if acceptable)	
1.3(h)	Date	

Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 2		Grounds for mandatory exclusion	
Question number	Question	Response	
2.1(a)	Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of an organisation are set out on this web page , which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage .		
	Participation in a criminal organisation.		
	Corruption.		
	Fraud.		
	Terrorist offences or offences linked to terrorist activities		
	Money laundering or terrorist financing		
	Child labour and other forms of trafficking in human beings		

2.1(b)	<p>If you have answered yes to question 2.1(a), please provide further details.</p> <p>Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,</p> <p>Identity of who has been convicted</p> <p>If the relevant documentation is available electronically please provide the web address, issuing Department, precise reference of the documents.</p>
2.2	<p>If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning)</p>
2.3(a)	<p>Regulation 57(3)</p> <p>Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?</p>
2.3(b)	<p>If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.</p>

Please Note: The Department reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

Section 3		Grounds for discretionary exclusion
	Question	Response
3.1	Regulation 57 (8) The detailed grounds for discretionary exclusion of an organisation are set out on this web page , which should be referred to before completing these questions. Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.	
3.1(a)	Breach of environmental obligations?	
3.1 (b)	Breach of social obligations?	
3.1 (c)	Breach of labour law obligations?	
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in a arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	
3.1(e)	Guilty of grave professional misconduct?	
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	

3.1(h)	Been involved in the preparation of the procurement procedure?
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of the prior contract, damages or other comparable sanctions?
3.1(j)	Please answer the following statements
3.1(j) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.
3.1(j) - (ii)	The organisation has withheld such information.
3.1(j) –(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.
3.1(j)-(iv)	The organisation has influenced the decision making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)
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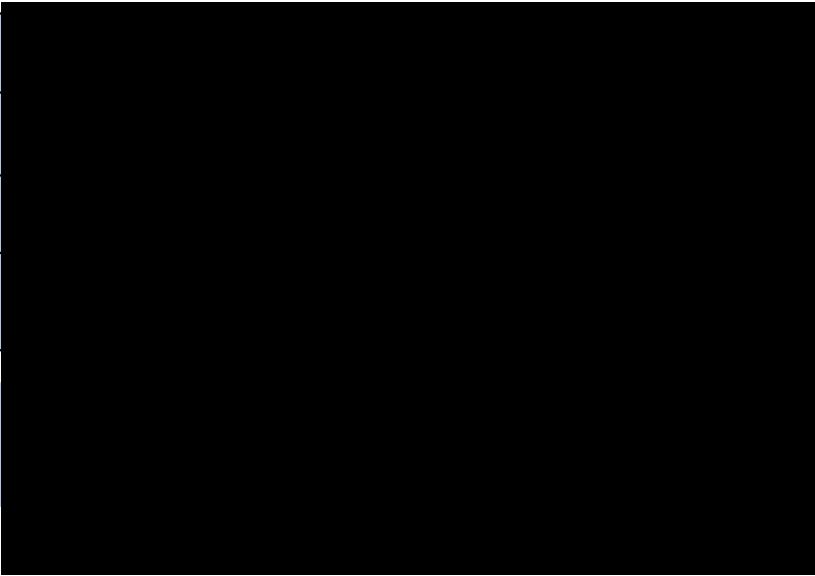
Department for
Business, Energy
& Industrial Strategy

**Declaration 5: The General Data Protection Regulation
Assurance Questionnaire for Contractors**

Name of Organisation:
Name:
Position:
Email:

Declaration:

I certify that this questionnaire has been completed and signed by the person named above.





ASSURANCE QUESTIONNAIRE FOR CONTRACTORS

Instructions: For every statement on the left, please select which status applies to your organisation by using the drop-down options in the 'status' column

Documentation: Information you hold	Status
Your business has conducted an information audit to map data flows.	This will be implemented by time of contract award.
Your business has documented what personal data you hold, where it came from, who you share it with, and what you do with it.	This will be implemented by time of contract award.
NOTE: You may be required to make these records available to the Information Commissioner's Office (ICO) on request.	

Accountability & Governance	Status
Your business has an appropriate data protection policy	This will be implemented by time of contract award.

Data Protection Officer (DPO)	Status
Your business has nominated a data protection lead or Data Protection Officer (DPO).	This will be implemented by time of contract award.

Information Risks & Data Protection Impact Assessments	Status
Your business manages information risks in a structured way so that management understands the business impact of personal data related risks and manages them effectively.	This will be implemented by time of contract award.

Data Protection by Design	Status
Your business has implemented appropriate technical and organisational measures to show you have considered and integrated data protection into your processing activities.	This will be implemented by time of contract award.

Training & Awareness	Status
Your business provides data protection awareness training for all staff.	This will be implemented by time of contract award.

Operational Base	Status
If your business operates outside the EU, you have appointed a representative within the EU in writing.	This will be implemented by time of contract award.

Breach Notification	Status
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Your business has effective processes to identify, report, manage and resolve any personal data breaches. BEIS must be notified within 48 hours about any breaches involving personal data being processed on our behalf.	This will be implemented by time of contract award.
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Individual Rights: Right of Access	Status
Your business has a process to respond to a data controllers request for information (following an individuals' request to access their personal data).	This will be implemented by time of contract award.

Right to Rectification & Data Quality	Status
Your business has processes to ensure that the personal data you hold remains accurate and up to date.	This will be implemented by time of contract award.

Right to Erasure including Retention & Disposal	Status
Your business has a process to routinely and securely dispose of personal data that is no longer required in line with agreed timescales as stated within the terms and conditions.	This will be implemented by time of contract award.

Right to Restrict Processing	Status
Your business has procedures to respond to a data controllers' request to suppress the processing of specific personal data.	This will be implemented by time of contract award.

Right of Data Portability	Status
Your business will be able to respond to a request from the data controller for the supply of the personal data you process in an electronic format.	This will be implemented by time of contract award.

Data Security: Security Policy	Status
Your business has an information security policy supported by appropriate security measures.	This will be implemented by time of contract award.

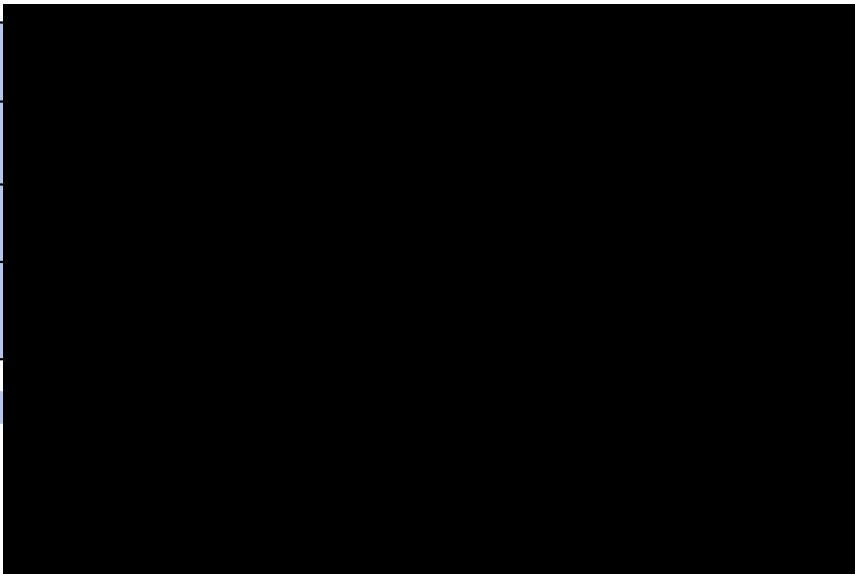


Department for
Business, Energy
& Industrial Strategy

**Declaration 5: The General Data Protection Regulation
Assurance Questionnaire for Contractors**

Name of Organisation:
Name:
Position:
Email:

Declaration:
I certify that this questionnaire has b





ASSURANCE QUESTIONNAIRE FOR CONTRACTORS

Instructions: For every statement on the left, please select which status applies to your organisation by using the drop-down options in the 'status' column

Documentation: Information you hold	Status
Your business has conducted an information audit to map data flows.	This will be implemented by time of contract award.
Your business has documented what personal data you hold, where it came from, who you share it with, and what you do with it.	This will be implemented by time of contract award.
NOTE: You may be required to make these records available to the Information Commissioner's Office (ICO) on request.	

Accountability & Governance	Status
Your business has an appropriate data protection policy	This will be implemented by time of contract award.

Data Protection Officer (DPO)	Status
Your business has nominated a data protection lead or Data Protection Officer (DPO).	This will be implemented by time of contract award.

Information Risks & Data Protection Impact Assessments	Status
Your business manages information risks in a structured way so that management understands the business impact of personal data related risks and manages them effectively.	This will be implemented by time of contract award.

Data Protection by Design	Status
Your business has implemented appropriate technical and organisational measures to show you have considered and integrated data protection into your processing activities.	This will be implemented by time of contract award.

Training & Awareness	Status
Your business provides data protection awareness training for all staff.	Mandatory training is provided to all staff

Operational Base	Status
If your business operates outside the EU, you have appointed a representative within the EU in writing.	This is not applicable to the organisation.

Breach Notification	Status
---------------------	--------

Your business has effective processes to identify, report, manage and resolve any personal data breaches. BEIS must be notified within 48 hours about any breaches involving personal data being processed on our behalf.	This will be implemented by time of contract award.
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Individual Rights: Right of Access	Status
Your business has a process to respond to a data controllers request for information (following an individuals' request to access their personal data).	This will be implemented by time of contract award.

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Your business has an information security policy supported by appropriate security measures.	This will be implemented by time of contract award.

Criterion 1 – Approach and Methodology

Our Understanding of the Requirements

Advanced Nuclear Technologies (ANTs) that comprise both small or advanced modular reactors (SMR or AMR) could play a key role in aiding the UK transition to a low carbon energy system. Government has recognised this through strategy and policy announcements that began in 2016. Since then, two AMR competitions, as well as an AMR Research, Development and Demonstration (RD&D) programme have been announced. Phase A of the AMR RD&D programme is ongoing and due for completion in March 2023. In this phase funding was provided to four organisations for pre-Front End Engineering Design activities (pre-FEED). The application for match-funding for Phase B, a 2-year programme to undertake FEED is happening in parallel to this Knowledge Capture activity.

The UK was one of the nuclear pioneers with publicly funded programmes conducting world leading and cutting-edge research. This research has generated a significant volume of data and information and has honed scientific and technical expertise from “world first” reactors such as Dragon (Winfrith, Dorset), the first grid connected reactors at Calder Hall (Sellafield, Cumbria) and the Prototype Fast Reactor (Dounreay, Caithness). Restructuring of the UK energy sector, however, has resulted in this legacy knowledge being dispersed across multiple organisations (public and private), with differing information management protocols and access controls, often making retrieval for interested parties challenging, and increasing the risks of critical knowledge loss. With further structural changes anticipated over the next decade in the UK nuclear industry, and facilities coming offline or entering decommissioning, the urgency to secure critical knowledge assets is becoming more prominent. Capturing and managing this knowledge is fundamental to UK Nuclear sector resilience and capability.

Knowledge capture supporting ANT development in the UK.

Ensuring this invaluable current and historic knowledge is captured, and that an appropriate framework exists to manage it, can play a pivotal role in supporting key business drivers in ANT RD&D in the UK and in continuing the UK’s leading role in this area through:

- Directly de-risking, accelerating and reducing the cost of the AMR Demonstration.
- Leveraging historic UK research and experience since the 1940s for the entire range of ANT concepts to benefit current UK R&D and support UK plc.
- Improving cost and operational efficiency and delivering greater value for money for government funded RD&D programmes.
- Capture operational and technical knowledge and experience from the last generation of UK workers to have operated a range of globally unique research facilities.
- Leveraging UK knowledge to enable and enhance access to global R&D programmes and boost collaboration with international bodies and associations, as well as support existing bilateral and multilateral collaborations.
- Supporting the development of the next generation through upskilling and training by enabling the timely identification and incorporation of critical knowledge areas in educational and professional development programmes.

We recognise the risks and challenges that relate to the sensitive nature of the nuclear sector and the structural complexities as well as the difficulties of obtaining and managing knowledge across different interfaces. However, we also see the opportunities and possibilities that can be realised, in particular as technological advances enable the identification and application of critical knowledge in ways that were not previously available.

Arup and NNL have a strong proposition underpinned by our combined expertise in ANTs and knowledge management and an in-depth understanding of the nuclear sector. We are confident that we can fully deliver the scoping framework and methodological approach required for Discovery Phase 1 that will lead to a successful Delivery Phase 2. We bring:

1. **International collaboration supporting ANT development in the UK.** Our team combines expertise in Information and Knowledge Management and Capture, ANT and

Criterion 1 – Approach and Methodology

Intellectual Property and includes many individuals who have first-hand experience of how international collaboration can support the UK industry and government programmes. Our team is linked to several international programmes including the Generation IV International Forum, IAEA (collaboration centres), UK-US Action Plan, and the Halden Fuels & Material and the Jules Horowitz Reactor boards. Our knowledge of the ANT sector gives us the understanding of the benefits that can be derived but also the risks and barriers to delivering successful outcomes.

2. **Maintaining nuclear skills and capabilities in the UK.** Arup and NNL work across the nuclear sector and are, for example the Knowledge Management advisors for the NDA and its subsidiaries, combining our nuclear expertise with significant experience in developing KM strategies and implementation plans. [REDACTED]

[REDACTED] NNL were also involved in the previous Fast Reactor Knowledge Capture project and have experience from managing information in their own Corporate Memory.

3. **Technical understanding of ANT.** Arup and NNL bring strong technical understanding of ANT technologies, demonstrated by our co-joint leadership with BEIS in the Energy Innovation Programme (NNL) investigating the role of advance nuclear fuel cycles in support of our Net Zero future as well as conducting deliverability assessments (Arup) of ANT concepts as part of the Future Nuclear Enabling Fund.
4. **Enabling technology.** NNL has first-hand experience in realising the value of the information it holds through knowledge management infrastructure including its corporate memory databases, tacit knowledge capture programmes delivered by a Knowledge Management team and advanced indexing and search capabilities. NNL have, over the last decade, made sustained investment in the identification, acquisition and implementation of AI based search engines that can be applied to internally held and externally accessible (web based) datasets. We understand the difficulties in ensuring information is accessible to the right users whilst respecting security and commercial restrictions that may apply – a likely key concern of stakeholders.

Programme Initiation and Ongoing Management (R1)

Our proposed approach is based on the experience and learning from delivering similar projects across a number of industries, as well as the brief provided by BEIS. [REDACTED]

[REDACTED]

Our proposed approach has been summarised in the diagram below. Project management is delivered through the programme and is set out in more detail in Criteria 3 (Delivery).

Kick-off Workshop (R1-01)

The project will begin with a kick-off workshop with BEIS to confirm our understanding of the project objectives, discuss all points as per the ITT, review and agree a project vision and undertake an initial review of the stakeholder map and plan structure. We will produce and issue minutes within a week.

Criterion 1 – Approach and Methodology

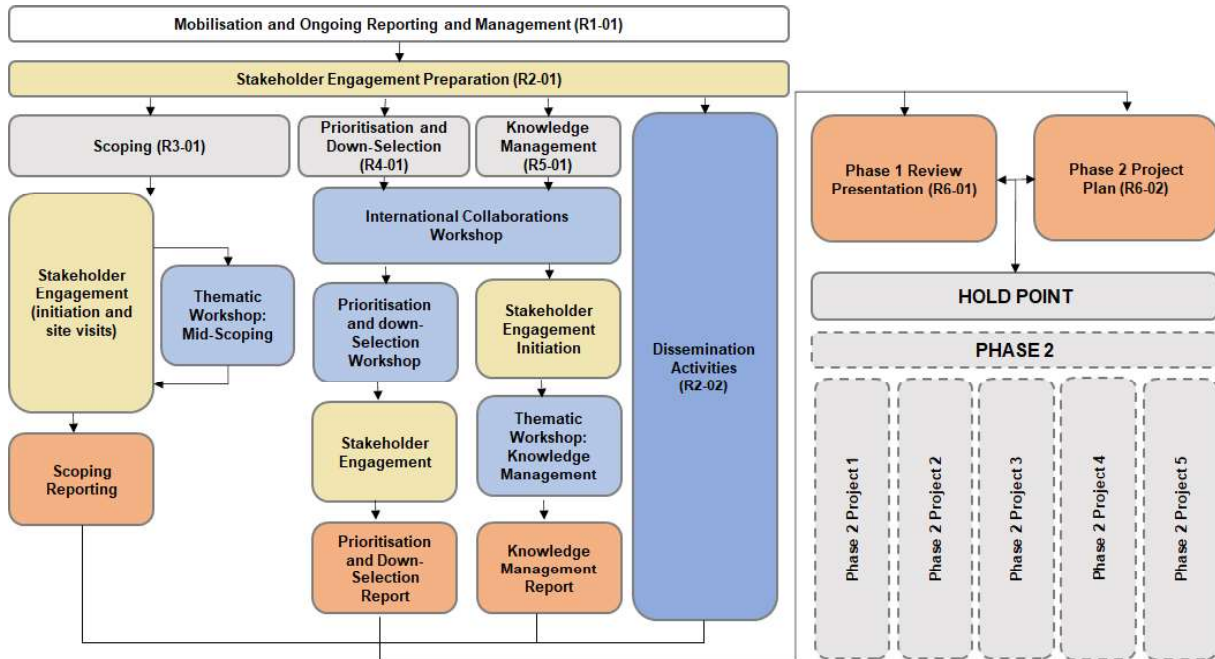


Figure 1: Workflow of Proposed Activities

Stakeholder Engagement and Knowledge Dissemination (R2)

Our approach to stakeholder engagement is informed by our experience of identifying and carrying out stakeholder engagement on large scale projects, with multiple, parallel strands of engagement, and comprising of both one-to-one engagement (e.g. interviews) and large stakeholder workshops.

Stakeholder Engagement and Communication Plan (R2-01)

We will map stakeholders to identify and prioritise relevant stakeholders and will follow with the production of a Stakeholder Engagement and Communication Plan (SECP) to establish an agile, flexible and coordinated knowledge capture process that will be used throughout the project. The **aims of the stakeholder engagement and communication will be to:**

- **Understand who the key stakeholders are.** Knowledge will be dispersed through a wide range of stakeholders and identification of these and engaging with them will be key for project success;
- **Establish an effective route to engage** with stakeholders, to minimise project risks relating to willingness to engage due to security, IP, commercial and/or cost concerns;
- **Map current and historic knowledge**, i.e. what it is, where it is, storage format and potential access constraints (security, IP, commercial);
- **Understand knowledge user needs**, such as information wanted, use and access;
- **Disseminate knowledge gained from our experience and the project.**

A vision statement will support the identification of stakeholders and consolidate bounding assumptions, as well as provide a golden thread to inform and direct our activities. The stakeholder map will identify knowledge owners (of explicit, implicit and tacit knowledge), potential end users and the BEIS Knowledge and Information Management (K&IM) team. We will use our team's collective knowledge to prepare the stakeholder map in advance to the kick-off workshop. The SECP will include, but not be limited to, a description of how stakeholders will be engaged with and kept informed throughout the project; an approach to

Criterion 1 – Approach and Methodology

identification and management of sensitivities (such as security, IP, commercial and/or cost concerns), how insight and knowledge will be captured and shared to inform development of key deliverables and outputs, and a breakdown of methods by which knowledge generated through activities supported through public sector R&D funds will be shared with the wider R&D community. It will also set out how activities in the SECP will be tracked and reported, as a key KPI for the project. This will be issued as a draft for review by BEIS, after which we will include comments received and issue a revised version.

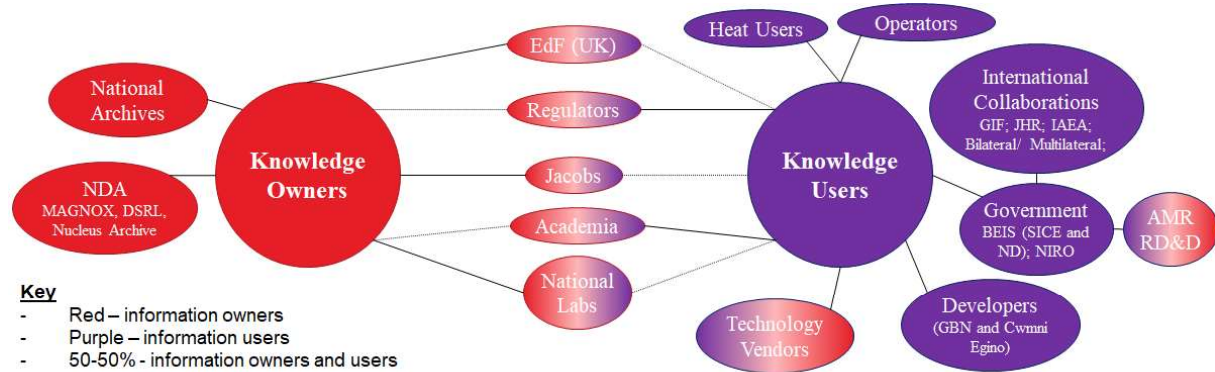


Figure 22: Initial mapping of the AMR Knowledge Capture Project stakeholders

We will adopt an iterative and flexible approach, revisiting the list of stakeholders at regular intervals and confirming the effectiveness of our approach to communications as stakeholder engagement progresses and new requirements and knowledge are captured. We will continue this approach throughout Phase 2.

Deliverables and Milestones

- Stakeholder Engagement and Communication Plan
- 'Live' Engagement / Communications log

Knowledge Dissemination (R2-02)



Collating and visualising knowledge sources – a 'live' database and dashboard

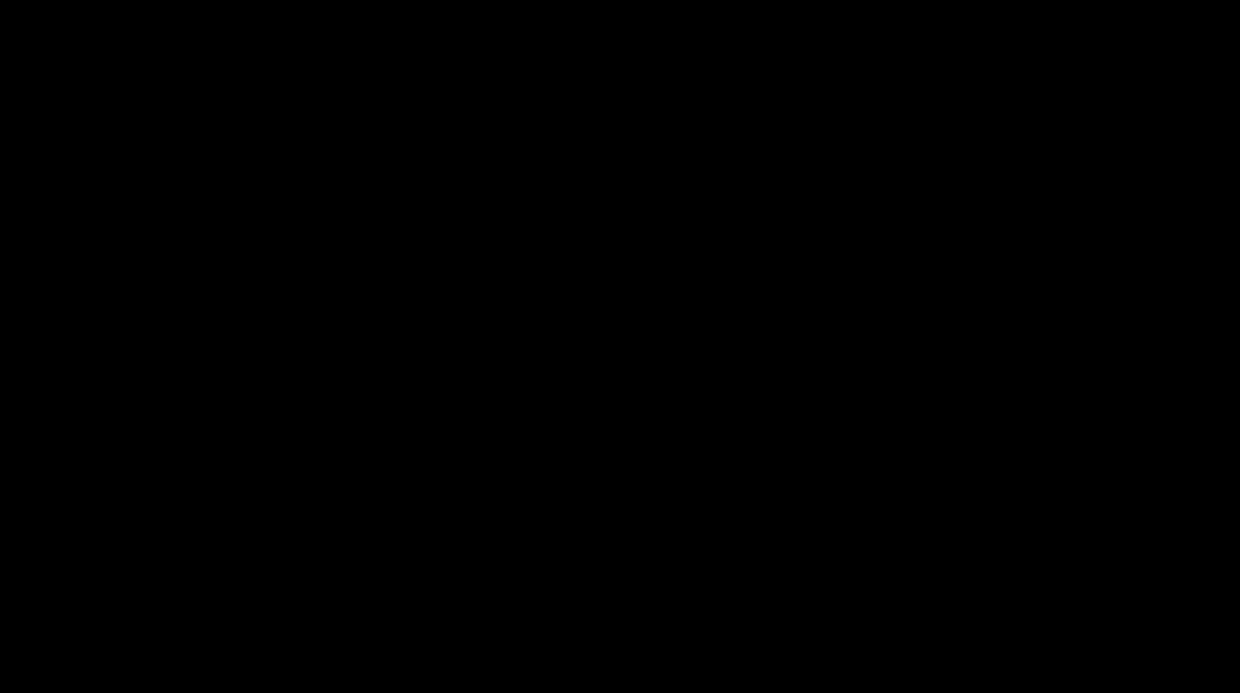
It is important to collate knowledge obtained from all stakeholder interactions and having an opportunity to query and visualise such knowledge in one single tool. We will develop an index database to capture knowledge sources, applying AMR taxonomy and unlocking unstructured information (e.g. non-indexed digital records). The index database will be coupled with an interactive, searchable, dashboard which can be used to share and exploit knowledge collated and eventually uncover trends in knowledge to leverage lessons of the past and avoid rework and reinvention. We believe these tools (database and dashboard) should be easy to configure and taken forward by BEIS into Phase 2 and beyond so we propose that the database is built in Microsoft Excel and the dashboard is built in Microsoft PowerBI. We will develop the database structure at Scoping stage, in advance of beginning stakeholder engagement.

Mock-up of knowledge base capture

Building on the 'live' database and dashboard, we propose to develop a knowledge base capture on some example topics (e.g., graphite), i.e., we will take one specific topic further from knowledge capture and collation to knowledge management. This will show early progress and articulate the potential programme advances that could be achieved if that

Criterion 1 – Approach and Methodology

knowledge is used to support RD&D programmes (subject to commercial agreements). We will present the mock-up as part of the Scoping Report deliverable.



Our outline dissemination plan for Phase 1

The dissemination plan will be aligned to the Stakeholder Engagement and Communications Plan and will comprise of the following:

- Two Dissemination Webinars showcasing: i) NNL Lessons Learned during deployment of modern knowledge capture and management tools, associated security considerations and use of AI-assisted search; and ii) a demonstration of effective search of interview transcripts to uncover explicit, implicit and tacit knowledge.
- An online Phase 1 Findings dissemination event with all stakeholders approached throughout Phase 1. We will prepare the webinar in advance and envisage it as being based on the Phase 1 Review presentation (see our approach to R6-01 below).
- Demonstrations, as required, to the wider BEIS and external stakeholders on the use of the 'live' database and dashboard. In addition to project dissemination, this will build buy-in from stakeholders by demonstrating the capabilities of such a dashboard.

Deliverables and Milestones

- 'Live' Database and Dashboard
- Mock-up of Knowledge Base Capture
- Knowledge Dissemination and Information Sharing Plan (Phase 1)
- Knowledge Dissemination and Information Sharing Plan (Phase 2)

Our Approach to Scoping (R3)



Criterion 1 – Approach and Methodology

Preparation for site visits to support stakeholder engagement

On approval of the SECP by BEIS, we will commence stakeholder engagement. We have assumed contacting up to 25 stakeholder organisations and up to ten contacts within each organisation. Either BEIS or Arup/NNL will send an initial email to selected stakeholders, with a brief introduction to the project and the team, articulating the benefits of participation and suggesting a visit to the stakeholder's site to discuss potential knowledge held by their organisation. We will use the collective knowledge of our team to describe our assumptions on what knowledge we believe the stakeholder may have. This will provide a conversation starter and give the stakeholder an opportunity to confirm, or otherwise, that they hold the information. A key risk at this stage will be the stakeholders' willingness to engage deriving from security, commercial or IP concerns. We will work with the stakeholders to assure them of our independence, and we will escalate these issues to BEIS, together with our proposed approach to resolving those concerns.

We will prepare an **interview template** in advance to ensure consistency throughout all interviews. This will capture information on knowledge owners, details of the information (type, format, etc), security, ability to share and other parameters agreed with BEIS. The interview template will include prompts for capturing information to refine the prioritisation and down-selection criteria (further detailed below). This will ensure we collect all relevant data to inform both the scoping and the down-selection exercises simultaneously, optimising time spent with stakeholders.

We will use a snowballing approach to identify other knowledge owners through conversations and anticipate this to be an agile and iterative process of short communications followed by site visits, followed by additional email communications to newly identified stakeholders and so on. During the site visits, we will explain how data and information will be managed in a secure form with, for example, the use of Cyber Security accreditation. If required, we will set out commercial terms and **Non-Disclosure Agreements** in advance to enable discussion of content. All meetings will be minuted and issued with the completed survey questionnaire to the stakeholder for comment.

Thematic Workshop #1: Mid-Scoping Workshop

We propose to use the thematic workshop in May to present on project and stakeholder engagement progress, and demonstrate the 'live' database and dashboard, part-way through the scoping stage to provide BEIS with early visibility of the project direction. We will organise and prepare the workshop and produce minutes for BEIS approval.

Scoping Report

We will prepare the Scoping Report taking into consideration the outcome of the stakeholder engagement exercise. The report will comprise of sections covering: i) introduction and background; ii) vision and objectives; iii) methodology; iv) outcome of stakeholder engagement; v) long-list of proposed activities and knowledge capture topic areas for the project, including high-level estimated cost, duration and resourcing; vi) risk register with key risks and issues and recommendations for mitigation, vii) learnings to be fed into planning the prioritisation and down-selection stage; and vii) conclusions and recommendations.

Deliverables and Milestones

- Proposed interview template and questionnaire
- Scoping Report, including a high-level Knowledge Management Strategy
- Thematic workshop (May 23): Update through mid-scoping stage

Our Approach to Prioritisation and Down-Selection (R4)

In case the Scoping Report identifies more knowledge capture activities than the programme budget can accommodate, we will support BEIS with prioritisation and down-selection of

Criterion 1 – Approach and Methodology

activities. Down-selection will result in a short-list of the most relevant and important knowledge capture activities that can be delivered within the budget and timescales of this project. As part of the prioritisation activities, the thoughts of our Technical Experts and Steering Board as to the opportunity for international collaboration will be considered and captured in the International Collaborations Workshop described in our approach to knowledge management (R5) below.

Methodology for Prioritisation and Down-Selection

Bringing together our experts from>NNL's Decision Science team and Arup's knowledge management and stakeholder engagement teams, we will develop a methodology for fairly assessing and scoring activities. Preparation of the prioritisation and down-selection criteria will be carried out early in the programme, feeding into the interview questionnaire prepared at scoping stage and ensuring we collect all relevant selection data during stakeholder engagement.

A provisional list of **Prioritisation Criteria** will be built that will include the initial criteria for explicit knowledge set out in the ITT and questions that will assess the urgency of knowledge capture initiation, vulnerability to knowledge loss or risk and cost to acquire. The criteria will be scored against an agreed **Scoring Rating**, ranging from, for example Low Risk (e.g., 'there is no immediate threat to knowledge loss'), through Medium, High and even Severe Risk (e.g. 'there is an immediate threat to knowledge loss/ severe impact'). We will test the robustness of the methodology on a worked example.

We will, concurrently, prepare a **Taxonomy**, setting out Knowledge Technical Areas. This will initially be based on international standards such as those from IAEA. Other points of reference from international and national organisations will be used, as well as UK and BEIS specific work (e.g. BEIS funded 2018 Fast Reactor Knowledge Capture project). At this stage, the purpose of the taxonomy will be two-fold, it will be:

- Discussed during the scoping stage (R3) of stakeholder engagements to solicit further input on knowledge areas of interest to be used in the delivery phase of the project.
- Used at a very high level to identify relevance of the assets we are mapping and to support the prioritisation and down-selection exercise (R4).

Prioritisation and Down-Selection Workshop

Prioritisation and down-selection of the long-list of activities will be carried out in a workshop environment, using the methodology described above (prioritisation criteria, scoring rating and taxonomy) and previously agreed with BEIS.

