



Crown
Commercial
Service

CONTRACT TERMS

RESEARCH

MARKETPLACE

DYNAMIC PURCHASING

SYSTEM

REFERENCE NUMBER

RM6018

CONTENTS

INTRODUCTION

<u>1</u>	<u>APPOINTMENT & STATEMENTS OF WORK</u>
<u>2</u>	<u>TERM</u>
<u>3</u>	<u>CONTRACT GUARANTEE</u>
<u>4</u>	<u>CUSTOMERS OBLIGATIONS</u>
<u>5</u>	<u>SERVICE DELIVERY, DELAY AND RECTIFICATION</u>
<u>6</u>	<u>SUPPLIER: OTHER APPOINTMENTS</u>
<u>7</u>	<u>CUSTOMER: OTHER APPOINTMENTS</u>
<u>8</u>	<u>PERSONNEL</u>
<u>9</u>	<u>VARIATIONS AND CANCELLATIONS</u>
<u>10</u>	<u>APPROVALS AND AUTHORITY</u>
<u>11</u>	<u>PROJECT MANAGEMENT</u>
<u>12</u>	<u>FEES AND INVOICING</u>
<u>13</u>	<u>THIRD PARTY AGENCIES: ASSIGNMENT AND SUB-CONTRACTING</u>
<u>14</u>	<u>DISCOUNTS AND REBATES</u>
<u>15</u>	<u>CONFIDENTIALITY, TRANSPARENCY AND FREEDOM OF INFORMATION</u>
<u>16</u>	<u>SUPPLIER WARRANTIES</u>
<u>17</u>	<u>CUSTOMER WARRANTIES</u>
<u>18</u>	<u>LIABILITY</u>
<u>19</u>	<u>INSURANCE</u>
<u>20</u>	<u>INTELLECTUAL PROPERTY RIGHTS</u>
<u>21</u>	<u>AUDIT</u>
<u>22</u>	<u>ADVERTISING STANDARDS – NOT USED</u>
<u>23</u>	<u>TERMINATION</u>
<u>24</u>	<u>CONSEQUENCES OF TERMINATION</u>
<u>25</u>	<u>FORCE MAJEURE</u>
<u>26</u>	<u>NOTICES</u>
<u>27</u>	<u>STAFF TRANSFER</u>
<u>28</u>	<u>THIRD PARTY RIGHTS</u>
<u>29</u>	<u>DATA PROTECTION, SECURITY AND PUBLICITY</u>
<u>30</u>	<u>RETENTION AND SET OFF</u>

31	<u>INCOME TAX AND NATIONAL INSURANCE CONTRIBUTIONS</u>
32	<u>PREVENTION OF FRAUD AND BRIBERY</u>
33	<u>GENERAL</u>
34	<u>DISPUTE RESOLUTION</u>
35	<u>GOVERNING LAW AND JURISDICTION</u>
36	<u>ADDITIONAL</u>

SCHEDULE 1 – DEFINITIONS AND INTERPRETATIONS

SCHEDULE 2 – STATEMENT OF WORK

SCHEDULE 3 – STAFF TRANSFER

SCHEDULE 4 – DISPUTE RESOLUTION PROCEDURE

SCHEDULE 5 – VARIATION FORM

SCHEDULE 6 – CONTRACT CHARGES

SCHEDULE 7 – PROCESSING PERSONAL DATA AND DATA

SCHEDULE 8 – ADDITIONAL CLAUSES

SCHEDULE 9 – MOD DEFCONS AND DEFFORMS

Contract Terms

This Contract is made on the 22nd day of January 2019 between:

The Department for Business, Energy and Industrial Strategy with offices at 1 Victoria Street, London, SW1H 0ET ("the **Customer**"); and

The National Centre for Social Research, 35 Northampton Square, London EC1V 0AX ("the **Supplier**"),

Both the Customer and the Supplier can be referred to as a "**Party**" or together the "**Parties**"

INTRODUCTION

- (1) The Supplier is one of a number of organisations appointed by Crown Commercial Service (**CCS**) to the Dynamic Purchasing System (DPS) and is therefore able to enter into this Contract to provide the Project(s) to the Customer.
- (2) This Contract, made between the Customer and the Supplier, sets out the terms of the Supplier's appointment as a provider of the Project to the Customer. The Project will be delivered according to the terms of this Contract, any agreed Statement of Work, and the DPS Agreement.
- (3) The Supplier's appointment has been confirmed in the Letter of Appointment.
- (4) The Parties agree that the Project and associated Deliverables shall be supplied in accordance with the terms of the DPS Agreement and this Contract.

1. APPOINTMENT & STATEMENTS OF WORK

- 1.1. Throughout the Term of this Contract, the Supplier will perform Projects in accordance with agreed Statements of Work.
- 1.2. Subject to Clause 1.4 the Parties may agree new Projects to be delivered under this Contract by agreeing a new Statement of Work. This must be done in writing and using the form set out at Schedule 2 (Statement of Work). Once both Parties have signed a Statement of Work, it shall form part of this Contract.
- 1.3. Any schedule attached to a Statement of Work will describe in detail the different types of Services to be provided under that Statement of Work. A schedule attached to a Statement of Work only applies to the relevant Project to be delivered under that Statement of Work, and not to any other Statement of Work, or to the provision of the Project as a whole.
- 1.4. Where a Customer requires changes to the Project being provided this shall be dealt with as a proposed Variation to this Contract in accordance with the Variation procedure set out in Clause 9.

2. TERM

- 2.1. This Contract starts on the **29th January 2019** and ends on the **30th September 2019**, as stated in the Letter of Appointment unless changed in accordance with the terms of this Contract.
- 2.2. The Customer may extend this Contract for any period up to the Extension Expiry Date by giving the Supplier notice in writing before the Expiry Date. The minimum notice which must be given in order to amend the Expiry Date is specified in the Letter of Appointment.
- 2.3. The revised date the contract will end (the **New Expiry Date**) will be set out in the notice given under Clause 2.2 above.
- 2.4. The terms and conditions of this Contract will apply throughout any extended period.
- 2.5. Each Project starts on the Project Commencement Date and ends on the Project Completion Date, unless it is terminated earlier in accordance with Clause 23.

3. CONTRACT GUARANTEE

- 3.1. Where the Customer has stated in the Letter of Appointment that this Contract is conditional on receipt of a Guarantee, then, on or prior to the Effective Date (or on any other date specified by the Customer), the Supplier must provide:
 - 3.1.1. an executed Guarantee from a Guarantor; and

3.1.2. a certified copy extract of the board minutes and/or resolution of the Guarantor approving the execution of the Guarantee.

3.2. The Customer may at any time agree to waive compliance with the requirement in Clause 3.1 by giving the Supplier notice in writing.

4. CUSTOMER'S OBLIGATIONS

4.1. The Customer will give the Supplier instructions as to its requirements for the Project. These will be included in a Statement of Work and may include start and end dates for each stage of the proposed Project.

5. SERVICE DELAY, DELIVERY & RECTIFICATION

Service Delivery

5.1. The Supplier will give the Customer full and clear instructions as to what, if any, Customer Materials it reasonably requires to perform the Project.

5.1.1 comply with all Law;

5.1.2 use all reasonable and proper skill and care in its performance of Project;

5.1.3 comply with all reasonable Customer instructions regarding the Project, as long as these instructions do not materially amend the Statement of Work (unless the amendment has been agreed in accordance with Clause 9.1);

5.1.4 keep Customer Materials under its control safe and secure and in accordance with any security policy provided by the Customer; and

5.1.5 provide all Deliverables by any dates set out in the applicable Statement of Work or any other date(s) agreed by the parties in writing.

Delay

5.2. If the Customer materially breaches its obligations in connection with this Contract (including its payment obligations), and consequently delays or prevents the Supplier from performing any of the agreed Services or providing any of the agreed Deliverables this will be a "Customer Cause". In the event of a Customer Cause, the Supplier will be granted an appropriate extension of time (to be approved by the Customer, acting reasonably) to perform the agreed Services or provide the agreed Deliverables. The Supplier will not be liable for any Losses incurred by the Customer as a result of Customer Cause, provided the Supplier complies with its obligations set out at Clause 5.4.

5.3. The Supplier must notify the Customer within two (2) Working Days of the Supplier becoming aware that the Customer has breached, or is likely to breach, its obligations in connection with this Contract. This notice must detail:

5.3.1 the Customer Cause and its actual or potential effect on the Supplier's ability to meet its obligations under this Contract, and

5.3.2 any steps which the Customer can take to eliminate or mitigate the consequences and impact of such Customer Cause.

- 5.4. The Supplier must use all reasonable endeavours to eliminate or mitigate the consequences and impact of a Customer Cause. The Supplier must try to mitigate against any Losses that the Customer or the Supplier may incur, and the duration and consequences of any delay or anticipated delay.
- 5.5. If at any time the Supplier becomes aware that it may not be able to deliver the Project by any date set out in the applicable Statement of Work (or any other deadline agreed by the Parties in writing), this will constitute a Default and the Supplier will immediately notify the Customer of the Default and the reasons for the Default.
- 5.6. If the Default described in Clause 5.6 above is, in the Customer's opinion capable of remedy, the Customer may, up to 10 Working Days from being notified of the Default, instruct the Supplier to comply with the Rectification Plan Process.

Rectification Plan Process

- 5.7. If instructed to comply with the Rectification Plan Process by the Customer under Clause 5.7 above, the Supplier will submit a draft Rectification Plan to the Customer to review as soon as possible and in any event within ten (10) Working Days (or such other period as may be agreed between the Parties) from being instructed to do so. The Supplier shall submit a draft Rectification Plan even if the Supplier does not agree that the Default is capable of remedy.
- 5.8. The draft Rectification Plan shall set out:
- 5.6.1 full details of the Default that has occurred, including the underlying reasons for it;
 - 5.6.2 the actual or anticipated effect of the Default; and
 - 5.6.3 the steps which the Supplier proposes to take to rectify or mitigate the Default and to prevent any recurrence of the Default, including timescales for such steps and for the rectification of the Default (where applicable).
- 5.9. The Supplier shall promptly provide to the Customer any further documentation that the Customer requires to assess the Supplier's reasoning behind the default. If the Parties do not agree on the root cause set out in the draft Rectification Plan, either Party may refer the matter to be determined in accordance with paragraph 5 of Schedule 4 (Dispute Resolution Procedure).
- 5.10 The Customer may reject the draft Rectification Plan by notice to the Supplier if, acting reasonably, it considers that the draft Rectification Plan is inadequate. An example of an inadequate draft Rectification Plan is one which:
- 5.10.1 is insufficiently detailed to be capable of proper evaluation;
 - 5.10.2 will take too long to complete;
 - 5.10.3 will not prevent reoccurrence of the Default;
 - 5.10.4 will rectify the Default but in a manner which is unacceptable to the Customer; or
 - 5.10.5 will not rectify the Default.
- 5.11 The Customer will tell the Supplier as soon as reasonably practicable if it agrees to or

rejects the draft Rectification Plan.

5.12 The customer rejects the draft Rectification Plan, the customer will give reasons for its decision in its rejection notice. The Supplier must take these reasons into account in the preparation of a revised Rectification Plan. The Supplier shall submit a revised draft of the Rectification Plan to the Customer for review within five (5) Working Days (or such other period as agreed between the Parties) of the Customer's rejection notice.

5.13 If the Customer agrees the draft Rectification Plan, or any revised draft Rectification Plan, the Supplier shall immediately start work on the actions set out in the Rectification Plan.

6. SUPPLIER: OTHER APPOINTMENTS

6.1 Adverse public perception could have a detrimental impact on the Customers desired outcomes for the Project. To minimise this risk, the Supplier must not, without the Customer's Approval (not to be unreasonably withheld), provide research services to a third party during the Term of this Contract where the provision of such services (in the reasonable opinion of the Customer):

6.1.1 has the potential to adversely affect the Customer's desired outcome of the Project or diminish the trust that the public places in the Customer; or

6.1.2 is likely to cause embarrassment to the Customer or bring the Customer into disrepute or may result in a conflict of interest for the Customer.

6.2 Where the Supplier is already providing research services to a third party in the situations set out in 6.1 prior to the Effective Date, the Supplier warrants that it has informed the Customer of this before entering into this Contract.

6.3 If the Supplier becomes aware of a breach, or potential breach, of its obligations under Clause 6.1, the Supplier must notify the Customer immediately, providing full details of the nature of the breach and the likely impact on any Projects

6.4 If the Supplier breaches Clause 6.1, the Customer may terminate this Contract, a Project, or any part of a Project with immediate effect in accordance with Clause 23.3.

7. CUSTOMER: OTHER APPOINTMENTS

7.1 Subject to Clause 6 the relationship between the Parties is non-exclusive. The Customer is entitled to appoint any other Supplier to perform the Project which are the same or similar to the Project.

8. PERSONNEL

8.1 The Supplier must ensure that Supplier personnel who provide the Project Project:

8.1.1 are appropriately experienced, qualified and trained to provide the Project in accordance with this Contract;

8.1.2 apply all reasonable skill, care and diligence in providing the Project;

8.1.3 obey all lawful instructions and reasonable directions of the Customer and provide the Project to the reasonable satisfaction of the Customer, and

8.1.4 are vetted in accordance with Good Industry Practice and, where applicable, the security requirements of the Customer and the Standards.

8.2 The Supplier will be liable for all acts or omissions of the Supplier personnel. Any act or omission of a member of any Supplier personnel which results in a breach of this Contract is a breach by the Supplier.

8.3 The Customer acknowledges and agrees that it may be necessary for the Supplier to replace the personnel providing the Project with alternative personnel with similar levels of seniority and experience.

8.4 The Supplier will seek to ensure that any Key Individual responsible for the provision of the Project will remain involved in the Project. If any Key Individual leave the Supplier, or ceases to be involved in the provision of the Project for any reason (for example, if they are promoted to a different role within the Supplier), the Supplier will consult with the Customer and, subject to the Customer's Approval, appoint a suitable replacement.

8.5 If the Customer reasonably believes that any of the Supplier personnel are unsuitable to undertake work on this Contract, it will notify the Supplier who will then end the person's involvement in providing the Project.

9. VARIATIONS AND CANCELLATIONS

9.1 Either Party may request a change to this Contract, a Project or a Statement of Work. Any requested change must not amount to a material change of this Contract (within the meaning of the Regulations and the Law). A change, once implemented, is called a "Variation".

9.2 A Party may request a Variation by completing, signing and sending the Variation Form to the other Party. The requesting Party must give sufficient information for the receiving Party to assess the extent of the proposed Variation and any additional cost that may be incurred by it.

9.3 Subject to Clause 9.5, the receiving Party must respond to the request within the time limits specified in the Variation Form. The time limits shall be reasonable and ultimately at the discretion of the Customer, having regard to the nature of the Project and the proposed Variation.

9.4 If the Supplier requests a Variation, the Customer can ask the Supplier to carry out an assessment of the effects of the proposed Variation (an **Impact Assessment**). The Impact Assessment must consider:

9.4.1 the impact of the proposed Variation on the Project and Supplier's ability to meet its other obligations under this Contract (including in relation to other Statements of Work);

9.4.2 the initial cost of implementing the proposed Variation and any ongoing costs post-implementation;

- 9.4.3 any increase or decrease in the Contract Charges, any alteration in the resources or expenditure required by either Party and any alteration to the working practices of either Party;
- 9.4.4 a timetable for the implementation, together with any proposals for the testing of the Variation; and
- 9.4.5 any other information the Customer reasonably asks for in response to the Variation request.

9.5 The Parties may agree to adjust the time limits specified in the Variation Form so the Impact Assessment can be carried out.

9.6 If the Parties agree the Variation, the Supplier will implement it, and be bound by it as if it was part of this Contract.

9.7 Until a Variation is agreed, the Supplier must continue to perform and be paid for the Project as originally agreed, unless otherwise notified by the Customer.

9.8 Subject to Clauses 9.9 and 23.1 the Customer can require the Supplier to suspend or cancel any Project or Statement of Work, or any part of a Project, including any plans, schedules or work in progress at any time, regardless of whether a Variation has been requested. Any request shall be made by an Authorised Customer Approver in writing. The Supplier will take all reasonable steps to comply with any such request as soon as possible.

9.9 In the event of any cancellation under Clause 9.8, the Customer will pay the Supplier all Contract Charges reasonably and properly incurred by the Supplier during the Project Notice Period, provided that the Supplier uses all reasonable endeavours to mitigate any charges or expenses.

10. APPROVALS AND AUTHORITY

10.1 For the purposes of this Contract, any reference to Customer Approval means written approval in one of the following ways:

10.1.1 the Customer issuing a purchase order bearing the signature of an Authorised Customer Approver, or

10.1.2 e-mail from the individual business e-mail address of an Authorised Customer Approver, or

10.1.3 the signature of an Authorised Customer Approver on the Supplier's documentation

10.2 Any reference to Supplier Approval means written approval in one of the following ways:

10.2.1 e-mail from the individual business e-mail address of an Authorised Supplier Approver, or

10.2.2 the signature of an Authorised Supplier Approver on the Customer's documentation

10.3 The Supplier will seek the Customer's Approval of:

10.3.1 any estimates or quotations for any costs to be paid by the Customer that are not agreed in a Statement of Work; and

10.4 The Supplier will seek the Customer's Approval of any draft Deliverables. The Customer's Approval will be the Supplier's authority to proceed with the use of the relevant Deliverables.

10.5 If the Customer does not approve of any matter requiring Approval, it must notify the Supplier of its reasons for disapproval within fourteen (14) days of the Supplier's request.

10.6 If the Customer delays giving Approval or notifying the Supplier as to its disapproval, the Supplier will not be liable for any resulting delays or adverse impact caused to the delivery of the Project.

11. PROJECT MANAGEMENT

11.1 During the Term of this Contract, the Supplier will:

11.1.1 keep the Customer fully informed as to the progress and status of all Services and Deliverables, by preparing and submitting written reports at such intervals and in such format as is agreed by the Parties.

11.1.2 promptly inform the Customer of any actual or anticipated problems relating to provision of the Deliverables.

11.2 During the Term, the Parties' respective project managers will arrange and attend meetings to review the status and progress of the Project(s) and to seek to resolve any issues that have arisen. These meetings will be held at locations and intervals as agreed by the parties.

11.3 Unless otherwise agreed in the Statement of Work, the Supplier will produce contact reports providing each Party with a written record of matters of substance discussed at meetings or in telephone conversations between the parties within three (3) Working Days of such discussions. If the Customer does not question any of the subject matter of a contact report within seven (7) Working Days of its receipt, it will be taken to be a correct record of the meeting or telephone conversation.