We anticipate the attendees to comprise of BEIS and NIRO, as well as our project team and our proposed Steering Board, and other stakeholders as agreed with BEIS. The workshop will comprise of two parts; introductions, background to the project, including the vision and objectives, the long-list of activities from Scoping Stage and methodology for down-selection; break-out activities where attendees will score each activity and a final conclusion and workshop close-out.

We will prepare and circulate workshop materials to attendees at least one week in advance so they can familiarise themselves with the proposed methodology. Our team will review the outcome of the workshop and consolidate the long-list into prioritised short-listed activities. For each short-listed activity, we will estimate costs, duration and resourcing required.

Conflicts of interest may arise during this stage and we have described below how we will deal with actual and perceived conflicts of interest.

Prioritisation and Down-Selection Report

We will prepare the Knowledge Capture: Short-List Report. We anticipate the report to contain sections on i) introduction and background; ii) methodology; iii) outcome of stakeholder engagement; iv) Details of how conflicts of interest were dealt with; v) short-list

Criterion 1 – Approach and Methodology

of proposed activities including details on proposed methodology, estimated cost, duration and resources required and vi) conclusions and recommendations.

Deliverables and Milestones

- Proposed initial taxonomy, Prioritisation Criteria and Scoring
- Workshop materials
- Prioritisation Workshop and workshop minutes
- Knowledge Capture: Short-list Report, including updated high-level KM Strategy

Our Approach to Knowledge Management (R5)



Our approach to knowledge management will focus on identifying and capturing **knowledge user requirements**, we will prepare a list of questions that we will use to guide engagement activities with stakeholders (knowledge users, following the engagement plan) and the BEIS K&IM team. We will then engage with knowledge users, initially via email as detailed in stage R3 but also with an invitation to participate in an in-person workshop to capture requirements for the knowledge management system and build buy-in to the project. We will capture any issues or reservations, as well as solutions proposed throughout the engagement with knowledge users. As a clearer picture on the volume and type of information sources emerges, it is anticipated that there will be a requirement not only to access information but to also facilitate hosting, in particular more recent AMR related projects. In turn, this will determine the need for establishing IP as well as storage and access management.

Thematic Workshop #2: Knowledge Management Workshop

We propose to use the thematic workshop in July to bring together knowledge users, BEIS and the Steering Board to identify knowledge users' needs and requirements and determine how we will make it accessible to the wider community. We will organise and prepare the workshop and produce minutes for BEIS approval.

International Collaborations Workshop

We will hold a workshop to identify opportunities to support the UK's international engagement activities, leveraging the outcomes of this project to increase international credibility and capability of the UK nuclear sector, and bringing together our Technical Experts and Steering Board and the BEIS teams. We will produce a Technical Note, summarising the outcome of the workshop with recommendations and proposed actions.

Knowledge Management Report

We will produce a **Knowledge Management Report** which we envisage comprising of: i) outcomes of the two workshops held, ii) overview of the options identified (including collaborations), iii) the approach used for assessing the options and recommendations; iv) description of what proposed options can provide and any limitations; v) cost estimate and timescales for delivery of proposed options; vi) how the AMR Knowledge Capture Project outputs will be available; vii) thoughts on project legacy, implementation and challenges; viii) a Security and Quality Management Plan.

Criterion 1 – Approach and Methodology

Deliverables and Milestones

- Knowledge Management Report

Our Approach to the Stage-Gate (R6)

Phase 1 Review and Close-out (R6-01)

We will prepare a presentation of the outcome of Phase 1, including the background and vision, the methodology adopted, and the stakeholders engaged throughout the project. We will also detail the main findings and lessons learned from each stage of the work, including identification of conflicts of interest and how these were dealt with, as well as security, IP and commercial issues. The presentation will end with a description of planned phase 2 activities, including costings and Gantt chart. We propose to present the Phase 1 Review to BEIS, and any other appropriate stakeholders at an in-person meeting. We will share the slide deck with BEIS in advance and will produce meeting minutes of the discussion as a record. Close out of Phase 1 would be via the subsequent weekly meeting.

Phase 2 Project Plan (R6-02)

We will set out our approach to Phase 2 of the Knowledge Capture Project in the **Project Plan for Phase 2**. The Project Plan will be based on the findings of the Phase 1 Review, including the outcome of the short-listed activities and build on the Knowledge Management Strategy developed throughout Phase 1. The Phase 2 Plan will comprise of a detailed breakdown of scope and costs for each short-listed activity; a Gantt Chart for the proposed work; defined payment milestones and deliverables; revised and updated risk register; updated Stakeholder Engagement and Communication Plan for Phase 2; and if required, a proposed project delivery team. We propose to present the draft Project Plan to BEIS during an in person meeting. This will allow capturing early comments on proposals for Phase 2. If appropriate, this meeting can be joined with the Phase 1 Review meeting. We will capture comments and potential concerns and ensure these are addressed in the draft Project Plan for BEIS review.

Deliverables and Milestones

- Phase 1 Review Presentation and slide deck presented at Review Meeting
- Phase 1 Review Meeting Minutes
- Phase 2 Project Plan and presented at Phase 1 Review Meeting

Our Approach to Phase 2 of the Knowledge Capture Project (R7 and R8)

[REDACTED]

Knowledge Capture (R7)

The knowledge capture during Phase 2 will undertake the activities identified as priority activities during Phase 1 and agreed with BEIS. We will keep BEIS informed on the progress of the deliverables as agreed in the Phase 2 Project Plan and Stakeholder Engagement and Communication Plan. We will maintain the Stakeholder Engagement Communications log updated throughout Phase 2 and carry out knowledge dissemination activities outlined in the Knowledge Dissemination and Learning Sharing Plan for Phase 2.

Final Reporting (R8)

We propose to prepare a **Summary Presentation** with the key findings and outputs from Phase 2. We envisage this as an in-person meeting which we will organise and lead. Our **Final Project Report** for BEIS approval, will comprise of (but not be limited to): i)

Criterion 1 – Approach and Methodology

consolidation of key findings, outputs and conclusions from Phases 1 and 2; ii) a projected impact analysis of the Knowledge Capture Project, including the legacy components; iii) lessons learned; and iv) a recommendation for a forward programme which covers priority activities, their justification, the consequences of inaction, and a high-level cost estimate. We understand BEIS wish to publish project deliverables, in particular, the Final Project Report. We will produce a **Redacted Version of the Final Project Report**, in line with the BEIS publication guidelines and accessibility requirements. During delivery, we will work with BEIS to develop a plan for disseminating key findings (such as publications and events).

Deliverables and Milestones

- Summary Presentation, given in person, and accompanying slide deck (R8-01)
- Knowledge Capture Outputs (R7-01)
- Final Project Report, included redacted version for publication (R8-01)

Our approach to dealing with actual and perceived conflicts of interest

The Energy sector in the UK requires strong partnerships between government and the private sector. There are numerous potential challenges and conflicts of interest in managing information and knowledge, mostly related to IP and access.

Our Approach

We will independently manage conflicts of interest in our parties by regularly reviewing these at project level. In addition, conflicts of interest may arise during stakeholder interactions. We will identify actual and perceived conflicts of interest through:

- Building a trusted and effective working relationship with stakeholders, providing stakeholders with opportunities to disclose any potential conflicts of interest.
- Reviewing and analysing stakeholder interview responses and stakeholder responses via other communication channels (e.g., emails, Microsoft Teams calls or in person discussions during site visits) to identify actual or perceived conflicts of interest.
- Regular internal project reviews and project reviews with BEIS as appropriate.

Any identified actual or perceived conflicts of interest will be immediately raised by the team to our Project Manager who will review the conflict and decide appropriate mitigation measures, seeking support from our Project Director as might be required. All identified actual and perceived conflict of interest will be recorded in the Conflicts of Interest Log and an action plan established to resolve it.

Deliverables and Milestones

- Conflicts of Interest Log

Our approach to applying lessons learned to this project

In every step of our proposed approach, we have presented examples of our work and how they will inform our approach and be applied in this project. Both Arup and NNL consider knowledge gained and lessons learned from their activities as a core function and have dedicated structures and resources to capture and apply them accordingly. However, stakeholders are active participants and contributors in this project. We see the application of lessons learned not just for the benefit of designing this approach but as a continuous process that will expand with learnings from the project itself and will involve all stakeholders.

Our Approach

Our approach incorporates regular reviews where progress will be assessed, and next steps will be discussed. Old and new lessons learned will be shared to demonstrate commonalities, address concerns and support decisions, and will be passed on through the appropriate channels (BEIS, stakeholders) to continue the learning and improvement cycle.

Criterion 2 – Team and Resources

Team and Resources

The Arup and NNL team brings together a range of knowledge capture, management and stakeholder engagement specialists with deep technical and regulatory skills. Our technology independent and agnostic team will deliver the best for UK plc leaving a positive legacy. Our core capability is supplemented with additional expertise across artificial intelligence, computer science, digital platforms, education and intellectual property as required to deliver the project objectives. Arup and NNL have proven track records of delivering knowledge capture and management for clients across highly regulated and sensitive sectors, including the provision of knowledge management consultancy services across the entire Nuclear Decommissioning Authority estate. This team is available to start on the project.

Skills, qualifications, and expertise

The capability and competency of the team has been assessed against a need profile based on the ITT and our proposed team bring the breadth and depth of knowledge and experience required to deliver the outcomes expected. Figure 1 maps the skills and expertise of the Core Team and that encompassed by wider SMEs. Evidence of the core team capabilities and selected SMEs named in the organogram are provided in the 1-page CVs. In addition, specialists with insights on key topic areas, knowledge assets and professional networks have been identified as resource that may be drawn upon throughout the project. This

includes expertise that spans intellectual property law, knowledge capture and management as well as the entire breadth of ANT, including gas- or sodium-cooled and molten salt reactors. The NNL Fellows and wider nuclear academics community, who will be engaged during delivery, further provide the project with access to information and contacts.

It is also proposed to set-up an external steering board who will provide critical guidance and challenge throughout the programme and will play an active role in workshops. Membership is to be agreed at kick-off, but the aim is to bring an additional wealth of expertise and could include [REDACTED]

[REDACTED] who have both agreed to support the project.

Roles and Responsibilities

A consistent “core” delivery team will be available throughout both Phases 1 and 2. The structure of this is displayed in the organogram and their involvement against tasks is noted on the high-level resource plan also appended to this document. The team comprises of individuals with a rich and deep understanding of knowledge capture, management and the nuclear sector. The [REDACTED]

[REDACTED] will act as the day-to-day point of contact, providing oversight and management, and through whom all enquires can be filtered. In addition, leads have been identified

Criterion 2 – Team and Resources

for knowledge capture (), management (), dissemination () and dedicated project management support (). They will be responsible for overseeing the relevant activities during delivery. The leads will also be integrated into the delivery team, allowing staff to be dedicated to the project and ensuring continuity in their unlikely absence. The leads will be responsible for ensuring outputs are delivered on time and to a high-quality, prior to review by the (), a knowledge management subject matter expert. The wider delivery team has been selected to blend the relevant expertise, networks and skills from the partners and have been deemed as best suited to meet the project needs. If further specialist skills are required during the project, we can draw from the combined 7,000 UK-based specialists across Arup and NNL.

Governance and communication

As part of our agile delivery approach, governance and quality assurance will be an ongoing process throughout by the delivery team comprising key senior people from both Arup and NNL. The project team governance will be led by the () with oversight by the (), and support from the knowledge capture and management leads, (). In the unlikely event you are dissatisfied with our project team we will provide an escalation route to () and/or () to resolve. All our projects follow strict procedures, in compliance with ISO 9001, and will include a kick off meeting, weekly project meetings, use of project plan and schedule, and resourcing updates, to ensure we track progress, risks and deliverables. This governance team will also ensure quality assurance procedures are followed and the outcomes being delivered align with the project objectives.

The delivery team will implement a highly collaborative approach to working with yourselves, partners, and stakeholders. Arup and NNL are used to working together and are currently implementing a change programme on the use of NNL's unique asset and facilities. At the start of delivery, an appropriate collaboration space will be set up that could include Teams, Office 365, and/or other solutions as required. These approaches will help us to reduce 'the work about work'. As set out in our responses to Criterion 1 and 3, we intend to work collaboratively with BEIS in line with our agile working method. We propose to facilitate this through weekly video catch-up meetings between our core delivery team and BEIS, supplemented by monthly face-to-face meetings and quarterly thematic workshops. These are intended to get important input and opinion along the project life cycle rather than a handful of touch points.

Project resilience

Our team structure is set out to ensure we have a level of resilience in the team itself. As you will see from the skills and expertise matrix and the resource plan, we can ramp up individuals to cover the loss of individuals, whilst maintaining project knowledge. In the event this is not sufficient, Arup and NNL provide a depth of skill and expertise that allows us to bring onboard other staff if required. Both organisations have in place a series of processes, such as Global Resource Management System (GRM), Expertise and Skills matrices, that ensure we manage resource availability and resilience. In addition to this, processes such as Retention of Critical Knowledge process and capability / succession planning, ensure we proactively capture and disseminate expert knowledge (safeguarding against staff loss) and safeguard against loss of key individuals. Through these layers, we have continued to deliver 1000's of projects through Covid and are confident that we will be able to provide the resilience, scale and expert resource needed in line with the project KPIs.

Contractual agreements

Contractual agreements for the blended delivery team will see Arup be the lead contractor and formally subcontract to NNL. We have also approached the Nuclear Futures Institute at Bangor University, who have confirmed they are happy to work with Arup, however we propose to agree the University partner with BEIS. We will be using the BEIS T&Cs for back-to-back agreements, which have been reviewed and agreed by all parties. During Phase 2, it is expected that additional organisations would be contractually engaged to provide support and, if sub-contracted through Arup, we would continue to use the BEIS T&Cs.

Criterion 3 – Delivery

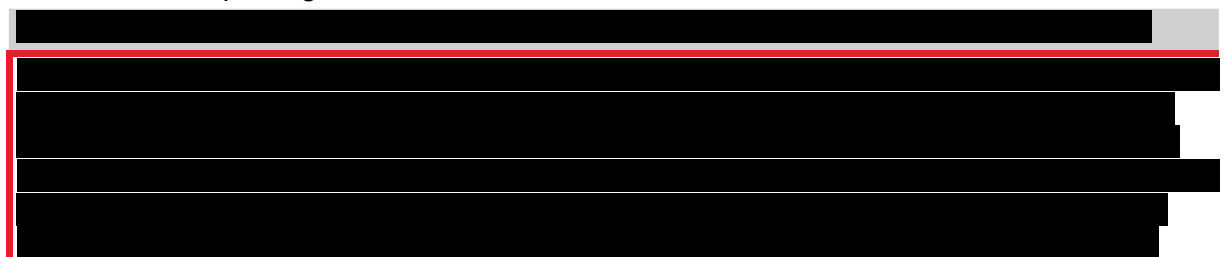
Delivery

Governance Structure

To deliver best value for BEIS, and to successfully co-ordinate delivery, our proposed organisation structure is **a small core team with additional supporting technical specialists**, whose expertise will be drawn upon as needed and as detailed in the Team and Resources response. This will ensure we have a dedicated team to undertake project management activities and the technical leadership needed on the key workstreams.

Within the core team, our [REDACTED] will provide strategic oversight of the project, ensuring we are delivering the project's objectives and the quality of output expected on our projects. Our [REDACTED], will act as the day-to-day **point of contact** for BEIS, through whom all reporting, resourcing, scope and coordination enquires can be filtered. This will support the effective and efficient coordination of live and prospective work packages. In carrying out this role, [REDACTED] will have additional and dedicated [REDACTED]. [REDACTED] is a professional project manager and will be responsible for tracking the project against our project plan, programme, deliverable dates, KPIs as well as ensure project reviews take place (Arup require all projects to have independent project technical and commercial reviews as part of our governance and QA procedures). She will coordinate and prepare the material needed for monthly project meetings with BEIS, including the management of the risk register. This will be supplemented with weekly team and BEIS catch ups to provide an update on each work package and resourcing, that will be shared with BEIS in the form of an update slide pack. Regular engagement with BEIS will allow early flagging of any risks or challenges and their prompt addressing. In the unlikely event you are dissatisfied with our project team we will provide an escalation route to [REDACTED] and/or [REDACTED].

Also reporting to [REDACTED] and [REDACTED], three workstream leads will lead the technical delivery: Knowledge Capture, led by [REDACTED]; Knowledge Management by [REDACTED]; and Dissemination by [REDACTED]. These roles are a blend of senior individuals from both Arup and NNL to provide strength and depth to support delivery and highlights the integrated delivery approach planned. In addition, all NNL staff will be overseen by a dedicated [REDACTED]. [REDACTED], along with the Leads, will coordinate delivery of work, manage interfaces, and integrate the schedule and risk register across the work packages.



Project Management Approach and Methodology

As you would expect from an organisation like Arup, which is delivering over 10,000 projects at any one time, we have rigorous project management and controls in place, which all projects must adhere to, in compliance with ISO 9001. All Arup project managers and project directors are required to attend a range of project management modules covering process, systems and effective practices to ensure a consistent level of quality. Building on collaborative project delivery, we will hold:

- Project kick-off workshop with BEIS, led by [REDACTED] which will review our proposed PM procedures (communication, dates for meetings, workshops, etc, sharing of reports and data) and reporting tools (risk register, programme, resourcing) and feature an update on the stakeholder mapping exercise.

Criterion 3 – Delivery

- Internal project kick-off workshop with entire project team, led by [REDACTED] and supported by [REDACTED] and [REDACTED] to mobilise delivery team and conduct initial stakeholder mapping exercise.
- Weekly team project stand-ups led by the Work Package Leads and chaired by [REDACTED], focused on coordination across workstreams and identification of risks and activities for the coming week.
- Weekly progress meetings between [REDACTED] and [REDACTED] with BEIS to discuss work package progress, actions for the week, etc.
- Monthly project review and forward planning sessions with BEIS that involve formal updates on budget and risk reviews involving [REDACTED]
- Deep-dive technical focus sessions to explore potential for integrating scopes, creating efficiencies – we have shown 2 thematic sessions in our programme, one of these is intended to include sharing the learning from NNL’s experience of setting up an AI-based knowledge management system following its application to their Corporate Memory.
- Monthly resource planning to ensure the right resources are deployed where needed.

These are set out in the attached detailed project programme.

For Phase 2 of the project, it is proposed for the monitoring of progress and budget to be via monthly in-person progress meetings with fortnightly MS Teams updates. In addition, it is proposed to produce quarterly reports with a summary of the progress to date on each of the relevant knowledge capture and management activities being undertaken and utilise quarterly thematic “deep dives”.

Quality Management

BEIS will receive consistently high-quality delivery from the proven Arup/NNL team. We have the right combination of technical and wider energy system understanding to provide impartial peer review for the work for this contract, ensuring quality outcomes. Quality will be monitored throughout the delivery lifecycle of the contract to ensure a consistently high level and will be one of the KPIs we report on at monthly meetings. In line with our company processes, Arup’s management systems are certificated to ISO 9001 (quality), ISO 45001 (health & safety) and ISO 14001 (environmental). All quality systems are subject to regular checks by auditors and bi-annual audit by the accreditation body (LRQA). Our [REDACTED], [REDACTED], and [REDACTED], will be accountable and responsible for ensuring that projects are undertaken in accordance with Arup’s Quality Management processes, which have been depicted in Figure 1 with multiple levels of quality assurance during the deliverable authoring stage, complimented by a stage gate approach of reviews by the knowledge capture and management leads, followed by the [REDACTED] and finally the [REDACTED]. Lastly, the final draft reports are proposed to be issued two weeks before the release of our final deliverables to allow for BEIS to undertake their own QA review and comment. We will endeavour to expedite deliverables or re-balance resources if BEIS requires more time for detailed due diligence.

In addition, the external Steering Board will provide an avenue for endorsement of key strategically important outputs and provide additional confidence in the conclusions and quality of the work. As well as this, NNL has various technical committees, that are used to review outputs of the core science programme or wider more strategic activities, and all Arup projects must have independent technical reviews.



Figure 1: Proposed Quality Assurance procedure

Criterion 3 – Delivery

We will implement our quality assurance process at each iteration of the project, measuring, trending and reviewing performance against BEIS KPIs on a monthly basis. We will draw on lessons learned as we mobilise, and hold lessons learned reviews at the close of Phase 1 and the cessation of the knowledge capture activities in Phase 2, so that we ensure the transfer of knowledge throughout the duration of the programme and consistently deliver to the highest quality.

Risk Management Methodology

Risk management forms an integral part of our project management approach, and an overview of our risk management process is shown in Figure 2, which is based on the principles of ISO 31000. The delivery team will implement risk management to suit the sensitivities or constraints of the commission and individual activities. A separate **Risk Register** has also been produced and is appended to this response, in which we list our opinions of the top ten risks to delivery. To be able to develop and implement risk response or mitigation actions in a timely manner, we will identify risks as early as possible in addition to monitoring throughout the commission lifecycle. At the outset we will propose and agree with BEIS the key principles governing the tailored process, including:

- Risk categories/classifications and risk scoring criteria
- Risk management tools and reporting protocols
- Frequency of risk reviews and of risk coordination sessions.



Figure 2: Continuous and cyclical 6 step Risk Management Process

To support the Risk Management process, we will also operate the following processes and tools, which will be managed by [REDACTED]

- **Issue Management Process** – this will be linked to an **Issues Log and Decisions Log**, to ensure the team is collectively focused on the issue resolution and decision making is timely and effective.
- **Early Warning process**: to highlight change potential, and any associated impact, and help managing it proactively as part of the weekly updates to BEIS, if required.

On this project, the management of the risk register will be by [REDACTED], overseen by [REDACTED], who will own the actions to manage the risk, and [REDACTED], who has ultimate accountability for project deliverability. This is in addition to the management of specific risks by the named individuals. The review and reporting on the risk register will feature as part of the monthly BEIS update, led by [REDACTED], and the entire project team will contribute via the weekly team project stand-ups. In addition to the monthly review of the risk register, it will also be discussed at the weekly BEIS meetings upon the identification of additional risk(s) or upon the realisation of those noted. It is important to highlight that the project team views key project risks being mainly associated with stakeholder(s), such as the potential realisation of Intellectual Property issues. [REDACTED], will have responsibility for providing early advice in this area.

Criterion 3 – Delivery

Contingency & Resilience Planning

Our team structure is set out to ensure we have a level of resource resilience in the team itself. As you will see from the skills and expertise matrix and the resource plan, as part of Criterion 2, we can ramp up individuals to cover the loss of individuals, whilst maintaining project knowledge. In the event that this is not sufficient, Arup and NNL have a combined UK presence of more than 7,000 specialists that provides a depth of skill and expertise in addition to the ability to bring onboard additional staff if required. Both organisations have in place a series of processes, such as Global Resource Management System (GRM), Expertise and Skills matrices in Arup, that ensure we manage resource availability and resilience. In addition to this, processes such as Retention of Critical Knowledge process and capability / succession planning (NNL), ensure we proactively capture and disseminate expert knowledge (safeguarding against staff loss) and safeguard against loss of key individuals. Through these layers, we have continued to deliver 1000's of projects through Covid and are confident that we will be able to provide the resilience, scale and expert resource needed in line with the project KPIs. One such example of this strength in depth in our integrated team is the Knowledge Management support possible beyond that provided by [REDACTED], this could be via [REDACTED], who brings over 30 years of nuclear industry experience across the areas of Decision Science and Operational Research and has been instrumental in delivering internal NNL knowledge management activities alongside [REDACTED].

Based on delivery, and the engagement of stakeholders, the project delivery team has the ability to flex how the relevant activities are delivered. As shown in the attached Gantt, and discussed in Criteria 1, the project intends to delivery multiple activities in parallel. Should challenges exist, opportunities will exist to re-deploy resource onto certain tasks to accelerate their delivery.

Cybersecurity and Data Storage

The project team understands that work carried within the nuclear sector is scrutinised by regulatory bodies. Principles of nuclear security and safeguards and their specific implementation at a working level will, therefore, be applied to this project. [REDACTED]

[REDACTED]

[REDACTED] Our project team is security cleared and has several years of experience of working under the security arrangements in the nuclear sector. [REDACTED] [REDACTED] are well-versed in working with security classifications and clearance.

The project partners bring experience of handling and storage of protectively marked information. Individuals involved in delivery will have the necessary security clearance. Any

Criterion 3 – Delivery

data storage endeavours can be undertaken on a suitably system accredited for up to OFFICIAL SENSITIVE: SENSATIVE NUCLEAR INFORMATION as per NNL's data management and storage procedures. [REDACTED], supported by NNL, will oversee access, restriction and limitations of what the project team can and cannot do to project folders and data. Permissions can be managed at folder level with electronics identities recognition (whitelist of authorised project staff). All our end points have the latest anti-virus and anti-malware protection in place, as well as the latest version of its operating system. Activities are monitored by our Security Operation Centre team and any alerts or anomalies are dealt with according by the same team via the use of pre-defined playbooks.

Project Plan and Gantt Chart

The Gantt chart of proposed activities has been developed based on the combined experiences of Arup and NNL, capturing key learning from experience from similar projects including, but not limited to:

The detailed methodology and approach (Criteria 1) were used to create the project plan following a bottom-up approach. Using the detailed task and activity break down and nominal dates on which key activities/tasks are intended to be held to meet the deliverable dates mandated by BEIS, led to production of the appended Gantt chart. Key assumptions used to compile the plan are:

- Scope and identified delivery dates as part of the ITT.
- Upon contract award a further iteration of the Project Plan will be provided to capture the actual award date, and date of kick-off meeting.
- The kick off meeting will then be used to review the project plan to fix project management meeting dates, dissemination event dates, etc and updated for issue.
- The project plan will then be reviewed and updated at each monthly project management meeting.
- All reports have allowed for a single revision to address BEIS comments, having already been reviewed by multiple individuals in the project team.
- All deliverables unless otherwise stated will be delivered on Friday.
- Dissemination workshops have been planned to align with workstream timeframes but are flexible and will be agreed with BEIS.
- Deliverables will be provided, based on the work that it was possible to complete in the available time and given the engagement of stakeholders.

Due to the condensed timescales, multiple activities are being run in parallel; not only will this ensure that the entire project can be delivered within the available time, it will also allow for issues to be addressed early. To manage the intricacies of running multiple workstreams in parallel, a single [REDACTED], will oversee the management of all activities, supported by designated work stream leads, [REDACTED], project management support throughout the work will be provided by [REDACTED]. To further support project delivery, stakeholder engagement, of information owners and users will begin as early as is practicable and run for as long as possible to maximise value to BEIS.

Criterion 4 – Social Value

Our Social Value Approach

Arup and our partners strive to create social value that results in a more inclusive, equitable and just society, and aligns to the UK Government's Social Value Model (SVM).

We will adopt a collaborative, needs-based approach, actively engaging with key stakeholders and community partners to understand the priorities of target communities: developing solutions that address current issues, support levelling up and promote inclusion.



Managing, measuring and reporting Social Value

On appointment, we will hold a Social Value Inception meeting to confirm our understanding of your social value priorities and discuss our commitments. This will inform the development of a bespoke Social Value Delivery Plan (SVDP) for Phase 1 of the project, detailing the agreed social value outcomes, specific quantified activities and the metrics used to monitor performance. We will report against the SVDP on a bi-monthly basis, with reviews at project meetings. We will write an Impact Report at the end of Phase 1.

[REDACTED] with 8 years of specialist experience in the nuclear industry, will be our Social Value Lead (SVL). She will develop, coordinate and deliver the SVDP across our partners and report directly to the [REDACTED], to ensure senior accountability of social value delivery. Our commitments will be managed as KPIs and be monitored as a standard agenda item on our internal team meetings. We will use our work in Phase 1 to develop social value resources and pilot approaches that can be rolled out at scale in Phase 2. We will agree our SVDP for Phase 2 with you at the end of Phase 1.

We have aligned our response to SVM Theme 2; Tackling economic inequality and 4; Equal opportunity. Our commitments in relation to this contract are set out below against our targeted social impacts.

Diversity and inclusion in our workforce:

Our team has been recognised for its focus on diversity and inclusion, including achievement of:

- Inclusive Employers Standard Silver accreditation achieved by Arup in 2022, and announced as a Top 10 company in 2023 Glassdoor Best Places to Work in the UK,
- NNL awarded the National Equality Standard for fair and equitable working practices, increasing diversity and inclusion.



Our project team will have access to the following and will share this best practice across our partners:

- **Connect networks** - global employee communities, open to all bringing together under-represented groups from across Arup, including women, those with disabilities and LGBTQ+ staff
- **Inclusion Allies** - we offer training to staff who want to support other people to create a more inclusive environment through Allyship
- **Flexible working hours and remote working** and **Real Living Wage** for all staff

On this project, we will also:

- **Lead Inclusion Moments** at the start of all Project Team meetings to focus on workplace equality

Criterion 4 – Social Value

- Hold a 1-hour **Inclusive Design workshop** during the project inception period, led by our specialist Inclusive Environments team, to ensure that accessibility is embedded in our approach from the start
- Ensure all staff joining a project have a one-to-one conversation with the [REDACTED] to understand any particular needs and ensure adjustments are in place.

Employment opportunities for those who face barriers to employment or are under-represented in the sector

Social mobility and diversity is at the heart of our approach to early careers. In 2022, our partnership employed 362 Graduates, 127 Apprentices, 82 Industrial placements and 140 summer placements across the UK, working with our voluntary sector partners such as the Social Mobility Foundation, Prince's Trust and Careers and Enterprise Company to promote these opportunities to often under-represented groups.

During Phase 1 of this contract:

- 2 Graduates will work on the project, gaining valuable nuclear, knowledge capture and project management experience
- We will provide opportunity for two 6-week internships for university students, working with the project team and gaining industry insight and experience. We have spoken to Bangor University and they are supportive of this idea.

We are proactive members of key networks looking at representation in the industry, such as Women in Nuclear and Racial Equality in Nuclear. During Phase 1, we will share insights from these networks at two Lunch and Learn sessions across our project partners to inform ways of working on the project and future recruitment into our businesses.

Support for educational attainment of the workforce

Partners encourage development of all staff to reach their potential, irrespective of role or grade. Everybody has an annual **Impact and Development Plan** and we encourage Continuous Professional Development through 2.5 days/year of classroom training for all staff with 5 days/year learning for those in early careers. Staff also have access to 58 **Arup Skills Networks** which link specialists across our global community, including one for Nuclear. All staff working on this contract will have access to this support and best practice.

For this contract, we will:

- Share new insights and developments from across our partnership with the wider supply chain via two Lunch and Learn sessions.
- Provide 6 weeks of work for an apprentice on this project to build their knowledge of AMR
- Support the Nuclear Futures Institute at Bangor University with pro-bono staff time to deliver lecture(s) and / mentoring to grow their understanding of the industry to support students' transition into the sector.

Delivery of training schemes and programmes to address any identified skills gaps and under-representation

We have a strong track record in developing and delivering STEM activities in schools and colleges to raise awareness of the nuclear industry, promote the range of skills required and the routes to employment. Specifically for this project in Phase 1, we will:

- Facilitate 7, 90-minute sessions with year 10s and year 12s through provision of 'ideation' sessions encouraging innovative thinking. As part of the west Cumbria-based ProjX programme, this targets local areas of deprivation and encourages non-STEM students to consider opportunities in STEM careers
- Develop a high-quality KS3 educational resource focused on the nuclear sector, designed with input from schools and our national education partners to best meet gaps in provision and needs of the curriculum whilst raising awareness of the sector. This resource will be developed and piloted in Phase 1 by our two University interns and rolled out fully as part of the Phase 2 SVDP. We will build on our membership of the Real Play Coalition and look to work with existing partners, such as Lego on this.