12. FEES AND INVOICING

- 12.1. The Contract Charges for the Project will be the full and exclusive remuneration of the Supplier for supplying the Project. Unless expressly agreed in writing by the Customer in the Statements of Work, the Contract Charges will include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Project.
- 12.2. All amounts stated are exclusive of VAT which will be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Project.
- 12.3. The Supplier will invoice the Customer in accordance with the payment profile agreed in the Statements of Work. Each invoice will include all supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Project supplied in the invoice period.
- 12.4. The Customer will pay the Supplier the invoiced amounts no later than thirty (30) days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under this Contract, withhold or reduce payments in the event of unsatisfactory performance.
- 12.5. If the Customer does not pay an undisputed amount properly invoiced by the due date, the Supplier has the right to charge interest on the overdue amount at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 12.6. NOT USED.
- 12.7. The Customer is entitled to deduct from any sum due any money that the Supplier owes the Customer. This includes any sum which the Supplier is liable to pay to the Customer in respect of breach of this Contract. In these circumstances, the Supplier may not assert any credit, set-off or counterclaim against the Customer.
- 12.8. The Supplier will indemnify the Customer on a continuing basis against any liability (to include any interest, penalties or costs incurred, levied, demanded or assessed) on the Customer at any time in respect of the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Contract. Any amounts due under Clause 12.2 will be paid by the Supplier to the Customer not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Customer.
- 12.9. If there is a dispute between the Parties about an amount invoiced, the Customer will pay the undisputed amount by the due date. The Supplier will not suspend the supply of the Project in any Project, unless the Supplier is entitled to terminate that Project for a failure to pay undisputed sums in accordance with Clause 22.8.

13. THIRD PARTY AGENCIES: ASSIGNMENT AND SUB-

CONTRACTING Assignment and Sub-Contracting

- 13.1. Other than where a Sub-Contractor is agreed in the Letter of Appointment or a Statement of Work, the Supplier will not, without the Approval of the Customer, assign, sub-contract, novate or in any way dispose of the benefit or the burden of this Contract or any part of it.
- 13.2. In requesting Approval to sub-contract, the Supplier will:
- 13.2.1 use reasonable care and skill in the selection of proposed Sub-Contractors;
 - 13.2.2 if the Customer requests, the Supplier will obtain more than one quote for a particular sub-contracted service; and
 - 13.2.3 provide the Customer with a business case for sub-contracting all or part of the Project, identifying the reasons for the Supplier to sub- contract to its proposed sub-contractor. The Customer may reject the Supplier's request to appoint a proposed sub-contractor if it considers the proposed sub- contractor does not provide value for money.
- 13.3. If the Customer consents to the Supplier's proposed sub-contractor, it shall be a Sub-Contractor as the term is defined in Schedule 1 (Definitions).
- 13.4. In granting consent to any assignment, novation sub-contracting or disposal, the Customer may set additional terms and conditions it considers necessary.
- 13.5. The Supplier shall ensure that its Sub-Contractor does not further sub-contract all or part of the Project or Deliverables without the Customer's Approval.
- 13.6. Any contracts the Supplier enters into with third party suppliers for Services and Deliverables ("**Sub-Contracts**") must be on terms that are in line with the Suppliers' standard contractual terms and conditions, must not permit further sub-contracting, and must not conflict with the terms of this Contract.
- 13.7. Provided that the Supplier has notified the Customer of any significant restrictions or contract terms contained in any Sub-Contracts, the Customer hereby acknowledges that:
- 13.7.1. its right to use or otherwise benefit from any Services or Deliverables acquired under Sub-Contracts will be as set out in the Sub-Contracts; and
 - 13.7.2. it will be responsible for any reasonable and proper charges or liabilities (including cancellation payments) that the Supplier is directly liable for under Sub-Contracts only to the extent that that these are caused by an act or omission of the Customer or its Affiliates.
- 13.8. The Supplier will promptly provide the Customer with a copy of any Sub-Contract if requested to do so.
- 13.9. The Supplier will be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 13.10. The Supplier will obtain the Customer's Approval before commissioning services from any Supplier Affiliate.

Supply Chain Protection

- 13.11. The Supplier will ensure that all Sub-Contracts contain provisions:

the Sub-Contractor within a specified period not exceeding thirty (30) days from the receipt of a Valid Invoice;

- 13.11.2. requiring the Supplier to verify any invoices submitted by a Sub-Contractor in a timely manner;
- 13.11.3. giving the Customer the right to publish the Supplier's compliance with its obligation to pay undisputed invoices to the Sub-Contractor within the specified payment period;
- 13.11.4. giving the Supplier a right to terminate the Sub-Contract if the Sub-Contractor fails to comply with legal obligations in the fields of environmental, social or labour law; and
- 13.11.5. requiring the Sub-Contractor to include in any Sub-Contract which it in turn awards provisions to the same effect as those required by this Clause 13.11.

14. DISCOUNTS AND REBATES

- 14.1. The Supplier will disclose to the Customer any commission, discount or rebate earned by the Supplier arising in respect of third party costs directly related to the Projects. The Customer will receive the full benefit of such commission, discount or rebate.

15. CONFIDENTIALITY, TRANSPARENCY AND FREEDOM OF INFORMATION

CONFIDENTIALITY

- 15.1. For the purposes of the Clauses below, a Party which receives or obtains, directly or indirectly, Confidential Information is a "Recipient". A Party which discloses or makes available Confidential Information is a "Disclosing Party".
- 15.2. Unless a Recipient has express permission to disclose Confidential Information, it must:
 - 15.2.1. treat the Disclosing Party's Confidential Information as confidential and store it securely
 - 15.2.2. not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Contract or with the owner's prior written consent
 - 15.2.3. use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Contract, and
 - 15.2.4. immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.
- 15.3. A Recipient is entitled to disclose Confidential Information: if:
 - 15.3.1. where disclosure is required by applicable Law or by a court with the required jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information Contract and extent of the disclosure;
 - 15.3.2. if the Recipient already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
 - 15.3.3. if the information was given to it by a third party without obligation of confidentiality;

- 15.3.4. if the information was in the public domain at the time of the disclosure;
 - 15.3.5. if the information was independently developed without access to the Disclosing Party's Confidential Information;
 - 15.3.6. to its auditors or for the purposes of regulatory requirements;
 - 15.3.7. on a confidential basis, to its professional advisers on a need-to-know basis; and/or
 - 15.3.8. to the Serious Fraud Office where the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 15.3. If the Recipient is required by Law to disclose Confidential Information, it should notify the Disclosing Party as soon as reasonably practicable and to the extent permitted by Law. It may advise the Disclosing Party of what Law or regulatory body requires such disclosure and what Confidential Information it will be required to disclose.
- 15.4. Subject to Clauses 15.3 and 15.4, the Supplier may disclose Confidential Information, on a confidential basis, to:
- 15.5.1. Supplier personnel or Sub-Contractors who are directly involved in the provision of the Project and need to know the Confidential Information to enable performance under this Contract, and
 - 15.5.2. its professional advisers for the purposes of obtaining advice in relation to this Contract.
- 15.5. Where the Supplier discloses Confidential Information in such circumstances, it remains responsible for ensuring the persons to whom the information was disclosed comply with the confidentiality obligations set out in this Contract.
- 15.6. The Customer may disclose the Confidential Information of the Supplier:
- 15.7.1. to any Central Government Body, on the basis that the information may only be further disclosed to Central Government Bodies
 - 15.7.2. to Parliament, including any Parliamentary committees, or if required by any British Parliamentary reporting requirement
 - 15.7.3. if disclosure is necessary or appropriate in the course of carrying out its public functions
 - 15.7.4. on a confidential basis to a professional adviser, consultant, supplier or other person engaged by a Central Government Body or Contracting Body (including any benchmarking organisation) for any purpose relating to or connected with this Contract
 - 15.7.5. on a confidential basis for the purpose of the exercise of its rights under this Contract, or
 - 15.7.6. to a proposed successor in title (transferee, assignee or novatee) to the Customer

confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this Clause 15.

15.9. Nothing in this Clause 15 will prevent a Recipient from using any techniques, ideas or know-how gained during the performance of this Contract in the course of its normal business, as long as this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.

15.10. If the Supplier fails to comply with this Clause 15, the Customer can terminate this Contract.

TRANSPARENCY

15.11. Except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract (and any Transparency Reports submitted by the Supplier under it) is not Confidential Information. This will be made available in accordance with the procurement policy note 13/15 www.gov.uk/government/uploads/system/uploads/attachment_data/file/458554/Procurement_Policy_Note_13_15.pdf and the Transparency Principles referred to therein.

15.12. The Customer will determine whether any of the content of this Contract is exempt from disclosure in accordance with the provisions of the FOIA. The Customer may consult with the Supplier to inform its decision regarding any redactions but will have absolute discretion over the final decision.

15.13. Notwithstanding any other provision of this Contract, the Supplier consents to the Customer publishing this Contract in its entirety (including any agreed changes). Any information which is exempt from disclosure in accordance with the provisions of the FOIA will be redacted).

15.14. The Supplier will cooperate with the Customer to enable publication of this Contract.

FREEDOM OF INFORMATION

15.15. The Customer is subject to the requirements of the FOIA and the EIRs. The Supplier will:

15.15.1. provide all necessary assistance to the Customer to enable it to comply with its information disclosure obligations.

15.15.2. send all Requests for Information it receives relating to this Contract to the Customer as soon as practicable and within a maximum of 2 Working Days from receipt.

15.15.3. provide the Customer with a copy of all information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within five (5) Working Days of the Customer's request.

15.16. The Supplier must not respond directly to a Request for Information without the Customer's Approval.

(including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Customer will take reasonable steps to notify the Supplier of a Request for Information where it is permissible and reasonably practical for it to do so. However, the Customer will be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information are exempt from disclosure in accordance with the FOIA and/or the EIRs.

16. SUPPLIER WARRANTIES

16.1. The Supplier warrants that:

16.2.1. it has full capacity and authority to enter into this Contract and that by doing so it will not be in breach of any obligation to a third party;

16.2.2. the personnel who perform the Project are competent and suitable to do so;

16.2. The Supplier undertakes that:

16.2.3. the use of the Deliverables by the Customer in accordance with this Contract and for the purposes set out in the Statement of Work will not infringe the copyright of any third party; and

16.2.4. as at the date they are delivered, the Deliverables of this Contract may be used for the purposes set out in the Statement of Work and comply with all relevant regulations and standards stipulated within the Statement of Work.

16.3. The Supplier hereby indemnifies the Customer against any Losses incurred by the Customer as a result of breach by the Supplier of its warranty and undertaking in Clauses 16.1 and 16.2.

17. CUSTOMER WARRANTIES

17.1. The Customer warrants that:

17.1.1 it has full capacity and authority to enter into this Contract and that by doing so it will not be in breach of any obligation to a third party; and

17.1.2 the Customer Materials will not, when used in accordance with this Contract and any written instructions given by the Customer, infringe third party copyright.

18. LIABILITY

18.1. Nothing in this Contract will exclude or in any way limit either Party's liability for fraud, death or personal injury caused by its negligence.

18.2. Subject always to Clauses 18.1 and 18.3, the maximum amount the Supplier can be liable for in respect of all Defaults shall in no event exceed:

18.2.1. in relation to any Defaults occurring from the Effective Date to the end of the first Contract Year, the higher of the figure specified in the Letter of Appointment or a sum equal to 125% of the Contract Charges estimated by the Customer for the first Contract Year;

18.2.2. in relation to any Defaults occurring in each subsequent Contract Year that commences during the remainder of the Term, the higher of the figure specified in the Letter of Appointment or a sum equal to 125% of the Contract Charges payable to the Supplier under this Contract in the previous Contract Year; and

18.2.3. in relation to any Defaults occurring in each Contract Year that commences after the end of the Initial Term, the higher of the figure specified in the Letter of Appointment or a sum equal to 125% of the Contract Charges payable to the Supplier under this Contract in the last Contract Year commencing during the Term;

18.3. Subject to Clause 18.1 and except for any claims arising under Clause 20.12, neither Party will be liable to the other in any situation for any:

18.3.1. loss of profits

18.3.2. loss of goodwill or reputation

18.3.3. loss of revenue

18.3.4. loss of savings whether anticipated or otherwise; or

18.3.5. indirect or consequential loss or damage of any kind

18.4. Without prejudice to its obligation to pay the undisputed Contract Charges as and when they fall due for payment, the Customer's total aggregate liability in respect of all defaults, claims, losses or damages howsoever caused will in no event exceed the figure specified in the Letter of Appointment.

19. INSURANCE

19.1. The Supplier will hold insurance policies to the value sufficient to meet its liabilities in connection with this Contract (including any specific insurance requirements as are set out in the Statements of Work). The Supplier will provide the Customer with evidence that such insurance is in place at the Customer's request.

19.2. The Supplier will effect and maintain the policy or policies of insurance as stipulated in the Letter of Appointment.

19.3. If, for whatever reason, the Supplier fails to comply with the provisions of this Clause 19 the Customer may make alternative arrangements to protect its interests. If the Customer does so, it may recover the premium and other costs of such arrangements as a debt due from the Supplier.

19.4. Any insurance effected by the Supplier will not relieve it of any liability under this Contract. It is the Supplier's responsibility to determine the amount of insurance cover that will be adequate to enable the Supplier to satisfy any liability in relation to the performance of its obligations under this Contract.

19.5. The Supplier must ensure that the policies of insurance it holds pursuant to this Clause 19 are not cancelled, suspended or vitiated. The Supplier will use all reasonable endeavours to notify the Customer (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any circumstance whereby the relevant insurer could give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

20. INTELLECTUAL PROPERTY RIGHTS (IPR)

- 20.1 The Supplier acknowledges that the Customer retains ownership of Customer Materials and all Intellectual Property Rights in them. This includes any modifications or adaptations of Customer Materials produced by the Supplier in the course of delivering the Project. The Customer hereby grants to the Supplier a non-exclusive license to use the Customer Materials during the applicable Project Term solely for the purposes of delivering the Project.
- 20.2. The Supplier hereby:
- 20.2.1. assigns to the Customer all of the IPR other than copyright and database rights in the Supplier Materials which are capable of being assigned, together with the right to sue for past infringement of such IPR in the Supplier Materials; and
 - 20.2.2. assigns to the Crown all of the copyright and database rights in the Supplier Materials which are capable of being assigned, together with the right to sue for past infringement of such copyright and database rights in the Supplier Materials.
- 20.3. All IPR in the Supplier Proprietary Materials remain the property of the Supplier. The Supplier grants to the Customer a non-exclusive, royalty-free license to use any Supplier Proprietary Materials as are included in the Deliverables, in the Territory, for the period of time and for the purposes set out in the Statement of Work.
- 20.4. All IPR in Project Specific Materials shall be owned by the Customer and the Customer hereby grants a non-exclusive, royalty-free license to use any Project Specific Materials for the purposes of providing the Project throughout the Term.
- 20.5. Prior to delivery of the Deliverables to the Customer, the Supplier will obtain all licenses or consents in respect of Third Party Materials that are required so the Customer can use these Third Party Materials for the purposes set out in the Statement of Work. The Supplier will notify the Customer of any restrictions on usage and any other contractual restrictions arising in respect of such Third Party Materials.
- 20.6. The Supplier agrees:
- 20.6.1. at the Customer's request and expense, to take all such actions and execute all such documents as are necessary (in the Customer's reasonable opinion) to enable the Customer to obtain, defend or enforce its rights in the Supplier Materials and Deliverables; and
 - 20.6.2. neither to do nor fail to do any act which would or might prejudice the Customer's rights under this Clause 20.
- 20.7. To the extent permitted by law, the Supplier shall ensure that all Moral Rights in the Supplier Materials are waived. Where it is not lawfully possible to waive Moral Rights, the Supplier agrees not to assert any Moral Rights in respect of the Supplier Materials.
- 20.8. The Supplier will use its reasonable endeavours to ensure that all Moral Rights in Third Party Materials are waived. Where it is not lawfully possible to waive Moral Rights, the Supplier will work with the owner or creator of the Third Party Materials to procure that Moral Rights are not asserted in respect of Third Party Materials. If the Supplier cannot obtain such waiver of (or agreement not to assert) such Moral Rights in respect of any Third Party Materials, the Supplier will notify the Customer and will obtain the Customer's Approval

prior to incorporating such Third Party Materials into the Deliverables.

- 20.9. During the Term, if the Supplier is asked to take part in a competitive pitch or other similar process for the Customer, then notwithstanding any of the previous provisions of this Clause 20, the Supplier will retain ownership of all Intellectual Property Rights in any Materials forming part of the pitch process. If the Supplier is successful in such pitch and the Parties agree that such Materials will be used in a Project the Supplier will assign all such Intellectual Property Rights to the Customer.
- 20.10. The Supplier is not liable in connection with this Contract for any modifications, adaptations or amendments to any Deliverables made by the Customer or by a third party on the Customer's behalf after the Supplier has handed them over. The Supplier is also not liable if any fault, error, destruction or other degradation in the quality and/or quantity of the Deliverables arises due to the acts or omissions of the Customer or its Affiliates.
- 20.11. The terms of and obligations imposed by this Clause 20 continue after the termination of this Contract.
- 20.12. The Supplier will indemnify the Customer in full against all Losses (whether direct or indirect) in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights in connection with the supply or use of the Project, if the claim is attributable to the acts or omission of the Supplier any of its Associates. This indemnity extends to any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer.

21. AUDIT

21.1. The Supplier will keep and maintain full and accurate records and accounts of the operation of this Contract, the Project provided under it, any Sub-Contracts and the amounts paid by the Customer for at least seven (7) years after the Expiry Date or New Expiry Date, or such longer period as the Parties agree.

21.2. The Supplier will:

21.2.1. keep the records and accounts referred to in Clause 21.1 in accordance with Good Industry Practice and Law, and

21.2.2. afford any Auditor access to the records and accounts referred to in Clause 21.1 at the Supplier's premises and/or provide records and accounts (including copies of the Supplier's published accounts) or copies of the same to Auditors throughout the Term and the period specified in Clause 21.1. This is so the Auditor(s) can assess compliance by the Supplier and/or its Sub-Contractors with the Supplier's obligations under this Contract, and in particular to:

- a) verify the accuracy of the Contract Charges and any other amounts payable by the Customer under this Contract (and proposed or actual variations to them in accordance with this Contract);**
- b) verify the costs of the Supplier (including the costs of all Sub-Contractors and any third party suppliers) in connection with the provision of the Project;**
- c) verify the Supplier's and each Sub-Contractor's compliance with the applicable Laws;**
- d) identify or investigate an actual or suspected act of fraud or bribery, impropriety or accounting mistakes or any breach or threatened breach of security. In these circumstances, the Customer is not obliged to inform the Supplier of the purpose or objective of its investigations;**
- e) identify or investigate any circumstances which may impact upon the financial stability of the Supplier or any Sub-Contractors or their ability to perform the Project;**
- f) obtain such information as is necessary to fulfil the Customer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes, including the supply of information to the Comptroller and Auditor General;**
- g) review any books of account and the internal contract management accounts kept by the Supplier in connection with this Contract;**
- h) carry out the Customer's internal and statutory audits and to prepare, examine and/or certify the Customer's annual and interim reports and accounts**
- i) enable the National Audit Office to carry out an examination under Section 6(1) of the National Audit Act 1983;**
- j) review any records relating to the Supplier's performance of the provision of**

the Project and to verify that these reflect the Supplier's own internal reports and records;

- k) verify the accuracy and completeness of any information delivered or required by this Contract;
- l) inspect the Customer Materials, including the Customer 's IPRs, equipment and facilities, for the purposes of ensuring that the Customer Materials are secure; and
- m) review the integrity, confidentiality and security of any Customer data.