Criterion 5 – Value for Money

Value for Money

The delivery partners, Arup and NNL, both appreciate that the proposed activities must provide value for money for government, especially considering the current cost of living crisis. We believe the approach, methodology and quality of the deliverables that will be produced during the work will highlight this to BEIS; as does the partners' intention to ensure a lasting legacy exists beyond March 2025, ensuring this same activity does not have to be repeated and can instead be built out and upon to further safeguard the captured knowledge and information for the future.

Delivery will be via a flexible and agile team focused on meeting customer needs. Hours and prices for named individuals have been included as part of our fixed-price submission.

Fair and Market Value Costing

The collaboration between Arup and NNL blends the individual organisations strengths into a multi-disciplinary team with a proven track record that can hit the ground running. We have a team that knows the sector and is already security cleared, which means minimal onboarding will be required and we have the necessary systems and processes to handle and manage any protectively marked information. The blended, independent and technology agnostic team comprises knowledge capture, management and stakeholder engagement experts. This expertise is supported by deep technical skills that cut across nuclear, education, computer science, artificial intelligence, digital platform expertise and intellectual property, which has been honed across multiple sectors. We have selected the best fit person for each role, to not duplicate across organisations and instead providing the best team with distinct roles.

As the delivery team is already established in the area, we know the stakeholders and have networks in-place to enable us to quickly engage with them. The partners for the work operate with ownership structures that see neither organisation having to return profits to external shareholders. The ownership models of Arup and NNL mean that a portion of any of the profits generated are re-invested in the organisation. In Arup, this is through an endeavour called "Invest-in-Arup" (IIA) and within NNL all earnings are reinvested to support NNL's stated purpose to apply 'Nuclear Science to Benefit Society'. These endeavours support research and collaboration activities as well as investments in company facilities and IT to enhance effective and collaborative project delivery. In NNL, it also supports the "Fellows" which covers 20 individuals that work as an integrated community that directs impactful research, supports S&T governance (research direction and value for money) and collaboration. These internal investments will be leveraged during delivery, including the networks and expertise of the NNL Fellows to engage industry stakeholders and understand potential international collaboration opportunities of the captured knowledge.

The clients Arup work with results in our frequent and in-depth auditing as we continuously delivery large contracts. Such open book auditing leads to our overhead rates and structures being clear and ensures that our costs and overheads are realistic, robust, justified, and at fair market value. We also regularly benchmark these with our competitors to ensure we offer competitive but fair rates to all our clients.

NNL, is the UK's national laboratory for nuclear fission, supporting endeavours such as its Science and Technology Agenda, facility upgrades and capability building through training, conference and event attendance, and collaborations. Government owned but operationally independent, NNL combine the decades of nuclear expertise of sector veterans, whose science has been at the forefront of nuclear technology over the past 30 years with an emerging generation of talented professionals.

Criterion 5 – Value for Money

Adding value beyond base requirements

BEIS noted 5-key project objectives in Section 2 – Specification of Requirements of the ITT and key features of the value added are noted on these. The added value will primarily focus around two key areas during Phase 1, which will be further defined and tracked during delivery.

1. Providing a **lasting** and **meaningful legacy** of the activities undertaken during Phase 1 of the project. While the exact format will be determined during Phase 1, it is planned to develop a **tool** that signposts BEIS and other approved users to the types of information held by relevant stakeholders.
2. **Disseminating** NNL's **learning** from the identification and **deployment** of an AI-based software package for the searching and interrogation of historic knowledge

These activities are only possible thanks to the capabilities and knowledge provided by the delivery team. Providing a map of the location of the UK's knowledge will support Phase 2 and enable other projects to leverage this activity providing gearing to BEIS investment. Sharing the learning of implementing AI-based software, could aid UK regulators develop the necessary regulatory guidelines to see widespread AI capabilities used in the nuclear R&D sector as well as enable more widespread use of captured knowledge.

Identify relevant resources and conduct knowledge capture activities that can accelerate, de-risk and reduce the cost of AMR RD&D programme delivery:

- No mobilisation time, as the delivery team comprises experts in Advanced Nuclear Technologies with established networks, who know where the information is likely to be
- Awareness of situation and challenges associated with nuclear knowledge capture, meaning the team contains additional capabilities including Intellectual Property from work on Fast Reactor Knowledge Capture project, and for the Nuclear Decommissioning Authority
- Arup's expertise in stakeholder engagement coupled with NNL's capturing of tacit knowledge

Enable access to knowledge, research and data in support of ANT deployment:

- A searchable index of the information found during Phase 1.
- A Phase 2 legacy, including communities of interested stakeholders.
- Intellectual Property and Cyber Security resources to address issues as they arise

Disseminate learning with relevant stakeholders to support decision making:

- Implementation of learning from hosting large stakeholder events during the AFCP
- Lessons learned dissemination session, on the challenges and learning of AI based system

Maintain and develop UK capability and knowledge in the ANT field:

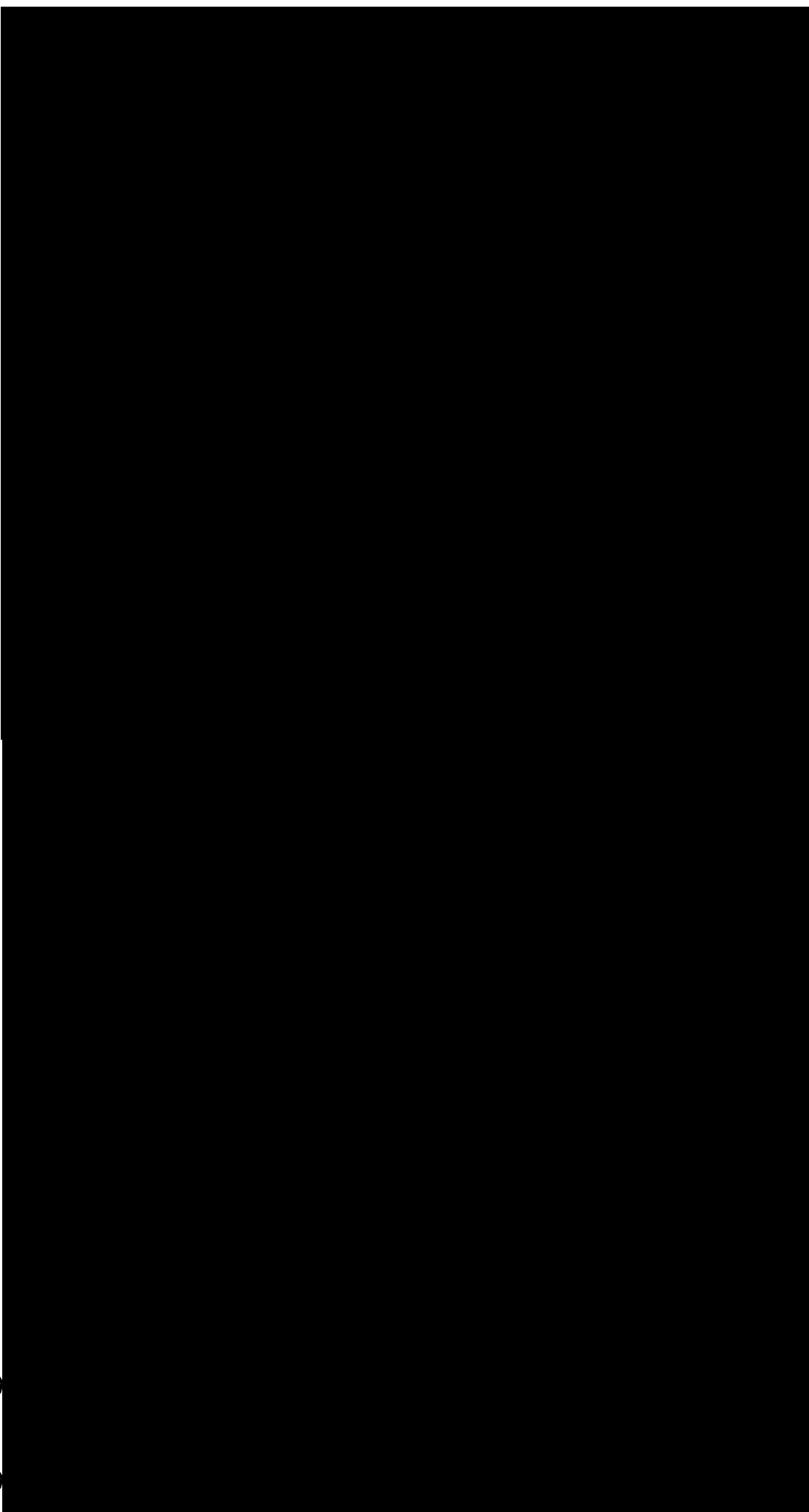
- Visiting Professors and doctoral supervisors as part of the delivery team able to identify opportunities to utilise captured information to develop the next generation of UK capability.

Leverage UK innovation and knowledge capture investment against national and international programmes:

- External steering board to set the strategic direction and provide challenge during delivery from a small number of global leaders.
- Delivery team including UK representatives avoids additional stakeholder engagement.

ARUP

Organogram



High-level Resource Plan

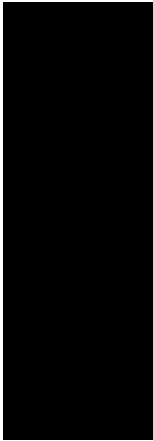


Role	Name	Role / responsibilities / accountability	Days on contract Cross Cutting Req. Phase 1	Days on contract Phase 1	Days on contract Cross Cutting Req. Phase 2
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High-level Resource Plan

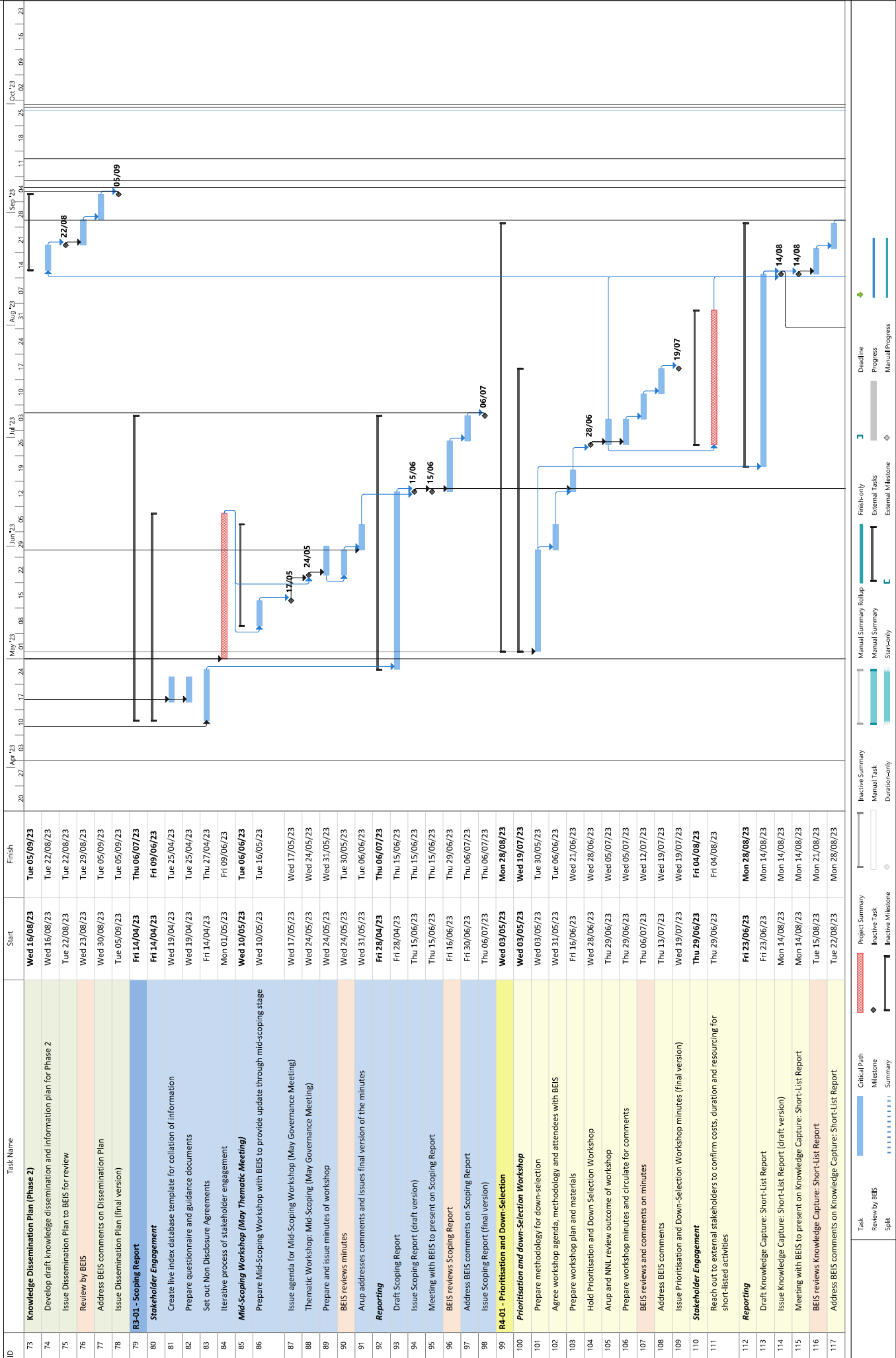


Role	Name	Role / responsibilities / accountability	Days on contract Cross Cutting Req. Phase 1	Days on contract Phase 1	Days on contract Cross Cutting Req. Phase 2
			8.9	5.1	3.8
			30.5	40.5	37.8
			7.9	11.0	9.0
			5.0	7.2	3.6
			2.0	1.5	0.0
			2.0	1.5	0.0
			4.0	18.0	0.0
			Total days on contract		206.8

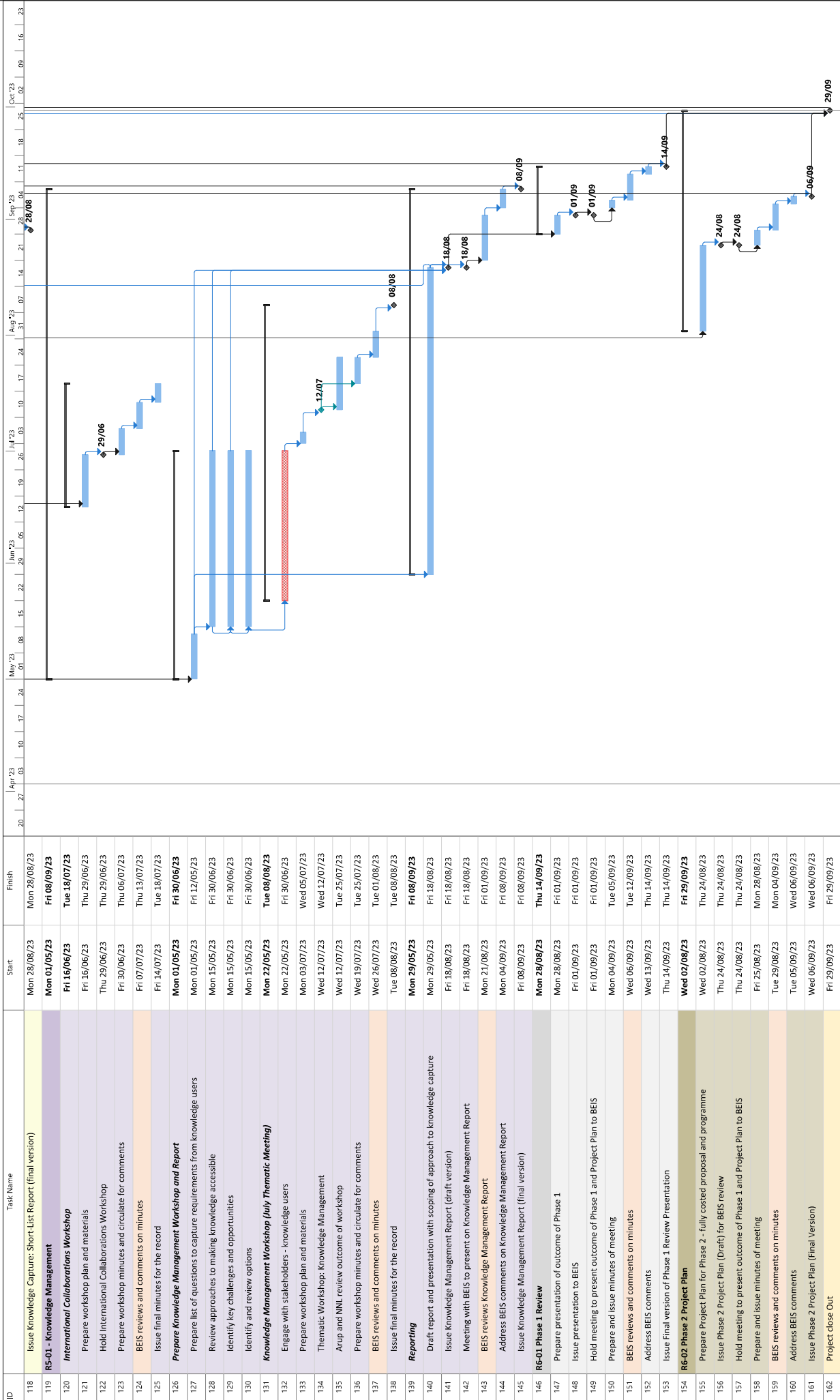




Advanced Modular Reactor (AMR) Knowledge Capture



Advanced Modular Reactor (AMR) Knowledge Capture

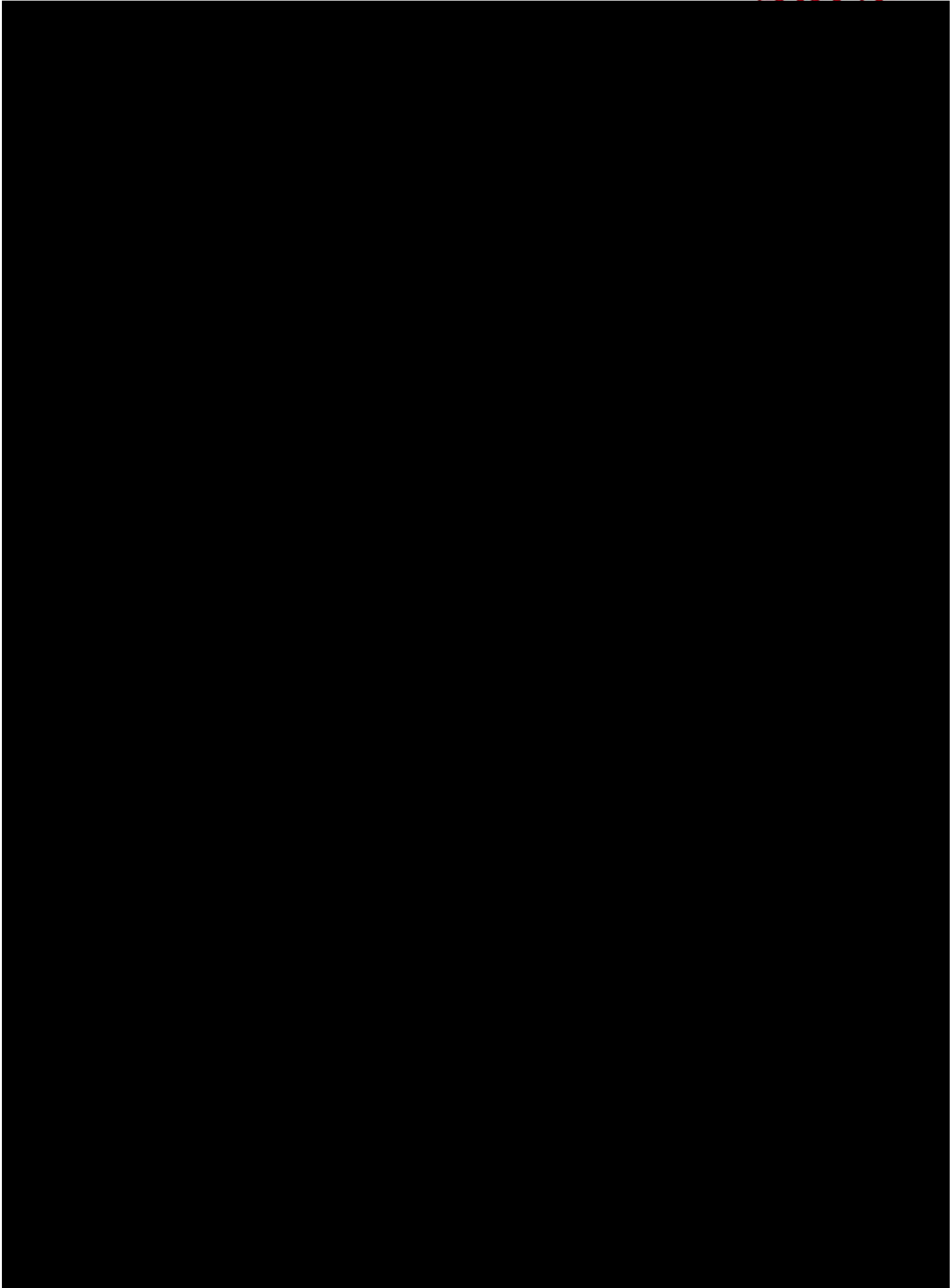


Task	Critical Path	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline
Review by BEIS	Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Progress
Split	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Manual Progress

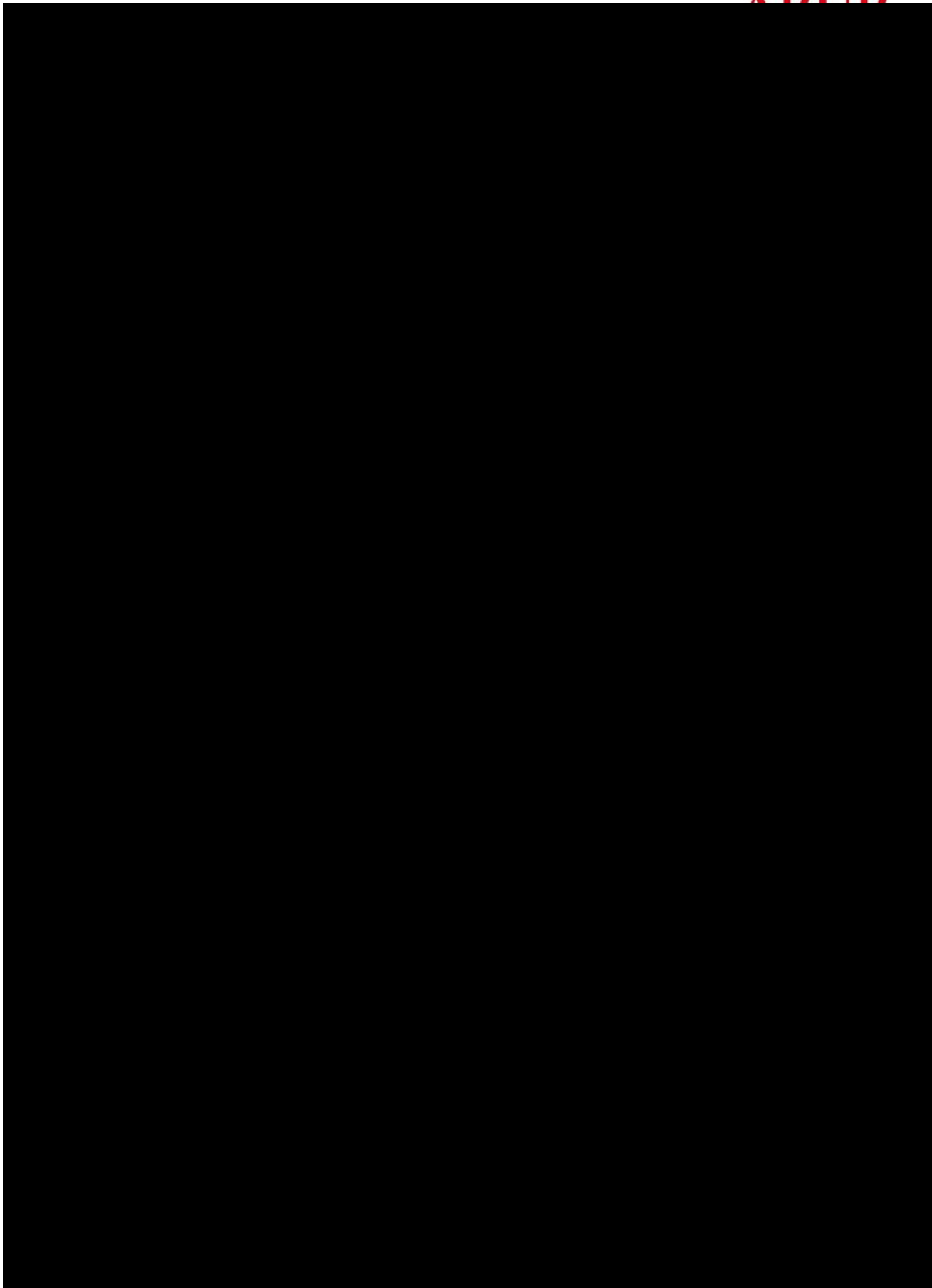
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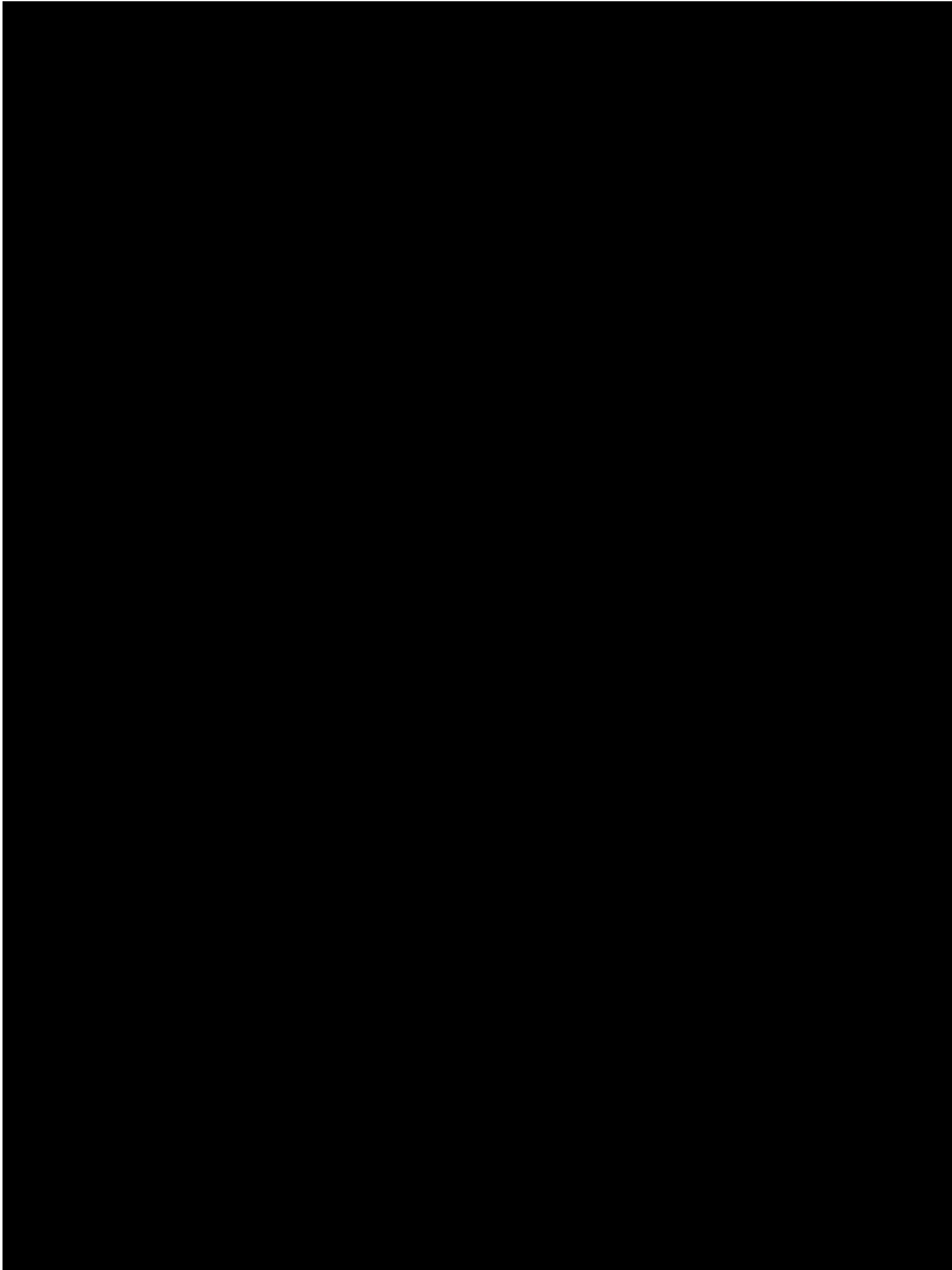
Summary CVs – Core Team

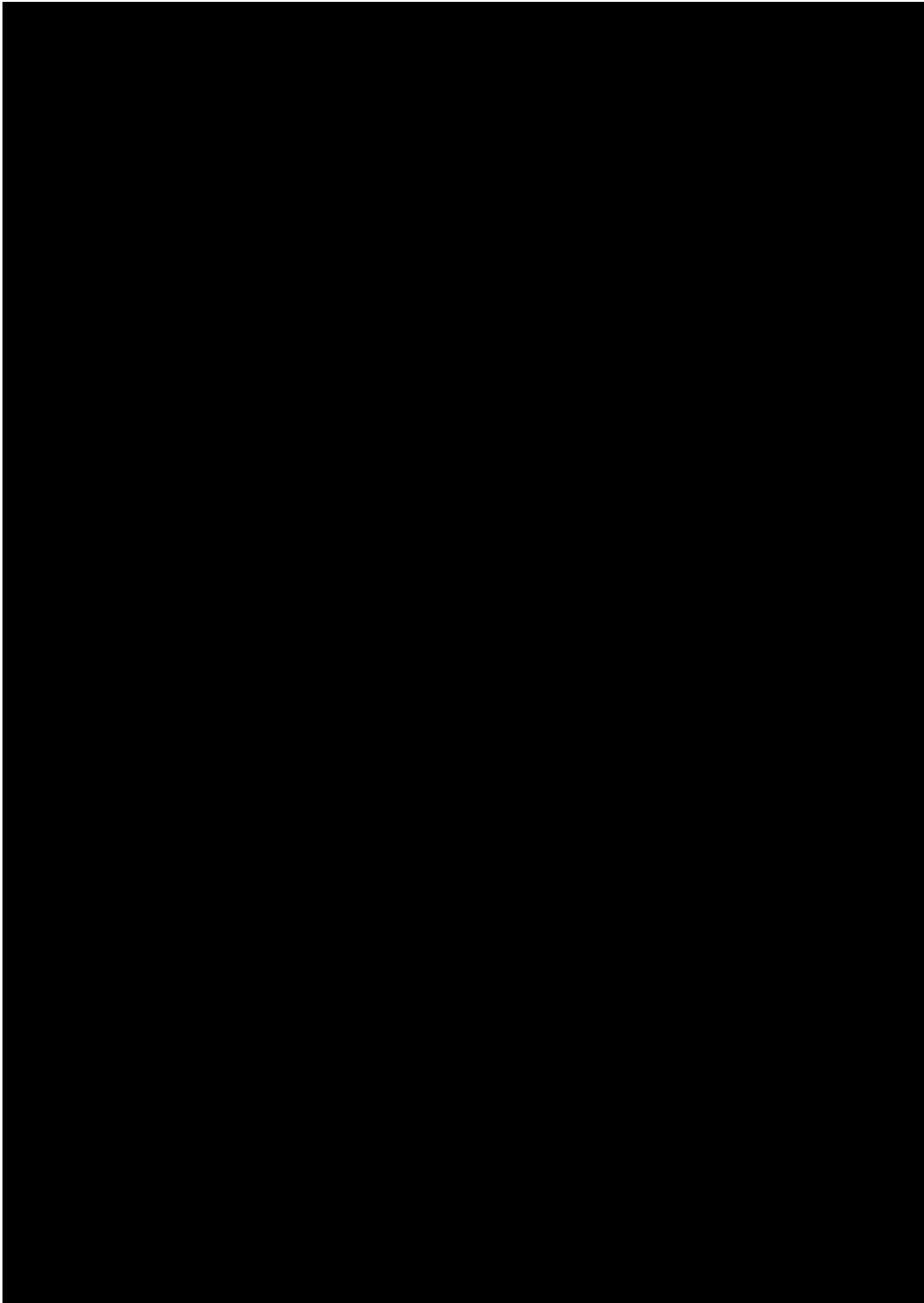
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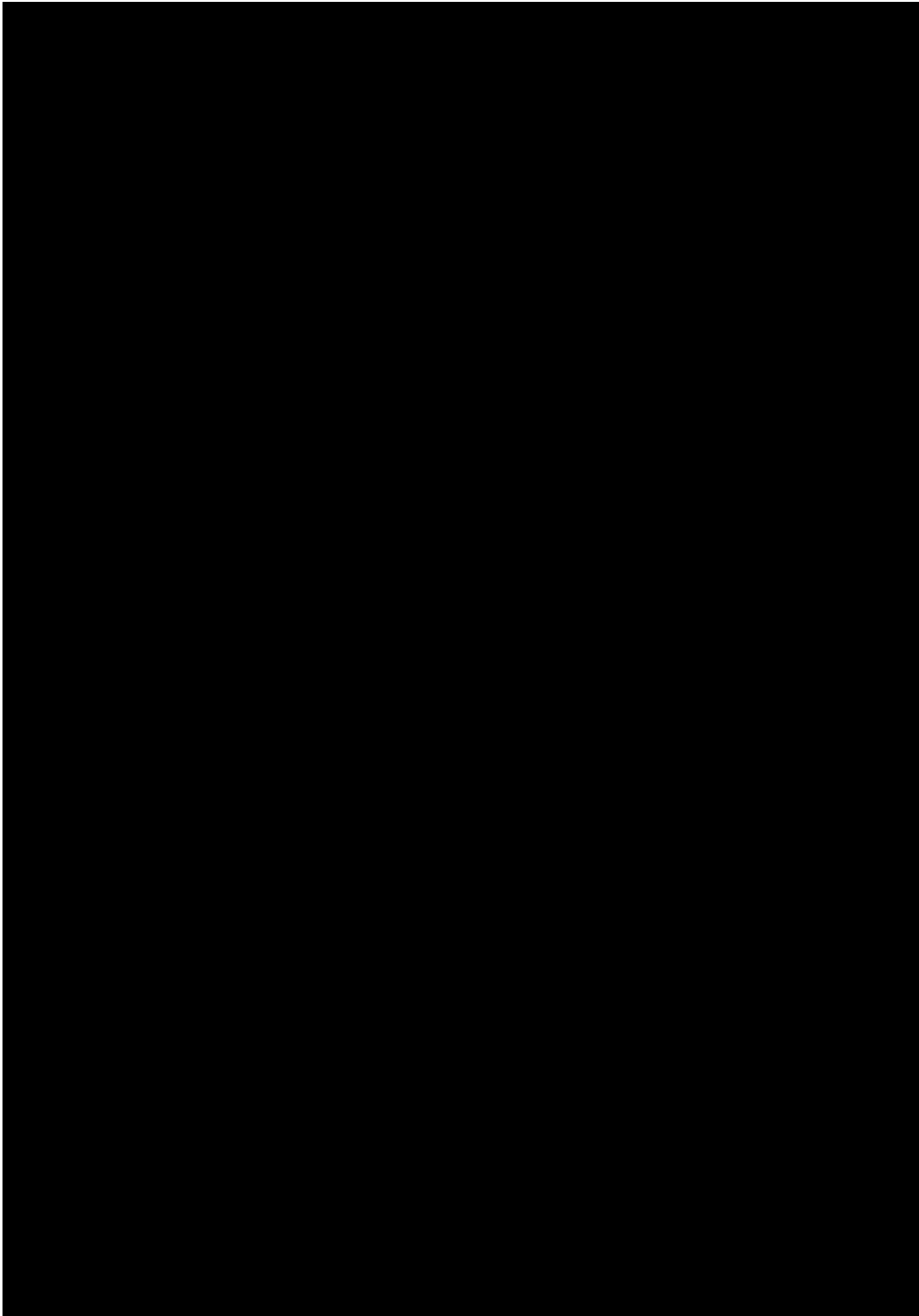


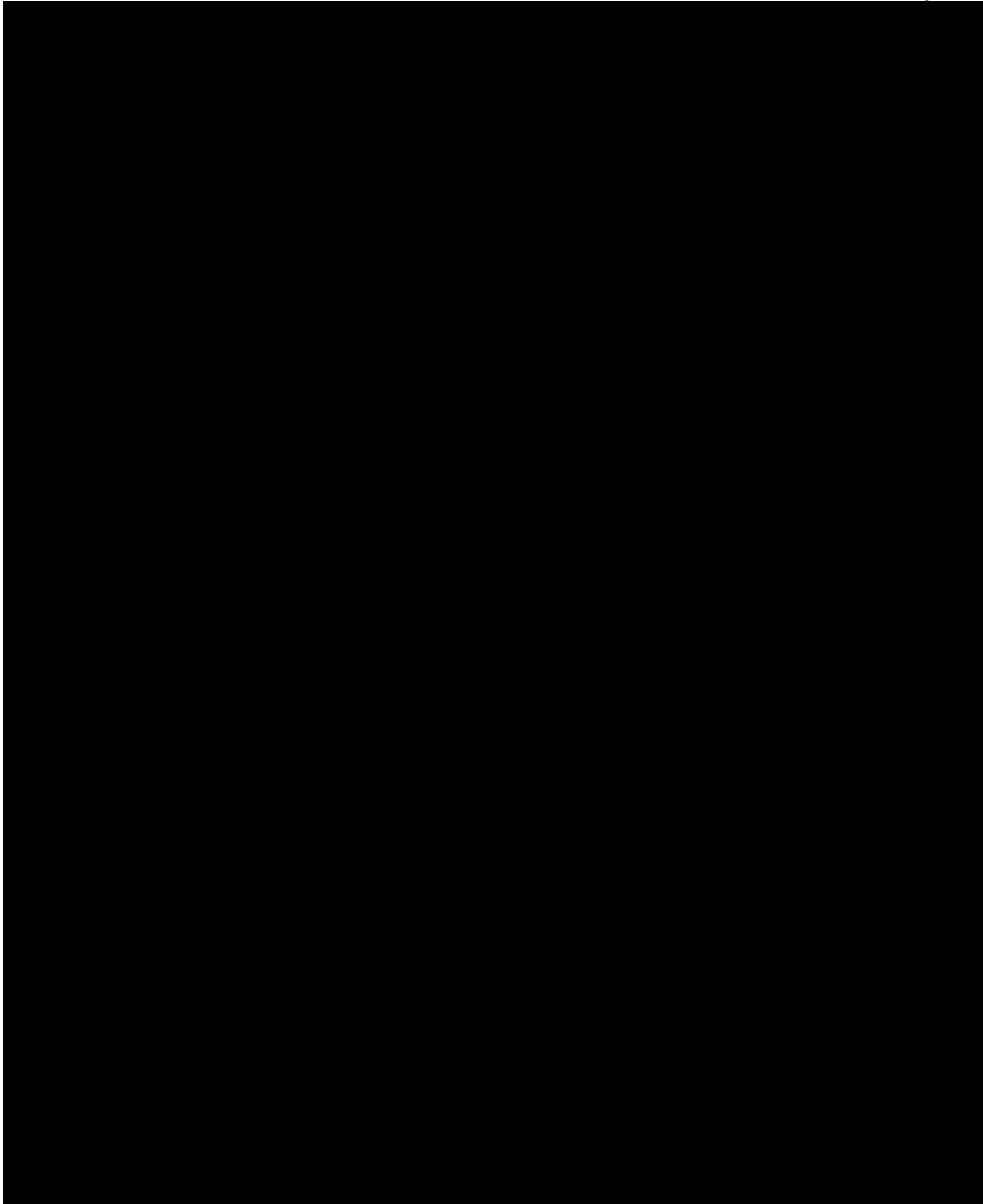
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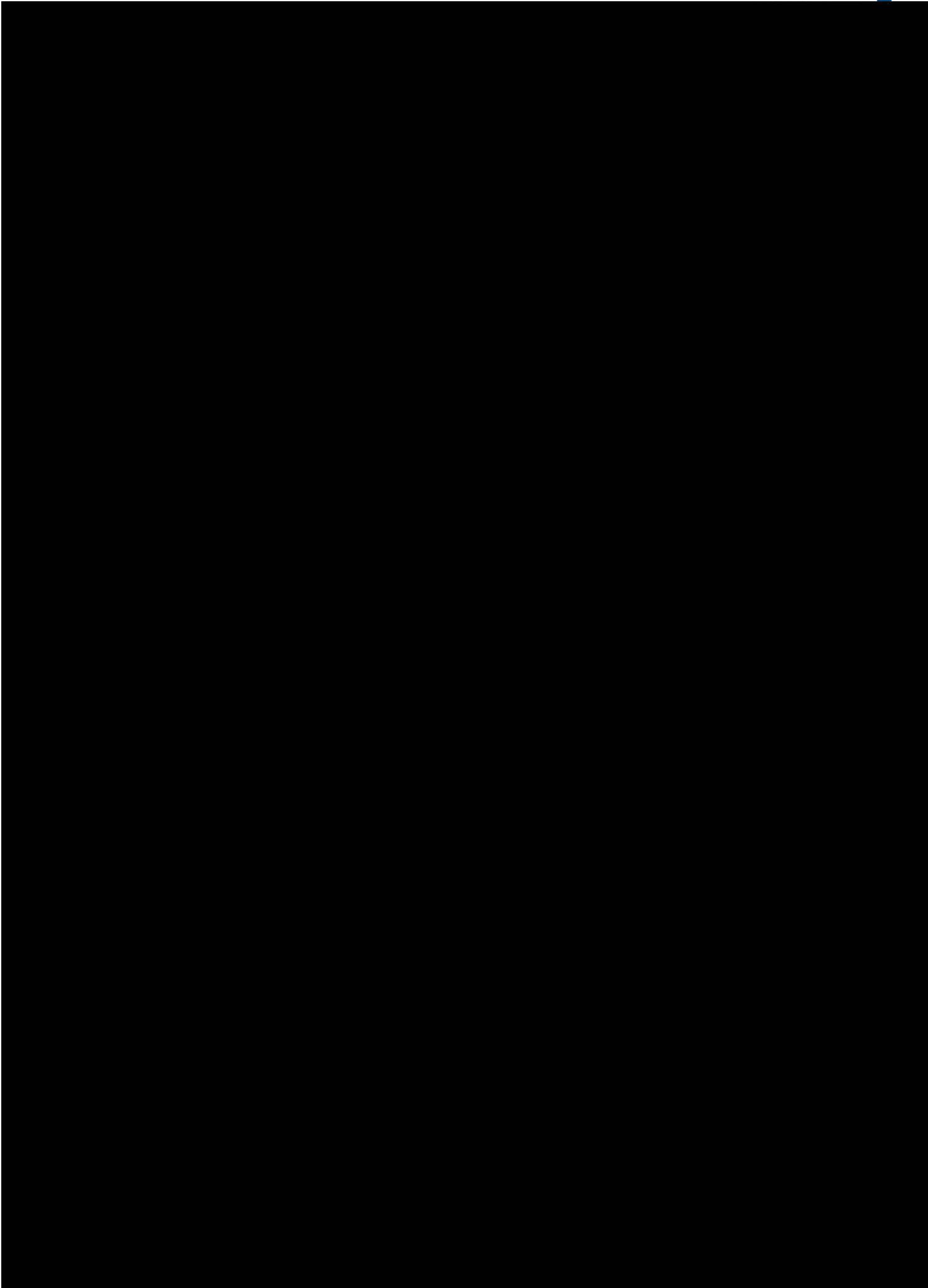




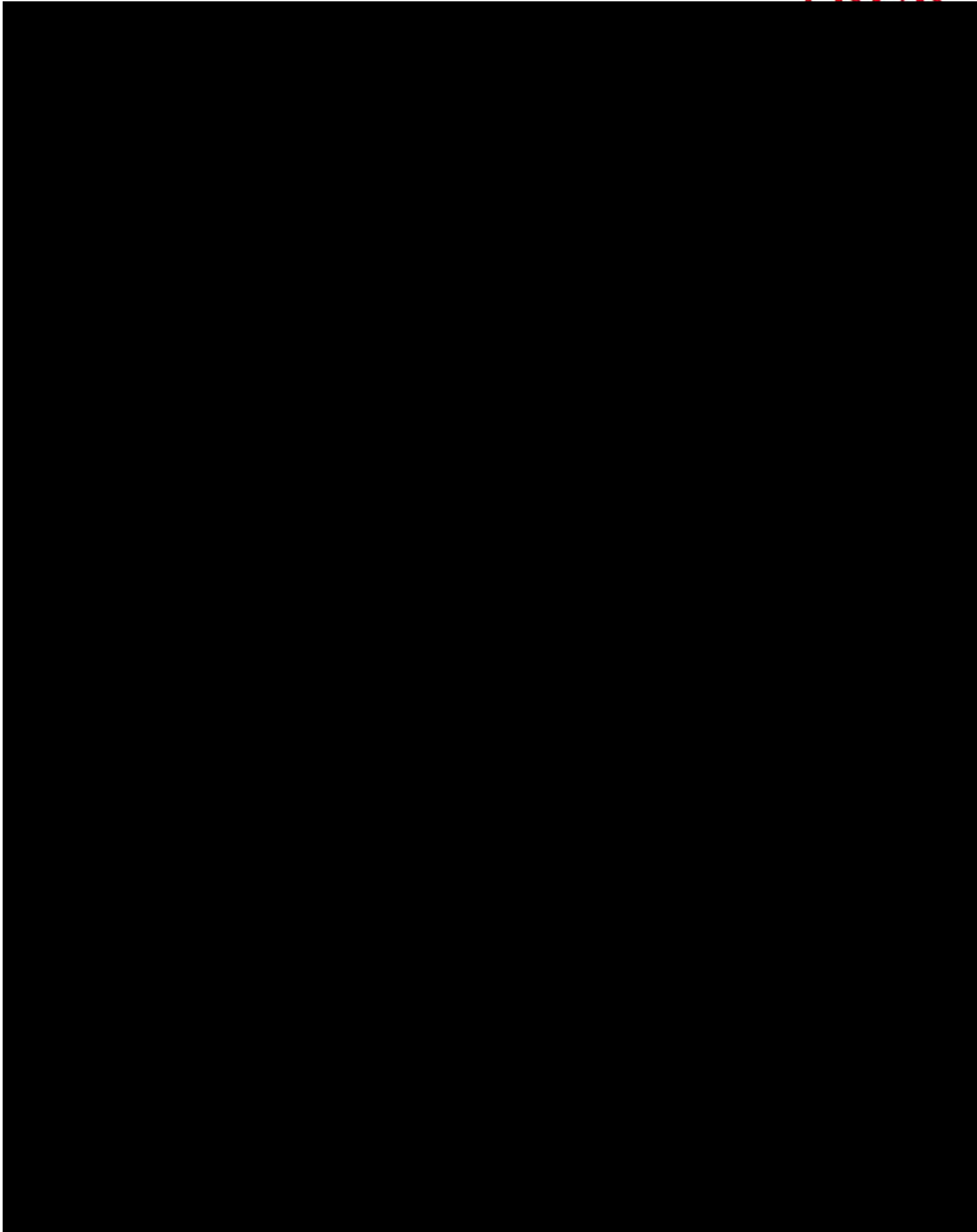


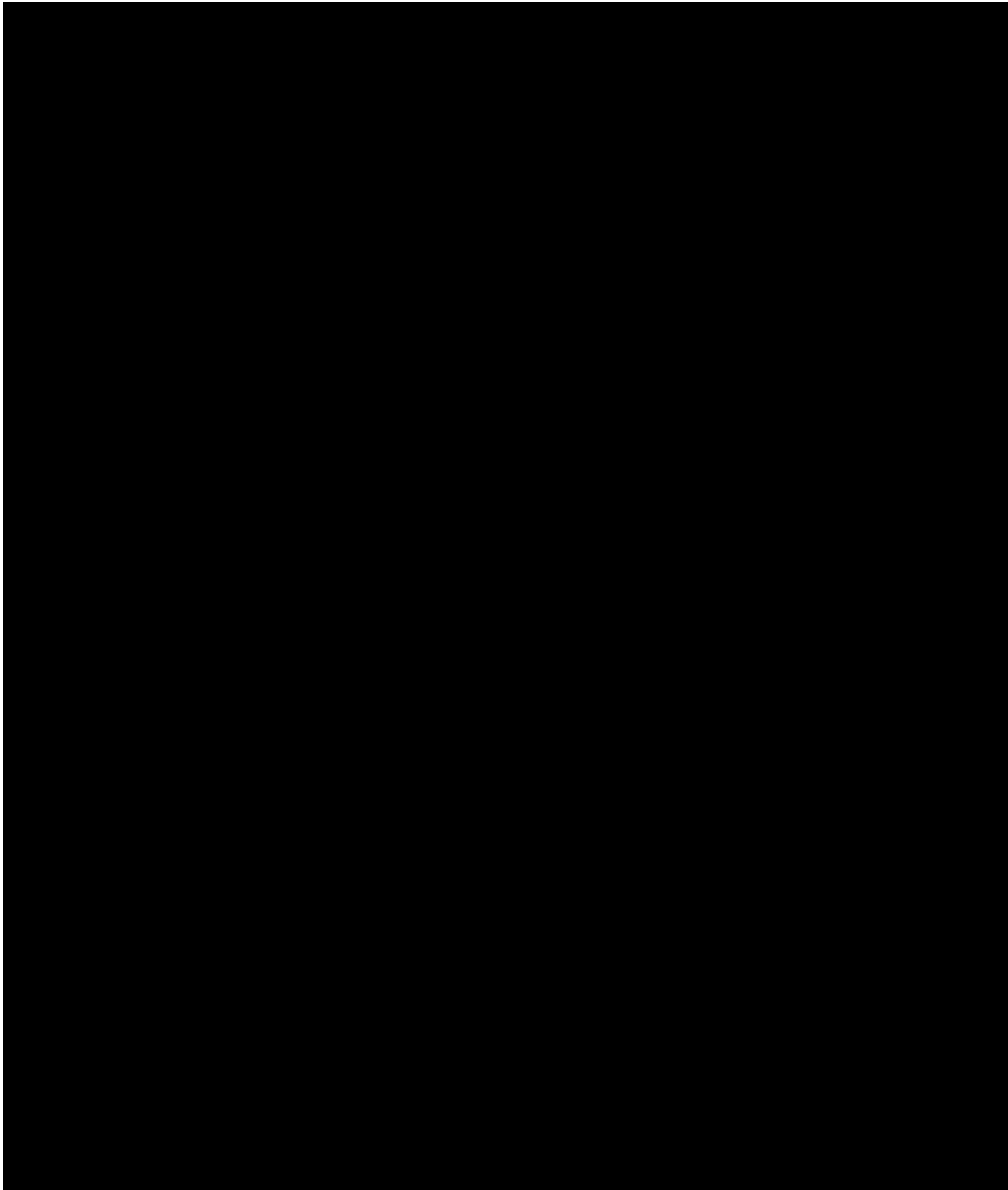


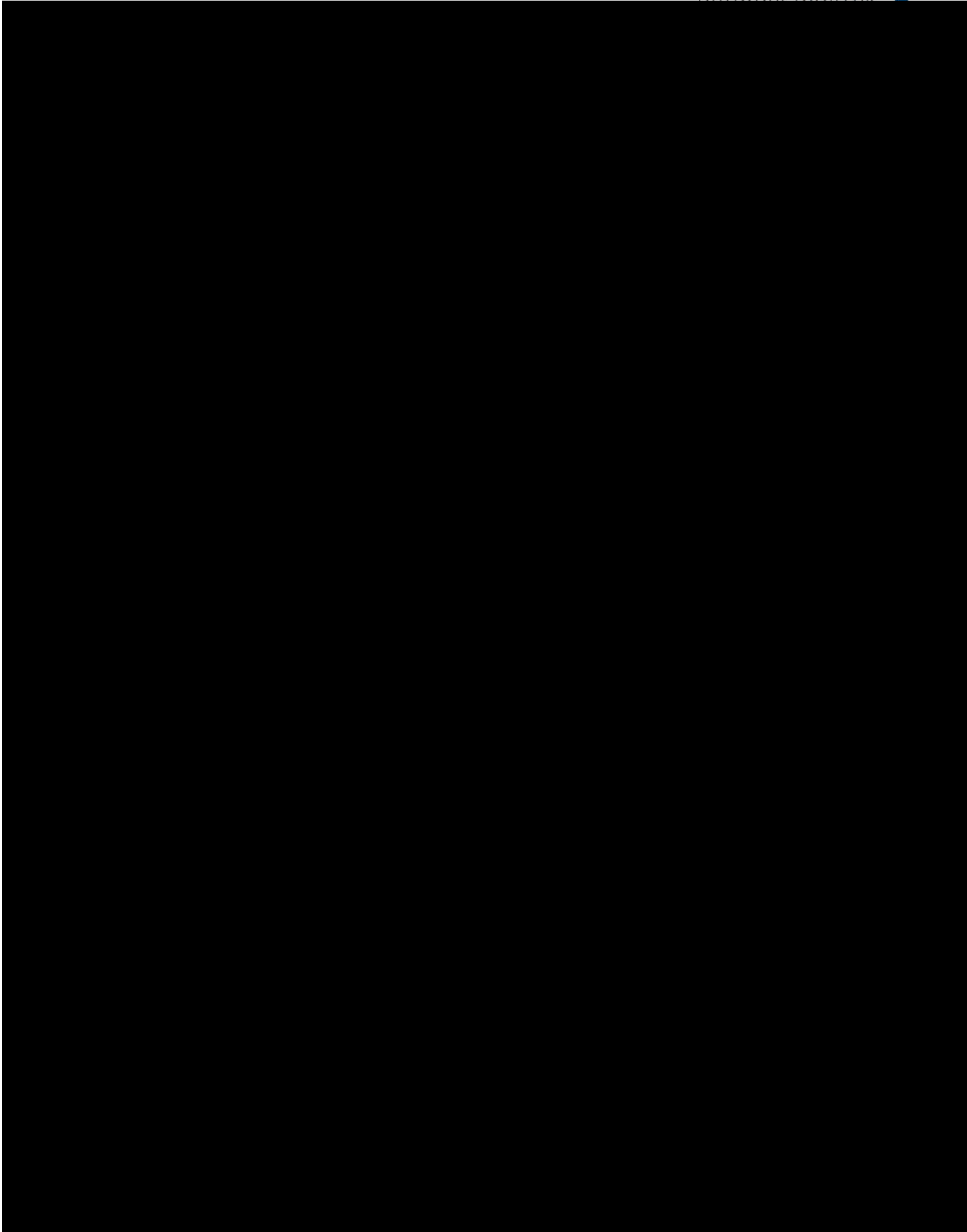




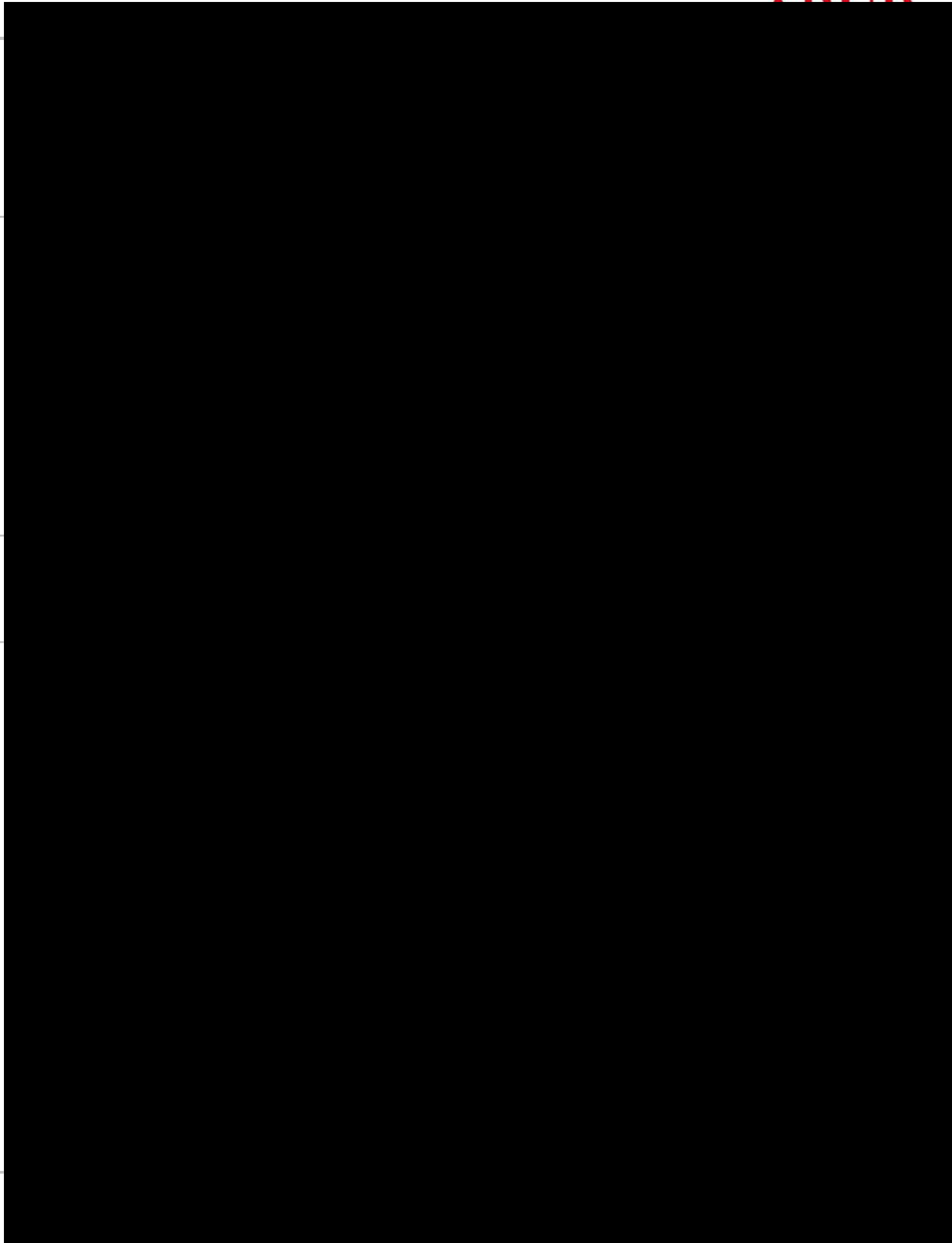
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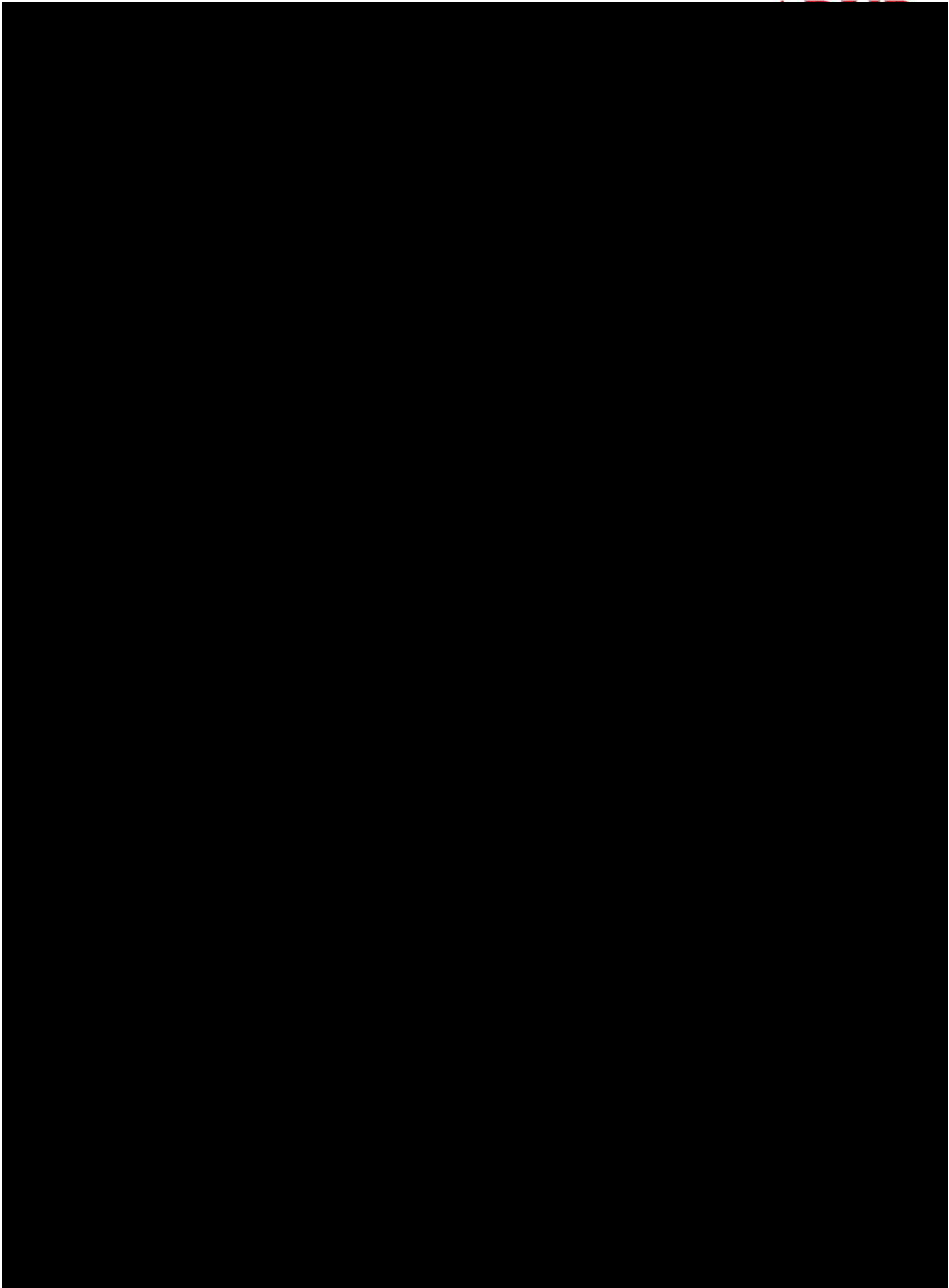