21.2.3. audit does not unreasonably disrupt the Supplier or delay the provision of the Project (although the Supplier accepts and acknowledges that control over the conduct of audits carried out by the Auditor(s) is outside of the control of the Customer.)

21.3. Supplier's rights in respect of Confidential Information, the Supplier will on demand, provide the Auditor(s) with all reasonable co-operation and assistance in providing:

21.3.1. all reasonable information requested by the Customer within the scope of the audit;

21.3.2. reasonable access to sites controlled by the Supplier and to any equipment used in the provision of the Project; and

21.3.3. access to the Supplier personnel.

21.4. The Parties agree that they will bear their own respective costs and expenses incurred during any Audit, unless the Audit reveals a default by the Supplier, whereby the Supplier will reimburse the Customer for the Customer's reasonable costs incurred in relation to the Audit.

21.5. If an Audit reveals that the Customer has been overcharged, the Supplier will reimburse to the Customer the amount of the overcharge within thirty (30) days. If an Audit reveals the Supplier has been underpaid, the Customer shall pay to the Supplier the amount of the underpayment within thirty (30) days.

22. NOT USED

23. TERMINATION

Customer Rights of Termination

- 23.1. The Customer may, by giving no less than three (3) month's written notice to the Supplier, terminate this Contract without cause.
- 23.2. The Customer may terminate or cancel a Project at any time subject to Clause 9.8 and payment of all Contract Charges specifically set out at Clause 9.9 of Clause 9 (Variations and Cancellations).
- 23.3. The Customer may terminate this Contract or a Project by written notice to the Supplier with immediate effect if the Supplier:

23.3.1. commits a material Default which cannot be remedied;

- 23.3.2. repeatedly breaches any of the terms and conditions of this Contract in such a manner as to indicate that it does not have the intention or ability to adhere to the terms and conditions;
- 23.3.3. commits a Default, including a material Default, which in the opinion of the Customer is remediable but has not remedied such Default to the satisfaction of the Customer within thirty (30) days of receiving notice specifying the Default and requiring it to be remedied or in accordance with the Rectification Plan Process;
- 23.3.4. breaches any of the provisions of Clauses 6.1 (Supplier: Other Appointments), 10 (Approvals and Authority), 15 (Confidentiality, Transparency and Freedom of Information), and 32 (Prevention of Fraud and Bribery);
- 23.3.5. is subject to an Insolvency Event; or
- 23.3.6. fails to comply with legal obligations.
- 23.4. The Supplier must notify the Customer as soon as practicable of any Change of Control or any potential Change of Control.
- 23.5. The Customer may terminate this Contract with immediate effect by written notice to the Supplier within six (6) Months of:
 - 23.5.1. being notified in writing that a Change of Control is anticipated or in contemplation or has occurred; or
 - 23.5.2. where no notification has been made, the date that the Customer becomes aware that a Change of Control is anticipated or is in contemplation or has occurred, but shall not be permitted to terminate where an Approval was granted prior to the Change of Control.
- 23.6. The Customer may terminate this Contract or a Project by giving the Supplier at least fourteen (14) days' notice if:
 - 23.6.1. the DPS Agreement is terminated for any reason;
 - 23.6.2. the Parties fail to agree a Variation under Clause 9; or
 - 23.6.3. the Supplier fails to implement an agreed Variation.
- 23.7. Where this Contract is conditional upon the Supplier procuring a Guarantee pursuant to Clause 3 (Contract Guarantee), the Customer may terminate this Contract by issuing a notice of termination Notice to the Supplier where:
 - 23.7.1 the Guarantor withdraws the Guarantee for any reason;
 - 23.7.2. the Guarantor is in breach or anticipatory breach of Guarantee;
 - 23.7.3. an Insolvency Event occurs in respect of the Guarantor; or
 - 23.7.4. the Guarantee becomes invalid or unenforceable for any reason whatsoever,
 - 23.7.5. and in each case the Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to the Customer; or

23.7.6. the Supplier fails to provide the documentation required by Clause 3.1 by the date so specified by the Customer.

Supplier Rights to Terminate

23.7.7. The Supplier may terminate a Project by written notice to the Customer if:

23.7.8. the Customer has not paid any undisputed amounts falling due under that Project, and

23.7.9. the undisputed sum due remains outstanding for forty (40) Working Days after the Customer has received a written notice of non-payment from the Supplier specifying:

- a) the Customer's failure to pay;
- b) the correct overdue and undisputed sum;
- c) the reasons why the undisputed sum is due; and
- d) the requirement on the Customer to remedy the failure to pay

This right of termination does not apply where the failure to pay is due to the Customer exercising its rights under this Contract (including the right to set off under Clause 29).

24. CONSEQUENCES OF TERMINATION

- 24.1. Termination of a Project in accordance with the terms of this Contract by either Party shall not serve to terminate this Contract, which will continue in full force and effect.
- 24.2. If this Contract is terminated, all ongoing and outstanding Projects will also terminate on the same date as this Contract.
- 24.3. Upon termination of this Contract or a Project for any reason:
 - 24.3.1. the Expiry Date or New Expiry Date shall be the date this Contract terminates;
 - 24.3.2. the Customer will pay the Supplier all Contract Charges falling properly due and payable to the Supplier prior to the date of termination (including in accordance with Clause 9 where relevant);
 - 24.3.3. each Party will, following a reasonable request by the other Party, promptly deliver or dispose of any and all materials and property belonging or relating to the other Party (including all Confidential Information) and all copies of the same, which are then in its possession, custody or control and which relate to all affected Projects. On the request of the other Party, each will certify in writing that the same has been done; and
 - 24.3.4. the Supplier and its staff will vacate any premises of the Customer occupied for any purpose of providing the Project or Deliverables.
- 24.4. Any provisions of this Contract which are to continue after termination will remain in full force and effect after this Contract is terminated. Such provisions may include (but are not limited to):
 - 24.4.1. Clause 15 (Confidentiality, Transparency and Freedom of Information)
 - 24.4.2. Clause 16 (Supplier warranties)

- 24.4.3. Clause 17 (Customer warranties)
- 24.4.4. Clause 18 (Liability)
- 24.4.5. Clause 19 (Insurance)
- 24.4.6. Clause 20 (Intellectual Property Rights)
- 24.4.7. Clause 21 (Audit)
- 24.4.8. Clause 23 (Termination)
- 24.4.9. Clause 26 (Notices)
- 24.4.10. Clause 27 (Staff Transfer)
- 24.4.11. Clause 28 (Third Party Rights)
- 24.4.12. Clause 29 (GDPR, Security & Publicity)
- 24.4.13. Clause 32 (General) and
- 24.4.14. Clause 34 (Governing law and jurisdiction)
- 24.4.15. Contract Schedule 1 (Definitions and Interpretation), Contract Schedule 3 (Staff Transfer), Contract Schedule 4 (Dispute Resolution Procedure).

25. FORCE MAJEURE

- 25.1. Neither Party will have any liability under or be in breach of this Contract for any delays or failures in performance which result from circumstances beyond the reasonable control of the Party seeking to claim relief (a **Force Majeure Event** and the **Affected Party**).
- 25.2. Following a Force Majeure Event, the Affected Party must promptly notify the other Party in writing, both when the event causes a delay or failure in performance, and when the event has ended. If a Force Majeure Event continues for sixty (60) consecutive Working Days, the Party not affected by the Force Majeure Event can suspend or terminate this DPS Agreement. They must do so in writing, and state the date from which the suspension or termination will come into effect.
- 25.3. If a Force Majeure event occurs, the Parties will use all reasonable endeavours to prevent and mitigate the impact, and continue to perform their obligations under this Contract as far as is possible. Where the Supplier is the Affected Party, it will take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.

26. NOTICES

- 26.1. Any notices sent under this Contract must be in writing and sent by hand, by post or by email. The table below sets out deemed time of delivery and proof of service for each.

Notice delivered	Deemed time of delivery	Proof of service
------------------	-------------------------	------------------

In person	At the time of delivery	Proof that delivery was made (e.g. a signature is obtained)
By first class post, special delivery or other recorded delivery	2 Working Days from the date of posting	Proof that the envelope was addressed and delivered into the custody of the postal authorities
Email	09:00 hours on the first Working Day after sending	Dispatched in an emailed pdf to the correct email address without any error message

26.2. The address and email address of each Party will be:

26.2.1. Supplier:

26.2.2. Customer:

26.3. For the purpose of this Clause and calculating receipt all references to time are to local time in the place of receipt.

27. STAFF TRANSFER

27.1. The Parties agree that

27.1.1. if providing the Project means staff must be transferred from the Customer to the Supplier, where the commencement of the provision of the Project or any part of the Project results in one or more Relevant Transfers, Schedule 3 (Staff Transfer) will apply as follows:

- a) where the Relevant Transfer involves the transfer of Transferring Customer Employees, Part A of Schedule 3 (Staff Transfer) will apply
- b) where the Relevant Transfer involves the transfer of Transferring Former Supplier Employees, Part B of Schedule 3 (Staff Transfer) will apply
- c) where the Relevant Transfer involves the transfer of Transferring Customer Employees and Transferring Former Supplier Employees, Parts A and B of Schedule 3 (Staff Transfer) will apply, and
- d) Part C of Schedule 3 (Staff Transfer) will not apply

27.2. Where providing the Project does not result in a Relevant Transfer, Part C of Schedule 3 (Staff Transfer) will apply and Parts A and B of Schedule 3 (Staff Transfer) shall not apply; and

- 27.3. Part D of Schedule 3 (Staff Transfer) will apply on the expiry or termination of the Services or any part of the Project.
- 27.4. Both during and after the Term, the Supplier will indemnify the Customer against all Employee Liabilities that may arise as a result of any claims brought against the Customer due to any act or omission of the Supplier or any Supplier personnel.

28. THIRD PARTY RIGHTS

- 28.1. Except for CCS and the persons that the provisions of Schedule 3 of this Contract confer benefits on, a person who is not a Party to this Contract has no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.

29. DATA PROTECTION, SECURITY AND PUBLICITY

- 29.1. In addition to its general security obligations under this Contract, the Supplier shall comply with any security requirements specifically set out in the Statement of Work.

Data Protection

- 29.2. The Parties acknowledge that for the purposes of the Data Protection Legislation, THE CUSTOMER is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in Contract Schedule 7 (Processing, Personal Data and Data Subjects) by THE CUSTOMER and may not be determined by the Supplier.
- 29.3. The Supplier shall notify THE CUSTOMER immediately if it considers that any of THE CUSTOMER's instructions infringe the Data Protection Legislation.
- 29.4. The Supplier shall provide all reasonable assistance to THE CUSTOMER in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of THE CUSTOMER, include:
- 29.4.1. a systematic description of the envisaged processing operations and the purpose of the processing;
 - 29.4.2. an assessment of the necessity and proportionality of the processing operations in relation to the Project;
 - 29.4.3. an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 29.4.4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 29.5. The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- 29.5.1. process that Personal Data only in accordance with Schedule 7 (Processing, Personal Data and Data Subjects), unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify THE CUSTOMER before processing the Personal Data unless prohibited by Law;
 - 29.5.2. ensure that it has in place Protective Measures, which have been reviewed and approved by THE CUSTOMER as appropriate to protect against a Data Loss Event 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;

29.5.3. ensure that :

- (i) the Supplier Personnel do not process Personal Data except in accordance with this Agreement (and in particular Contract Schedule 7 (Processing, Personal Data and Data Subjects));
- (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:
 - (A) are aware of and comply with the Supplier's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by THE CUSTOMER or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use , care, protection and handling of Personal Data; and

29.5.4. not transfer Personal Data outside of the EU unless the prior written consent of THE CUSTOMER has been obtained and the following conditions are fulfilled:

- (i) THE CUSTOMER or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by THE CUSTOMER;
- (ii) the Data Subject has enforceable rights and effective legal remedies;
- (iii) the Supplier 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 CUSTOMER in meeting its obligations); and
- (iv) the Supplier complies with any reasonable instructions notified to it in advance by THE CUSTOMER with respect to the processing of the Personal Data;

29.5.5. at the written direction of THE CUSTOMER, delete or return Personal Data (and any copies of it) to THE CUSTOMER on termination of the Agreement unless the Supplier is required by Law to retain the Personal Data.

29.6. Subject to Clause 29.7, the Supplier shall notify THE CUSTOMER immediately if it:

29.6.1. notify the Customer promptly if the Supplier receives a Data Subject Access Request (or purported Data Subject Access Request);

29.6.2. receives a request to rectify, block or erase any Personal Data;

29.6.3. receives any other request, any complaint, notice or communication relating to either Party's obligations under the Data Protection Legislation;

- 29.6.4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- 29.6.5. receives a request from any third Party for disclosure of Personal Data where that relates directly to its compliance with such request is required or purported to be required by Law; or Data Protection Legislation and/or the processing of personal data under or in connection with this Contract;
- 29.6.6. becomes aware of a Data Loss Event.
- 29.7. The Supplier's obligation to notify under Clause 29.6 shall include the provision of further information to THE CUSTOMER in phases, as details become available.
- 29.8. Taking into account the nature of the processing, the Supplier shall provide THE CUSTOMER the Customer with full cooperation and assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 29.6 (and insofar as possible (within the timescales reasonably required by THE CUSTOMER) including by promptly providing:
- 29.8.1. THE CUSTOMER with full details and copies of the complaint, communication or request;
- 29.8.2. the Customer) in relation to any such assistance as is reasonably requested by THE CUSTOMER to enable THE CUSTOMER to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation; complaint, communication or request;
- 29.8.3. THE CUSTOMER, at its request, with any Personal Data it holds in relation to a Data Subject;
- 29.8.4. assistance as if requested by THE CUSTOMER following any Data Loss Event;
- 29.8.5. assistance as requested by THE CUSTOMER with respect to any request from the Information Commissioner's Office, or any consultation by THE CUSTOMER with Customer, provide a written description of the Information Commissioner's Office.
- 29.9. The measures that the Supplier shall maintain complete has taken and accurate records technical and information to demonstrate its organisational security measures in place, for the purpose of compliance with this clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless: its Data Protection obligations in this Contract around Data Protection;
- 29.9.1. THE CUSTOMER determines that the processing is not occasional;
- 29.9.2. THE CUSTOMER determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- 29.9.3. THE CUSTOMER determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 29.10. The Supplier shall allow for audits of its Data Processing activity by THE CUSTOMER

30. RETENTION AND SET OFF

- 30.1. If the Supplier owes the Customer any money, the Customer may retain or set off this money against any amount owed to the Supplier under this Contract or any other agreement between the Supplier and the Customer. In order to exercise this right, the Customer will, within thirty (30) days of receipt of the relevant invoice, notify the Supplier of its reasons for retaining or setting off the relevant Contract Charges.
- 30.2. The Supplier will make any payments due to the Customer without any deduction. Deductions, whether by way of set-off, counterclaim, discount, abatement or otherwise, are not permitted unless the Supplier has obtained a sealed court order requiring an amount equal to such deduction to be paid by the Customer.

31. INCOME TAX AND NATIONAL INSURANCE CONTRIBUTIONS

- 31.1. Where the Supplier or any Supplier personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Contract, the Supplier will:
- 31.1.1. comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, and
 - 31.1.2. indemnify the Customer against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Project by the Supplier or any Supplier Personnel.
- 31.2. If any of the Supplier Personnel is a Worker as defined in Contract Schedule 1 (Definitions) who receives consideration relating to the Project, then, in addition to its obligations under Clause 31.1, the Supplier must ensure that its contract with the Worker contains the following requirements:
- 31.2.1. that the Customer may, at any time during the Term, request that the Worker provides information to demonstrate how the Worker complies with the requirements of Clause 31.1, or why those requirements do not apply to it. In such case, the Customer may specify the information which the Worker must provide and the period within which that information must be provided
 - 31.2.2. that the Worker's contract may be terminated at the Customer's request if:
 - a) the Worker fails to provide the information requested by the Customer within the time specified by the Customer under Clause 31.2.1 and/or
 - b) the Worker provides information which the Customer considers is inadequate to demonstrate how the Worker complies with Clause 31.2.1, or confirms that the Worker is not complying with those requirements
 - 31.2.3. that the Customer may supply any information it receives from the Worker to HMRC for the purpose of the collection and management of revenue for which they are

responsible.

32. PREVENTION OF FRAUD AND BRIBERY

32.1. The Supplier represents and warrants that neither it, nor to the best of its knowledge any of its staff or Sub-Contractors, have at any time prior to the Effective Date:

32.1.1. committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; or

32.1.2. been listed by any government department or Supplier as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

32.2. The Supplier must not:

32.2.1. commit a Prohibited Act; or

32.2.2. do or suffer anything to be done which would cause the Customer or any of the Customer's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

32.3. The Supplier shall during the Term:

32.3.1. establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;

32.3.2. keep appropriate records of its compliance with its obligations under 32.3.1 and make such records available to the Customer on request;

32.3.3. if so required by the Customer, within 20 days of the Effective Date, and annually thereafter, certify to the Customer in writing that the Supplier and all persons associated with it or its Sub-Contractors or other persons who are supplying the Project in connection with this Contract are compliant with the Relevant Requirements. The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request; and

32.4. have, maintain and (where appropriate) enforce an anti-bribery policy to prevent it and any Supplier staff or Sub-Contractors or any person acting on the Supplier's behalf from committing a Prohibited Act. This anti-bribery policy must be disclosed to the Customer on request.

32.5. The Supplier shall immediately notify the Customer in writing if it becomes aware of any breach of Clause 32.1, or has reason to believe that it has or any of the Supplier staff or Sub-Contractors have:

32.5.1. been subject to an investigation or prosecution which relates to an alleged Prohibited Act;

32.5.2. been listed by any government department or Supplier as being debarred,

suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act;

32.5.3. received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Contract; or

32.5.4. otherwise suspects that any person or Party directly or indirectly connected with this Contract has committed or attempted to commit a Prohibited Act.

32.6. If the Supplier makes a notification to the Customer under to Clause 32.5, the Supplier shall respond promptly to the Customer's enquiries, co-operate with any investigation, and allow the Customer to audit any books, records and/or any other relevant documentation in accordance with Clause 21 (Audit).

32.7. If the Supplier breaches Clause 32.5, the Customer may by notice:

32.7.1. require the Supplier to remove any Supplier Personnel whose acts or omissions have caused the Supplier's breach from any Project; or

32.7.2. immediately terminate this Contract for material Default.

32.8. Any notice served by the Customer under Clause 32.5 shall set out:

32.8.1. the nature of the Prohibited Act;

32.8.2. the identity of the Party who the Customer believes has committed the Prohibited Act;

32.8.3. the action that the Customer has elected to take; and

32.8.4. if relevant, the date on which this Contract shall terminate.

33. GENERAL

- 33.1. Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licenses and permissions to enter into and perform
- 33.2. its obligations under this Contract, and that this Contract is executed by its duly authorised representative.
- 33.3. This Contract contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into this Contract on the basis of any representation that is not expressly incorporated into this Contract.
- 33.4. Nothing in this Clause excludes liability for fraud or fraudulent misrepresentation.
- 33.5. Any entire or partial waiver or relaxation of any of the terms and conditions of this Contract will be valid only if it is communicated to the other Party in writing, and expressly stated to be a waiver. A waiver of any right or remedy arising from a particular breach of this Contract will not constitute a waiver of any right or remedy arising from any other breach of the same Contract.
- 33.6. This Contract does not constitute or imply any partnership, joint venture, Supplier, fiduciary relationship between the Parties other than the contractual relationship expressly provided for in this Contract. Neither Party has, or has represented, any authority to make any commitments on the other Party's behalf.
- 33.7. Unless expressly stated in this Contract, all remedies available to either Party for breach of this Contract are cumulative and may be exercised concurrently or separately. The exercise of one remedy does not mean it has been selected to the exclusion of other remedies.
- 33.8. If any provision of this Contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from this Contract. Any severance will not, so far as is possible, modify the remaining provisions. It will not in any way affect any other circumstances of or the validity or enforcement of this Contract.

34. DISPUTE RESOLUTION

- 34.1. The Parties shall resolve Disputes in accordance with the Dispute Resolution Procedure.
- 34.2. The Supplier shall continue to provide the Project in accordance with the terms of this Contract until a Dispute has been resolved.

35. GOVERNING LAW AND JURISDICTION

- 35.1. This Agreement will be governed by the laws of England and Wales.
- 35.2. Each Party submits to the exclusive jurisdiction of the courts of England and Wales and agrees that all disputes shall be conducted within England and Wales.

36. Additional Clauses

36.1. Where the Customer has so specified in the Letter of Appointment, the Supplier shall comply with the provisions of set out in Schedule 6 (Additional Clauses).

SCHEDULE 1
Definitions and Interpretation

1. INTERPRETATION

- 1.1. In this Contract, any references to numbered Clauses and schedules refer to those within this Contract unless specifically stated otherwise. If there is any conflict between this Contract, the Letter of Appointment, the provisions of the DPS Agreement and the Statements of Work(s), the conflict shall be resolved in accordance with the following order of precedence:
 - 1.1.1. the Letter of Appointment (except the Supplier Proposal)
 - 1.1.2. the Statement of Work
 - 1.1.3. the Contract Terms
 - 1.1.4. the Supplier Proposal, and
- 1.2. The definitions and interpretations used in this Contract are set out in this Schedule 1 (Definitions).
- 1.3. Definitions which are relevant and used only within a particular Clause or Schedule are defined in that Clause or Schedule.
- 1.4. Unless the context otherwise requires:
 - 1.4.1. words importing the singular meaning include where the context so admits the plural meaning and vice versa
 - 1.4.2. words importing the masculine include the feminine and the neuter and vice versa
 - 1.4.3. the words 'include', 'includes' 'including' 'for example' and 'in particular' and words of similar effect will not limit the general effect of the words which precede them
 - 1.4.4. references to any person will include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind
 - 1.4.5. references to any statute, regulation or other similar instrument mean a reference to the statute, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted
 - 1.4.6. headings are included in this Contract for ease of reference only and will not affect the interpretation or construction of this Contract
- 1.5. If a capitalised expression does not have an interpretation in Contract Schedule 1 (Definitions) or relevant Schedule, it shall have the meaning given to it in the DPS Agreement. If no meaning is given to it in the DPS Agreement, it shall be interpreted in accordance with the relevant market sector/ industry meaning. Otherwise it shall be interpreted in accordance with the dictionary.
- 1.6. In this contract the following terms have the following meaning:

Agreement	means this Contract;
Approval	means the Approval given in accordance with Clause 10.1 or 10.2 as the context requires and "Approve", "Approving" and "Approved" shall be construed accordingly.
Affected Party	means the Customer or the Supplier affected by the event
Associates	A Party's employees, officers, agents, sub-contractors or authorised representatives.
Authorised Supplier Approver	Any personnel of the Supplier who have the authority to contractually bind the Supplier in all matters relating to Contract. They must be named in the applicable Statement of Work, and the Customer must be notified if they change.
Authorised Customer Approver	Any personnel of the Customer who have the authority to contractually bind the Customer in all matters relating to this Contract. They must be named in the applicable Statement of Work, and the Supplier must be notified if they change.
Contract	This contract between the Customer and the Supplier (entered into under the provisions of the DPS Agreement), which consists of the terms set out in the Letter of Appointment, the Contract Terms, the Schedules and any Statement of Work.
Contract Terms	The terms and conditions set out in this Contract including this Schedule 1 but not including any other Schedules or Statement of Work.
Central Government Body	A body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: Government Department; Non- Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); Non-Ministerial Department; or Executive Supplier.
Change of Control	Change of Control has the same meaning as in section 416 of the Income and Corporation Taxes Act 1988.
Customer Affiliates	Any organisation associated with the Customer that will directly receive the benefit of the Project. Customer Affiliates must be named in a Statement of Work, or subsequently notified to the Supplier.
Customer Project Specification	The document containing the Customer's requirements issued either as part of the Call For Competition Process set out in Section 3 of the DPS Agreement or as set out in a Statement of Work from time to time.
Customer Cause	A situation where the Customer does not fulfil its obligations in connection with this Contract (including its payment obligations), and as a consequence the Supplier is prevented from performing any of the agreed Project.
Customer Confidential Information	All Customer Data and any information that the Customer or CCS gives to Agencies that is designated as being confidential, or which ought to be reasonably be considered to be confidential (whether or not it is marked "confidential"). This may include information, however

	conveyed, that is politically or security sensitive and/or relates to the Customer's business, affairs, developments, trade secrets, Know-How, personnel and suppliers.
Customer Data	Data, text, drawings, diagrams, images or sounds (together with any database made up of any of these), including any Customer's Confidential Information, supplied to the Supplier by or on behalf of the Customer, or which the Supplier is required to generate, process, store or transmit in connection this Contract, and any Personal Data for which the Customer is the Data Controller.
Customer Materials	Any Customer Data, Customer equipment, computer systems, software, documents, copy, Intellectual Property Rights, artwork, logos and any other materials or information owned by or licensed to the Customer which are provided to the Supplier or its Associates by or on behalf of the Customer.
Contracting Body	CCS, the Customer and any other bodies listed in the OJEU Notice.
Contract Charges	All charges payable by the Customer for the Project provided under this Contract calculated in accordance with DPS Schedule 3 (Charging Structure) and the Letter of Appointment including all Approved costs properly incurred by the Customer including but not limited to all Expenses, disbursement, taxes, sub-contractor or third party costs, and fees.
Confidential Information	The Customers Confidential Information and/or the Supplier Confidential Information.
Contractor Personnel	means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any Sub-Contractor engaged in the performance of its obligations under this Agreement.
Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer	The meaning given in the GDPR.
Contract Year	A consecutive 12- month period during the Term commencing on the Effective Date or each anniversary thereof.
Data Loss Event	any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
DPA 2018	Data Protection Act 2018
Data Protection Impact Assessment	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
Data Subject Access Request	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
Data Protection Legislation or DPA	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

Default	Any breach of the obligations of the Supplier (including but not limited failing to provide any Deliverables by any date set out in the applicable Statement of Work (or any other deadline agreed by the Parties in writing), and abandonment of this Contract in breach of its terms) or any other default (including material Default), act, omission, negligence or statement of the Supplier, of its Sub-Contractors or any of its staff howsoever arising in connection with or in relation to the subject-matter of this Contract and in respect of which the Supplier is liable to the Customer.
Deliverables	The applied research services from Section 2 of the DPS Agreement that are to be provided as specified in a Statement of Work.
Dispute	Any dispute, difference or question of interpretation arising out of or in connection with this Contract, including any dispute, difference or question of interpretation relating to the Project, failure to agree in accordance with the Variation Procedure or any matter where this Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure.
Dispute Resolution Procedure	The dispute resolution procedure set out in Contract Schedule 4 (Dispute Resolution Procedure).
DPS Agreement	The DPS Agreement between CCS and the Supplier reference number: RM6018 referred to in the Letter of Appointment
DPS	Means the dynamic purchasing system established by CCS for the provision of Research Services which are to be provided by the Supplier under the DPS Agreement.
Effective Date	The date this Contract starts, as set out in the Letter of Appointment.
Environmental Information Regulations or EIRs	The Environmental Information Regulations 2004 together with any related guidance and/or codes of practice issued by the Information Commissioner or relevant Government department.
Expenses	Reasonable travelling, hotel, subsistence and other expenses incurred by the Supplier in connection with the supply Services of and Deliverables, provided that such Expenses have either received the Customers Approval or are in accordance with any expenses policies which have been supplied to the Supplier and set out in the agreed Statement of Work.
Expiry Date	The date this Contract ends, as set out in the Letter of Appointment.
Extension Expiry Date	The latest date this Contract can end, as set out in the Letter of Appointment.
FOIA	The Freedom of Information Act 2000 as amended from time to time and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation.
Force Majure	Means: <ul style="list-style-type: none"> • acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party

	<ul style="list-style-type: none"> • riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare • fire, flood, any disaster and any failure or shortage of power or fuel • an industrial dispute affecting a third party for which a substitute third party is not reasonably available but does not mean: <ul style="list-style-type: none"> • any industrial dispute relating to the Supplier, its staff, or any other failure in the Supplier's (or a subcontractor's) supply chain • any event or occurrence which is attributable to the wilful act, neglect or failure to take reasonable precautions against the event or occurrence by the Party concerned, and
Further Competition Procedure	any failure of delay caused by a lack of funds The process of a Customer issuing a Project Specification and the Supplier submitting a proposal in response to such Project Specification, as set out in DPS Clause 3.10.
GDPR	Means the General Data Protection Regulation (<i>Regulation (EU) 2016/679</i>)
Good Industry Practice	Standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector.
Guarantee	A deed of guarantee that may be required under this Contract in favour of the Customer in the form set out in DPS Schedule 9 (Guarantee) granted pursuant to Clause 3 (Contract Guarantee).
Guarantor	The person, in the event that a Guarantee is required under this Contract, acceptable to the Customer to give a Guarantee.
Impact Assessment	The assessment to be carried out by a Party requesting a Variation in accordance with Clause 9.4.
Information	The same meaning given under section 84 of the Freedom of Information Act 2000 as amended from time to time
Insolvency Event	Means, in respect of the Supplier [or DPS Guarantor (as applicable)]: <ol style="list-style-type: none"> a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986; or b) a winding-up resolution is considered or passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or e) an application order is made either for the appointment of an administrator or for an

	<p>administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</p> <p>f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> <p>h) where the Supplier is an individual or partnership, any event analogous to these listed in this definition occurs in relation to that individual or partnership; or</p> <p>d) any event analogous to these listed in this definition occurs under the law of any other jurisdiction</p>
Intellectual Property Rights or IPR	<p>The following rights, wherever in the world enforceable, or such similar rights, which have equivalent effect, including all reversions and renewals and all applications for registration:</p> <ul style="list-style-type: none"> • any patents or patent applications • any trade marks (whether or not registered) • inventions, discoveries, utility models and improvements whether or not capable of protection by patent or registration • copyright or design rights (whether registered or unregistered) • database rights • performer's property rights as described in Part II of the Copyright Designs and Patents Act 1988 and any similar rights of performers anywhere in the world • any goodwill in any trade or service name, trading style or get-up and • any and all other intellectual or proprietary rights
Key Individuals	<p>Individuals named by the Supplier in the Letter or Appointment or Statement of Work as having a major responsibility for delivering the Project.</p>
Law	<p>means any law, 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, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor is bound to comply;</p>
LCIA	<p>means London Court of International Arbitration</p>
LED	<p>means Law Enforcement Directive (Directive (EU) 2016/680)</p>
Letter of Appointment	<p>The Letter of Appointment, substantially in the form set out in DPS Schedule 4, signed by both Parties and dated on the Effective Date.</p>
Losses	<p>Any losses, damages, liabilities, claims, demands, actions, penalties, fines, awards, costs and expenses (including reasonable legal and other professional expenses) to either Party subject to Clause 18.1 and 18.2.</p>
Malicious Software	<p>Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on</p>

	program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Materials	Any questionnaires, discussion guides, transcripts, tables, data files, reports, pre-notifications, stimulus materials or any other material protected by Intellectual Property Rights or produced as part of a Project.
Moral Rights	All rights described in Part I, Chapter IV of the Copyright Designs and Patents act 1988 and any similar rights of authors anywhere in the world.
New Expiry Date	Has the meaning given to it in Clause 2.3
Party	Means a Party to this Agreement.
Personal Data	Personal Data has the same meaning as set out in the Data Protection Act 2018
Prohibited Act	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Customer or CCS a financial or other advantage to:</p> <ol style="list-style-type: none"> a) induce that person to perform improperly a relevant function or activity b) reward that person for improper performance of a relevant function or activity c) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement; d) commit any offence: <ul style="list-style-type: none"> • under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or • under legislation or common law concerning fraudulent acts; or • defrauding, attempting to defraud or conspiring to defraud the Customer ; or • any activity, practice or conduct which would constitute one of the offences listed above if such activity, practice or conduct had been carried out in the UK;
Project	Any project(s) agreed between the Parties from time to time whereby the Supplier performs the Project which are the subject of this Contract and supplies Deliverables to the Customer as more fully described in the applicable Statement of Work;
Project Commencement Date	The date a Project will start, as set out in the relevant Statement of Work.
Project Completion Date	The date by which a Project is to be completed, as set out in the relevant Statement of Work.
Project Notice Period	The period of notice for cancellation of a Project as set out in the Statement of Work.
Project Specific Materials	<p>Means:</p> <p>Intellectual Property Rights in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p>

	IPR in or arising as a result of the performance of the Supplier's obligations under this Contract and all updates and amendments to the same.
Project Term	The period during which the Project for each Project will be provided as specified in the applicable Statement of Work.
Protective Measures	means 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 Number	The order number set out in the Letter of Appointment.
Records	The accounts and information maintained by the Supplier related to the operation and delivery of this Contract, including all expenditure which is reimbursable by the Customer, as are necessary for the provision of management information and to enable the Customer to conduct an audit as set out in Clause 21.
Rectification Plan	The rectification plan pursuant to the Rectification Plan Process.
Rectification Plan Process	The process set out in Clauses 5.8 to 5.14.
Regulations	The Public Contracts Regulations 2015.
Relevant Requirements	All applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
Request for Information	A request for information or an apparent request relating to this Contract or the provision of the Project or an apparent request for such information under the FOIA or the EIRs.
Schedule	Any Schedule attached to this Contract.
Services	The Project to be supplied by the Supplier under this Contract and in accordance with Section 2 of the DPS Agreement, as set out in the relevant Statement of Work. This includes the provision of Deliverables.
Special Terms	Any terms specifically designated as varying these Contract Terms or the terms of any schedule, as set out in the applicable Statement of Work.
Standards	Any: standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; <ul style="list-style-type: none"> • standards detailed in the specification in DPS Section 2 (Services and Key Performance Indicators); • standards detailed by the Customer in the Letter of Appointment and any Statement of Work or agreed between the Parties from time to time; • relevant Government codes of practice and guidance applicable from time to time i.e. including but not limited to Market Research Society (MRS) Code of Conduct and Social Research Association (SRA)

Statement of Work	One or more documents describing the relevant Project(s) as agreed and signed by the parties and which shall comprise both the Customer Project Specification and the Supplier's Proposal (whether agreed as part of a Call for Competition or during the Term of this Contract).
Sub-Contract	A contract entered into between the Supplier and a Sub-Contractor.
Sub-Contractor	Any person or Supplier appointed by the Supplier to provide elements of the Project on behalf of the Supplier to the Customer.
Sub-Processor	Means any third Party appointed to process Personal Data on behalf of the Contractor related to this Agreement
Supplier Affiliate	Any company, partnership or other entity which at any time directly or indirectly controls, is controlled by or is under common control with the Supplier, including as a subsidiary, parent or holding company.
Supplier Confidential Information	Any information that the Supplier gives to CCS or to Customer's that is designated as being confidential, or which ought to be reasonably be considered to be confidential (whether or not it is marked "confidential"). This may include information, however it is conveyed, that relates to the Supplier's business, affairs, developments, trade secrets, Know-How, personnel and suppliers including all IPRs.
Supplier Materials	Those Materials specifically created by any officers, employees, sub-contractors or freelancers of the Supplier for the purposes of a Project, whether or not these materials are incorporated into Deliverables during the Term. (Includes any Materials adapted, modified or derived from the Customer Materials).
Supplier Proprietary Materials	Software (including all programming code in object and source code form), methodology, know-how and processes and Materials in relation to which the Intellectual Property Rights are owned by (or licensed to) the Supplier and which: <ul style="list-style-type: none"> - were in existence prior to the date on which it is intended to use them for a Project, or are created by or for the Supplier outside of a Project and which are intended to be reused across its business
Supplier Proposal	The Supplier's solution in response to the Customer's Project Specification, as set out in the Letter of Appointment or in any Statement of Work.
Tender	The tender submitted by the Supplier in response to the Invitation to Tender.
Term	The period from the Effective Date to the earlier of: <ul style="list-style-type: none"> • the Expiry Date or New Expiry Date; and • any date of termination
Territory	The United Kingdom, unless specified otherwise in the applicable Statement of Work. Publication and marketing on globally accessible mediums such as the internet shall not mean that the Territory is deemed to be worldwide.
Third Party Materials	Any Materials used in the Deliverables which are either commissioned by the Supplier from third parties or which have already been created by a third party and the Supplier proposes to use. Excludes software which is owned or licensed by a third party.

principles set out at <http://www.gov.uk/government/publications/transparency-of-and-government-to-the-public> detailing the process for the proactive release of contract information under the Government's transparency policy.

Information relating to the Project and performance of the contract which the Supplier is required to provide to the Customer in accordance with its reporting requirements.

Information in this Contract that is formally agreed by both parties is detailed in Clause 10.2.

The Supplier shall be required to process and record variations to this contract as set out at Schedule 5.

The Supplier shall ensure that any personnel to whom the Customer considers the Information Policy Note 08/15 (Tax Arrangements of Appointees) applies

<http://www.gov.uk/government/publications/procurement-0815-tax-arrangements-of-appointees>

shall not be available to the public on any day other than a Saturday, Sunday or public holiday in England and Wales.

used approach to meeting the research objectives is to provide both robust quantitative and qualitative findings. The approach suggested in the ITT, and the findings built up over the course of the programme are detailed below:

Research objectives/ attitudes on NatCen

Development of framework and research objectives

Research framework and public views

The findings in the order suggested in the ITT. The quantitative findings on public attitudes to be used to inform the composition of the research network and to inform the composition of the research network. The measurement of awareness and attitudes to be used in this survey can act as a baseline for the findings from the qualitative research framework developed in Phase 1.

Approach to conducting each element of the research

Research questions covered by Alm A

Understanding of the rationale for heating

Transition to low-carbon heating.