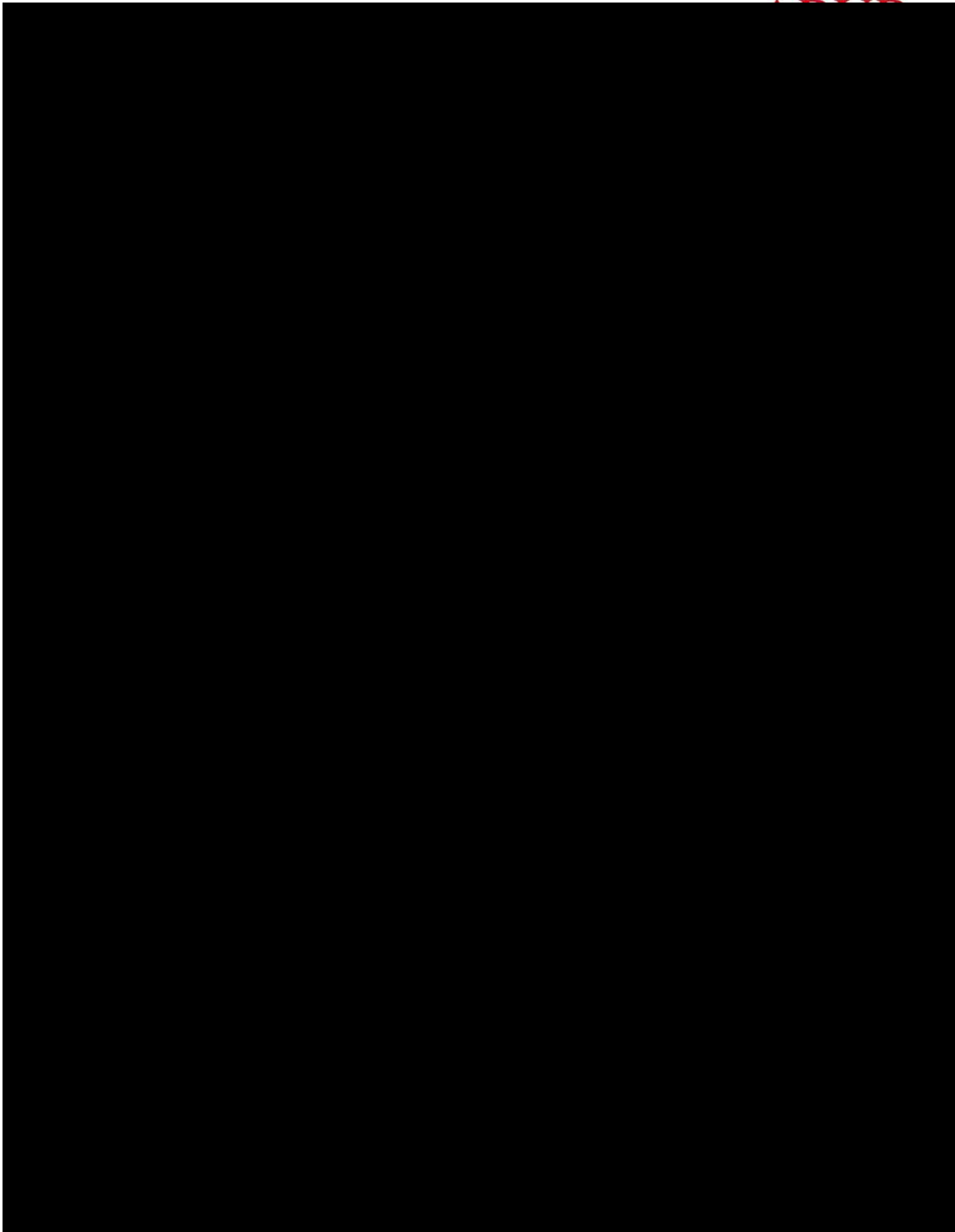


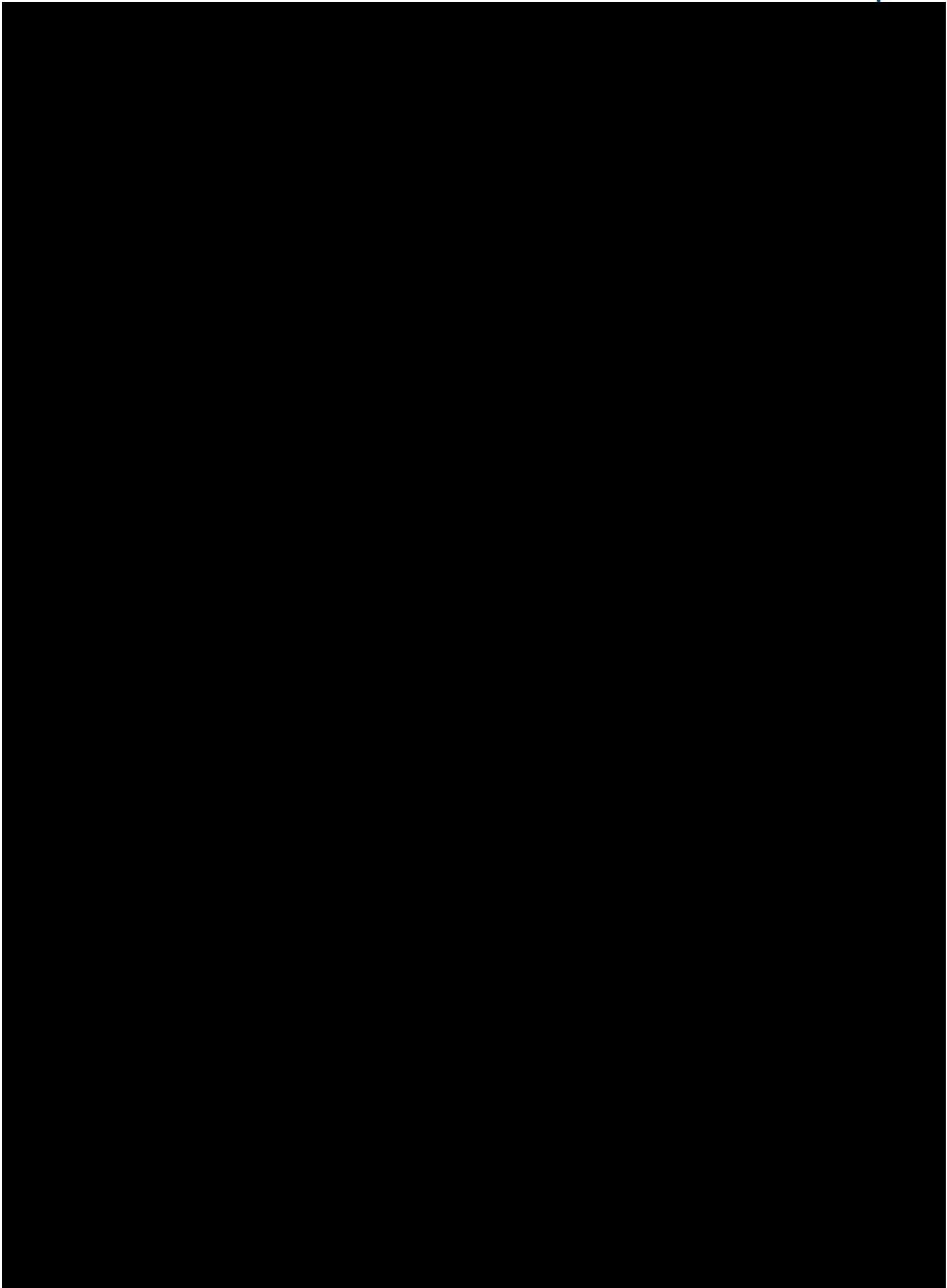
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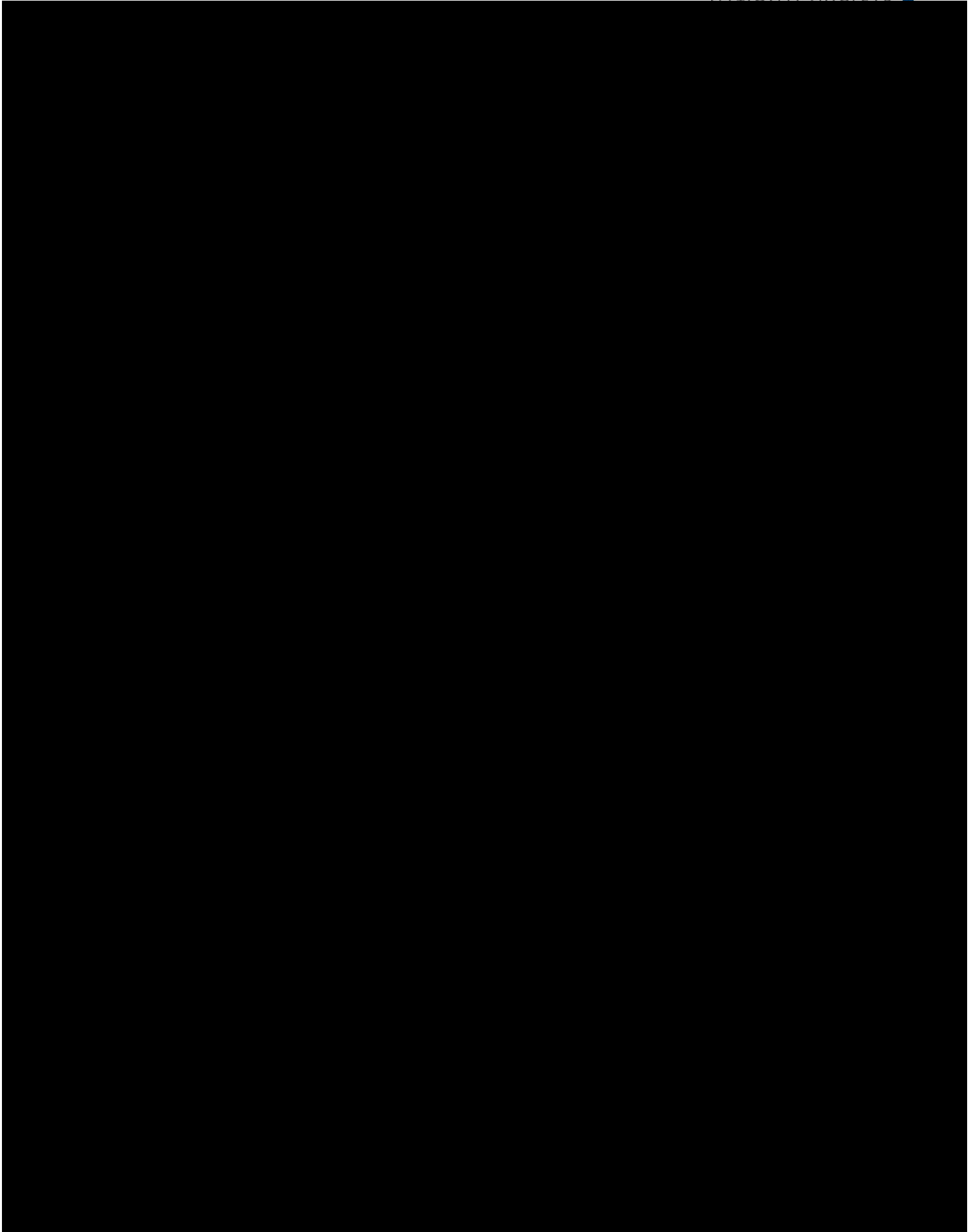