Research outputs and insights as well as findings from focus groups with the public in

Phase 2. It will also generate a robust baseline that will enable analysis of how public knowledge of, and attitudes towards, heating transition change over time.

Key challenges

In order to gather robust quantitative data there are two key challenges that we will address:

- **Questionnaire design:** The subject of 'transition to low-carbon heating' includes some relatively complex and nuanced concepts that may not be commonly understood or considered by the public, as well as some research questions not easily addressed using simple questionnaire data. The design of the questionnaire is therefore crucial to ensuring that our questions are understood, minimising measurement error and maximising the validity of the data produced.
- **Sample representativeness:** The survey findings need to provide robust findings based on a representative sample of the population as a whole. The goal is therefore to maximise the quality of the sample – both minimising the potential for biases within it and maximising the sample sizes to allow for robust statistical analysis of sub-groups of interest. The challenge is to achieve this sample quality within the timescale and budget limits of the project.

Summary of approach

Our approach will include:

1. A **questionnaire development phase**, led by NatCen's expert Questionnaire Design and Testing (QDT) team in collaboration with subject experts at Eunomia.
2. A 10-minute questionnaire, delivered by a **Web-CATI data collection** approach to approximately 2,500 adults from NatCen's unique **random probability general population panel** to maximise sample quality and ensure robust, representative data on current public opinion, awareness, and attitudes. The questionnaire will incorporate an experimental design with randomised vignettes used to draw out underlying attitudes.
3. **Research objective-driven analysis and reporting**, working with Eunomia and BEIS to ensure that the outputs directly address the research questions and inform the later phases of the research.

1.2.2 Questionnaire design

Development approach

In order to accurately measure public awareness, attitudes, understanding and preferences for different low-carbon transition options it is important that the questionnaire conveys information in a way that participants understand without biasing their answers. It is also crucial that it captures all key dimensions needed to address the study's research questions. NatCen will work with BEIS and Eunomia to identify:

- Which issues related to Aim A are best addressed by quantitative data (i.e. where the aim is to quantify more clearly-defined concepts), as opposed to qualitative data (i.e. where the aim is to explore new issues or understand issues in more depth), and where both are important?
- For which questions do we want to collect an unbiased/uninformed opinion of members of the public, and for which questions do we want to collect an informed opinion, having presented additional information?

What language can we use to ensure we are as accurate and comprehensive in descriptions of heating technologies as possible without over-burdening, confusing, or biasing participants?

What elements should the questionnaire focus on? For example, what are the key issues underlying heating transition that we should focus on collecting data on public awareness and understanding of? What are the key options for heating transition that we want to understand public attitudes towards?

What are the key groups of interest for which we want to understand if knowledge and attitudes vary between?

We will work with BEIS and Eunomia at project inception to pin down the analytical requirements and agree the scope of the questionnaire. NatCen will then take the lead on the development of the survey instrument. The research team is highly experienced in designing and conducting surveys on complex issues with the general population. In developing the questionnaire we will review previous research with the public on similar issues to look at how attitudes have been measured, descriptions of technologies used and wording of questions.

We will also draw on the expertise available in NatCen's dedicated QDT team who will conduct a review of an early draft of the questionnaire and provide feedback on whether the questions are more appropriate (i.e. whether they could be used in a web or multimodal survey context, including on mobile devices) and whether there are any other issues in terms of common questionnaire design pitfalls. This work will be conducted systematically, using approaches based on the 'Questionnaire Appraisal System' to minimise measurement error. In this way, we will produce a questionnaire instrument for BEIS to sign off that is formed from valid, clear and accessible questions that will collect accurate and nuanced data via web and telephone questionnaires.

To thoroughly evaluate this questionnaire, we would recommend testing the questionnaire using cognitive interviewing techniques which explore respondent understanding of survey questions in detail, and/or a pilot of the survey. However, this would not be feasible within the outlined timeframe or budget. We would be happy to discuss altering the design to include more in-depth testing approaches should the timetable change, making this option possible.

Questionnaire content

The ITT provides a clear statement of the two overall research questions to be addressed as part of the quantitative survey of the public under Aim A, outlining examples of issues that might be explored. As outlined above, we will work with BEIS and Eunomia to ensure that the final questionnaire includes the most appropriate content to cover key concepts to address the research questions.

The ITT also suggests that the total survey might consist of approximately 20-25 questions. Based on the outline of the research aims and questions, we have costed based on a 7.5 minute questionnaire, which would normally cover 30 'simple' questions. This reflects the additional time required to communicate information to participants and ask more complex question types. The question count does not include the demographic questions which are included with the Panel as standard (see below for full list).

From a survey methodology standpoint, we can split broadly split the questionnaire content into two sets of questions based on the research questions outlined in the ITT. The first set focus on **quantifying and monitoring**, and will serve as the core baseline for future surveys, for example:

- Levels of awareness of low-carbon heating, plans to transition, and available technologies
- Levels of support for a transition to low-carbon heating
- Levels of understanding of issues underlying the rationale for moving to low-carbon heating

These questions would be used alongside demographic data to understand how attitudes varied among different groups and feed into any segmentation analysis. They would employ relatively straightforward question formats. Some questions would incorporate short descriptions of heating technologies developed by NatCen and Eunomia. They would be asked before additional information is provided to participants, in order to collect unbiased opinions.

The second set of questions are more complex and focus on **understanding public attitudes** in more depth, for example:

- What aspects of heating transition are the public most and least supportive of?
- How do attitudes shift when practicalities and disruptions are made apparent?
- How much would the public be willing to spend on low-carbon heating?
- What are the public's views on specific steps the government could take?

Some of these elements may be asked using direct questions. For example, we can directly ask participants the extent to which they support different aspects of heating transition. However, to better understand the drivers of attitudes we would recommend using an experimental design for these questions, where elements of the questionnaire are randomised to allow us to explore the impact that changes to those elements might have on support.

There are a number of approaches to this form of survey data collection, including 'discrete choice experiments'² or using a randomised vignette approach³. We propose using 'randomised vignettes' as this technique will best be able to address the research questions within a relatively short questionnaire and work well with a mixed-mode design.

This approach would involve presenting participants with a number of short vignettes outlining different scenarios for transitions to low carbon heating, with participants asked the extent to which they would support or oppose a transition in those circumstances. The vignettes presented would have elements randomised, for example the cost of the transition, the level of environmental impact, the benefits of transition, levels of disruption, or whether the Government uses a 'bottom-up' or 'planned' transition process. The vignettes will be presented on-screen during the online survey and will be read out by interviewers for telephone interviews.

Controlling the factors that are varied will allow us to tease out the impact of underlying factors, rather than just understanding the support for specific technologies, which may be more important for informing communications and policy. For example, we will be able to measure the extent to which changes to an individual factor (for example the cost of transitioning) increase or decrease someone's support for transition, but also the relative importance of different factors in driving change in support (for example is a decrease in the cost of implementation more likely to increase support than an increase in the environmental impacts?).

This approach also allows us to address difficulties with communicating heating technologies where knowledge in the general population may be low. By abstracting the key factors, we ensure consistent understanding between participants rather than having to provide very specific information on different technologies, which may be affected by pre-conceptions and may not be stable. For example, if we were to present a specific pathway for transition (e.g. the use of biogas), the nature of that technology and its implications may change over time, or new technologies may emerge.

Demographic data

Alongside the questions covering the substantive topics, we will also provide a range of 'standard' demographic data that will not be counted towards the total questionnaire length to allow for the analysis of sub-groups. However, bespoke demographic questions (for example to identify those living in fuel poverty) would not be included in this and would be counted towards the overall questionnaire length. The categories of demographic data we will collect are:

- **sex;**
- **age category;**
- **highest educational qualification obtained;**
- **NS-SEC analytic class;**
- **class identity;**
- **main economic activity;**
- **how participants feel they are managing financially;**
- **household income;**
- **household tenure;**
- **number of people in household;**
- **household type;**
- **relationship status;**
- **whether respondent has any children (0-18) in the household;**
- **urban/rural indicator 2011 (England & Wales);**
- **urban/rural indicator 2011 (Scotland);**
- **government office region;**
- **internet use;**
- **political party identification;**
- **self-reported ethnicity;**
- **whether respondent has long-standing condition that affects day-to-day life.**

1.2.3 Data collection methodology

While the questionnaire design aims to minimise measurement error and ensure the data collected are valid and address the research objectives, the data collection methodology aims to minimise sampling error, ensuring the people the data are collected from are representative of the population of interest.

Our proposed approach will use sample from the NatCen Panel, the UK's only random probability panel, which will ensure a high quality, representative sample within the timescales and budget for this project. For any quantitative research project aiming to relate its findings back onto the general population, or wider population of key subgroups, it is important to understand the extent to which bias is a risk, and to take measures to minimise its impact. Random probability samples are most important where estimates are to be projected to the population and using the NatCen Panel ensures that this quality is embedded at the core of this quantitative strand of this project.

The NatCen probability panel is designed to be representative of the adult (18+) population and allow researchers to produce reliable estimates of the opinions and behaviours of the British population in a shorter time-frame and at a lower cost than the 'traditional' probability-based approaches available. There are currently around 8,000 members of the NatCen Panel, recruited through the British Social Attitudes (BSA) survey for which participants were selected at random from the general population. This means that unlike most online panels, the NatCen Panel is not based on an opt-in approach. This reduces bias at the point of recruitment as certain types of people are more likely to opt in to web panels than others. For example, older people tend to be under-represented in web opt-in panels, but are a key group who may be most vulnerable to changes to heating supply. For this project, we anticipate issuing a little over half of the NatCen Panel sample (n=c.4,500) to achieve a productive general population sample of c.2,500.

As a probability survey, the NatCen Panel aims to maintain sample quality by minimising non-response. A number of features allow it to do this:

- initial recruitment to the panel is conducted face-to-face, increasing response rates;
- panel fieldwork is conducted over 3 weeks to ensure even those that are not 'readily available' can take part;
- panel members are sent a reminder letter and email, and up to 2 reminder letters, 3 reminder emails and 2 reminder text messages to take part;
- panel members that do not take part online are contacted by NatCen's Telephone Unit to encourage them to take part online or over the phone - participants will typically receive 6 calls at different times of the day and days of the week to maximise the chances of contact, which boosts response rates, but also allows those without internet access to take part

In addition, the NatCen Panel employs a 'Targeted design' approach. Using a regression model, panellists with characteristics that tend to be under-represented in the sample are targeted with higher levels of effort (for example extra reminders, more telephone calls, or a higher incentive) to increase their likelihood to take part and reducing bias in the sample.

Data collection in Northern Ireland

By using the NatCen, we are able to apply a high-quality, probability approach to data collection. However, as the panel is recruited from the BSA survey, the approach can be applied in Great Britain, but a lower quality, non-probability approach would be required to include Northern Ireland. However, with a relatively small proportion of the UK population residing in Northern Ireland (c.2.8%), the target number of interviews with this group given a total sample size of 2,500 (c.70) would be too small for robust analysis as a sub-group. In addition, given that there is little reason to think that attitudes in Northern Ireland would be substantially different from Great Britain as a whole, this number is unlikely to affect final estimates or conclusions from the research. We therefore recommend that we use the higher quality approach for the whole sample, and report findings for **Great Britain only**.

experts and qualitative work with the general public. This analysis would be at additional cost.

Reporting and presentation

We propose to deliver headline findings on the survey and present to BEIS on these in April 2019. We will then provide a descriptive summary report of the survey findings, including all of the analysis conducted. BEIS will be able to input into the development of the report structure to ensure all requirements are met.

The exact content and structure of the report will reflect the results of analysis and by BEIS' requirements. We envisage that the report will include an introduction to this stage of the study, before focusing on the key findings presented thematically, with each overarching theme forming a chapter. Each chapter will provide an overview of a theme (for example public knowledge regarding the need and rationale for a heating transition), followed by a detailed examination of the quantitative findings based on the analysis plan (for example how levels of knowledge vary by age or geographic region). The report will highlight where results are statistically significant according to the 95% confidence interval.

The report will include a stand-alone executive summary of the key findings and recommendations, including a focus on initial suggestions for further analysis and considerations for data collection during Phase 2. Throughout the report, information will be presented in a range of formats, including graphs, charts and text tables, to ensure that the story is communicated as clearly as possible. The report will include a summary of the methodology used to conduct the survey.

NatCen will give a face-to-face presentation to key stakeholders of interim findings of the research, supported by PowerPoint charts, for which a slide pack will be made available. The presentation will give an overview of the findings from the initial analysis – top-line estimates from the survey and some initial insights into how those estimates vary by demographic group. As with the report, while this will be a useful exercise for briefing stakeholders on key findings, we also propose that it is used as an opportunity for discussion and feedback. By discussing these initial findings with stakeholders, we can identify potential new paths and dead ends not identified as part of the analysis plan, thus better informing the design of Phase 2 and additional analysis for the final report at an early stage.

The survey findings will also be incorporated into the report produced at the end of Phase 2, integrated with the findings from the other phases.

Other outputs

As well as the summary report and presentation, the following key outputs from the quantitative element will be produced.

- the survey questionnaire
- Complete dataset of results: Following the initial reporting of findings, a complete survey dataset will be provided to BEIS. This will be in the format of an SPSS data file, fully labelled with variable names, labels and value descriptions, though would also provide this in another format should it be required (e.g. a .csv file). Verbatim responses to open questions will also be included, although these will be anonymised where necessary.

- Summary data tables: Alongside the complete dataset of results, we will also provide a set of summary data tables. These will include population estimates for each question, cross-tabulated by key demographic variables (e.g. sex, age, and region).
- Summary poster/infographics: As an optional extra, infographics included in the final report and presentation can be provided separately to support the dissemination of research findings.

1.3 Evidence review and development of options framework

Alongside the quantitative survey, the evidence review will provide the basis for a comprehensive framework of strategic options for public engagement over a low-carbon heating transition. We note the requirement for this to be a wide-ranging review that identifies and assesses a range of public engagement strategies, including different mechanisms and approaches that can work at different scales and with different implications for governance, or that may be relevant for particular transition pathways. We believe our approach will provide a rapid and robust method for systematically reviewing and assessing evidence in this area.

1.3.1 Rapid Evidence Assessment approach

We propose using a Rapid Evidence Assessment (REA) approach to identify and assess a comprehensive range of public engagement options. We feel that an REA is the most appropriate methodology as it combines a systematic approach to the search, quality assessment and synthesis of the evidence with a focused reading of the material as it relates to the specific requirements of this research as outlined in the ITT (Davies, 2003)⁵. These features will ensure that the Insights provided in relation to public engagement options are informed by a rigorous evidence review that can be conducted to time and budget.

Our approach is informed by our experience of delivering similar evidence reviews, both as standalone pieces of research and as parts of larger projects where they underpin later stages of research. It is also shaped by best practice from authoritative sources, including the Cochrane Collaboration's MECIR Conduct and Reporting standards and the Campbell Collaboration's MECIR standards. The approach is characterised by four key features: transparency in how the evidence review is conducted; a rigorous method of identifying and reviewing the evidence; collaborative working with BEIS to ensure the review is fit for purpose; and, a focus on developing outputs that provide the information that BEIS need to support its decision making.

The REA will be conducted in four stages, outlined in the diagram below. We anticipate assessing around 70 pieces of evidence for possible inclusion, with around 10 to 15 of these reviewed in depth.

Figure 1:1 REA stages

A final assessment is made which considers these criteria and the source in its entirety, with scores for both relevance and robustness noted in the extraction sheet. We have used this approach to good effect in examples of other studies using REAs, such as the evidence review on the behaviours of those in fuel poverty conducted for the (then) Department of Energy and Climate Change.

1.3.5 Stage 4: Evidence synthesis

This is the final stage prior to the production of the final outputs and will involve a rapid review to synthesise the evidence. This will entail reviewing relevant parts of the evidence and summarising these using our 'framework method'. This approach involves summarising the evidence thematically using analytical matrices so that the review systematically captures the information needed to address BEIS' key questions. That is, the matrices will capture key insights around different options for public engagement over low-carbon heating transitions. This approach will facilitate a systematic approach to interpreting the evidence by:

- * linking summaries explicitly to the research areas;
- * enabling evidence for a single research objective (such as identifying existing typologies for public engagement, or examples of particular approaches) to be easily viewed and interpreted; and
- * enabling reviewers to return to the original sources if more information is needed.

This systematic approach enables meaningful reflection on the evidence and will allow the development of a comprehensive framework of strategic options for public engagement over a low-carbon heating transition that can be seen to accurately reflect the evidence. It can also be used to draw out differences in approach when working at different scales or with different transition pathways.

1.3.6 The framework

The key outcome for this would be a document detailing the framework of options to engage the public on the issue of transition to low-carbon heating transition. We anticipate the framework setting out strategies according to typologies for public engagement (e.g. 'classic' and 'participatory' approaches) and mapped against the key transition pathways, identified through discussion with you. The framework will detail the key delivery features of each strategy, including reflections on the scale of delivery (e.g. national vs local delivery), how it fits into different policy-making approaches and sequencing, the high-level narratives and messaging associated with each option and the range of 'actors' that would ideally be tasked with the delivery of each strategy. We will provide BEIS with a draft framework that has

undergone NatCen's internal quality assurance procedures and is of a suitable standard for peer review. We will also provide a written account of the methodology used to carry out the review. The framework will be updated with feedback from BEIS and any peer reviewers and will be designed so that it can be updated as further evidence emerges from the later phases of the research.

1.4 Expert interviews

The expert interviews mark the beginning of phase 2 of the project. We share the view that there is real value in having targeted expert input into the survey findings and the framework of options identified by the evidence review prior to the focus group work with the public. This input will help to further understand the appropriateness of the various public engagement options, as well as nuance our understanding of the pros and cons of each option and the practicalities involved in their delivery, particularly around the risks involved.

We outline our approach to delivering the expert interviews below, including some of the key methodological challenges.

1.4.1 Sampling and recruitment

We note from the ITT the need to include a broad expertise base, that include academics, non-government organisations (NGOs) working in the area of energy and the environment, as well as managers/organisations of public engagement campaigns. Although the final number and configuration of interviews will hinge on the framework options identified at the evidence review stage, we have costed for up to 10 interviews and present below our initial thoughts on the sample coverage, with a focus on tapping into a diverse range of expertise.

Table 1.1 Phase 2: Expert interviews

Type of organisation / expertise	Further details	Participant numbers
Academics	For example, experts at the UCL Energy Institute and Loughborough University's School of Architecture, Building and Civil	Up to 2
NGOs	For example, the Energy Savings Trust and the Committee on Climate Change	Up to 3
Energy companies	We would aim to include half of the big 6 Energy firms, including at least one company from Scotland	3
Public engagement campaigns	These could include talking to individuals responsible for devising approaches to engaging the public on issues directly related to heat (e.g. switching to smart meter campaigns) and parallel campaigns (e.g. switching to broadband and digital TV)	Up to 2
Total		10

We appreciate that there are limited number of expert interviews and so a key challenge at the recruitment stage is to identify appropriate strategic staff within each organisation who have the interest and expertise to be able to meaningfully comment on the framework options developed. In response, we will draw on NatCen's and Eunomia's combined team's considerable knowledge of the energy field to identify named experts and, where possible, identify experts from the evidence review conducted in phase 1. However, for certain types of experts, such as those engaged in public campaigns, this may not be possible and so we would use a combination of desk-based research and a 'gatekeeper strategy' to identify key

individuals. The gatekeeper strategy involves identifying a named individual through others ('gatekeepers') in the organisations. These 'gatekeepers' could include senior organisation-wide or departmental figures, who would be sent initial information about the study, followed by further contact to discuss the willingness of the organisation to take part and to identify a named individual who would be most appropriate to take part in the interview. We have used this 'gateway' approach to good effect in previous studies that faced similar recruitment challenges. For example, in a recent study for the Equality and Human Rights Council, we successfully used this strategy to identify staff responsible for monitoring equality objectives across a diverse range of organisations that often had different organisational structures and staff roles and responsibilities.

1.4.2 Fieldwork

We agree that interviews undertaken over the telephone have the practical advantage of allowing the study to access expertise across a geographically dispersed population quickly

and to conduct a number of interviews in a short space of time. In addition, telephone interviews will make participation in the study more accessible for busy professionals, as they can be slotted in when participants are available without the need to travel or organise a separate meeting space to accommodate the researcher. We are also confident that that the interview encounters will result in meaningful reflections on the framework of options and have used them in similar studies involving data collection with experts. For example, we used this approach to explore the views of chief executive officers of community businesses on the issue of what constitutes a success in their sector.

The telephone interviews will last up to an hour and will be arranged to maximise participation, including conducting interviews after work hours so that they are accessible for participants who may not be available during the day. Interviews will be conducted by experienced NatCen researchers who are experienced in undertaking interviews with experts and key stakeholders. To capture the discussion accurately, all interviews will be audio recorded on encrypted digital recorders (with participants' consent) and transcribed verbatim using experienced transcribers.

A 'topic guide' will be used to steer the discussion by outlining key issues, probes and prompts to inform delivery. Having a guide will ensure that there is a balance between allowing participants to raise issues spontaneously and ensuring sufficient consistency in coverage across the interviews, for example ensuring all the key options identified in phase 1 are covered in each interview. In line with our collaborative approach, we will work closely with BEIS to devise the guide and will use the first few interviews as an opportunity to reflect on how well the guide is working, refining it where necessary. Reflecting the phase 2 objectives, the guide will discuss the key survey findings, the engagement options identified by the review and invite further reflections on what the Government needs to do to action these public engagement options.

A key challenge for the interviews will be to ensure participants are able to have a good overview of the findings and engagement options so that they can discuss these meaningfully. To address this issue, we would provide a highly summarised one-page document outlining these findings to participants at least a few days before the interview. This will allow them to be sensitised to the phase 1 findings prior to the interview and to have these in front of them during the discussion.

1.4.3 Interview analysis and reporting

NatCen uses the Framework approach to support data analysis, which facilitates robust analysis by case and theme. Framework was developed for applied policy research at

NatCen and has since been incorporated into the industry standard NVivo software. In the case of the expert interview, we would develop a framework based on experts' views on the overall survey findings and the engagement options, ensuring thoughts on the pros and cons of each option are captured. This would help surface an overall picture of participants' thoughts on the phase 1 findings, including a detailed understanding of the agreements and differences between experts and the reasons behind these.

We note the requirement to produce an internal report (to be appended to the evidence review work report), highlighting the learning that the interviews have added to the evidence review. In addition, we will also be mindful of drawing out key learning that can inform the development of the topic guide and other fieldwork materials for the focus group work to follow. We anticipate the findings could help refine the engagement options presented to the public groups, as well as shaping the probes and prompts to be used.

We welcome the opportunity to conduct qualitative research with the public to build on phase 1 findings. The qualitative element will deepen insights into the range of attitudes and perspectives to transition to low-carbon heating (including on the different transition pathways) and the engagement options. Importantly, this approach will also help to understand how and why views are formed.

We agree that focus groups are an appropriate approach to data collection because they have the advantage of:

- **Generating rich and considered data.** Focus groups are effective in harnessing group interactions to surface, in this instance, a range of perspectives on the future transition and the engagement framework options, as well as deepening participants' reflection on the factors underpinning these perspectives.
- **Being cost effective.** Focus groups bring together a breadth of views in a single data collection encounter and so offer value for money.

1.5.1 Sampling and recruitment

A key inclusion criterion will be the requirement for participants to be gas grid consumers. Although we would be happy to discuss this further, our suggestion for focusing exclusively on these consumers is based on the understanding that gas is still the most common form of heating in UK homes and that any study on decarbonisation would want to focus on consumers that rely on carbon-based heating.

Once this criterion has been met, we would use purposive sampling to ensure the most appropriate and diverse range of participants are included in the study. We would draw on a set of primary and secondary criteria agreed with BEIS to select participants. It is important to have a small set of focused criteria to ensure the sample is relevant and manageable. Although these criteria will be informed by the survey findings, including any segmentation analysis conducted, our initial thoughts are that there are four primary criteria that most likely to influence public awareness and attitudes towards future low-carbon heating transition and their perceptions of the framework options, presented below.

- **Location.** Although the study is a UK one, we would focus the qualitative work on Great Britain to ensure we meet the resource requirement for this study. We would suggest focus groups take place in major cities in England, Scotland and Wales.
- **Tenure.** Tenure patterns could reflect the degree of control participants have over their heating systems, which may influence understanding of and views towards heating transition.
- **Educational attainment.** It is likely that educational attainment may influence awareness and attitudes towards transition and, importantly, the types of engagement options that may be appropriate. We would therefore suggest focusing on those with qualifications up to A-level and those with a degree and above.
- **Household composition (HC).** Our previous study on consumers heat energy needs for the Energy Technology Institute indicated that attitudes towards heating varied according to whether participants lived alone, lived in shared households/couples or had families. We think this will also be significant for attitudes towards heat transition, what are acceptable transition pathways and the nature of engagement campaigns.

In addition to these, we would also monitor three secondary criteria across the groups: (a) age (16-35 and 36-65); (b) gender (males and females); and (c) ethnicity.

The number of focus groups conducted should reflect the need to achieve diversity across the sampling criteria. Although we note the ITT specification suggests 12 groups, we are confident that this diversity can be achieved with up to 9 focus groups, with between 6-8 participants in each group (a maximum of 72 participants). The table below outlines how this diversity will be achieved, with attention being paid to who takes part in each group ('group composition'). This is an important consideration as it can affect how the discussion flows and whether a diverse range of views is collected. The group compositions presented in the table below take into account three factors: (a) ensuring group participants share some key characteristics (tenure and region), which can help them to feel comfortable to discuss and disclose issues; (b) balancing this with a need to have diversity of other characteristics (e.g. gender and age), which can lead to a breadth of views; and (c) ensuring that findings could be compared between groups, given that each group has a specific set of core characteristics (i.e. comparing views on across different area and/or educational attainment levels).

Table 3.2 Phase 2: Focus groups

Tenure Group	Owner occupier			Private renters			Social renters		
	1	2	3	4	5	6	7	8	9
Location	London	Cardiff	Edinburgh	London	Cardiff	Edinburgh	London	Cardiff	Edinburgh
Education	Up to A level	Degree and above	Up to A-level	Degree and above	Up to A level	Degree and above	Up to A-level	Degree and above	Up to A-level
HC	Singles	Couples/shared	Families	Couples/shared	Families	Single	Families	Singles	Families

Our approach to recruiting participants is designed to maximise responses, ensure the most appropriate participants are recruited and that the process is ethical, so that consent is informed and voluntary. There are three key challenges at the recruitment phase. In the absence of an existing 'sample frame' or list of potential participants, the first challenge is around how we would identify individuals. We could draw on the NatCen Panel to recruit individuals; however, Panel members are not geographically clustered and so this would raise issues around individuals willing to travel to regional venues. Therefore, we anticipate using an experienced and trusted recruitment agency to undertake recruitment in specific locations using materials (such as screeners and information sheets) designed by us and agreed by BEIS. In line with our quality management procedures, we would closely monitor the recruitment process. This includes briefing the recruitment agency lead in person prior to recruitment, providing briefing materials to share with their recruiters and participant facing materials, as well as monitoring the recruitment progress daily throughout the fieldwork period.

Another set of challenges relate to encouraging participation in the study. To make participation attractive, we will take care in developing a study name and information leaflet that has a wide appeal. We have also found that having an incentive to thank people for their time and contributions is helpful in encouraging participation. We have therefore costed for £50 'thank you' payment to given to participants. A further challenge at the recruitment stage would be to ensure recruited participants attend the group. In response, we will work with the external agency to implement a two-fold strategy: (a) ensuring participants are recruited at a 'reasonable period' of around 10 days before their focus group; this will give participants

enough time to make arrangements to attend but ensure that the length of time between being recruited and attending the group is not too long so that they forget or lose interest in the groups; (b) a systematic reminder process. This process will entail recruited participants being sent a reminder at two points: a confirmation text/email after their initial recruitment and a text reminder sent on the day of the focus group.

Throughout the recruitment process, we would provide BEIS with regular updates on progress and summaries of those recruited (In accordance with industry standard ISO 20252, which NatCen is accredited to).

1.5.2 Focus group delivery

A key challenge at the delivery stage would be to ask participants to reflect on ideas that may seem at first seem to be 'abstract'. This includes understanding what 'decarbonisation' is and the different decarbonisation pathways and technologies. To address this, we will work with BEIS to develop an engaging 'decarbonisation' fact sheet designed to provide further information about these issues, taking care in the tone and content not to suggest a viewpoint on the issue. This has the advantage of allowing participants to have a degree of understanding of the concept prior to attending the group and so help the discussion flow better. This understanding will be further reinforced by providing information about the issues in a phased way during appropriate parts of the group discussions. For example, drawing on visual prompts such as illustrated cue cards to outline the different technologies when discussing transition pathways.

In terms of group delivery, each group will last up to 2 hours (including a short break) and will be organised to maximise accessibility for participants. This includes ensuring that they take place in a centrally located venue that is accessible by public transport, that the venues are accessible to those with physical disabilities and that the groups take place between 6-8pm so that both working and non-working populations can attend.

As noted, focus groups present a good opportunity for participant interaction to deepen insights but this rests on facilitators being able to effectively manage the group dynamics. The groups will therefore be delivered by an experienced NatCen facilitator who will be fully immersed in the study and its objectives. Facilitators will be skilled in ensuring that the discussion is conducted ethically and productively as possible by, for example:

- **Setting up expectations at the outset.** Stressing ground rules at the start of the discussion, such as respecting the views of others, maintaining each other's confidentiality and the voluntary nature of participation;
- **Managing group dynamics.** Monitoring the group dynamics to ensure all participants feel able to contribute (not just the dominant ones) and being responsive to any confrontation or collusion between participants; and
- **Defusing challenging situations.** The facilitators will be trained on handling sensitive situations, such as participants becoming angry or upset (e.g. about environmental issues), should these arise.

Facilitators will draw on a discussion guide to deliver the groups which will outline key issues, probes and prompts to inform delivery. As discussed, having a guide will ensure that there is a balance between flexibility in allowing participants to raise issues spontaneously and consistency in coverage across groups. We will develop the guide in close collaboration with BEIS, but we anticipate the group comprising of four broad sessions to reflect the study and phase objectives and to breakdown the discussion into manageable stages for participants.

- **Session 1 and 2:** Introducing the study and the concept of decarbonisation, with a view to exploring perceptions and attitudes towards it and the underlying reasons behind these;
- **Session 3 – decarbonisation transition pathways:** Exploring views and attitudes towards decarbonisation pathways and how they should be implemented. This includes identifying option preferences, views on the underlying technologies involved in the pathways, the key concerns around transition (e.g. disruption) and how the Government can address these concerns and generally conduct the transition process (e.g. sequencing a transition); and
- **Session 4 – public engagement:** This session will explore how best to engage the public on the issue and include testing out the engagement options identified in phase 1.

A key delivery challenge is ensuring that the group discussion is engaging and that participants can openly reflect on their perceptions of decarbonisation and the transition pathways, beyond surface level answers. In response to these, the discussion guide will be accompanied by a range of enabling tools to help generate more considered/nuanced views and to make the experience engaging for participants. For example, we anticipate using vignettes or short case studies in session four to introduce the engagement options as short statements and invite broad reflections on the dimensions of engagement. We would follow up each vignette with a 'what if' scenario which adjusts the engagement option slightly (e.g. how it is delivered or the messaging) to deepen our understanding of the key engagement dimensions. We have used this approach to good effect in other studies; for example, in a recent study exploring views on affordable housing for Shelter, we introduced a scenario depicting an assumption about living in affordable accommodation and then adjusted this assumption slightly with a follow-up 'what if' scenario to gauge whether this changed views.

All focus groups will be audio-recorded on encrypted digital recorders (with participants' consent) and transcribed verbatim using experienced transcribers. We are committed to ensuring that the focus groups address the study objectives and have therefore timetabled a staggered delivery of the focus groups. Having a short pause after the two groups will enable us to reflect on any lessons learned around attendance, the timing of the groups, the group format and/or fieldwork materials.

1.5.3 Focus group analysis and reporting

Using the Framework approach discussed earlier, we will draw up thematic matrices that map the range of perceptions, views and concerns around decarbonisation, the transition process and the engagement options. In exploring patterns, the matrices allow the exploration of a particular theme across all groups (e.g. key drivers and concerns around transition pathways) while simultaneously allowing a particular group's views to be reviewed at the case-level. This allows the accounts of groups of participants (rather than individuals) to be compared and contrasted, particularly in relation the primary sample criteria used to define the groups. For example, the analysis could explore whether key concerns around the transition pathways differ between regions or tenure patterns.

In addition to a report highlighting the findings and implications to the development of a public strategy, we also note the requirement to share transcripts with BEIS. We will anonymise the transcripts to ensure views are kept anonymous and share these with BEIS with the participants' consent.

1.6 Overall reporting

NatCen and our collaborators have a strong track record in delivering high quality written reports for a wide range of audiences which are to a publishable standard and accessible to a non-technical audience. Key features of our outputs are that they are:

- **Relevant.** We take a collaborative approach when developing reports. This means we will work closely with BEIS to agree the structure, content and design of outputs before they are drafted. In drafting the outputs we will be mindful of the different audiences they are intended to reach.
- **Accessible.** We understand the need for research findings to be presented clearly and concisely and we bring experience of producing reports that do justice to the richness and diversity of the data collected within agreed page limits. The research team is also experienced in distilling and verbally presenting our studies to a range of audiences including policy-makers, researchers and practitioners.
- **Compelling.** We understand the need to clearly demonstrate that the interpretations and conclusions presented in research outputs are grounded in the data.

In addition to the output milestone for each phase of the study, we also note the requirement to produce a final report that consolidates the key findings and insights from the project as a whole, as well as a workshop or presentation to a wider set of stakeholders. The exact content and structure of the report and presentation will naturally be dictated by the results and by your requirements, but we will ensure that these outputs integrate the findings of each phase to report on the insights thematically, with each overarching theme forming a chapter. This will mean that each chapter would provide a detailed examination of both quantitative and qualitative findings, analysed by key sub-groups such as tenure and region. Where relevant, our analysis and hypotheses would be supported by verbatim quotes from the qualitative work. We are also happy to follow your reporting formatting requirement, including ensuring that the presentation of tables, figures and other visualisations are in line with the ONS Data Visualisation Guidelines.

2 Staff to deliver

2.1 Introduction

The National Centre for Social Research (NatCen) and Eunomia together bring the understanding of the energy policy landscape, expertise in quantitative and qualitative research methods and public engagement needed to successfully deliver this research. In our response to this question we set out the expertise we are able to bring to this research and the experience of our proposed team.

The National Centre for Social Research (NatCen) is the UK's leading independent social research organisation with extensive experience in using qualitative and quantitative research techniques to understand people's attitudes and behaviour. Our researchers have expertise in questionnaire design, survey delivery and analysis, evidence reviews, depth interviews and focus groups. Our relevant experience includes leading the consortium evaluating the Renewable Heat Incentive, measuring public attitudes over many years on the British Social Attitudes Survey and more recently the award-winning NatCen Panel, and a current project for Defra on citizen engagement with environmental issues. NatCen will lead the partnership, overseeing delivery and reporting and leading each element of the research.

Eunomia has been providing advice in the low-carbon energy sector since 2001. Since then, the company has grown into an organisation which employs around 80 full time consultants. The company specialises in strategic evaluation and policy-related work, carrying out challenging research and analytical tasks. Our work is often focussed on understand the impact of change. This often comprises of understanding influences on behavioural change. Eunomia worked with NatCen on the evaluation of the RHI. Eunomia will bring their expertise in energy policy to advise on each element of the research. We will ensure that **expertise is maintained throughout the duration of the project** through core team members working across the different strands with additional team members

bringing specialist expertise at particular points. The project director, [REDACTED], brings mixed-method research expertise and knowledge of energy issues and will oversee all aspects of the project. The core team supporting [REDACTED], [REDACTED] and [REDACTED], will similarly bring their mixed-method research skills to ensure continuity across the project. Eunomia will provide expert advice at all stages to ensure that the project benefits from their expertise in energy policy and understanding of public engagement in this area. Should the availability of named staff change unexpectedly during the project, both organisations have sufficient capacity to provide replacements with similar skills and experience. For example, NatCen's Policy Research Centre comprises around 50 researchers with mixed-method research skills.

2.2 Relevant experience

2.2.1 Research skills

NatCen brings expertise across the range of research methods that will be utilised for this project.

NatCen are leaders in the **design and delivery of surveys to measure attitudes and behaviours**. We carry out the annual **British Social Attitudes Survey (BSA)** which has tracked attitudes on key social issues for more than thirty years and is widely recognised as the most authoritative source of data on attitudes in the UK. BSA includes a module of questions on environmental behaviours and attitudes in relation to transport, including willingness to change to more environmentally friendly forms of transport and views on whether people's use of cars and aviation should be moderated for environmental reasons.

The NatCen Panel was set up in 2016 and designed to maximise methodological rigour. It is the first mixed mode (online and telephone) panel in Britain based on people selected at random; it draws its sample from the random probability British Social Attitudes survey sample. The Panel has been used to provide robust data on attitudes and behaviour for a range of projects, including the development of an index of wellbeing for Sainsburys, monitoring of public engagement with science for Wellcome Trust and a national barometer of prejudice for the Equality and Human Rights Commission. The Panel won the Market Research Society's award for Innovation and its Grand Prix award for greatest impact in 2017.

Our ability to design survey questions is enhanced by our in-house **Question Design and Testing Hub** who provide specialist expertise in the design and testing of survey questions. Relevant projects undertaken by the Hub include the testing of attitudinal questions for the National Travel Survey (2017), designed to be used for segmentation of the population; a review of the Food and You Survey content (2016), which applied a Theory of Planned Behaviour model, and the development of new questions, including a series of vignettes, for a survey on skills, which aimed to explore which soft skills are felt to be most important in today's labour market (2018).