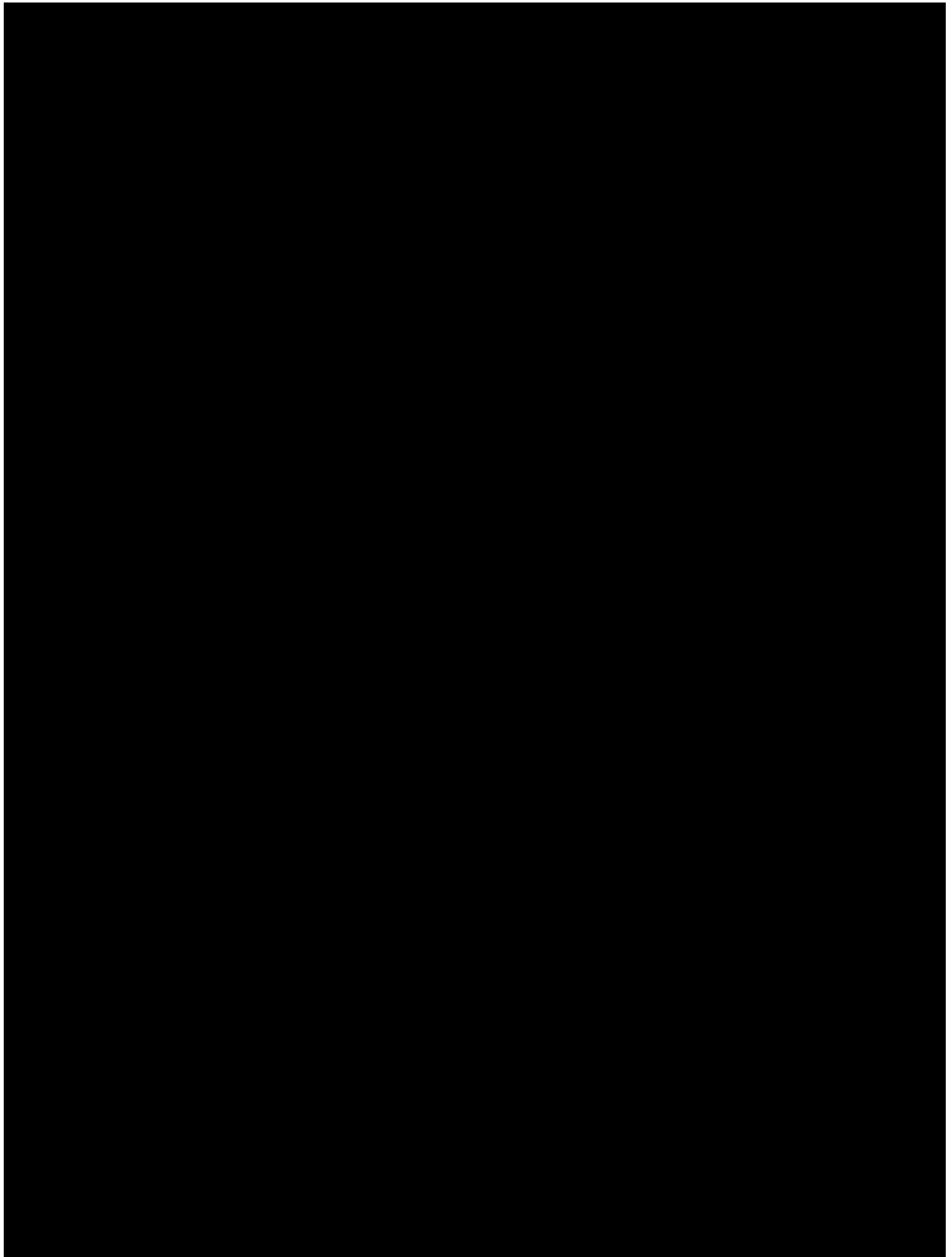


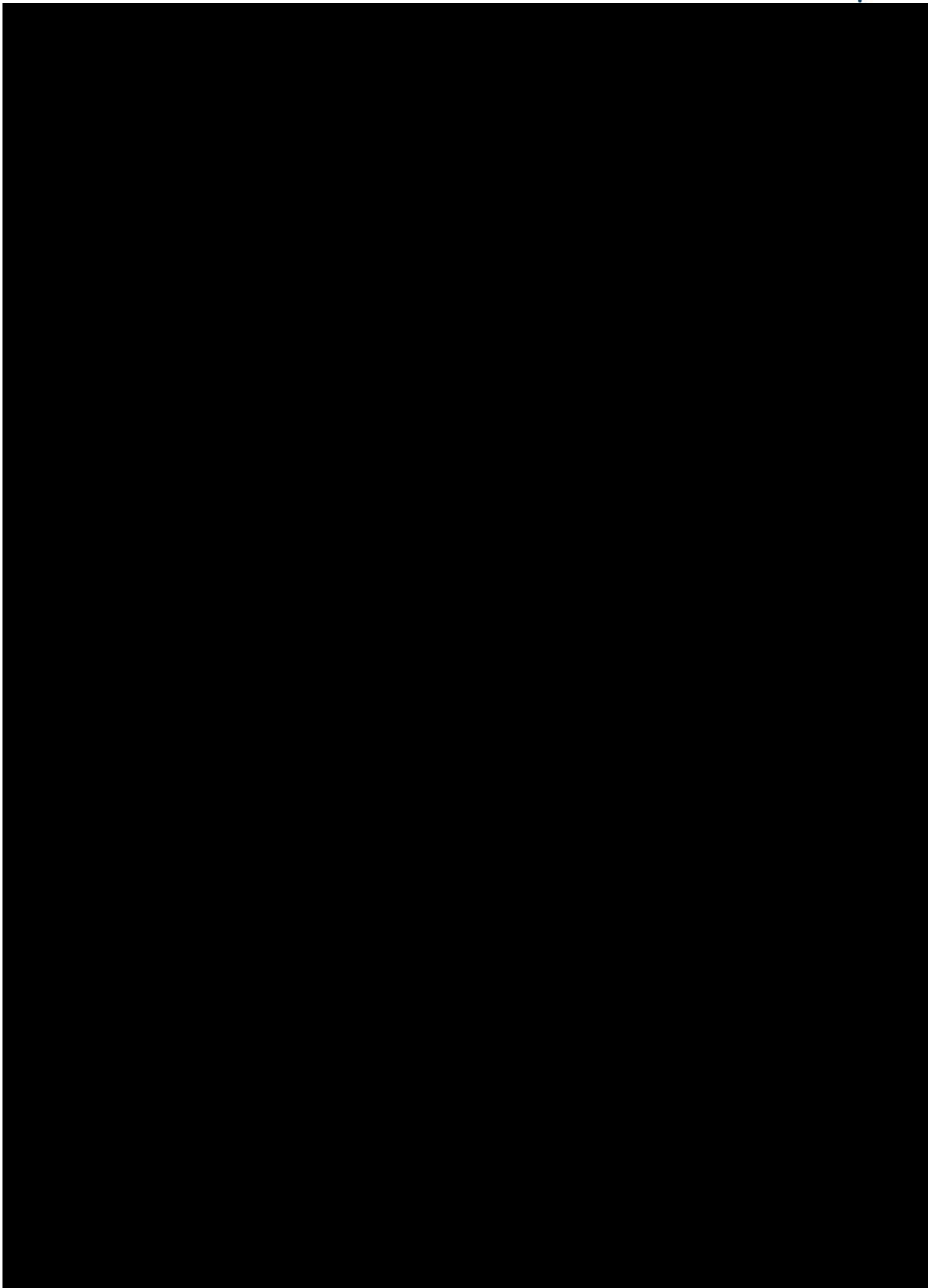
Summary CVs – Technical Experts

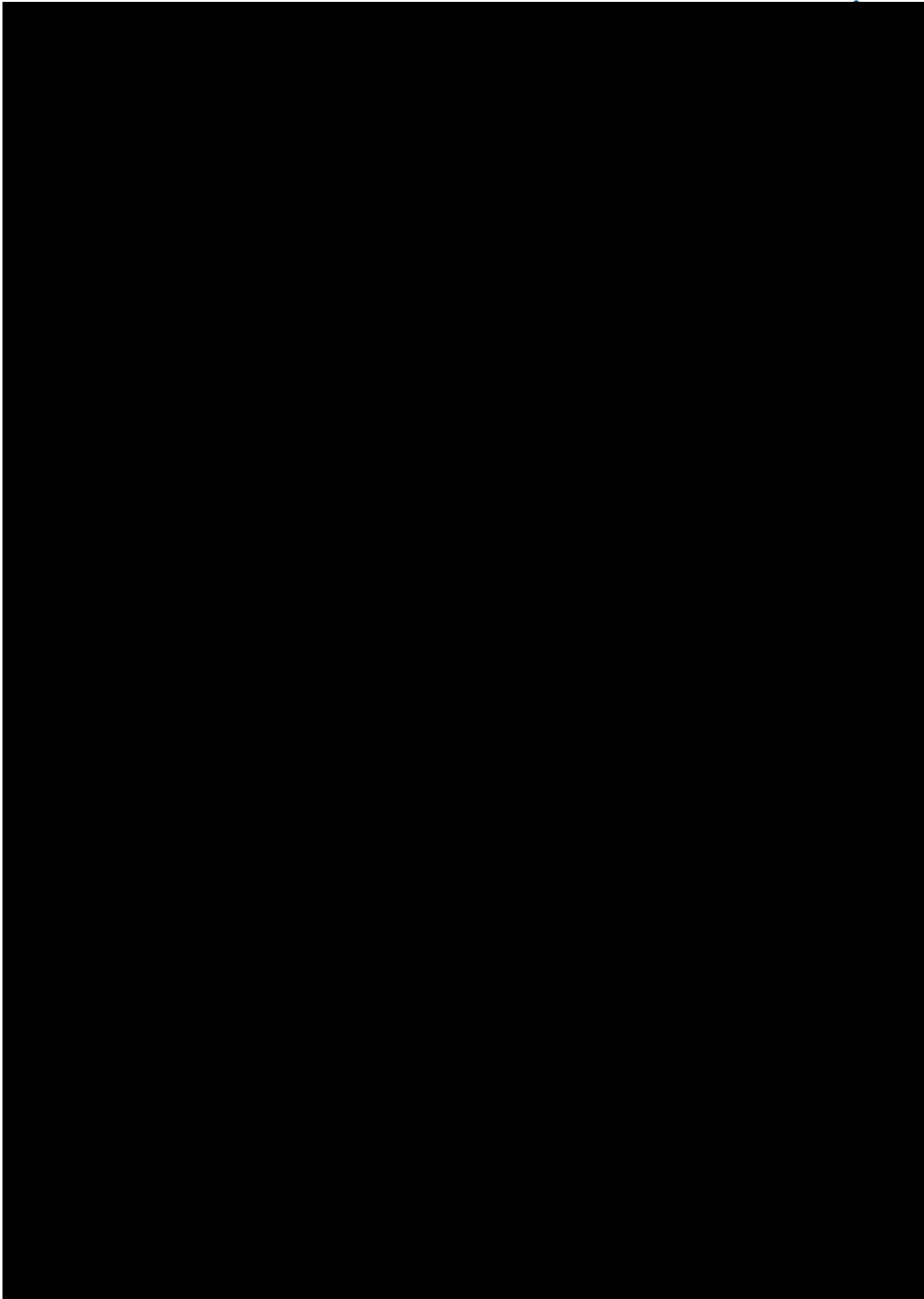


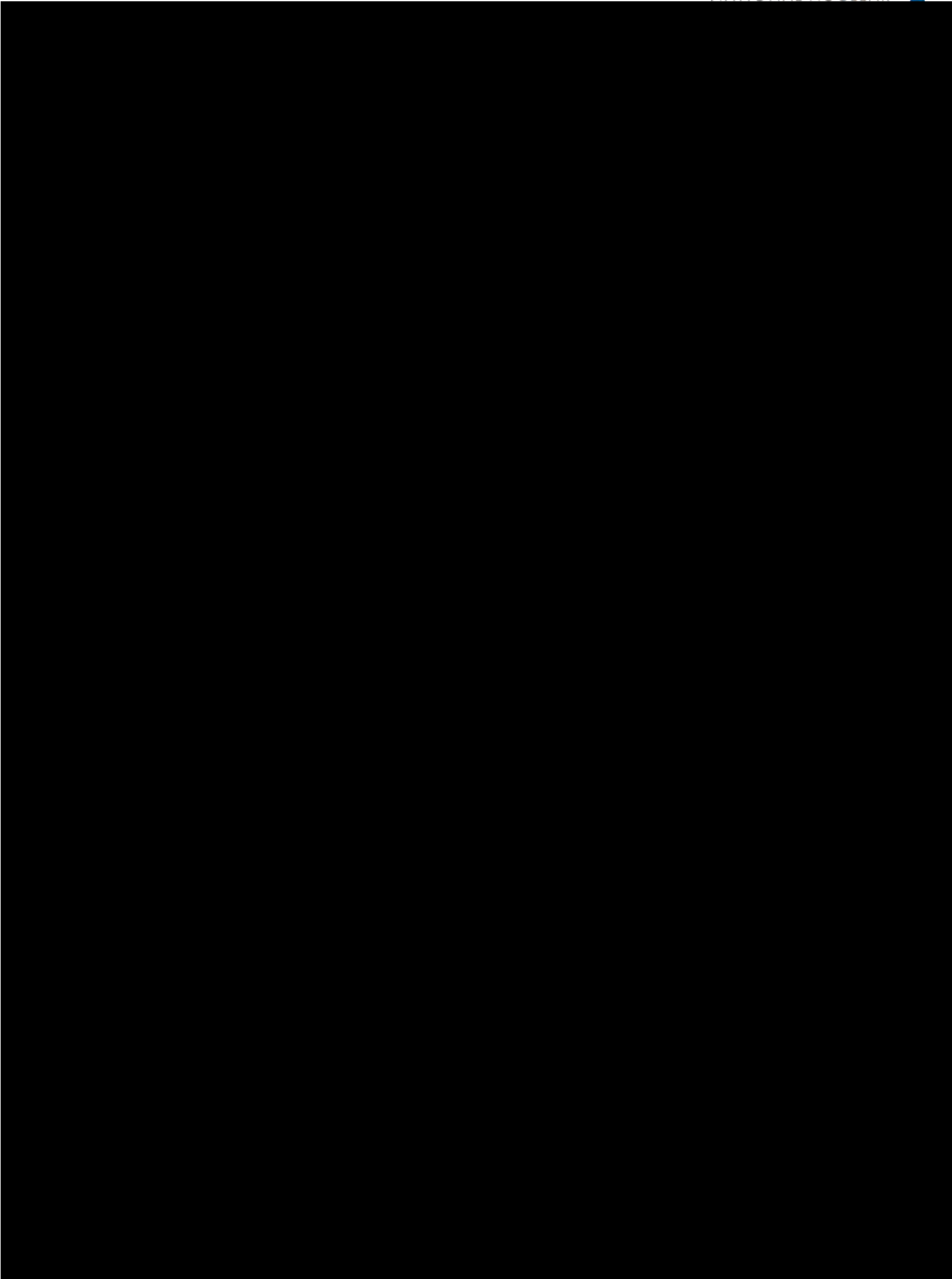


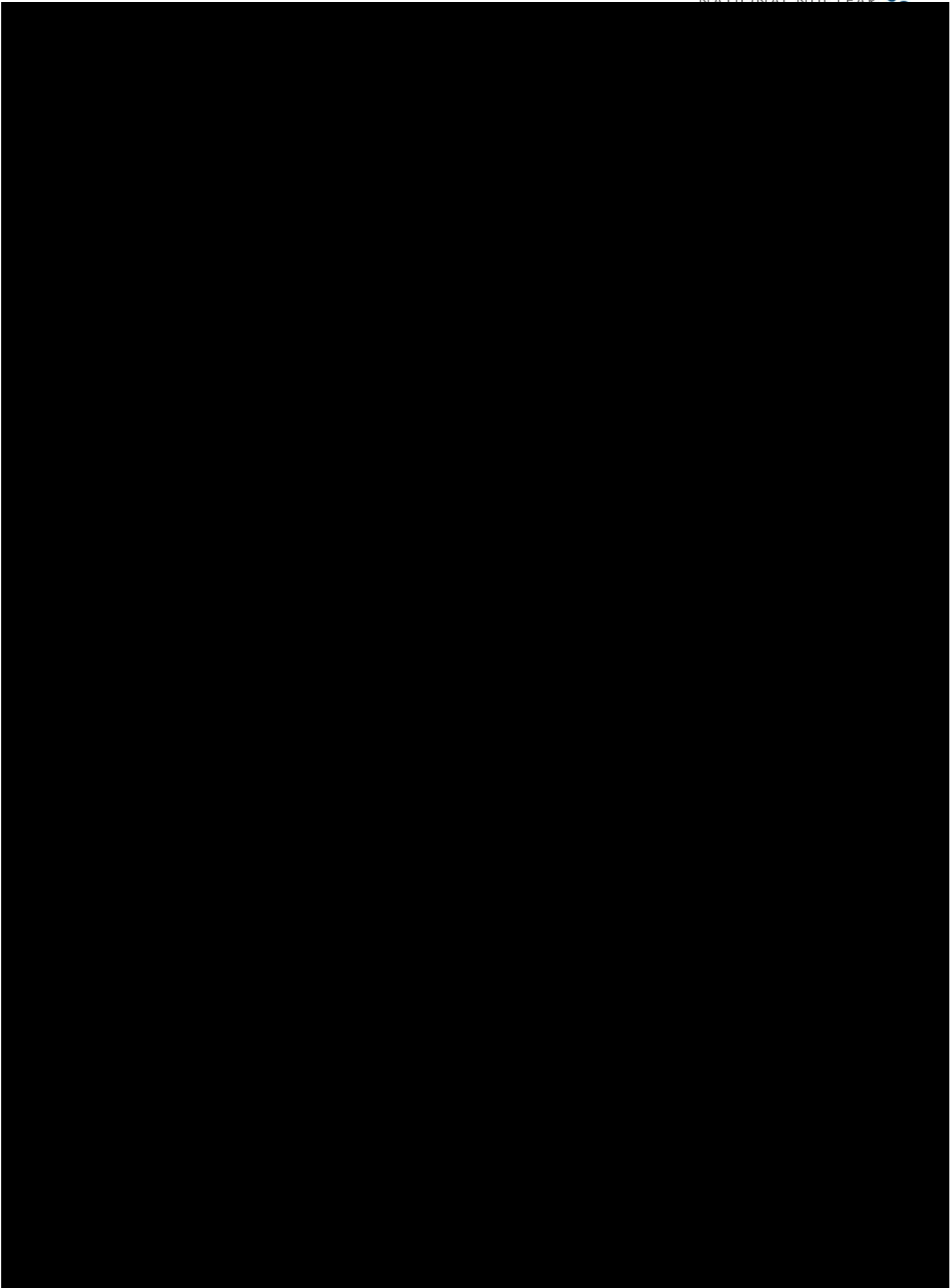


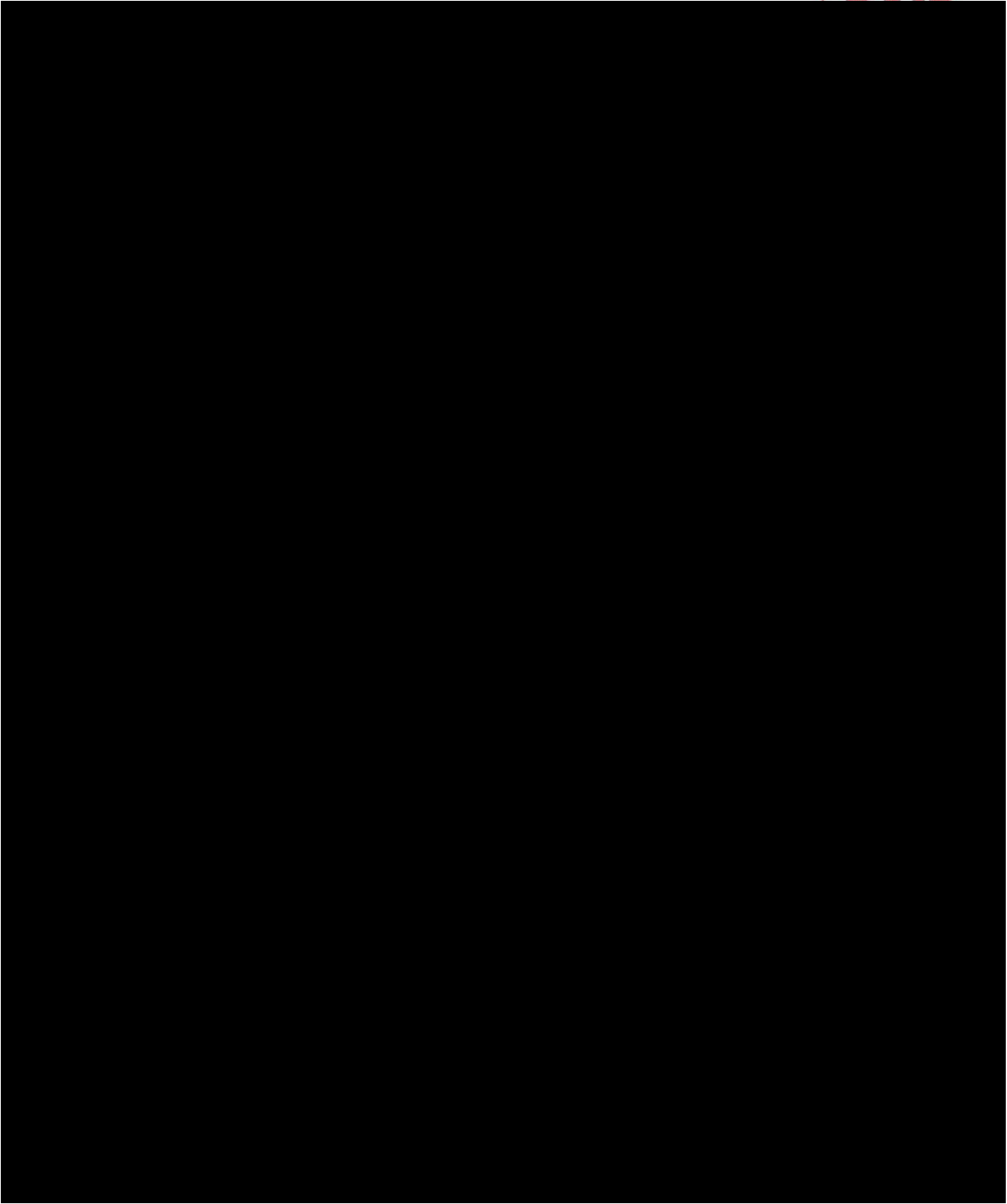




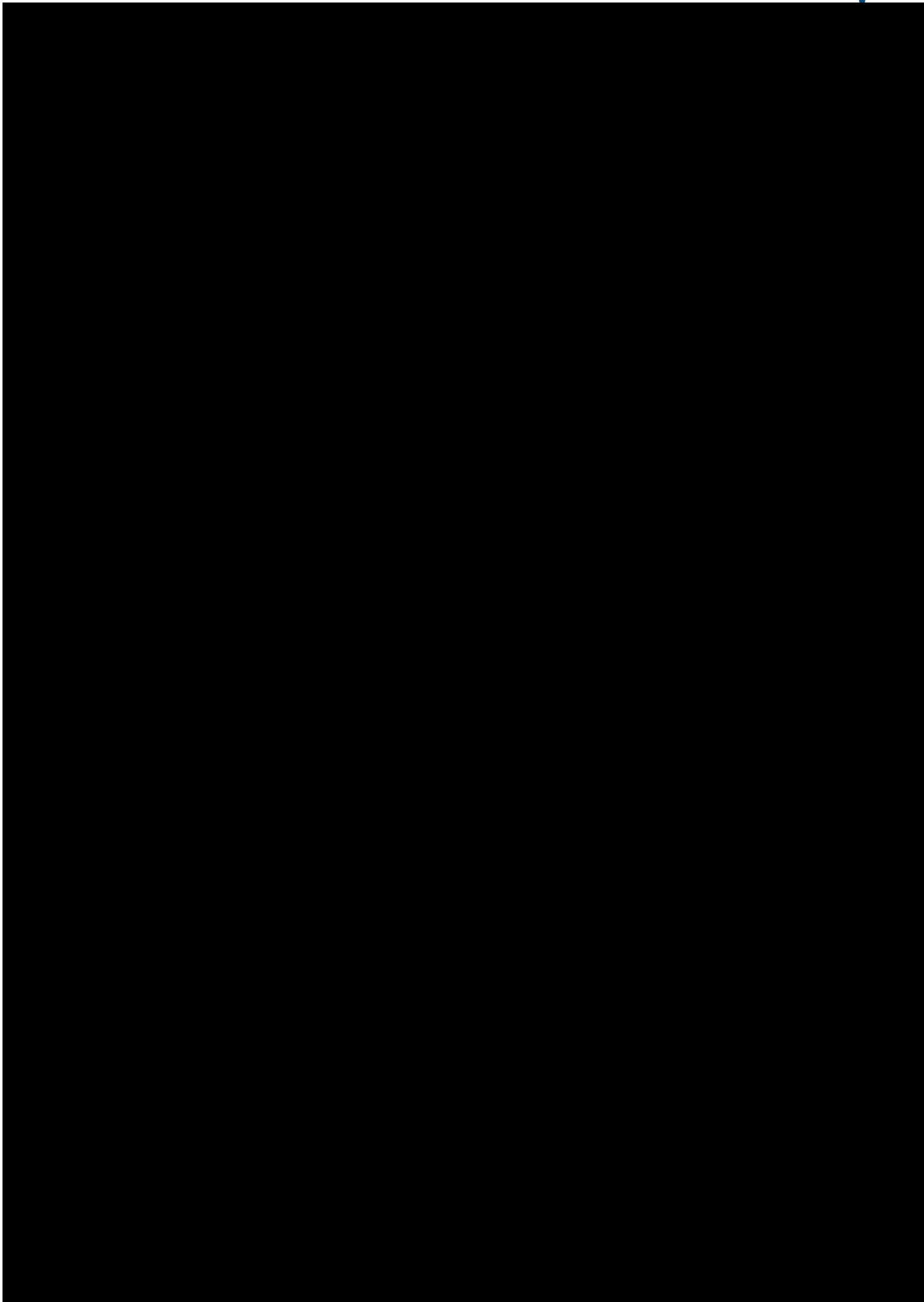


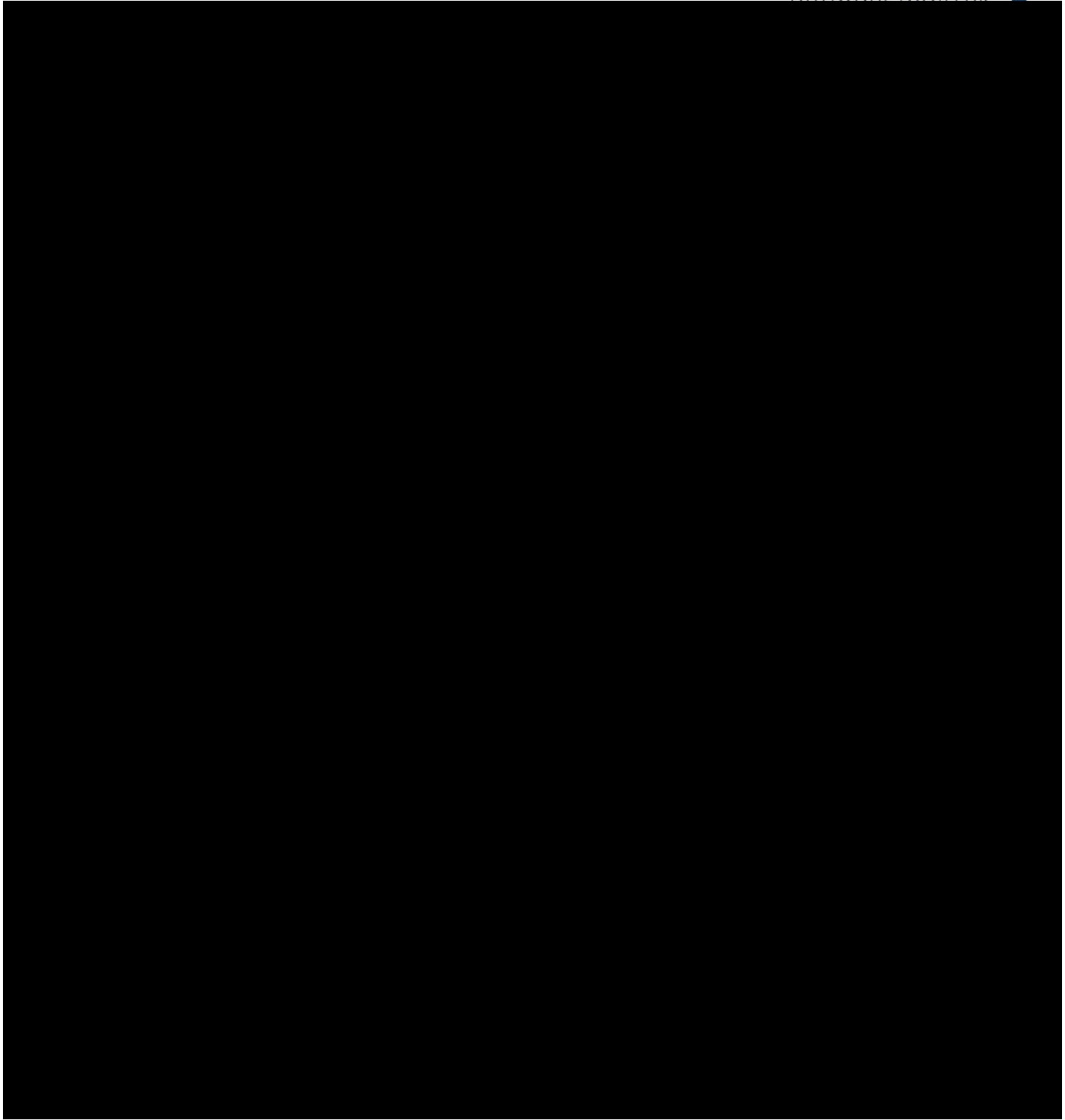














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Schedule 3 – Standard Terms and Conditions

BEIS STANDARD TERMS AND CONDITIONS OF CONTRACT FOR SERVICES

1 Definitions and Interpretations

(1) In these terms and conditions of contract for services, unless the context otherwise requires, capitalised expressions shall have the meanings set out below.

“Annex 1” means the Annex 1 (Processing, Personal Data and Data Subjects schedule) attached to the Contract Offer Letter which forms part of this Contract;

“Authority” means the Secretary of State for Business, Energy and Industrial Strategy of 1 Victoria Street, London SW1H 0ET, acting as part of the Crown;

“Authority’s Premises” premises owned, controlled or occupied by the Authority which are made available for use by the Contractor or its subcontractors for provision of the Services (or any of them);

“Charges” means the Contract Price (or parts thereof) agreed in respect of the Services, excluding Value Added Tax (as more fully detailed in Schedule 4 of the Contract Offer Letter);

“Confidential Information”: information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, activities, suppliers, products, affairs and finances of the Authority or any other department or office of her Majesty’s Government or related to or connected with the Contract or the Services including, without limitation, technical data and know-how relating to Her Majesty’s Government, the Contract or the Services or any of their suppliers, agents, management or contacts and including (but not limited to) information that the Contractor creates, develops, receives or obtains in connection with their Contract or the Services, whether or not such information (if in anything other than oral form) is marked confidential (but “Confidential Information” does not include the Contract itself and the provisions of the Contract where, or to the extent that, the Authority publishes them in the public domain);

“Consents” means all permissions, consents, approvals, certificates, permits, licenses and authorisations required for the performance of any of the Contractor's obligations under this Contract including for the avoidance of doubt environmental permits, planning permissions and obligations, consents of third parties (whether or not from a public authority or any other person whatsoever);

“Contract” means the agreement concluded between the Authority and the Contractor for the supply of Services, including without limitation the Contract Offer Letter (and Schedules thereto), Annex 1, these Standard Terms and Conditions (to the



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extent that they are not expressly excluded or modified), all specifications, plans, drawings and other documents which are incorporated into the agreement;

“Contract Offer Letter” means the offer letter that sets out inter-alia the Parties to the Contract and the key Contract terms;

“Contract Period” means the period from the commencement of this Contract to the date of expiry of this Contract set out in the Contract Offer Letter or such earlier date as this Contract is terminated in accordance with its terms;

“Contract Year” means a period of 12 consecutive months starting on the date of this Contract and each anniversary thereafter;

“Contractor” means the person who agrees to supply the Services and includes any person to whom all or part of the Contractor’s obligations are assigned pursuant to Condition 6;

“Contract Manager” means the person nominated by the Authority to manage the Contract;

“Contractor Personnel” means all directors, officers, employees, other workers, agents, consultants, persons and contractors engaged by or on behalf (whether directly or indirectly) of the Contractor and of any subcontractor (of any tier) engaged in the performance of the Contractor’s obligations under this Contract;

“Contracts Finder” means the Government’s publishing portal for public sector procurement opportunities;

“Controller” shall have the same meaning as given in the UK GDPR;

“Crown” means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales) including, but not limited to, government ministers and government departments and particular bodies, persons and government agencies;

“Data Loss Event” means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract and/or actual or potential loss and/or alteration and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;

“Data Protection Impact Assessment” means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;

“Data Protection Legislation” means:

- a. the UK GDPR and any applicable national implementing Laws as amended from time to time;
- b. the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy;
- c. all applicable Law about the processing of personal data and privacy;



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“Data Protection Officer” shall have the same meaning as given in the UK GDPR;

“Data Subject” shall have the same meaning as given in the UK GDPR;

“Data Subject Request” means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

“Default” means any breach of the obligations of the Contractor (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Contractor, of any person acting on its behalf (including subcontractors) howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Contractor is liable to the Authority;

“Deliverables” means any objectives or deliverables that are required to be provided by the Contractor as part of the Services under the Contract, or any goods ordered under the Contract including, without limitation, any documentation required to be provided;

“Existing IPR” means any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the commencement of this Contract or otherwise);

“Force Majeure” means any of the below circumstances provided that they are not within a party's reasonable control including, only:

- a. acts of God, flood, drought, earthquake or other natural disaster;
- b. epidemic or pandemic;
- c. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- d. nuclear, chemical or biological contamination or sonic boom;
- e. collapse of buildings, fire, explosion or accident; and
- f. interruption or failure of utility service.

“Government Property” means anything issued or otherwise furnished in connection with the Contract by or on behalf of the Authority, including but not limited to equipment, parts, materials, documents, papers or data issued in electronic form and any other materials;

“Health and Safety Policy” means the health and safety policy of the Authority as provided to the Contractor from time to time;

“Intellectual Property Rights” or **“IPR”** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets)



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and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“IPR Claim” means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Contractor (or to which the Contractor has provided access) to the Authority in the fulfilment of its obligations under the Contract;

“Law” means any legal provision the Contractor must comply with including any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972 (as implemented into UK law, by virtue of the European Union (Withdrawal Agreement) Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020)), regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body;

“Material Breach” means a material breach of the Contract, which, for the avoidance of doubt, shall include:

- a. the failure on the part of the Contractor to provide a Rectification Plan to the Authority within 10 Working Days of being so requested;
- b. the Contractor’s proposed Rectification Plan is rejected by the Authority in line with Conditions (4) and b; or
- c. failure to deliver on an agreed Rectification Plan;

“MI Reporting Template” means the document (included as an annex to the Contract Offer Letter) as amended in accordance with Condition 23;

“New IPR” means a) IPR in Deliverables or other items created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of the Contract and updates and amendments of these items including (but not limited to) database schema; and/or b) IPR in or arising as a result of the performance of the Contractor’s obligations under the Contract and all updates and amendments to the same; but shall not include the Contractor’s Existing IPR;

“Open Book Data” means complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Contract, including details and all assumptions relating to:

- a. the Contractor’s costs broken down against each Service and/or Deliverable, including actual capital expenditure (including capital



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replacement costs) and the unit cost and total actual costs of all Deliverables;

- b. operating expenditure relating to the provision of the Deliverables including an analysis showing:
 - i. the unit costs and quantity of goods and any other consumables and bought-in Deliverables;
 - ii. work force resources broken down into the number and grade/role of all Contractor Personnel (free of any contingency) together with a list of agreed rates against each work force grade;
 - iii. a list of costs underpinning those rates for each work force grade, being the agreed rate less the Contractor profit margin;
 - iv. and reimbursable expenses, if allowed under the Purchase Order form;
- c. overheads; and all interest, expenses and any other third-party financing costs incurred in relation to the provision of the Deliverables;
- d. the Contractor's profit achieved over the Contract period and on an annual basis;
- e. confirmation that all methods of cost apportionment and overhead allocation are consistent with and not more onerous than such methods applied generally by the Contractor;
- f. an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and
- g. the actual costs profile for each service period;

"Party" means a Party to this Contract, and "Parties" shall mean both of them;

"Personal Data" shall have the same meaning as given in the UK GDPR;

"Personal Data Breach" shall have the same meaning as given in the UK GDPR;

"Processor" shall have the same meaning as given in the UK GDPR;

"Protective Measures" means any appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;

"Purchase Order" means the document so described by the Authority to purchase the Services which makes reference to the Conditions;

"Rectification Plan" means a plan (or revised plan) by the Contractor to rectify a Default, which shall include:

- a. full details of the Default that has occurred, including a root cause analysis;
- b. the actual or anticipated effect of the Default;



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- c. the steps which the Contractor proposes to take to rectify the Default and to prevent such Default from recurring, including the Contractor's proposed timescales for such rectification;
- d. an analysis of the Contractor's ability to provide the Services and Deliverables under the Contract; and
- e. any reasonably foreseeable events that may impact on the Contractor's ability to comply with the measures contained within the Rectification Plan.

"Required Insurances" means those insurances required pursuant to Conditions 27(1) and 27(2);

"Services" means the services including the Deliverables to be supplied under the Contract;

"SME" means an enterprise falling within the category of micro, small and medium-sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises;

"Standard Terms and Conditions" means the terms and conditions contained in this document;

"Sub-Processor" means any third Party appointed to process Personal Data on behalf of the Contractor related to this Contract;

"UK GDPR" the General Data Protection Regulation (EU) 2016/679 as retained into UK law by virtue of the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019;

"VCSE" means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

"Working Day" means any day other than a Saturday, Sunday or public holiday in England and Wales.

- (2) The interpretation and construction of the Contract shall (save where context requires otherwise) be subject to the following provisions:
 - a. a reference to any statute, enactment, order, regulation or similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as subsequently amended or re-enacted;
 - b. a reference to any agreement, consent, permission or other document at a particular time shall be construed as a reference to it as it may then have been amended, restated, varied, supplemented, modified, suspended, assigned or novated;
 - c. a reference to this Contract includes any schedules or annexures to this Contract;
 - d. references in the singular shall include references in the plural and vice versa;



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- e. a reference to a “day” means a calendar day, a reference to a “month” means a calendar month and a reference to a “year” means a calendar year;
- f. the *ejusdem generis* rule shall not apply and references to “includes”, “including”, “in particular”, “other”, “otherwise” or any such similar terms shall be construed without limitation;
- g. the headings in this Contract are for ease of reference only and shall not affect the interpretation or construction of the Contract;
- h. any reference to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England from time to time including as retained, amended, extended, re-enacted or otherwise given effect on or after 11pm on 31 December 2020; and
- i. references to “person”, any person, firm, company, corporation, government (including any government department), state or agency of a state, or any association, trust or partnership.

2 Conflict

In the case of any conflict or inconsistency between these Standard Terms and Conditions and any specific terms of the Contract:

- (1) the specific term of the Contract dealing with conflicts shall determine which provision shall prevail; or
- (2) (if applicable) where there is no such specific conflicts provision in the Contract then, the specific terms of the Contract shall prevail (save that these Standard Terms and Conditions shall prevail over and above any terms, conditions or provisions set out in any Contractor’s proposals or terms and conditions provided by the Contractor).

3 Entire Agreement

The Contract constitutes the entire agreement and understanding between the Parties and supersedes all prior written and oral representations, assurances, warranties, representations, agreements or understandings between them relating to the subject matter of the Contract provided that neither Party excludes liability for fraudulent misrepresentations upon which the other Party has relied.

Subject to any liability for fraudulent misrepresentation, each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract.

4 Acts by the Authority

Any decision, act or thing which the Authority is required or authorised to take or do under the Contract may be taken or done by any person authorised, either expressly or impliedly, by the Authority to take or do that decision, act or thing.



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5 Contractor Status

Nothing in the Contract shall create or be construed as creating a partnership, joint venture, a contract of employment or relationship of employer and employee, or a relationship of principal and agent between the Authority and the Contractor. Nor shall anything in this Contract entitle the Contractor to make or enter in to any agreements or commitments for or on behalf of the other Party.

6 Assignment and Subcontracting

- (1) The Contractor shall not give, bargain, assign, transfer, mortgage, charge, delegate, declare a trust over, sell, assign, subcontract or otherwise dispose of the Contract or any part thereof without the previous agreement in writing of the Authority.
- (2) The Contractor shall not use the services of self-employed individuals in connection with the Contract without the previous agreement in writing of the Authority.
- (3) If the Contractor uses a subcontractor for the purpose of performing the Services or any part of it, the Contractor shall include in the relevant contract a provision which requires the Contractor to pay for those goods or services within 30 days of the Contractor receiving a correct invoice from the subcontractor.
- (4) Notwithstanding any subcontracting by the Contractor in accordance with this Condition 6, the Contractor shall remain responsible for all acts and omissions of its subcontractors and the acts and omissions of those employed or engaged by its subcontractors as if they were its own.
- (5) The Authority shall be entitled to assign any or all of its rights under the Contract to any “contracting authority” as defined in Regulation 2(1) of the Public Contracts Regulations 2015.
- (6) Where the Authority notifies the Contractor that it estimates the Charges payable under this Contract are due to exceed £5 million in one or more Contract Years the Contractor shall:
 - a. subject to Condition (9), advertise on Contracts Finder all subcontract opportunities arising from or in connection with the provision of the Goods and/or Services and/or Works above a minimum threshold of £25,000 that arise during the Contract Period;
 - b. within 90 days of awarding a subcontract to a subcontractor, update the notice on Contracts Finder with details of the successful subcontractor;
 - c. monitor the number, type and value of the subcontract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;



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- d. provide reports on the information in Condition (6)c to the Authority in the format and frequency as reasonably specified by the Authority; and
 - e. promote Contracts Finder to its Contractors and encourage those organisations to register on Contracts Finder.
- (7) Each advert referred to in Condition (6)a above shall provide a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Contracts Finder by the Contractor.
- (8) The obligation in Condition (6)a shall only apply in respect of subcontract opportunities arising after the date of the commencement of the Contract.
- (9) Notwithstanding Condition (6), the Authority may, by giving its prior written approval, agree that a subcontract opportunity is not required to be advertised on Contracts Finder.

7 Amendments and Variations

No amendment or variation to the terms of the Contract shall be valid unless agreed in writing between the Authority and the Contractor.

8 Information Confidential to the Contractor

- (1) Unless agreed expressly by both Parties:
- a. in writing; and
 - b. in a confidentiality agreement identifying the relevant information, information obtained by the Authority from the Contractor shall not constitute confidential information relating to the Contractor.
- (2) Where any information held by the Authority does constitute confidential information relating to the Contractor, the Authority shall nonetheless have the right to disclose that information:
- a. on a confidential basis to any other government department or agency for any proper purpose of the Authority or of that department or agency;
 - b. to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - c. to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
 - d. to report a suspected criminal offence to the police or any law enforcement agency or co-operating with the police or any law enforcement agency regarding a criminal investigation or prosecution;
 - e. to comply with an order from a court or tribunal to disclose or give evidence;
 - f. to make a disclosure required by law or required by HMRC, a regulator, ombudsman or other supervisory authority;
 - g. on a confidential basis to a professional adviser, consultant, Contractor or other person engaged by any of the entities described in Condition (2)a



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(including any benchmarking organisation) for any purpose relating to or connected with the Contract or the Services;

- h. on a confidential basis for the purpose of the exercise of its rights under the Contract; or
- i. on a confidential basis to a proposed successor body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract.

(3) For the purpose of clause (2) of this Condition, references to disclosure on a confidential basis mean disclosure subject to a confidentiality agreement.

9 Transparency

- (1) In order to comply with the Government's policy on transparency in the areas of procurement and contracts, the Authority will, subject to Conditions 0 and (3), publish the Contract and the tender documents issued by the Authority which led to its creation on a designated web site.
- (2) The entire Contract and all the tender documents issued by the Authority will be published on that web site save where the Authority, in its absolute discretion, considers that the relevant documents, or their contents, would be exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 ("FOIA").
- (3) Where the Authority considers that any such exemption applies, the Authority will redact the relevant documents to the extent that the Authority considers the redaction is necessary to remove or obscure the relevant material, and those documents will be published on the designated web site subject to those redactions.
- (4) Where the Parties later agree changes to the contract, the Authority will publish those changes, and will consider any redaction, on the same basis.
- (5) In Condition 9, the expression "tender documents" means the advertisement issued by the Authority seeking expressions of interest, the pre-qualification questionnaire and the invitation to tender and the contract includes the Contractor's proposal.

10 Confidentiality

- (1) The Contractor agrees not to disclose any Confidential Information to any third party without the prior written consent of the Authority. To the extent that it is necessary for the Contractor to disclose Confidential Information to its staff, agents and subcontractors, the Contractor shall ensure that such staff, agents and subcontractors are subject to the same obligations as the Contractor in respect of all Confidential Information.
- (2) Condition (1) shall not apply to information which:



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- a. is or becomes public knowledge (otherwise than by breach of these Conditions or a breach of an obligation of confidentiality);
 - b. is in the possession of the Contractor, without restriction as to its disclosure, before receiving it from the Authority or any other department or office of Her Majesty's Government;
 - c. is required by law to be disclosed;
 - d. was independently developed by the Contractor without access to the Confidential Information.
- (3) The obligations contained in this Condition shall continue to apply after the expiry or termination of the Contract.
- (4) The Contractor shall comply with any security requirements and instructions issued by the Authority in relation to any document classified as “Official – Sensitive”, “Confidential”, “Secret” or “Top Secret”.
- (5) The Contractor shall not communicate with representatives of the general or technical press, radio, television or other communications media, with regard to the Contract, unless previously agreed in writing with the Authority.
- (6) Except with the prior consent in writing of the Authority, the Contractor shall not make use of the Contract or any Confidential Information otherwise than for the purposes of carrying out the Services.

11 Freedom of Information

- (1) The Contractor acknowledges that the Authority is subject to the requirements of FOIA and the Environmental Information Regulations SI 2004 No. 3391 (“**EIR**”) and shall provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and the EIRs.
- (2) In this Condition:
- “**Information**” has the meaning ascribed to it in section 84 of the FOIA (and also includes “environmental information” as defined in the EIR;
- “**Request for Information**” has the meaning ascribed to it in section 8 of the FOIA, or means any request for environmental information to which the EIR applies or any apparent request for information or environmental information under the FOIA or EIR.
- (3) The Contractor shall (and shall procure that its subcontractors shall):
- a. transfer any Request for Information to the Authority as soon as practicable after receipt and in any event within two Working Days;
 - b. provide the Authority with a copy of all Information in its possession or power in the form that the Authority requires within five Working Days



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- (or such other period as the Authority may specify) of the Authority requesting that Information; and
- c. provide all necessary assistance as reasonably requested by the Authority to enable it to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.
- (4) The Authority shall be responsible for determining, at its absolute discretion, whether any Information:
- a. is exempt from disclosure in accordance with the provisions of the FOA or the EIR;
 - b. is to be disclosed in response to a Request for Information.
- (5) In no event shall the Contractor respond directly to a Request of Information unless expressly authorised to do so in writing by the Authority.
- (6) The Contractor acknowledges that the Authority may, acting in accordance with the Freedom of Information Code of Practice (issued under section 45 of the FOIA in July 2018), be obliged under the FOIA or the EIR to disclose Information unless an exemption applies. The Authority may at its discretion consult the Contractor with regard to whether the FOIA applies to the Information and whether an exemption applies.
- (7) The Contractor shall ensure that all Information produced in the course of the Contract or relating to the Contract is retained for disclosure in accordance with law and shall permit the Authority to inspect such records as requested from time to time.
- (8) The Contractor acknowledges that any lists or schedules provided by it outlining information it deems confidential or commercially sensitive are of indicative value only and that the Authority may nevertheless be obliged to disclose information which the Contractor considers confidential in accordance with Conditions (4) and (6).

12 Data Protection

- (1) The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor. The only processing that the Contractor is authorised to do is listed in Annex 1 of this Contract by the Authority and may not be determined by the Contractor.
- (2) The Contractor shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.
- (3) The Contractor shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing



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any processing. Such assistance may, at the discretion of the Authority, include:

- a. a systematic description of the envisaged processing operations and the purpose of the processing;
- b. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- c. an assessment of the risks to the rights and freedoms of Data Subjects; and
- d. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

(4) The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

- a. process that Personal Data only in accordance with Annex 1, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;
- b. ensure that it has in place Protective Measures, as appropriate to protect against a Data Loss Event, which the Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the Protective Measures), having taken account of the:
 - i. nature of the data to be protected;
 - ii. harm that might result from a Data Loss Event;
 - iii. state of technological development; and
 - iv. cost of implementing any measures;

The review and approval of the Protective Measures by the Authority shall not relieve the Contractor of its obligations under the Data Protection Legislation, and the Contractor acknowledges that it is solely responsible for determining whether such Protective Measures are sufficient for it to have met its obligations under the Data Protection Legislation.

- c. ensure that:
 - i. the Contractor Personnel do not process Personal Data except in accordance with this Contract and in particular Annex 1;
 - ii. it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:
 - 1. are aware of and comply with the Contractor's duties under this Condition;
 - 2. are subject to appropriate confidentiality undertakings with the Contractor or any Sub-Processor;
 - 3. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in



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- writing to do so by the Authority or as otherwise permitted by this Contract; and
4. have undergone adequate training in the use, care, protection and handling of Personal Data;
- d. not transfer Personal Data outside of the UK unless the prior written consent of the Authority has been obtained and provided the following conditions are fulfilled:
- i. the Authority or the Contractor has provided appropriate safeguards in relation to the transfer in accordance with guidance issued by the UK Government or body appointed by the Government and approved by the Authority;
 - ii. the Data Subject has enforceable rights and effective legal remedies;
 - iii. the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and
 - iv. the Contractor complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data.
- (5) Subject to clause (6) below, the Contractor shall notify the Authority immediately if it:
- a. receives a Data Subject Request (or purported Data Subject Request);
 - b. receives a request to rectify, block or erase any Personal Data;
 - c. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - d. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - e. receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - f. becomes aware of a Data Loss Event.
- (6) The Contractor's obligation to notify under clause (5) of this Condition shall include the provision of further information to the Authority in phases, as details become available.
- (7) Taking into account the nature of the processing, the Contractor shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Condition (5) (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:



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- a. the Authority with full details and copies of the complaint, communication or request;
 - b. such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - c. the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
 - d. assistance as requested by the Authority following any Data Loss Event; and
 - e. assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.
- (8) The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this Condition. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
 - a. the Authority determines that the processing is not occasional;
 - b. the Authority determines the processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; and
 - c. the Authority determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- (9) The Contractor shall allow for audits of its Data Processing activity by the Authority or the Authority's designated auditor.
- (10) The Contractor shall designate a Data Protection Officer if required by the Data Protection Legislation.
- (11) Before allowing any Sub-Processor to process any Personal Data related to this Contract, the Contractor must:
 - a. notify the Authority in writing of the intended Sub-Processor and processing;
 - b. obtain the written consent of the Authority;
 - c. enter into a written agreement with the Sub-Processor which give effect to the terms set out in this Condition 12 such that they apply to the Sub-Processor; and
 - d. provide the Authority with such information regarding the Sub-Processor as the Authority may reasonably require.
- (12) The Contractor shall remain fully liable for all acts or omissions of any of its Sub-Processors.
- (13) The Authority may, at any time on not less than 30 Working Days' notice, revise this Condition 12 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable



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certification scheme (which shall apply when incorporated by attachment to this Contract).