This experience will enable us to develop appropriate survey questions to measure awareness, understanding and attitudes to future heat solutions and deliver a high quality survey on NatCen's Panel which will provide robust data that can be used to inform planning of future engagement activity and act as a baseline for tracking change over time.

We are also highly experienced in **using advanced analytical techniques** to interrogate survey data and provide meaningful insights. Examples include a report on Understanding the Leave Vote (2017) which used latent class analysis of responses to the NatCen Panel to segment the population, and a segmentation of parents receiving child maintenance, based on separation characteristics, conducted as part of the analysis of a survey on maintenance arrangements (2017).

We will bring this analytical expertise to the survey so that we can fully understand what drives attitudes to future heat and how the population can be segmented for future engagement activity.

NatCen have a strong track record of **conducting evidence reviews** across a range of topics. We have access to a full range of databases and have established procedures for identifying,

assessing and synthesising relevant literature. Our previous experience includes a review of the behaviour of households in fuel poverty for DECC, a literature review for Save the Children on parents' attitudes towards formal childcare and an evidence review on the behaviour and characteristics of perpetrators of online child sex abuse for IICSA. NatCen also holds the evidence reviews call-off contract for the Department for Transport, and current reviews under that framework include a review of interventions to mitigate the risks of cycling and a review of capacity and crowding on public transport.

This expertise will enable us to produce a comprehensive and unbiased synthesis of evidence on public engagement approaches.

NatCen brings leading expertise in the design, conduct and analysis of **qualitative research**. Each of the research teams in our Policy Research Centre includes a number of specialist qualitative researchers and we regularly provide external training on qualitative research methods. We are experienced in engaging members of the public in qualitative research on a range of issues and using appropriate techniques to fully explore their views and behaviours. Examples in the energy policy area have included deliberative workshops to explore people's energy use for the Energy Technologies Institute and depth interviews with owner-occupiers applying for the Renewable Heat Incentive. Other recent projects have involved focus groups with: people living in social housing to explore their views about safety (MHCLG); lower income parents to explore understanding of childcare entitlements (Save the Children) and survey participants to understand attitudes towards data linkage (University College London).

This experience will enable us to engage members of the public in discussion about low carbon heating options, transition pathways and engagement options; stimulate discussion on topics where the public may not have much prior knowledge and fully explore the issues.

Public engagement

Eunomia bring experience of advising organisations on bringing about behaviour change and engaging the public in changes to services related to energy and similar fields. For example, Eunomia was recently commissioned by WRAP to **review a communications strategy produced by Wokingham Borough Council for the launch of its new household food waste collection service** in 2019. The review provided advice on the messaging strategy, target audiences and branding, and developed outline costs and an activity timetable. In addition to reviewing the communications strategy, we provided practical insights on delivering the campaign, based on our experience of running similar service change communications schemes for other councils. At Eunomia, [REDACTED] expertise in advising on behaviour change and stakeholder engagement will be particularly relevant here.

NatCen bring recent experience of engaging members of the public in policy issues through deliberative engagement techniques and will be able to bring this experience to the development of the framework. This experience includes current research on **citizen engagement with the environment** for Defra and **Governance after Brexit** (funded by the ESRC).

This expertise will enable us to identify and assess relevant options for public engagement in this policy area and draw up an evidence-informed framework that can provide an effective basis for a public engagement strategy.

Energy

Eunomia bring an extensive track record of work on energy policy. Examples of recent projects of particular relevance to this research include:

Heat Network Support (University Hospitals/Bristol NHS Foundation Trust and Blackburn with Darwen Borough Council). These two complementary projects involved Eunomia providing support to University Hospitals Bristol NHS Foundation Trust and then to Darwen Borough Council in assessing their business cases for a heat network against the eligibility requirements for the Heat Network Investment Project prior to this being submitted for Board approval.

Society, the UK's largest longitudinal survey, research into attitudes towards home ownership among 'Generation rent' and the BBC's Purpose Remit Survey.

██████████, Research Director in NatCen's Question Design and Testing Hub will advise on questionnaire design. ██████████ has extensive experience in designing new survey questions. She recently led the development of a questionnaire using vignettes to examine perceptions of skills and designed and tested the questions for the Sharing Economy study for HMRC and the Gig Economy for BEIS, which were among the first studies looking at these areas. ██████████ has refined and tested survey questions across a range of major surveys of the public, including the National Survey for Wales, the Food and You Survey and the National Diet and Nutrition Survey.

██████████, Analyst in NatCen's Policy Research Centre will be responsible for carrying out advanced survey analysis. ██████████ specialises in the analysis of administrative and survey data. She recently co-authored a report with ██████████ for the Joseph Rowntree Foundation analysing findings from the British Social Attitudes Survey on hopes, fears and expectations in relation to Brexit. This report used regression analysis to understand the factors driving people's attitudes. ██████████ also recently undertook analysis to explore the drivers of differences in take-up of free early education between Local Authorities on behalf of the Department for Education. ██████████ has a DPhil in Social and Developmental Psychology from the University of Cambridge.

██████████, Research Director in NatCen's Communities team will advise on public engagement strategies. ██████████ previously led the University of Brighton's Community Knowledge Exchange which developed and supported partnerships to share, use and create evidence. Her PhD used deliberation as a central concept to understand the principles and possible outcomes of how citizens and 'experts' engage through research. ██████████ currently leads research on citizen engagement on the environment for Defra and an ESRC funded project on public views on governance after Brexit, using deliberative engagement.

2.3.2 Eunomia

██████████ is a Principal Consultant and manages our London office. His role in the project will be to oversee Eunomia's contribution to the research and review draft outputs. ██████████ has proven expertise in ex ante and ex post policy analysis, policy and programme appraisal and economic assessment. He takes an analytical approach to solving issues and is able to identify, manage and mitigate risks on behalf of a wide range of clients. ██████████ has an in-depth understanding of the energy sector gained through numerous projects, including a series of evidence synthesis reports for DECC (now BEIS) entitled 'What Works'. ██████████ also led Eunomia's work on the RHI evaluation as part of a consortium with NatCen, and is currently leading Eunomia's work evaluating the European Environment Agency on behalf of the European Commission.

██████████ is a Senior Consultant in Eunomia's London office. His role in the project will be to feed into the development of the research instruments for the survey and qualitative research and advise on the interpretation of findings. An experienced researcher, he regularly oversees research projects at Eunomia, utilising a range of methods. He also worked on the RHI evaluation, where he had responsibility for overseeing three of the sub-projects conducted as part of the project and is working alongside ██████████ on the evaluation of the European Environment Agency.

██████████ will advise on the development of options for public engagement. ██████████ is an award-winning communications strategist and acknowledged specialist in behaviour change and stakeholder engagement. His extensive consultancy experience spans 25+ years within the community, public and commercial sectors, engaging people, employees and businesses about resource efficiency, recycling, waste minimisation, energy, water and

carbon reduction issues. His practical experience covers behaviour change campaigns on recycling, energy saving, qualitative and quantitative research techniques and a range of communication and marketing disciplines. He has worked with the public, private and third sectors, on behaviour change, sustainability and resource efficiency strategies and campaigns.

- **Understanding the project environment**

- Introduction

For over 50 years, we have relied primarily on natural gas, supplied through the national grid, to heat our buildings. With 85 per cent of UK homes currently on the gas network, decarbonising heating requires a fundamental change as we transition away from a reliance on fossil fuels towards low-carbon energy sources. There is no single obvious technological solution for this transition, and there are a number of different pathways available, including the use of regulation, taxes and incentives. Unlike power, the decarbonisation of heat will have profound impacts on people. The shift in technologies may require changes to the home (including the need for energy efficiency measures) and some householders may be required to change how they engage with their heating system.

It is therefore critical that public attitudes and understanding of the different pathways is understood. By undertaking this research, BEIS can further understand the perceptions about the choices in front of us. As it seeks to develop policies over the coming decade the Government will be informed, not just by a technical analysis, but by the views of the public who ultimately will need to be engaged.

- The policy context

The delivery of renewable heat is a critical component of UK climate and energy policy. As part of global efforts to avoid damaging climate change, the UK Government has ratified the Paris Agreement which sets out a global action plan to limit global warming to well below 2°C. Efforts to tackle climate change were also enshrined in UK law prior to the agreement. The Climate Change Act 2008 targets an 80% reduction of carbon emissions by 2050 compared to 1990 levels. As heating and hot water for UK buildings make up around 40% of our energy consumption and 20% of our greenhouse gas emissions, the decarbonisation of almost all heat in buildings is likely to be necessary in order to meet our carbon reduction commitments. In addition to targets at both an EU and national level, there are also strategic drivers for decarbonisation reflecting the goals of delivering energy security and job creation.

Carbon Targets

To ensure that a cost-effective path is made towards the long-term targets in 2050, the Climate Change Act established a system of five-yearly carbon budgets. This required the government to adopt emissions limits and then publish policies and proposals for meeting the targets. The Committee on Climate Change (CCC) publishes annual reports on progress towards meeting the carbon budgets and 2050 target. In its most recent report, the CCC stated that although emissions have reduced the UK is not on course to meet the legally binding fourth (2023-2027) and fifth (2028-2032) carbon budgets.

With regard to heat, the report identified that significant progress would be required. The report noted that the current reliance on natural gas is incompatible with long-term

decarbonization and it went on to state that key strategic decisions will be needed in the early 2020s on low-carbon heat for properties on the gas grid, especially those outside heat-

dense areas. The key options highlighted in the report included electrification using heat pumps and repurposing of gas networks to hydrogen.

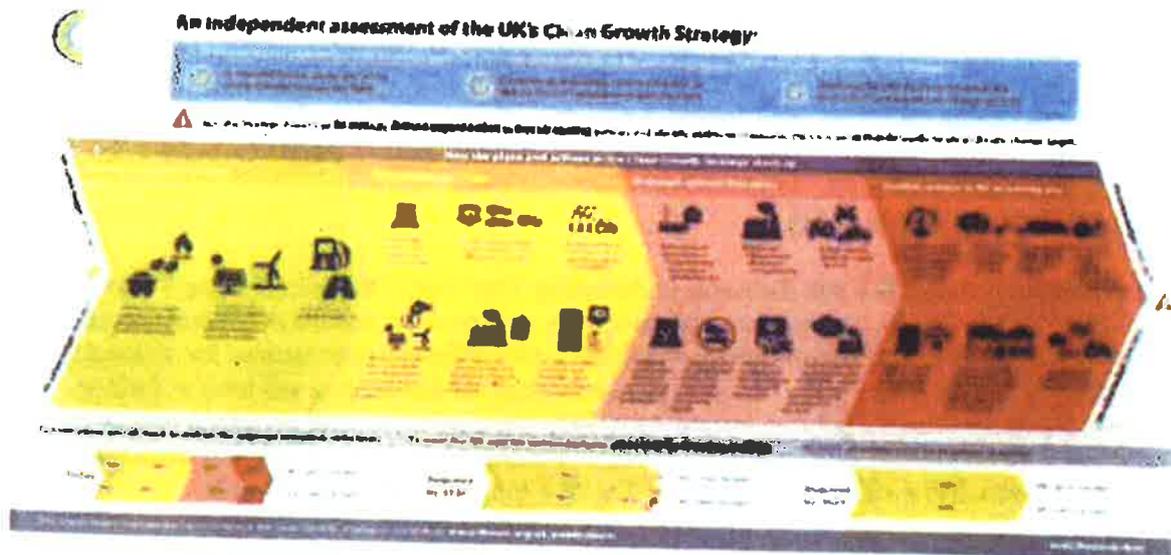
Clean Growth Strategy

The Government released the Clean Growth Strategy (CGS) in October 2017, aiming to set out how the emission reductions could be achieved. The strategy sets out a comprehensive set of policies and proposals that aim to accelerate the pace of “clean growth”, i.e. deliver increased economic growth and decreased emissions. Renewable heating and energy efficiency featured heavily within the report. Some of the key highlights include:

- Support around £3.6 billion of investment to upgrade around a million homes through the Energy Company Obligation (ECO), and extend support for home energy efficiency improvements until 2028 at the current level of ECO funding;
- We want all fuel poor homes to be upgraded to Energy Performance Certificate (EPC) Band C by 2030 and our aspiration is for as many homes as possible to be EPC Band C by 2035 where practical, cost-effective and affordable;
- Develop a long-term trajectory to improve the energy performance standards of privately rented homes, with the aim of upgrading as many as possible to EPC Band C by 2030 where practical, cost-effective and affordable;
- Build and extend heat networks across the country, underpinned with public funding (allocated in the Spending Review 2015) out to 2021;
- Phase out the installation of high carbon fossil fuel heating in new and existing homes currently off the gas grid during the 2020s, starting with new homes;
- Improve standards on the 1.2 million new boilers installed every year in England and require installations of control devices to help people save energy;
- Invest in low carbon heating by reforming the Renewable Heat Incentive, spending £4.5 billion to support innovative low carbon heat technologies in homes and businesses between 2016 and 2021; and
- Innovation: Invest around £184 million of public funds, including two new £10 million innovation programmes to develop new energy efficiency and heating technologies to enable lower cost low carbon homes.

The strategy has been reviewed by the CCC. In their review, the CCC identified heating and energy efficiency as key areas where further policy action would be required to meet the fourth and fifth carbon budget. Figure 1 provides a summary infographic used by the CCC to explain which policies are least or most developed. The heat and energy efficiency policies were amongst those highlighted as “possible actions to fill remaining gap” – the most uncertain category.

Figure 1: CCC Assessment of the Clean Growth Strategy



Future Framework for Heat In Buildings

In March 2018, the Government sought to build upon the CGS, by publishing a call for evidence to seek views on how industry, government and consumers could work together to phase out the installation of high carbon fossil fuels from rural homes and businesses off the gas grid during the 2020s. The government sought to understand what government, industry and consumers can do to reduce the barriers to installation of clean heating, reducing reliance on subsidy, while preparing the ground for future policy approaches that could include regulation. In its response to the call for evidence, the government highlighted one of the strongest overriding messages from the responses was the need for a clear, long-term framework set by government, ideally through regulations, that would enable industry to play their part. Many comparisons were drawn with transport's commitment to end the sale of petrol and diesel cars from 2040, which has provided the automotive industry with clear direction and opportunities for growth.

3.2.1 Recent Research and Initiatives

In order to inform the key policies, there has also been significant research conducted. We have sought to summarise some of the key pieces below.

CCC: Analysis of alternative UK heat decarbonisation pathways

The CCC recently commissioned Imperial College London to explore the challenges around on-gas homes, in particular investigating how low-carbon energy systems could deal with 'Beast from the East'-style events. Imperial College evaluated the technical feasibility and overall system costs of three decarbonisation pathways across the electricity and gas systems in the UK:

- hydrogen;
- electrification; and
- hybrid heat pumps.

Their report suggests increases in energy demand during 'Beast from the East' like conditions could be met, whilst reducing overall carbon emissions. In a hydrogen scenario, the gas-grid could provide similar flexibility to what it does today, but with the need for additional storage capacity. In an electrified world, peak heat demand could be met through a combination of increased peak energy generation capacity (burning both fossil and low-carbon gas), 'smart' consumption of heat to reduce peaks in demand, and an increase in renewable energy output. In a hybrid heat-pump world, households could meet the bulk of their energy demands using heat pumps, and retain their gas boilers for peak demand conditions.

Heat Strategic Options Project

We understand that BEIS are currently undertaking The Heat Strategic Options Project (HSOP). HSOP aims to develop an evidence base and provide advice to ministers on the costs, risks, barriers and opportunities associated with different approaches for strategic heat decarbonisation by 2050. The next phase of work for the project will look at further refining scenario-based analysis around heat decarbonisation as well as new aspects like potential policy development, business cases to support technology trials and evidence gaps and development of a strategic business case for future phases of the project.

There has also been research to explore public responses and challenges to heat transitions which will be particularly relevant to this research. The Energy Technologies Institute (ETI) has carried out a range of research with the public to inform the design of heating solutions as part of its Smart Systems and Heat Programme. This research concluded that low carbon heating solutions will be more attractive to the public if they improve the heating experience in the home, are simple to prepare for and install, and make heating easier to control. The Committee on Climate Change recently commissioned research with the public on hydrogen for heating and cooking in the home which we discuss in the next section.

3.3 Public engagement approaches

Changing how we heat our homes is complicated, with no clear technology (or fuel) that is currently forecast to be dominant. Furthermore, the technological solutions to be used are interrelated with deployment of other technologies. For example, hydrogen cannot play a big role without greater roll-out of carbon capture and storage (CCS). There are other connected factors that will affect take-up of potential options. Electric heating options are dependent not only on technological development but on the carbon intensity of the grid. Local heat networks will only be appropriate in certain geographical circumstances.

Beyond the development of technologies, it is also critical that people understand and can use the technologies. For most people, gas boilers are easy to understand and cheap. Alternatives may not deliver these same benefits. Accordingly, it is critical that the acceptability of the technologies by the public is understood. One such technology that has had research conducted is the use of hydrogen. The CCC has recently commissioned research on hydrogen for heating and cooking in the home. The research involved discussion of a complex and technical subject matter with members of the public, whose knowledge and awareness of the heating technologies was likely to be low. The research found that in the absence of clear consumer benefits, preferences towards the heating technologies tended to be driven by which had the fewest perceived drawbacks. However, the potential utility for heat pumps to cool homes, as well as heat them, was seen as advantageous and had some positive impact on preferences vs. hydrogen heating.

One particular finding that was relevant for this research was that participants views were influenced by how the information on alternative heating technologies is communicated. Knowledge of low-carbon energy alternatives is low and public opinion is certainly not fixed. Even within the study, changes made to explanatory materials between each phase and methodological differences appears to have had an impact on heating technology preferences. It is important that the lesson learnt from this research are fed in to this research.

Beyond the technologies the system by which they are employed is also critical. Policy makers have a range of different methods that can be used to deliver upon policy aims. In simple terms these include regulations and bans, the use of financial instruments and raising awareness. It is likely that a combination of these methods will be required to be utilised in order to deliver on the policy objectives. The combinations on these policy instruments will have a number of different characteristics. For example, there may be an increase in upfront costs in the absence of any subsidy. Each of these will have differing levels of acceptability with the public and it important that this research explores these issues.

• **Research objectives**

As stated in the ITT, the aims of this research are twofold:

- to understand the current situation regarding public awareness, understanding, and attitudes towards a future low-carbon heating transition, and
- to identify and assess plausible and realistic aims for engaging the public with the future of heat and the different options for achieving those aims, while considering the implications of those options for decision-making related to the future of heat.

Furthermore, there are four high level Research Questions (RQs) embedded within these two aims. The table below outlines the key RQs within each aim, organises the various sub-questions presented in the ITT into broader categories of concern, introduces additional questions that may be of interest and indicates which methods will be used to address each RQ.