- (14) The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Working Days' notice to the Contractor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- (15) If the Contractor fails to comply with any provision of this Condition 12, the Authority may terminate the Contract immediately in which event the provisions of Condition 33 shall apply.
- (16) The Contractor shall indemnify and keep indemnified the Authority against all claims and proceedings, and all costs and expenses incurred by it in connection therewith, made or brought against the Authority by any person in respect of the Data Protection Legislation or equivalent applicable legislation in any other country which claims would not have arisen but for some act, omission, misrepresentation or negligence on the part of the Contractor, its subcontractors and/or its Sub-Processors and hold it harmless against all costs, fines, losses and liability whatsoever incurred by it arising out of any action or inaction on its part in relation to any of its obligations as set out in this Contract which results in the Authority being in breach of its obligations under the Data Protection Legislation or equivalent applicable legislation in any other country.
- (17) Upon expiry or earlier termination of this Contract for whatever reason, the Contractor shall, unless otherwise specified in Annex 1 or required by Law, immediately cease any processing of the Personal Data on the Authority's behalf and at the written direction of the Authority:
 - a. provide the Authority with a complete and uncorrupted version of the Personal Data in electronic form (or such other format as reasonably required by the Authority); and
 - b. delete the Personal Data (and any copies of it) including from any computers, storage devices and storage media that are to be retained by the Contractor after the expiry of the Contract. The Contractor will certify to the Authority that it has completed such deletion.
- (18) Where the Contractor is required to collect any Personal Data on behalf of the Authority, it shall ensure that it provides the relevant Data Subjects from whom the Personal Data are collected with a privacy notice in a form to be agreed with the Authority.

13 Bribery and Corruption

- (1) The Contractor shall not, and shall ensure that its Contractor Personnel do not:
 - a. offer or promise, to any person employed or engaged by or on behalf of the Authority, any financial or other advantage as an inducement or



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reward for the improper performance of a function or activity, or for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Authority;

- b. agree to receive or accept any financial or other advantage as an inducement or reward for any improper performance of a function or activity in relation to this Contract or any other contract with the Authority; or
- c. enter into the Contract or any other contract with the Authority or any other department or office of Her Majesty's Government in connection with which commission has been paid, or agreed to be paid by the Contractor or on the Contractor's behalf, or to the Contractor's knowledge, unless, before the Contract is made, particulars of any such commission and the terms and conditions of any agreement for the payment thereof, have been disclosed in writing to any person duly authorised by the Authority to act as its representative for the purpose of this Condition.

(2) Nothing contained in this Condition shall prevent the Contractor paying such commission or bonuses to the Contractor's own staff in accordance with their agreed contracts of employment.

(3) Any breach of this Condition by the Contractor, or by any person employed or engaged by the Contractor or acting on the Contractor's behalf (whether with or without the Contractor's knowledge), or any act or omission by the Contractor, or by such other person, in contravention of the Bribery Act 2010 or any other anti-corruption law, in relation to this Contract or any other contract with the Authority, shall entitle the Authority to terminate the Contract with immediate effect by notice in writing and to recover from the Contractor the amount of any loss resulting from such termination, and the amount of the value of any such gift, consideration or commission as the Authority shall think fit.

- (4) In any dispute, difference or question arising in respect of:
- a. the interpretation of this Condition (except so far as the same may relate to the amount recoverable from the Contractor under clause (2) of this Condition in respect of any loss resulting from such determination of the Contract); or
 - b. the right of the Authority to determine the Contract; or
 - c. the amount or value of any gift, consideration or commission,

the decision of the Authority shall be final and conclusive.

14 Official Secrets

The Contractor's attention is drawn to the provisions of the Official Secrets Acts 1911 to 1989. The Contractor shall take all reasonable steps by display of notices or by other appropriate means to ensure that all persons employed in connection with the



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Contract have notice that these statutory provisions apply to them and will continue so to apply after the expiry or early termination of the Contract.

15 Contractor's Personnel

- (1) The Authority reserves the right to refuse to admit to the Authority's Premises any person employed or engaged by the Contractor or its subcontractors, whose admission would be undesirable in the opinion (and at the discretion) of the Authority.
- (2) If and when requested by the Authority, the Contractor shall provide a list of the names and addresses of all persons who may at any time require admission (in connection with the performance of the Services) to the Authority's Premises, specifying the role in which each such person is concerned with the Contractor and giving such other particulars as the Authority may require.
- (3) If and when requested by the Authority, the Contractor shall procure from each person identified by the request, a signed statement that they understand that the Official Secrets Acts 1911 to 1989 applies to them both during the carrying out and after expiry or termination of the Contract and that they will comply with the provisions of the Official Secrets Acts 1911 to 1989 in so far as they apply to the work/Services they are performing under the Contract.
- (4) If and when requested by the Authority the Contractor agrees that it will submit any person employed or engaged by the Contractor or its subcontractors to the Authority's security vetting procedure. The Contractor further agrees that any individual who refuses to submit to such vetting procedure or does not attain the clearance required by the Authority, will not carry out any work/Services on the Contract which the Authority certifies as suitable only for people who have passed its security vetting procedure.
- (5) If the Contractor fails to comply with clauses (1), (2) or (3) of this Condition and the Authority decides that such failure is prejudicial to its interests, the Authority may immediately terminate the Contract by notice in writing to the Contractor, provided that such termination shall be without prejudice to any accrued rights of, or to any rights that shall accrue thereafter to, the Authority.
- (6) No action of the Authority under this Condition shall entitle the Contractor to any additional costs or charges (this includes any requirement of the Authority to replace any personnel). Further no action of the Authority under this Condition shall entitle the Contractor to any relief in respect of its obligations under this Contract.
- (7) The Contractor's attention is drawn to the provisions of the Official Secrets Acts 1911 to 1989. The Contractor shall take all reasonable steps by display of notices or by other appropriate means to ensure that all persons employed in



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connection with the Contract have notice that these statutory provisions apply to them and will continue so to apply after the expiry or early termination of the Contract.

16 Government Property

- (1) All Government Property shall remain the property of the Authority and shall be used in the execution of the Contract and for no other purpose whatsoever except with the prior agreement in writing of the Authority. Save where this Contract states to the contrary, the Contractor shall not be entitled to the provision of any Government Property to carry out the Services. Further, the Authority shall not be obliged to replace any item of the Government Property provided.
- (2) All Government Property shall be deemed to be in good condition when received by or on behalf of the Contractor unless the Authority is notified to the contrary within 14 days or such other time as is specified in the Contract. The Contractor shall be responsible for the maintenance of any of the Government Property provided to it at its own expense. To the greatest extent permissible by law, the Authority does not guarantee, warrant or give any assurances as to the age, state of repair or suitability for use in the Services of any item of the Government Property provided and the Contractor hereby acknowledges that it has carried out its own due diligence including inspections of such Government Property and has satisfied itself as to the condition and suitability of each item for use in the provision of the Services and accordingly the Contractor shall not be relieved from any liability in relation to any failure to provide the Services or any part of them where such failure is caused by a failure in or of the unsuitability of any of the Government Property provided.
- (3) The Contractor undertakes to return any and all Government Property on completion of the Contract or on any earlier request by the Authority.
- (4) The Contractor shall, except as otherwise provided for in the Contract repair or replace or, at the option of the Authority, pay compensation for all loss, destruction or damage occurring to any Government Property caused or sustained by the Contractor, or by the Contractor's servants, agents or subcontractors, whether or not arising from the Contractor's or their performance of the Contract and wherever occurring, provided that if the loss, destruction or damage occurs at the Authority's Premises or any other Government premises, this Condition shall not apply to the extent that the Contractor is able to show that any such loss, destruction or damage was not caused or contributed to by the Contractor's negligence or default or the neglect or default of the Contractor's servants, agents, or subcontractors.
- (5) Where the Government Property comprises data issued in electronic form to the Contractor (including Personal Data) the Contractor shall not store, copy,



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disclose or use such electronic data except as necessary for the performance by the Contractor of its obligations under the Contract (including its obligation to back up electronic data as provided in clause (5) below) or as otherwise expressly authorised in writing by the Authority.

- (6) The Contractor shall perform secure back-ups of all such electronic data in its possession and shall ensure that an up to date back up copy is securely stored at a site other than that where any original copies of such electronic data are being stored.
- (7) The Contractor shall, and shall procure that its subcontractors, agents and personnel, shall observe best practice when handling or in possession of any such electronic data. By way of example if the Contractor removes any such data or information from a Government establishment, or is sent such data or information by the Authority it shall ensure that the data and any equipment on which it is stored or is otherwise being processed is kept secure at all times. The Contractor shall impress on any of its subcontractors, agents and personnel who are required to handle or have possession of such electronic data that they must safeguard it all times, and shall not place it in jeopardy for example by leaving it unattended in a vehicle or on public transport or by transmitting or posting it by insecure means.
- (8) If at any time the Contractor suspects or has reason to believe that such electronic data has or may become corrupted, lost, destroyed, altered (other than to the extent that the Contractor alters it by lawful processing in accordance with its obligations under this contract) or so degraded as a result of the Contractor's default so as to be unusable then the Contractor shall notify the Authority immediately and inform the Authority of the remedial action the Contractor proposes to take.
- (9) The Contractor shall indemnify the Authority against all claims and proceedings, and all costs and expenses incurred in connection therewith arising from the corruption, loss, destruction, alteration (other than by lawful processing permitted by this Contract) or degradation of electronic data which claims would not have arisen but for some act, omission, misrepresentation or negligence on the part of the Contractor or subcontractors, agents and personnel and hold it harmless against all costs, losses and liability whatsoever incurred by it arising out of any action or inaction on its part in relation to any of its obligations as set out in this Contract which results in such corruption, loss or degradation.

17 Invoices and Payment

- (1) The Contractor shall submit invoices at times or intervals required by the Authority in the Contract or otherwise. The Contractor shall ensure that any invoice it submits sets out the Authority's Purchase Order or contract number, the Charges and, where not all of the Services have been completed, the



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relevant part of the Charges with an appropriate breakdown of time worked, the part of the Services (if all the Services have not been completed) and period to which the invoice relates, and its confirmation that the Services (or relevant part of the Services referred to on the invoice) have been fully performed in accordance with this Contract.

- (2) In consideration of the provision of the Services by the Contractor, the Authority shall pay the Charges after receiving a correctly submitted invoice as set out in clause (1) above. Such payment shall normally be made within 30 days of receipt of the correctly submitted invoice.
- (3) The Contractor shall not be entitled to charge for the provision of any services that are not part of the Services agreed within the Contract, unless the Contract has been properly varied in advance in accordance with Condition 7.
- (4) Except as a result of default or negligence on the part of the Authority, if the Contractor either fails to provide, or, in the reasonable opinion of the Authority, has inadequately provided, any Services or Deliverables due under the Contract, the Authority may:
 - a. reduce payment in respect of those Services or Deliverables; and/or
 - b. recoup payment(s) already made in respect of those Services or Deliverables

without prejudice to any other rights or remedies of the Authority. Such reduction or recoup of payments shall be a reduction or recoupment in direct proportion to either: (A) the amount of the Services that have actually been provided in accordance with the Contract, or (B) (if lower) the value in the Services that have been fully provided in accordance with the Contract.

- (5) If the Contractor believes that payment for a correctly submitted invoice is overdue, the Contractor should, in the first instance, speak to the named contact on the face of the Contract. In the event that the problem is not resolved to the Contractor's satisfaction, they should write to the Head of Procurement at the Department for Business, Energy and Industrial Strategy setting out their case. The Head of Procurement shall ensure that the complaint is dealt with by an official who is independent of the main contact and that the Contractor is not treated adversely in future for having made a complaint.
- (6) For the purpose of calculating any statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998, the relevant date for the payment of the debt shall be deemed to be the last day of a period of 30 days commencing on the day when the Authority received the invoice, or, if the Contractor had not completed the Services (or the part of the Services to which the invoice relates) before submitting the invoice, the last day of a period of 30 days commencing on the day when the Contractor completed the Services, (or the part of the Services to which the invoice relates).



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- (7) Where the Contractor submits an invoice (including an electronic invoice) to the Authority in accordance with this Condition 17 the Authority will consider and verify that invoice in a timely fashion and shall make payment in accordance with this Condition 17.
- (8) Where the Contractor enters into a Subcontract, the Contractor shall include in that Subcontract:
 - a. provisions having the same effect as Condition (6) of this Contract; and
 - b. a provision requiring the counterparty to that Subcontract to include in any Subcontract which it awards provisions having the same effect as Condition (6).

In this clause (7), "**Subcontract**" means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.

18 Accounts

- (1) The Contractor shall keep full and proper accounts, records and vouchers relating to all expenditure reimbursed by the Authority and all payments made by the Authority in respect of the Services.
- (2) The Contractor shall permit the Authority acting by its officers, servants and agents or independent auditor on request and at all reasonable times to examine all accounts, records and vouchers at the offices of the Contractor or at such other places as the Authority shall direct, and to take copies of such accounts, records and vouchers and the Contractor shall provide the Authority or its independent auditor with such explanations relating to that expenditure as the Authority may request.
- (3) The Contractor shall ensure that the said accounts, records and vouchers are available for a period of six years after termination or expiry of the Contract.

19 Recovery of Sums Due

- (1) The Authority may set off any amount owed by the Contractor to the Crown or any part of the Crown (including the Authority) against any amount due to the Contractor under this Contract or under any other agreement between the Contractor and the Authority.
- (2) If the Authority wishes to set off any amount owed by the Contractor to the Crown or any part of the Crown (including the Authority) against any amount due to the Contractor pursuant to Condition 17 it shall give notice to the Contractor within 15 days of receipt of the relevant invoice, setting out the Authority's reasons for withholding or retaining the relevant amounts.



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- (3) The Contractor shall make any payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise, unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Contractor.

20 Value Added Tax

- (1) If this Contract gives rise to a taxable supply for Value Added Tax purposes by the Contractor to the Authority under law from time to time in force, on the production of a valid Value Added Tax invoice, the Authority will pay to the Contractor a sum equal to that Value Added Tax in respect of relevant amounts of the Charges that become payable in accordance with this Contract.
- (2) The Contractor shall provide to the Authority any information reasonably requested in relation to the amount of VAT chargeable in accordance with this Contract. Any invoice or other request for payment of monies due to the Contractor under the Contract shall, if they are a taxable person, be in the same form and contain the same information as if the same were a tax invoice for the purposes of Regulations made under the Value Added Tax Act 1994.
- (3) The Contractor shall, if so requested by the Authority, furnish such information as may reasonably be required by the Authority relating to the amount of Value Added Tax chargeable on the Services.
- (4) Notwithstanding any other clause of this Condition 20 a VAT invoice will not be valid for the purposes of charging VAT if more than twelve (12) months have elapsed since the time of supply.

21 Provision of Services

- (1) The Contractor shall provide the Services (and the Deliverables):
 - a. in accordance with the requirements of this Contract (including the Specification);
 - b. in a manner which does not damage the Authority's reputation;
 - c. in accordance with Law;
 - d. in accordance with any applicable Consents;
 - e. exercising the reasonable skill, care, prudence, efficiency, foresight and timeliness which would be expected from a reasonably and suitably skilled, trained and experienced person performing the relevant obligations;
 - f. in accordance with all appropriate and applicable standard specifications and standard codes of practice issued by the British Standards Institution or European Economic Community;
 (in each case) to the reasonable satisfaction of the Authority (whose decision shall be final and conclusive as to the quality of Services provided). The Authority shall have the power to inspect and examine the performance of the Services at any location at which they are performed.



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In the event of any conflict between the requirements set out in this Condition (1), the Contractor shall notify the Authority and the Authority shall instruct the Contractor as to which requirement should apply. The Contractor shall comply with any such instruction from the Authority (and such instruction shall not give rise to any variation to this Contract or right to any additional remuneration or relief whatsoever for the Contractor).

- (2) If the Authority reasonably considers that the Contractor has, except as a result of default or negligence on the part of the Authority:
 - a. provided inadequate Services or Deliverables; or
 - b. provided Services or Deliverables that are differing from those required under Contract in any material respect,

the Authority may request that the Contractor perform (or re-perform) the work correctly at the Contractor's expense, without prejudice to any other rights or remedies of the Authority.

- (3) If the Authority exercises its right under Condition 0 above, the work shall be performed to the Authority's reasonable satisfaction and within such reasonable time as may be specified by the Authority.
- (4) Without prejudice to any other rights or remedies of the Authority, if there is a Default, the Authority may request that the Contractor provide a Rectification Plan.
- (5) Where the Authority receives a proposed Rectification Plan, in line with Condition (3) above, it can either:
 - a. reject the proposed Rectification Plan; or
 - b. accept the Rectification Plan (without limitation) and the Contractor must immediately begin work on the proposed corrective measures and actions under the Rectification Plan at its own cost.
- (6) Where the Rectification Plan is rejected, the Authority:
 - a. must provide reasonable grounds for its decision; and
 - b. may request that the Contractor provides a revised Rectification Plan.
- (7) Where the Authority requests that the Contractor provides a revised Rectification Plan the Contractor must provide such a revised plan within five (5) Working Days of the date of such request except where otherwise agreed. The revised Rectification Plan must address the grounds given by the Authority for its initial rejection of the proposed Rectification Plan.
- (8) If the performance of the Contract by the Contractor is delayed by reason of any act on the part of the Authority or by industrial dispute (other than by an industrial dispute occurring within the Contractor's or its subcontractor's organisation) or any other cause which the Contractor could not have



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prevented then the Contractor shall be allowed a reasonable extension of time for completion. For the purposes of this Condition, the Contractor shall be deemed to have been able to prevent causes of delay that are within the reasonable control of the Contractor or Contractor Personnel.

- (9) Timely provision of the Services shall be of the essence of the Contract, including in relation to commencing the provision of the Services within the time agreed or on a specified date.
- (10) The Contractor warrants that it shall provide the Services with all due skill, care and diligence, and in accordance with good industry practice and legal requirements.
- (11) Without prejudice to the provision of Condition (1), the Contractor shall reimburse the Authority for all reasonable costs incurred by the Authority which have arisen as a direct consequence of the Contractor's delay in the performance of the Contract which the Contractor had failed to remedy after being given reasonable notice by the Authority.

22 Conflicts of Interest

- (1) For the purposes of this Condition 22, a reference to a "conflict of interest" includes any scenario where the Contractor or any person engaged by it or on its behalf (including any subcontractors) is in a position where there is or may be an actual, potential or perceived conflict between the pecuniary and/or personal interests of that person and the duties owed to the Authority under the provisions of this Contract.
- (2) The Contractor shall ensure that there is no conflict of interest likely to prejudice the Contractor's independence and objectivity in performing the Contract and undertakes that upon becoming aware of any conflict of interest during the performance of the Contract (whether the conflict existed before the award of the Contract or arises during its performance) the Contractor shall immediately notify the Authority in writing of the same, giving particulars of its nature and the circumstances in which it exists or arises and shall furnish such further information as the Authority may reasonably require.
- (3) Where the Authority is of the opinion that a conflict of interest notified to it under Condition (1) is capable of being avoided or removed, the Authority may require the Contractor to take such steps as will, in its opinion, avoid, or as the case may be, remove the conflict and:
 - a. if the Contractor fails to comply with the Authority's requirements in this respect; or
 - b. if, in the opinion of the Authority, it is not possible to remove the conflict,

the Authority may terminate the Contract immediately and recover from the Contractor the amount of any loss resulting from such termination.



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- (4) Notwithstanding Condition (2), where the Authority is of the opinion that the conflict of interest which existed at the time of the award of the Contract could have been discovered with the application by the Contractor of due diligence and ought to have been disclosed as required by the tender documents pertaining to it, the Authority may terminate the Contract immediately for breach of a fundamental condition and, without prejudice to any other rights, recover from the Contractor the amount of any loss resulting from such termination.

23 Reporting, Monitoring and Management Information

- (1) Where requested by the Authority, the Contractor shall supply to the Authority such information - including in the form of progress reports or management information ("MI") reports - relating to the Services and to the Contractor's management and performance of the Contract as they may require.
- (2) Where reports are required by the Contract, the Contractor shall render such reports in such a form and timeframe as specified by the Authority, or as otherwise agreed between the Contractor and the Authority.
- (3) The MI reports referenced in Condition (1) above shall include, without limitation, the information required by the MI Reporting Template and any guidance issued by the Authority from time to time.
- (4) The Contractor will maintain Open Book Data in relation to the Services to be performed under the terms of this Contract. The Authority may request any information comprising the Open Book Data and the Contractor will provide the information requested within five Working Days.
- (5) The Contractor's performance of the Services shall be monitored by the Contract Manager. Without prejudice to any other rights and remedies under the Contract, the Contract Manager shall be entitled to review the Contractor's performance and make reasonable recommendations to the Contractor for improving the standard of the Contractor's performance in undertaking the Services. The Contractor must use reasonable endeavours to implement such recommendations. The Contractor's Representative shall attend any meetings arranged by the Contract Manager for the purpose of discussing the Services being provided, and reviewing the Contractor's performance.
- (6) If the Contractor (or any Contractor Personnel) is unable, or considers that it is likely to be unable to provide any of the Deliverables, the Contractor must immediately:
 - a. tell the Contract Manager and provide reasons;
 - b. propose corrective action(s); and
 - c. propose a deadline for completing the corrective action(s).



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24 Intellectual Property Rights

- (1) Each Party keeps ownership of its own Existing IPRs. The Contractor hereby grants the Authority a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Contractor's Existing IPR to enable it to both:
 - receive and use the Deliverables
 - make use of (including to modify) the Deliverables
- (2) The Parties hereby agree that (and the Contractor hereby assigns to the Authority) any New IPR created under the Contract is wholly owned (with full-title guarantee) by the Authority (this clause shall act as a grant and assignment of such New IPR as applicable including acting as an assignment of future New IPR). The Authority gives the Contractor a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations under the Contract..
- (3) The Parties will (as required by the Authority) execute (and procure that any Contractor Personnel or relevant third parties including consultants and subcontractors execute) any documentation at their own cost and in a timely manner to the extent required to give effect to the intent of clause (2).
- (4) Where a Party acquires ownership of IPRs 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.
- (5) Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 24 or otherwise agreed in writing.
- (6) The Contractor indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of any IPR Claim.
- (7) If an IPR Claim is made or anticipated the Contractor must at its own expense and the Authority's sole option, either:
 - obtain for the Authority the rights in Clause 24.1 and 24.2 without infringing any third party IPR
 - replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables



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- (8) The Contractor shall indemnify, and keep indemnified, the Authority in full against all costs, expenses, damages and losses, including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Authority as a result of or in connection with any claim made against the Authority for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Contractor or Contractor Personnel.

25 Rights of Third Parties

It is not intended that the Contract, either expressly or by implication, shall confer any benefit on any person who is not a party to the Contract and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply.

26 Indemnities and Liabilities

- (1) Subject to Condition 35 the Contractor shall hold harmless and indemnify the Authority on demand from and against all:
- a. claims;
 - b. demands;
 - c. proceedings;
 - d. actions;
 - e. damages;
 - f. costs (including legal costs);
 - g. expenses; and
 - h. any other liabilities,
- arising from claims made by the Authority's staff or agents, or by third parties, in respect of:
- i. any death or personal injury; or
 - j. loss or destruction of or damage to property;
 - k. any other direct loss, destruction or damage, including but not limited to direct financial losses which are caused,
- by the breach of contract or breach of duty (whether in negligence, tort, statute or otherwise) of the Contractor, its employees, agents or subcontractors.
- (2) The Contractor shall be liable to the Authority for any loss, damage, destruction, injury or expense (and including but not limited to loss or destruction of or damage to the Authority's property, which includes data) arising from the Contractor's breach of contract or duty (whether arising in negligence, tort, statute or otherwise).



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- (3) Nothing in these Conditions nor in any part of the Contract shall impose any liability on any member of the staff of the Authority or its representatives in their personal capacity.
- (4) The Contractor shall indemnify the Authority against all proceedings, actions, claims, demands, costs (including legal costs), charges, expenses and any other liabilities arising from or incurred by reason of any infringement or alleged infringement of any third party's Intellectual Property Rights used by or on behalf of the Contractor for the purpose of the Contract, provided that any such infringement or alleged infringement is not knowingly caused by, or contributed to, by any act of the Authority.
- (5) Subject to clause 0 and (7), each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the estimated annual Charges due under this Contract.
- (6) Nothing in this Contract shall limit or exclude any of the following (nor shall any liabilities in respect of the following in any way cause or contribute to the erosion of any liability cap):
 - a. liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
 - b. its liability for bribery or fraud or fraudulent misrepresentation by it or its employees or subcontractors;
 - c. any liability that cannot be excluded or limited by Law;
 - d. any claim pursuant to Condition 24(4); or
- (7) Where a matter is covered by any of the insured liabilities in clause 27, then the limit of the Contractor's liability shall be the greater of the amount described in clause 26(5) or the limit of the insurance policy required under this Contract.

27 Insurance

- (1) The Contractor shall obtain and maintain for a period of 12 years after the expiration of termination of this Contract (and on business as usual terms) with a reputable insurance company the following policy/policies:
 - a. Public liability insurance with a limit of indemnity of not less than £10,000,000 (Ten Million Pounds) in relation to any one claim, the number of claims being unlimited;
 - b. Professional indemnity insurance with a limit of indemnity of not less than £5,000,000 (Five Million Pounds) in relation to any one claim, the number of claims being unlimited;



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- c. Employers liability insurance with a limit of indemnity of not less than £10,000,000 (Ten Million Pounds) in relation to any one claim, the number of claims being unlimited.
- (2) The Required Insurances, detailed above, to be effected by the Contractor shall be in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of the Contract including death or personal injury, loss of or damage to property or any other loss. The required insurance shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor.
- (3) The Contractor shall give the Authority, on request, copies of all the insurance policies required under this Condition or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- (4) If, for any reason, the Contractor fails to give effect to and maintain the Required Insurances, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.
- (5) The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under this Contract or otherwise.

28 **Dispute Resolution**

- (1) The Parties shall attempt in to negotiate a settlement to any dispute between them arising out of or in connection with the Contract.
- (2) If the Parties cannot resolve the dispute pursuant to clause (1) of this Condition, the dispute may, by agreement between the Parties, be referred to mediation pursuant to clause (3) of this Condition.
- (3) The performance of the Services shall not cease or be delayed by the reference of a dispute to mediation pursuant to clause (1) of this Condition.
- (4) If the Parties agree to refer the dispute to mediation:
 - a. in order to determine the person who shall mediate the dispute (the "**Mediator**") the Parties shall by agreement choose a neutral adviser or mediator from one of the dispute resolution providers listed by the Government Procurement Service on its website or in its printed guidance on dispute resolution within 30 days after agreeing to refer the dispute to mediation;
 - b. the Parties shall within 14 days of the appointment of the Mediator meet with them in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek



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assistance from the Government Procurement Service to provide guidance on a suitable procedure;

- c. unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
- d. if the Parties reach agreement on the resolution of the dispute within 60 days of the Mediator being appointed, or such longer period as may be agreed between the Parties, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by both the Authority and the Contractor;
- e. failing agreement within 60 days of the Mediator being appointed, or such longer period as may be agreed between the Parties, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties.

(5) If the Parties:

- a. do not agree to refer the dispute to mediation;
- b. fail to reach agreement as to who shall mediate the dispute pursuant to Condition (4); or
- c. fail to reach agreement in the structured negotiations within 60 days of the Mediator being appointed (or such longer period as may be agreed by the Parties),

then any dispute or difference between them may be referred to the courts.

29 Termination for Insolvency or Change of Control

- (1) The Contractor shall notify the Authority in writing immediately upon the occurrence of any of the following events:
 - a. the Contractor party fails to pay any amount due to the Authority (whether under this Contract or otherwise) on the due date for payment and remains in default not less than 30 days after being notified to make such payment;
 - b. the Contractor party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
 - c. the Contractor commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a



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scheme for a solvent amalgamation of the Contractor with one or more other companies or the solvent reconstruction of that Contractor;

- d. applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- e. petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Contractor;
- f. an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Contractor;
- g. the holder of a qualifying floating charge over the assets of the Contractor has become entitled to appoint or has appointed an administrative receiver;
- h. a person becomes entitled to appoint a receiver over all or any of the assets of the Contractor or a receiver is appointed over all or any of the assets of the Contractor;
- i. a creditor or encumbrancer of the Contractor attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Contractor's assets and such attachment or process is not discharged within 14 days;
- j. the Contractor suspends, ceases or threatens to suspend or cease trading or carrying on a substantial part of its business;
- k. the Contractor's financial position deteriorates materially in the reasonable view of the Authority;
- l. any event occurs, or proceeding is taken, with respect to the Contractor in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above; or
- m. the Contractor undergoes a change of control, where "control" is interpreted in accordance with Section 1124 of the Corporation Tax Act 2010.

- (2) After receipt of the notice under clause (1) above or earlier discovery by the Authority of the occurrence of any of the events described in that clause, the Authority may, by notice in writing to the Contractor, terminate the Contract with immediate effect without compensation to the Contractor and without prejudice to any right or action or remedy which may accrue to the Authority thereafter. The Authority's right to terminate the Contract under Condition (1) will exist until the end of a period of three months starting from receipt of the notice provided by the Contractor pursuant to Condition (1), or such other period as is agreed by the Parties.

30 Termination for Breach of Contract

- (1) If the Contractor commits a Material Breach that is not capable of remedy the Authority shall be entitled to terminate the Contract with immediate effect by notice in writing to the Contractor.



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- (2) The Authority's right to terminate the Contract under Condition (1) above is without prejudice to any other right or remedies in respect of the breach concerned or any other breach of the Contract.

31 Cancellation

- (1) The Authority shall be entitled to terminate the Contract, or to terminate the provision of any part of the Services, if:
 - a. the Authority gives the Contractor not less than 90 days' notice in writing to that effect;
 - b. any of the mandatory or discretionary exclusion events listed under Regulations 57(1) or 57(2) of the Public Contracts Regulations 2015 (the "PCR") occur; or
 - c. a declaration on ineffectiveness is made pursuant to the PCR in respect of this Contract or any variation thereof.
- (2) If the Authority has given notice under Condition (1) above, the Authority may extend the period of notice at any time before it expires, subject to agreement on the level of Services to be provided by the Contractor during the period of extension.

32 Suspension of the Services

- (1) The Authority may at any time demand that the Contractor suspend the provision of the Services. If the Authority exercises such right to suspend the provision of the Services or any part of them (for a reason other than the default of the Contractor), the Authority shall be responsible for loss incurred by the Contractor as a result of such suspension. In such circumstances, subject to the Contractor taking reasonable steps to mitigate its loss, the Contractor will be able to recover from the Authority under this Condition 32 those losses which:
 - a. were reasonably foreseeable as arising as a direct result of the suspension; and
 - b. relate to the cost of any commitments entered into by the Contractor which cannot be met as a result of the suspension and in respect of which the Contractor cannot obtain a refund (where the Contractor has already paid in relation to the commitment) or is obliged to pay (where the Contractor has not already paid in relation to the commitment).
- (2) The provisions of this Condition shall not apply where the reason for the suspension of the Services arises from any of the circumstances listed in Condition 39.

33 Consequences of Termination/Expiry

- (1) If the Authority terminates the Contract in accordance with Condition 12, 13, 15, 22, 29, 30, 31, 42, 43 or this Contract is otherwise terminated for any other reason (or indeed expires):



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- a. the Contractor shall forthwith cease to provide the Services (but may be required to comply with the Exit Plan – see below);
- b. the Contractor shall submit to the Authority within five (5) Working Days of termination or expiry (at the Contractor's own cost) a comprehensive status report which shall be current as at the date of submission relating to the Services (this report shall summarise all the Services delivered up to the date of termination/expiry);
- c. the Contractor shall cease to use the Government Property in good condition (with any keys or access cards) (and any data related to the Services or Confidential Information) and (if so requested) shall hand over to the Authority a complete and uncorrupted version of all relevant data related to the Services and all records, information, documents howsoever held and including any media used to store such data including, without limitation, correspondence with staff engaged for or on behalf of the Authority, the Authority's service departments, any users of the Services and any other relevant third party and anything else relating to the performance of the Services in its possession custody or control either in its then current format or in a format nominated by the Authority whether such Government Property (or other data related to the Services or Confidential Information) is on hard copy or on a disk or on any computer systems;
- d. the Contractor shall return all Personal Data or (if instructed by the Authority) destroy or dispose of it in a secure manner, in accordance with the specific instructions issued by the Authority (for the avoidance of doubt, Personal Data shall include but not be limited to that data which is Personal Data and for which the Authority retains its Controller responsibilities);
- e. the Contractor shall vacate any Authority's Premises;
- f. in the event that termination takes place in accordance with Condition 12, 13, 15, 22, 29, 30, 42, 43 or otherwise based on Contractor default:
 - i. the Authority shall immediately cease to be under any obligation to make further payment to the Contractor until the costs, loss and/or damage to the Authority resulting from or arising out of the termination shall have been calculated; and
 - ii. such termination shall be at no loss or cost to the Authority and the Contractor hereby indemnifies the Authority against any losses, costs and expenses (including legal costs) which the Authority may suffer as a result of any such termination, including:
 1. any demonstrable and reasonably incurred wasted expenditure;
 2. any demonstrable and reasonably incurred additional costs (including the costs associated with time spent by Authority staff) of procuring and implementing replacements for, or alternatives to, the Services, including consultancy costs, additional costs of



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- management time and other personnel costs and costs of equipment and materials;
 - 3. reasonable costs incurred associated with time spent by Authority officers in terminating the Contract;
 - 4. any demonstrable and reasonably incurred losses incurred by the Authority arising out of or in connection with any claim, demand, fine, penalty, action, investigation or proceeding by any third party (including any subcontractors, staff, regulator or customer of the Authority) caused by the act or omission of the Contractor; and
 - 5. any demonstrable loss of anticipated savings (including the cost of providing the Services for the remainder of the period of the Contract to the extent that such cost exceeds the payment that otherwise would have been payable to the Contractor).
- (2) The rights of the Authority under this Condition are in addition to, and without prejudice to, any other rights that the Authority may have at law or under the Contract.
- (3) The amounts to be recovered by the Authority in accordance with Condition (1)e may be recovered by the Authority as a debt and may be deducted from any sum or sums which would but for this Condition 33 have been due to the Contractor.
- (4) If the Contractor fails to comply with Conditions (1)b-(1)d , the Authority may recover possession thereof and the Contractor grants a licence to the Authority or its appointed agents to enter (for the purposes of such recovery) any premises of the Contractor or its permitted suppliers or subcontractors where any such items may be held.
- (5) Without prejudice to the Authority's other remedies, failure to comply with this Condition may result in the Authority withholding any payment due until reasonable compliance by the Contractor.

34 Exit Management

- (1) The Contractor shall:
- a. within 30 days from the commencement of this Contract provide to the Authority a copy of its depreciation policy (if so required) for the purpose of calculating net book value of relevant assets related to this Contract (which shall at all times be in accordance with good industry practice);
 - b. create and maintain a detailed register of all assets used to provide the Services (including description, condition, location and details of ownership and status as either exclusive assets (used only for the



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Authority) or non-exclusive assets and their net book value) and subcontracts and other relevant agreements required in connection with the Deliverables; and

- c. create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Contractor provides the Deliverables.

(Limbs (b) and (c) together being the “**Registers**”).

(2) The Contractor shall:

- a. ensure that all assets to be used exclusively for the Authority listed in the Registers are clearly physically labelled and identified as such;
- b. procure that all licences for software provided by third parties and used in the Services and all sub-contracts shall be assignable and/or capable of novation (at no cost or restriction to the Authority) at the request of the Authority to the Authority and/or any replacement contractor upon the Contractor ceasing to provide the Services and if the Contractor is unable to do so then the Contractor shall promptly notify the Authority and the Authority may require the Contractor to procure an alternative sub-contractor or provider of Deliverables; or
- c. where required, appoint an exit manager, who will liaise with the relevant representative of the Authority regarding the expiration or termination of this Contract.

(3) The Contractor shall, on reasonable notice, provide to the Authority and/or its potential replacement contractors (subject to the potential replacement contractors entering into reasonable written confidentiality undertakings), such information (including any access) as the Authority shall reasonably require in order to facilitate the preparation by the Authority of any invitation to tender and/or to facilitate any potential replacement contractors undertaking due diligence (the “**Exit Information**”).

(4) Notwithstanding any other provision or restriction in this Contract, the Contractor acknowledges that the Authority may disclose the Contractor's Confidential Information (excluding the Contractor's or its subcontractors' prices or costs) to an actual or prospective replacement contractor to the extent that such disclosure is necessary in connection with such engagement.

(5) The Contractor shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Authority within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Services and/or Deliverables (and shall consult the Authority in relation to any such changes).

(6) The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for



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those Deliverables; and not be disadvantaged in any procurement process compared to the Contractor.

- (7) The Contractor shall, within three (3) months after the date on which this Contract commences, deliver to the Authority an exit plan (“**Exit Plan**”) which complies with the requirements set out below and is satisfactory to the Authority.
- (8) The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission (see above), then such Dispute shall be resolved in accordance with Condition 28.
- (9) The Exit Plan shall set out, as a minimum:
 - a. a detailed description of both the transfer and cessation processes, including a timetable;
 - b. how the Deliverables will transfer to the replacement contractor and/or the Authority;
 - c. details of any contracts which will be available for transfer to the Authority and/or the replacement contractor upon the date of expiration or termination of this Contract together with any reasonable costs required to effect such transfer;
 - d. proposals for the training of key members of the replacement contractor’s staff in connection with the continuation of the provision of the Deliverables following the date of expiration or termination of this Contract;
 - e. proposals for providing the Authority or a replacement contractor copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
 - f. proposals for the assignment or novation of all services utilised by the Contractor in connection with the supply of the Deliverables;
 - g. proposals for the identification and return of all Government Property in the possession of and/or control of the Contractor or any third party;
 - h. proposals for the disposal of any redundant Deliverables and materials;
 - i. how the Contractor will ensure that there is no disruption to or degradation of the
 - j. Deliverables during the six (6) month period after the termination/expiration of the Contract (“**Termination Assistance Period**”); and
 - k. any other information or assistance reasonably required by the Authority or a replacement contractor
- (10) The Contractor shall:
 - a. maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - i. every six (6) months throughout the Contract Period; and



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- ii. no later than twenty (20) Working Days after a request from the Authority for an up-to-date copy of the Exit Plan;
 - iii. as soon as reasonably possible following the Termination Assistance Notice, and in any event no later than ten (10) Working Days] after the date of the Termination Assistance Notice;
 - iv. as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and
 - v. jointly review and verify the Exit Plan if required by the Authority and promptly correct any identified failures.

- (11) The Authority shall be entitled to require the provision of all assistance as reasonably required on expiry of termination of this Contract ("**Termination Assistance**") at any time during the Contract Period by giving written notice to the Contractor (a "**Termination Assistance Notice**") at least one (1) months prior to the expiration or termination date. The Termination Assistance Notice shall specify:
 - a. the nature of the Termination Assistance required; and
 - b. the start date and the Termination Assistance Period during which it is anticipated that Termination Assistance will be required.

- (12) In the event that Termination Assistance is required by the Authority but at the relevant time the Parties are still agreeing an update to the Exit Plan pursuant to this Condition, the Contractor will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Authority approved version of the Exit Plan (insofar as it still applies).

- (13) Throughout the Termination Assistance Period the Contractor shall:
 - a. if required by the Authority, provide the Termination Assistance;
 - b. provide to the Authority and/or its replacement contractor any reasonable assistance and/or access requested by the Authority and/or its replacement Contractor including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Authority and/or its Replacement Contractor;
 - c. use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Authority;
 - d. at the Authority's request and on reasonable notice, deliver up-to-date Registers to the Authority;
 - e. seek the Authority's prior written consent to access any Authority Premises from which the de-installation or removal of Contractor Assets is required.



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35 Consequential Losses

- (1) Save where expressly stated to the contrary in this Contract, neither Party shall be liable to the other Party for any:
 - a. indirect loss;
 - b. special loss;
 - c. consequential loss;
 - d. loss of profits;
 - e. loss of turnover;
 - f. loss of business opportunities; or
 - g. damage to goodwill.
- (2) Notwithstanding Condition (1), the Contractor agrees that the Authority may, amongst other things, recover from the Contractor, the following losses incurred by the Authority to the extent that they arise as a result of the Contractor's default:
 - a. any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Contractor's default;
 - b. any wasted expenditure or charges;
 - c. the additional cost of procuring alternative arrangements for the provision of the Services, which shall include any incremental costs associated with procuring such alternative arrangements above those which would have been payable under the Contract;
 - d. any compensation or interest payable to a third party by the Authority;
 - e. any fine or penalty incurred by the Authority pursuant to law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty; and
 - f. where applicable, the compensation described in Condition (1)e.

36 Survival of Terms

Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Contract shall remain in full force and effect (including for the avoidance of doubt Conditions 10, 11, 12, 14, (6)c, 34 and 37).

37 Transfer of Services

- (1) Where the Authority intends to continue with services equivalent to any or all of the Services after termination or expiry of the Contract, either by performing them itself or by the appointment of a replacement contractor, the Contractor shall (both during the term of the Contract and, where relevant, after its expiry or termination):
 - a. provide all information reasonably requested to allow the Authority to conduct the procurement for any replacement services; and



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- b. use all reasonable endeavours to ensure that the transition is undertaken with the minimum of disruption to the Authority.
- (2) Without prejudice to the generality of clause (1) of this Condition, the Contractor shall, at times and at intervals reasonably specified by the Authority, provide the Authority (for the benefit of the Authority, any replacement Contractor and any economic operator bidding to provide the replacement services) such information as the Authority may reasonably require relating to the application or potential application of the Transfer of Undertakings (Protection of Employment) Regulations 2006 including the provision of employee liability information.
- (3) Without prejudice to the generality of clause (1) of this Condition, the Contractor shall co-operate fully during the transition period and provide full access to all data, documents, manuals, working instructions, reports and any information, whether held in electronic or written form, which the Authority considers necessary.

38 Service of Notices and Communications

- (1) A notice or communication given to a Party under or in connection with the Contract shall be in writing and sent to the Party at the address or email address given in this Contract or as otherwise notified in writing to the other Party.
- (2) This Condition (1) sets out the delivery methods for sending a notice to a Party under the Contract and, for each delivery method, the date and time when the notice is deemed to have been received (provided that all other requirements of this clause have been satisfied and subject to the provision in Condition (2)d below):
 - a. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address;
 - b. if sent by pre-paid first class post or other next working day delivery service, providing proof of delivery, at the time recorded by the delivery service;
 - c. if sent by pre-paid airmail providing proof of postage, at 9.00am on the fifth Working Day after posting; or
 - d. if sent by email, at the time of transmission.
- (3) If deemed receipt under Condition (1) above would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause (2)d, business hours means 9.00am to 5.00pm on a Working Day.



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- (4) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

39 Force Majeure

- (1) Provided it has complied with Condition (2), if a Party (“**Affected Party**”) is prevented, hindered or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event, the Affected Party shall not be in breach of this Contract for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- (2) The corresponding obligations of the other Party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- (3) The Affected Party shall:
- a. as soon as reasonably practicable after the start of the Force Majeure Event but no later than 7 days from its start, notify the other Party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract; and
 - b. use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- (4) If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 4 weeks, the Party not affected by the Force Majeure Event may terminate this Contract by giving 4 weeks' written notice to the Affected Party.

40 Waiver

- (1) No failure or delay by a Party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- (2) No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- (3) No waiver shall be effective unless it is communicated to the other party in writing.

41 Severability

If any Condition, clause or provision of the Contract not being of a fundamental nature is held to be unlawful, invalid or unenforceable by a court or tribunal in any proceedings relating to the Contract, the validity or enforceability of the remainder of the Contract shall not be affected. If the court finds invalid a provision so fundamental



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as to prevent the accomplishment of the purpose of the Contract, the Parties shall immediately commence negotiations in good faith to remedy the invalidity in a manner that achieves the intended commercial result of the original position.

42 Payment of Taxes: Income tax and NICs

- (1) Where the Contractor is liable to be taxed in the UK in respect of consideration received under the Contract, the Contractor shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax in respect of that consideration.
- (2) Where the Contractor is liable to National Insurance Contributions (NICs) in respect of consideration received under the Contract, the Contractor shall at all times comply with the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to NICs in respect of that consideration.
- (3) The Authority may, at any time during the term of the Contract, require the Contractor to provide information to demonstrate that:
 - a. the Contractor has complied with clauses (1) and (1) above; or
 - b. the Contractor or its staff are not liable to the relevant taxes.
- (4) A request under clause (2) above may specify the information which the Contractor must provide and a reasonable deadline for response.
- (5) The Authority may supply any information which it receives under clause (2) to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.
- (6) The Contractor shall ensure that any subcontractors (including consultants) and agents engaged by the Contractor for the purpose of the Services are engaged on, and comply with, conditions equivalent to those in clauses (1) to (4) above and this clause (5), and the Contractor shall, on request, provide the Authority with evidence to satisfy the Authority that the Contractor has done so. Those conditions shall provide both the Contractor and the Authority with the right to require the subcontractor or agent to provide information to them equivalent to clause (2), and the Contractor shall obtain that information where requested by the Authority.
- (7) The Authority may terminate the Contract with immediate effect by notice in writing where:
 - a. the Contractor does not comply with any requirement of this Condition 42; or
 - b. the Contractor's subcontractors or agents do not comply with the conditions imposed on them under clause (5) above.



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- (8) In particular (but without limitation), the Authority may terminate the Contract under clause (6) above:
- a. in the case of a request under clause (2):
 - i. the Contractor fails to provide information in response to the request within the deadline specified; or
 - ii. the Contractor provides information which is inadequate to demonstrate how the Contractor or (where relevant) its subcontractors and agents have complied with the conditions set out or referred to in clauses (1) to (5); or
 - iii. the Authority receives information which demonstrates, to its reasonable satisfaction that the Contractor, its subcontractors or agents, are not complying with those conditions.

43 Payment of Taxes: Occasions of Tax Non-Compliance

- (1) This Condition 43 applies where the consideration payable by the Contractor under the Contract equals or exceeds £5,000,000 (five million pounds).
- (2) The Contractor represents and warrants that it has notified the Authority in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non Compliance.
- (3) If, at any point during the term of the Contract, an Occasion of Tax Non-Compliance occurs, the Contractor shall:
 - a. notify the Authority in writing of such fact within 5 Working Days of its occurrence; and
 - b. promptly provide to the Authority:
 - i. details of the steps which the Contractor is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
 - ii. such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.
- (4) In the event that:
 - a. the warranty given by the Contractor pursuant to clause (1) of this Condition is materially untrue;
 - b. the Contractor commits a material breach of its obligation to notify the Authority of any Occasion of Tax Non-Compliance as required by clause (2) of this Condition; or
 - c. the Contractor fails to provide details of proposed mitigating factors which, in the reasonable opinion of the Authority, are acceptable,
 the Authority may terminate the Contract with immediate effect by notice in writing.
- (5) In this Condition 43, “Occasion of Tax Non-Compliance” means:



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- a. any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:
 - i. a Relevant Tax Authority successfully challenging the Contractor under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
 - ii. the failure of an avoidance scheme which the Contractor was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime;

and/or

- b. any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the commencement of the Contract or to a penalty for civil fraud or evasion.

(6) For the purpose of clause 0 above:

- a. **“DOTAS”** means the Disclosure of Tax Avoidance Schemes rules (including VAT disclosure regime (VADR), Disclosure of Tax Avoidance Schemes: VAT and other indirect taxes (DASVOIT) and Direct taxes (including Apprenticeship Levy) and National Insurance contributions (DOTAS)) which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992;
- b. **“General Anti-Abuse Rule”** means:
 - i. the legislation in Part 5 of the Finance Act 2013 (inclusive of Schedules 43, 43A, 43B and 43C of the same legislation and section 10 and 11 of the National Insurance Act 2014) (in each case as understood in accordance with HMRC’s General Anti-Abuse Rule Guidance as approved from time to time); and
 - ii. any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;



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- c. **“Halifax Abuse Principle”** means the principle explained in the CJEU Case C-255/02 Halifax and others and any equivalent case law; and
- d. **“Relevant Tax Authority”** means HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the Contractor is established.

44 **Equality and Non-Discrimination**

- (1) The Contractor shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 and any other anti-discrimination legislation in relation to the provision of the Services or otherwise and shall take all reasonable steps to ensure that its Contractor Personnel do not do so.
- (2) The Contractor shall comply with the Authority’s equality scheme as published on the Authority’s website and shall take all reasonable steps to ensure that its Contractor Personnel do so.
- (3) The Contractor will comply with any request by the Authority to assist the Authority in meeting its obligations under the Equality Act 2010 and to allow the Authority to assess the Contractor’s compliance with its obligations under the Equality Act 2010.
- (4) Where any investigation is concluded or proceedings are brought under the Equality Act 2010 which arise directly or indirectly out of any act or omission of the Contractor, its agents or subcontractors, or Contractor Personnel, and where there is a finding against the Contractor in such investigation or proceedings the Contractor will indemnify the Authority with respect to all costs, charges and expenses (including legal and administrative expenses) arising out of or in connection with any such investigation or proceedings and such other financial redress to cover any payment the Authority may have been ordered or required to pay to a third party.
- (5) The Contractor shall (and shall procure that all Contractor Personnel shall):
 - a. perform its obligations under this Contract (including those in relation to the Services) in accordance with:
 - i. all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
 - ii. the Authority’s equality and diversity policy as provided to the Contractor from time to time; and
 - iii. any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality Law; and
 - b. take all necessary steps, and inform the Authority of the steps taken, to prevent unlawful discrimination designated as such by any court or



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tribunal, or the Equality and Human Rights Commission or (any successor organisation); and

- c. at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Contract. The Contractor shall also undertake, or refrain from undertaking, such acts as the Authority requests so as to enable the Authority to comply with its obligations under the Human Rights Act 1998.

- (6) The Authority may (without prejudice to its other rights under the Contract) terminate the Contract with immediate effect by notice in writing where the Contractor fails (or the Contractor Personnel) to comply with clauses (1) to (4) of this Condition.

45 Welsh Language Act

The Contractor shall for the term of the Contract comply with the principles of the Authority's Welsh Language Scheme.

46 Sustainable Procurement

- (1) The Contractor shall comply in all material respects with all applicable environmental laws and regulations in force from time to time in relation to the Services. Without prejudice to the generality of the foregoing, the Contractor shall promptly provide all such information regarding the environmental impact of the Services as may reasonably be requested by the Authority.
- (2) The Contractor shall meet all reasonable requests by the Authority for information evidencing compliance with the provisions of this Condition by the Contractor.
- (3) All written outputs, including reports, produced in connection with the Contract shall (unless otherwise specified) be produced on recycled paper containing at least 80% post consumer waste and used on both sides where appropriate.
- (4) The supplier shall meet the 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>

47 Cyber Essentials

- (1) Cyber essentials certification ("Compliance Certification") shall be required where:
 - a. Personal Data is handled;
 - b. data marked 'OFFICIAL' is being stored by the Contractor, or by any Contractor Personnel; or



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- c. the Contract involves the provision of certain ICT products or services as specified by the Authority from time to time.
- (2) The Authority shall determine whether the Contract requires a cyber essentials or cyber essentials plus Compliance Certification, or if no Compliance Certification is necessary.
- (3) Upon request, the Contractor shall provide the Authority with a copy of each such Compliance Certification before the Contractor or the relevant Contractor Personnel (as applicable) shall be permitted to use the Core Information Management System to receive, store or Process any Authority Data. Any exceptions to the flow down of the certification requirements to third-party suppliers and Contractor Personnel must be agreed with the Authority.

48 Safeguarding

- (1) For the purposes of this Condition 48, “**Reasonable Measures**” shall mean: “all reasonable endeavours expected to be taken by a professional and prudent contractor in the Contractor’s industry to eliminate or minimise risk of actual, attempted or threatened exploitation, abuse and harassment (including sexual abuse, sexual exploitation and sexual harassment) and whether or not such conduct would amount to a criminal offence in the United Kingdom or an offence under the laws of the territory in which it takes place (together “**Serious Misconduct**”) as is reasonable and proportionate under the circumstances. Such endeavours may include (but shall not be limited to):
 - a. clear and detailed policies and guidance for Contractor Personnel, Contractor Providers and where appropriate, beneficiaries;
 - b. developing, implementing and maintaining a safeguarding plan throughout the term (including monitoring);
 - c. provision of regular training to Contractor Personnel, Contractor Providers and where appropriate, beneficiaries;
 - d. clear reporting lines and whistleblowing policies in place for Contractor Personnel, Contractor Providers and beneficiaries;
 - e. maintaining detailed records of any allegations of Serious Misconduct and regular reporting to the Authority and the Appropriate Authorities (where relevant) of any such incidents; and
 - f. any other Good Industry Practice measures (including any innovative solutions).”
- (2) The Contractor shall take all Reasonable Measures to prevent Serious Misconduct by the Contractor Personnel or any other persons engaged and controlled by it (“**Contractor Providers**”) and shall have in place at all times robust procedures which enable the reporting by Contractor Personnel, Contractor Providers and beneficiaries of any such Serious Misconduct, illegal acts and/or failures by the Contractor or Contractor Personnel to investigate such reports.



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- (3) The Contractor shall promptly report in writing any complaints, concerns and incidents regarding Serious Misconduct or any attempted or threatened Serious Misconduct by the Contractor Personnel and Contractor Providers to BEIS Contract Manager and where necessary, the Appropriate Authorities.
- (4) The Contractor shall comply with all applicable laws, legislation, codes of practice and government guidance in the UK and additionally, in the territories where the Services are being performed, relevant to safeguarding and protection of children and vulnerable adults, which the Contractor acknowledges may include vetting of the Contractor Personnel by the UK Disclosure and Barring Service in respect of any regulated activity performed by the Contractor Personnel (as defined by the Safeguarding Vulnerable Groups Act 2006 (as amended)) and/or vetting by a local equivalent service. Where BEIS reasonably believes that there is an increased risk to safeguarding in the performance of the Services, Contractor shall comply with any reasonable request by BEIS for additional vetting to be undertaken.
- (5) Failure by the Contractor to:
 - a. put in place preventative measures to eliminate and/or reduce the risk of Serious Misconduct; or
 - b. fully investigate allegations of Serious Misconduct; or
 - c. report any complaints to BEIS and where appropriate, the relevant authorities (including law enforcement)

shall be a material Default of this Contract and shall entitle BEIS to terminate this Contract with immediate effect.

49 Modern Slavery

- (1) The Contractor shall, and procure that each of its Contractor Personnel shall, comply with:
 - a. the Modern Slavery Act 2015 (“**Slavery Act**”); and
 - b. the Authority’s anti-slavery policy as provided to the Contractor from time to time (“**Anti-Slavery Policy**”).
- (2) The Contractor shall:
 - a. implement due diligence procedures for its Contractor Personnel and other participants in its supply chains, to ensure that there is no slavery or trafficking in its supply chains;
 - b. respond promptly to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time and shall ensure that its responses to all such questionnaires are complete and accurate;
 - c. prepare and deliver to the Authority each year, an annual slavery and trafficking report setting out the steps it has taken to ensure that slavery



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- and trafficking is not taking place in any of its supply chains or in any part of its business;
 - d. maintain a complete set of records to trace the supply chain of all Services provided to the Authority regarding the Contract; and
 - e. implement a system of training for its employees to ensure compliance with the Slavery Act.
- (3) The Contractor represents, warrants and undertakes throughout the Term that:
- a. it conducts its business in a manner consistent with all applicable laws, regulations and codes including the Slavery Act and all analogous legislation in place in any part of the world;
 - b. its responses to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time are complete and accurate; and
 - c. neither the Contractor nor any of its Contractor Personnel, nor any other persons associated with it:
 - i. has been convicted of any offence involving slavery and trafficking; or
 - ii. has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence regarding slavery and trafficking.
- (4) The Contractor shall notify the Authority as soon as it becomes aware of:
- a. any breach, or potential breach, of the Anti-Slavery Policy; or
 - b. any actual or suspected slavery or trafficking in a supply chain which relates to the Contract.
- (5) If the Contractor notifies the Authority pursuant to Condition (3)c.ii above, it shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with the Contract.
- (6) If the Contractor is in Default under Condition (1)b above or (2)e above Authority may by notice:
- a. require the Contractor to remove from performance of the Contract any Contractor Personnel or other persons associated with it whose acts or omissions have caused the Default; or
 - b. immediately terminate the Contract.

50 Other Legislation

- (1) The Contractor shall, and shall procure that its subcontractors, agents and personnel, comply with all other applicable law in force from time to time for the duration of the Contract.



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- (2) The Contractor must use reasonable endeavours to comply with the provisions of Schedule X (Corporate Social Responsibility).
- (3) The Contractor indemnifies the Authority against any costs resulting from any Default by the Contractor relating to any applicable Law to do with the Contract.
- (4) The Contractor must appoint a Compliance Officer who must be responsible for ensuring that the Contractor complies with the Law and Conditions 13, 22, 42, 43, 44 and 46.

51 Health and Safety

- (1) The Contractor shall (and shall procure that the Contractor Personnel shall) perform its obligations under this Contract (including those in relation to the Services) in accordance with:
 - a. all applicable Law regarding health and safety; and
 - b. the Health and Safety Policy whilst at the Authority's Premises.
- (2) Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority Premises of which it becomes aware and which relate to or arise in connection with the performance of this Contract. The Contractor shall instruct the Contractor Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

52 Law and Jurisdiction

This Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.



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Schedule 4 – Contract Price

1. Calculation of the Contract Price

The Contract Price shall be calculated on the basis of the rates and prices set out in this Schedule. The Contract Price shall represent the sole remuneration due to the Contractor under this Contract.

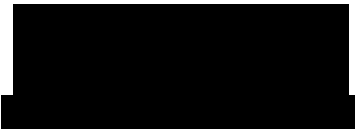
2. Contract Price

The total contract price shall be £4,000,000.00 (four million pounds). This is detailed as follows:

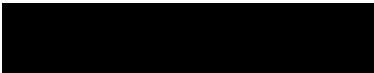
Phase 1



Phase 2



Ph2 £3,074,675.00





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Schedule 5

Annex 1

Processing, Personal Data and Data Subjects schedule

The Contractor will be compliant with the Data Protection Legislation as defined in the terms and conditions applying to this Invitation to Tender. A guide to the UK General Data Protection Regulation published by the Information Commissioner’s Office, can be found here: <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/lawful-basis-for-processing/>

The only processing that the Contractor is authorised to do is listed in Annex 1 by DESNZ, “the Authority” and may not be determined by the Contractor.

Annex 1: Processing, Personal Data and Data Subjects

(1) The contact details of the Authority’s Data Protection Officer are:

DESNZ Data Protection Officer
Department for Energy Security & Net Zero
1 Victoria Street
London
SW1H 0ET

Email: dataprotection@beis.gov.uk

(2) The contact details of the Contractor’s Data Protection Officer (or if not applicable, details of the person responsible for data protection in the organisation) are:



(3) The Contractor shall comply with any further written instructions with respect to processing by the Authority.

(4) Any such further instructions shall be incorporated into this Annex 1.

Description	Details
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Data Protection Legislation	<p>The UK GDPR and any applicable national implementing Laws as amended from time to time; or</p> <p>the DPA 2018 to the extent that it relates to Processing of personal data and privacy; or</p> <p>all applicable Law about the Processing of personal data and privacy</p>
UK General Data Protection Regulation (UK GDPR)	<p>The retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679) as transposed into UK Law by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019.</p>
Subject matter of the processing	<p>The processing is needed in order to ensure that the Contractor can effectively deliver the contract to provide the services.</p> <p>The processing of names and business contact details of staff of both the Authority and the Contractor will be necessary to deliver the services exchanged during the course of the Contract, and to undertake contract and performance management.</p> <p>The Contract itself will include the names and business contact details of staff of both the Authority and the Contractor involved in managing the Contract.</p>
Duration of the processing	<p>Processing will take place from 18th May 2023 for the duration of the Contract plus a 12-month retention period. The Contract will end on 31st March 2025.</p>
Nature and purposes of the processing	<p>The nature of the processing will include collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data etc.</p> <p>Processing takes place for the purposes of the following, but not limited to, employment</p>



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	<p>processing, statutory obligation, recruitment assessments, research etc.</p> <p>The nature of processing will include the storage and use of names and business contact details of staff of both the Authority and the Contractor as necessary to deliver the services and to undertake contract and performance management. The Contract itself will include the names and business contact details of staff of both the Authority and the Contractor involved in managing the Contract.</p>
Type of Personal Data	Names, business telephone numbers and email addresses, office location and position of staff of both the Authority and the Contractor as necessary to deliver the services and to undertake contract and performance management. The Contract itself will include the names and business contact details of staff of both the Authority and the Contractor involved in managing the Contract.
Categories of Data Subject	Staff of the Authority and the Contractor, including where those employees are named within the Contract itself or involved within contract management.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under UK GDPR to preserve that type of data	<p>The Personal Data will be retained by the Contractor for a twelve-month retention period, following which the Contractor will to be used where DESNZ wishes to retain the data: provide the Authority with a complete and uncorrupted version of the Personal Data in electronic form (or such other format as reasonably required by the Authority) and erase from any computers, storage devices and storage media that are to be retained by the Contractor after the expiry of the Contract and the Contractor retention period. The Contractor will certify to the Authority that it has completed such deletion.</p> <p>To be used where DESNZ wishes to have the data deleted all together: delete the Personal Data and erase the Personal Data from any computers, storage devices and storage media that are to be retained by the Contractor after the expiry of the Contract and the</p>



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	<p>Contractor retention period. The Contractor will certify to the Authority that it has completed such deletion.</p> <p>Where Personal Data is contained within the Contract documentation, this will be retained in line with the Department’s privacy notice found within the Invitation to Tender.</p>
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The nature of the service will require the Contractor to collect personal data directly from data subjects. The Contractor will use the agreed DESNZ privacy notice as instructed by the Authority.

DESNZ will be relying on consent as the relevant legal basis of processing. The Contractor will ensure that all communications requesting the provision on personal data allow for the data subject to provide clear, affirmative, informed, freely given and unambiguous consent, which requires a positive ‘opt-in.’ The Contractor will have mechanisms in place to ensure that consent is recorded and shown through an audit trail.