Table 2.1 Research questions

Aim	Research	Sub-questions	Relevant method
A. Mapping Public's understanding of and attitudes towards transition to low carbon heating	RQ1. What is the current level of public awareness and understanding regarding the need and rationale for	<ul style="list-style-type: none"> • Gauge public understanding of decarbonisation • Explore their understanding of the reason why heating transition is needed • Provide a nuanced understanding of the aspects of the decarbonisation/ heat transition that public have greater or lesser understanding 	Evidence review Public survey Public focus groups

RQ2. What are current attitudes towards a future to low- carbon heating?

- Exploring whether the public accept the need for the transition – including whether there are differences between sub-groups
- Exploring public willingness to transition to low-carbon heating:
 - The extent to which they are willing to transition
 - Considerations that affect acceptability – such as minimum condition of acceptance, the barriers to acceptance and which specific aspects of transition the public are most and least supportive of

• Understanding attitudes towards specific heat transition pathways – including their associated technologies

• Exploring what can be done to enhance this willingness to transition:

- The steps that the Government could take – including the assurances the public would need to increase support and

• Identifying realistic aims for a public engagement strategy

• Exploring the different range of options for engaging the public to meet these aims.

This includes:

- o Identifying the range of public engagement options and

• Evidence review
• Public survey
• Public focus groups

Identifying and assessing realistic aims and options for engaging the public with the future of heat

RQ3. What are the different dimensions and options for engaging the public with low-carbon

• Evidence review
• Public survey
• Expert interviews
• Public

RQ4.. What are the strengths and weaknesses of the different options, approaches and

• Exploring the delivery of these options – including who should be involved, what are the practical steps involved and the sequencing of these options

• Exploring what the messaging within these options could look like. That is, what are the narrative frames that could be used to engage people with the transition, in what contexts are these most

• Exploring the role that the public would like to play in decision- making around a future low-carbon heating

• Identifying the engagement options most and least favoured by the public and the reasons why

• Identifying which options are most and least effective for different audiences

• Identifying who should deliver the options – i.e. who the public trusts and favours

- 2 Evidence review
- 3 Expert interviews
- 4 Public focus groups

This research will provide critical insight in to public awareness, understanding, and attitudes towards the low-carbon heating transition. As part of the research we will aim to identify and understand the contextual factors that influence perceptions. The findings will also help to:

- build the evidence base to help inform policy decisions regarding the public and consumer acceptability of different pathways for a future transition to low-carbon heating and the types of policy interventions that may be required to increase the acceptability of different options;
- provide a basis for developing aims, and approaches to meeting those aims, which could inform a public engagement strategy and support efforts to bring the public into dialogue about the future of low-carbon heating in the UK in the most effective way; and
- inform the development of potential communications related to a future low-carbon heating transition.

3.5 How we will ensure successful delivery

Reflecting the context for commissioning this research project and the objectives discussed above, our approach for ensuring successful delivery will be centred on:

an iterative approach to building insights through each stage of the project, with regular updates of findings;

providing appropriate expertise for each element of the research to be able to deliver accurate and insightful findings that can be used to inform future activity;

high quality research methods to ensure that the findings provide robust evidence to support public engagement activity; stand up to scrutiny and are replicable.

An iterative approach

Each stage of the research will build up knowledge and insights that should then inform the subsequent stages and will draw on the previous research that has been conducted on these issues. The initial survey to map understanding and attitudes will inform the evidence review which will identify options for a public engagement strategy. The second phase of the research will seek to obtain deeper insights into public attitudes and explore responses to potential options for engagement through focus groups and expert interviews. This phase will use the survey findings to inform sample composition and discussion for focus groups and will test out the options identified in the initial framework. The framework will be updated with findings from the expert interviews and focus groups so that it is a 'live' document for the project duration. We will provide BEIS with regular and timely updates on findings so that the research can inform ongoing development of policy. The final report will synthesise the findings from each stage to comprehensively answer the research questions and provide clear recommendations for public engagement.

Appropriate expertise

Successful delivery of this research will require expertise in quantitative and qualitative research methods, public engagement and energy policy. NatCen and Eunomia propose to collaborate, combining NatCen's expertise in conducting public attitude surveys, focus groups, interviews and evidence reviews with Eunomia's strong understanding of the energy policy context and strategies for engaging the public with change. Our proposed team and resource plan provide specialist expertise at the points at which it is required, together with a core team of mixed-method researchers who can provide continuity across the project and ensure that each stage benefits from the insights gained at earlier stages. We will assign sufficient levels of resource to each stage of the project so that we can be confident of delivering high quality outputs to the required timescales.

High quality methods

This research will be used to inform potentially significant investment into public engagement with transitions to low-carbon heat. It is therefore vital that BEIS can be confident in the accuracy of the findings and that they are sufficiently robust, with a well-documented methodology, to stand up to scrutiny. It is also important that the approach can be replicated so that public understanding and attitudes can be tracked over time. NatCen are leaders in high quality social research methods, and our proposed approach to each element reflects best practice in the conduct of research, including:

The use of the award-winning NatCen Panel to conduct the survey, offering a random probability-based sampling approach for robust measurement of public attitudes within the timescales for the project;

Focus groups utilising a documented, agreed sampling specification; topic guides to frame discussion, transcription and charting of groups and the Framework approach to qualitative analysis to ensure that findings are based on systematic analysis, grounded in the data;

A documented, consistent approach to the conduct of the evidence review, based on best practice guidelines.

- **Project delivery**

- Introduction

Successful delivery of this research will require excellent project management to ensure that each element is delivered on time and provides high quality outputs based on robust research methods. From our experience of delivering research projects of similar scale and timings, we know that this will involve careful planning, appropriate resourcing, active management of risks and close communication with BEIS. In this section we set out

- The project management approach we intend to use
- The risks to successful delivery we have identified and our proposed mitigations
- A detailed timetable and resource plan for the project
- Details of our proposed approach to the ethical issues involved.

- Project management approach

NatCen has extensive experience of managing complex research projects and has a strong track record of delivering high-quality outputs on time. As such, the management of this project will follow practices that have been established over time.

Specifically, the project management process will be based on the PRINCE2 methodology. In practical terms this means that we will begin the project by working with you to produce a **detailed, product-based plan** with the key stages of the project being clearly identified, as well as all the most appropriate milestones being set out. PRINCE2 also means that we will define with you a list of the **key risks** the project will face, as well as the mitigations we can put in place for each. The other key element of PRINCE2 that we will deploy is a careful process of **change management**. This is a key tool for ensuring that we agree any changes to the original specification with you before implementation.

Our experience is that on multi-stranded research projects such as this one, having a dedicated project lead is key to successful delivery. [REDACTED] Research Director at NatCen, will be the project lead with responsibility for [REDACTED] aspect of the project, managing the team and keeping the client informed.

- Communication

For this project to be a success, it is vital that we maintain excellent communications with BEIS at all times. We believe a collaborative approach aimed at maximising the benefits to be gained from pooled knowledge and experience and experimentation will bring huge benefits. To this end, there are a number of steps we will take to ensure a high-quality service is provided.

- The Project Director, [REDACTED], will be the main point of contact for BEIS, with responsibility for keeping [REDACTED] updated on the progress of all aspects of the research. [REDACTED] will be [REDACTED] nominated deputy.
- An inception meeting will be held at the start of the project, attended by key research team members from NatCen and Eunomia and the BEIS project team. This meeting will

recommendation for future activity			<ul style="list-style-type: none"> Format and outline content of all deliverables agreed in advance with BEIS Close communication with BEIS throughout the project to ensure research findings
Staffing changes unexpectedly	Low	Medium	<ul style="list-style-type: none"> Staff time booked in advance in centralised system. Sufficient notice periods to allow handover for staff who leave Documented handover procedures to ensure smooth transition Large pool of experienced researchers and consultants across NatCen and Euronomia to replace named staff if

4.5 Timetable

We have compiled a proposed timetable, based on the outline provided in the ITT and assuming a contract start date in the week of 14th January. The timetable is included at the end of this document.

We have built in time for BEIS to review and comment on three drafts of each output as noted in the ITT. Time for internal quality assurance and proofreading is built into reporting time before drafts are delivered to BEIS.

We have proposed a later date for the delivery of the report of the survey findings than suggested in the ITT. This is to allow sufficient time for the more complex analysis to be carried out. However, the headline survey findings will be available earlier. This change and the time then allowed for BEIS to comment on drafts, means that we propose a contract break date in early June. Assuming Phase 2 is confirmed, it would begin in June with focus groups conducted in August and the draft final report delivered in September. We have proposed extending the timetable into October to allow sufficient time to quality assure and finalise the report.

We have proposed the following timings for meetings:

- 5 Inception meeting shortly after commission
- 6 Presentation of Phase 1 findings combined with project update meeting in late April
- 7 Contract review meeting shortly before break point in early June
- 8 Presentation of Phase 2 findings combined with project update meeting shortly after the delivery of the first draft report in September
- 9 Contract review meeting before the sign off of the final report in October.

We would be happy to review the timings of meetings with you and will agree a detailed timetable with you for each phase of the research on commission.

4.5.1 Resource plan

The table below shows the days we have allocated for each team member for each element of the project.

Team member	Survey	Evidence review	Interviews and	Final report	Meetings/ presentations	Total day	Day rate
-------------	--------	-----------------	----------------	--------------	-------------------------	-----------	----------

NatCen

██████████ (Research	10	5.75	7.25	9	2.5	34.5	£676.45
██████████ ██████████	12	11.5	23.75	14.5	2.5	64.25	£561.39
██████████ (Researcher)	9	6.75	9	7	2.5	34.25	£402.40
██████████ (Research Director, NatCen	5					5	£676.45
██████████ ██████████	6					6	£402.40
██████████ ██████████ (Research Director, QDT	2					2	£676.45
██████████ (Research		1.5				1.5	£676.45
██████████ (Group Head)				1		1	£824
Research Assistant		3.75	3.5			7.25	£358.50

Quonoma

██████████ (Principal Consultant)	1	0.5	0.5	0.5	1	3.5	£1,095
--------------------------------------	---	-----	-----	-----	---	-----	--------

1 ██████████ time for survey implementation is shown here but is included in our overall panel survey cost in the pricing schedule rather than as staff time .

[REDACTED] (Senior	1.5		1	1	0.5	4	£858
[REDACTED] [REDACTED] (Senior		3				3	£947

4.6 Ethical considerations

In all research there is a potential risk that participants or researchers will be harmed or that the research will lead to other negative impacts. NatCen regards maintaining the highest ethical standards as a fundamental quality issue. NatCen has an internal Research Ethics Committee (REC) to provide ethical scrutiny for all projects all staff are required to undergo training in research ethics and data security. Along with issues relating to information security which we outline in the next section, there are a number of specific ethical issues which will have to be taken into consideration and we have outlined our approach to these below.

- **Sound application and conduct and appropriate dissemination and utilisation of findings.** NatCen are committed to rigour in the conduct of research and we carry out our work in line with best practice. This is exemplified by the NatCen Panel, which was specifically developed to provide a robust data collection approach based on random probability sampling and by the Framework approach to analysis of qualitative data which was developed by NatCen to provide a systematic approach to qualitative analysis. Ensuring that findings are effectively disseminated and used goes to the heart of our charitable purpose and we are committed to finding the most appropriate ways of communicating the study findings to as wide an audience as possible.
- **Participation based on valid consent and enabling participation.** We will ensure that participants understand what the research involves, and that they are enabled to consent (or refuse to consent) to participate. All research participants will be given a privacy notice to include details of the data controller (BEIS) and data processors (NatCen), the intended uses of the data, data retention and data transfers between suppliers, in line with General Data Protection Regulations. We will provide accessible or translated materials where required and inform people that participation is voluntary, confidential and anonymous. We will also ensure focus group venues are accessible.
- **Avoidance of personal harm.** While we do not believe that this research carries serious risks of harm to participants, any research involves a degree of intrusion, and the interviews may cover issues that may have the potential to cause discomfort or distress, particularly for any participants experiencing fuel poverty. We will make every effort to minimise the potential for participation in this study to cause distress.
- **Non-disclosure of identity and personal information.** We will ensure that individuals and the organisations that they represent are not identifiable in the evaluation outputs. The steps we take include agreeing minimum cell counts for subgroups in quantitative analysis, anonymising quotes and ensuring that the reporting of case studies or qualitative interviews does not include details that could disclose the identities of the organisation or individual. NatCen have rigorous procedures for ensuring the security of personal data, covering the storage, handling and transfer of data. Our information security procedures are accredited to ISO27001 and undergo regular

- external audit. All projects have their own Data Security Plan (DSP) and access to project data is restricted to those named on the DSP who need to access the data.

- Protocol for review, including search terms and inclusion criteria, submitted to BEIS for review and sign-off before searching begins
- Written protocol on search strategy and criteria used by all team members carrying out the review
- Project Director briefs researchers carrying out searches and reviews early searches to ensure consistency and accuracy
- Review approach guided by best practice guidelines, including the Cochrane Collaboration's MECIR Conduct and Reporting standards¹ and the Campbell Collaborations' MEC2IR Conduct and Reporting standards
- Documentation of review process to ensure transparency
- Specification for format and content of engagement framework agreed in advance with BEIS
- Draft framework signed off by the Project Director and Group Head at NatCen before submission to BEIS.

Qualitative data collection and analysis

- Draft sample specification signed off by the Project Director and submitted to BEIS for sign off
- Topic guides used for interviews and focus groups. Draft topic guides are signed off by the Project Director before submitting to BEIS for sign off.
- Focus groups recorded, transcribed and charted
- Focus groups carried out by experienced qualitative researchers
- Briefing led by the Project Director for all research team carrying out focus groups
- Framework approach to qualitative analysis ensures systematic approach to data management and analysis with transparent links between data and interpretation
- Charting of interview data in Framework checked against transcripts for accuracy by Project Director
- Project Director checks interpretation of qualitative data is appropriate, checking against charted data.

Reporting

- Report outline agreed in advance with BEIS
- Drafting led by the Project Director
- Reports produced to Government Social Research Reporting guidelines
- Report authors provided with reporting template, GSR guidelines and agreed conventions for the report
- Systematic checks that figures in charts match text and figures in report match tables
- Charts and visualizations produced in line with ONS data visualization guidelines
- Proof-reading of draft report by trained internal proof-reader before submission to BEIS
- Group Head reviews draft report to check compliance with NatCen's quality standards and signs off draft report before submission to BEIS.

We will be happy to work with BEIS at project inception to agree specific quality measures that should apply to each element of the research.

Outputs and invoicing dates and amounts

Milestone	Approximate Date	Invoice amount
Phase 1		
Sign off and completion of phase 1 outputs	June 2019 (possibly July/August 2019 subject to decision on cognitive testing)	£ [REDACTED] (possibly circa £ [REDACTED] subject to decision on cognitive testing)
Review point		
Sign off and completion of phase 2 outputs	November.2019	£ [REDACTED]

Contract Charges:

*The Customer shall pay the Supplier the sum of £146,990.86 excluding VAT for delivery of these Services, payable as detailed in the **outputs** table above. For the avoidance of doubt, the Contract Charges shall be inclusive of all third-party costs*

Customer Affiliates:

n/a

Key Individuals:

Set out details of the key personnel from the Supplier for this Project if relevant.

Authorised Supplier Approver:

Set out details of the person(s) who have the authority to agree day to day decisions on behalf of Supplier for this project.

Signed by [redacted] [redacted]
by (print name): [redacted] [redacted] [redacted] [redacted] [redacted] [redacted]

As Supplier Authorised Approver for and on behalf of
[Supplier] NATCEN SOCIAL RESEARCH

Date..... 6/3/2019

Signed by.....
by (print name)



As Customer Authorised Approver for and on behalf of

[Customer]

Date..... 2/4/2019

SCHEDULE 3: STAFF TRANSFER

1. DEFINITIONS

In this Contract Schedule 3, the following definitions shall apply:

“Admission Agreement”

The agreement to be entered into by which the Supplier agrees to participate in the Schemes as amended from time to time;

“Eligible Employee”

any Fair Deal Employee who at the relevant time is an eligible employee as defined in the Admission Agreement;

“Employee Liabilities”

all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:

- (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- (b) unfair, wrongful or constructive dismissal compensation;
- (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- (d) compensation for less favorable treatment of part-time workers or fixed term employees;
- (e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;
- (f) employment claims whether in tort, contract or statute or otherwise;

any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

"Fair Deal Employees"	those Transferring Customer Employees who are on the Relevant Transfer Date entitled to the protection of New Fair Deal and any Transferring Former Supplier Employees who originally transferred pursuant to a Relevant Transfer under the Employment Regulations (or the predecessor legislation to the Employment Regulations), from employment with a public sector employer and who were once eligible to participate in the Schemes and who at the Relevant Transfer Date become entitled to the protection of New Fair Deal;
"Former Supplier"	any Supplier supplying services to the Customer before the Relevant Transfer Date that are the same as or substantially similar to the Project (or any part of the Project) and shall include any sub-contractor of such Supplier (or any sub-contractor of any such sub-contractor);
"New Fair Deal"	the revised Fair Deal position set out in the HM Treasury guidance: <i>"Fair Deal for staff pensions: staff transfer from central government"</i> issued in October 2013;
"Notified Sub-Contractor"	a Sub-Contractor identified in the Annex to this Contract Schedule 3 to whom Transferring Customer Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;
"Replacement Sub-Contractor"	a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
"Schemes"	the Principal Civil Service Pension Scheme available to employees of the civil service and employees of bodies under the Superannuation Act 1972, as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Scheme and (ii) Death Benefits Scheme; the Civil Service Additional Voluntary Contribution Scheme; and the 2015 New Scheme (with effect from a date to be notified to the Supplier by the Minister for the Cabinet Office);
"Service Transfer"	any transfer of the Project (or any part of the Project), for whatever reason, from the Supplier or any Sub-Contractor to a Replacement Supplier or a Replacement Sub-Contractor;
"Service Transfer Date"	the date of a Service Transfer;
"Staffing Information"	in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Customer may reasonably request (subject to all

applicable provisions of the DPA), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement and gender;
- (b) details of whether they are employed, self-employed contractors or consultants, Supplier workers or otherwise;
- (c) the identity of the employer or relevant contracting party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

"Supplier's Final Supplier Personnel List"

a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Relevant Transfer Date;

"Supplier's Provisional Supplier Personnel List"

a list prepared and updated by the Supplier of all Supplier Personnel who are engaged in or wholly or mainly assigned to the provision of the Project or any relevant part of the Project which it is envisaged as at the date of such list will no longer be provided by the Supplier;

"Transferring Customer Employees"

those employees of the Customer to whom the Employment Regulations will apply on the Relevant Transfer Date;

- 2. Where a provision in this Contract Schedule 3 imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-Contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Customer, Former Supplier, Replacement Supplier or Replacement Sub-Contractor, as the case may be.**

PART A

TRANSFERRING CUSTOMER EMPLOYEES AT COMMENCEMENT OF SERVICES

3. RELEVANT TRANSFERS

3.1 The Customer and the Supplier agree that:

the commencement of the provision of the Project or of each relevant part of the Project will be a Relevant Transfer in relation to the Transferring Customer Employees; and

as a result of the operation of the Employment Regulations, the contracts of employment between the Customer and the Transferring Customer Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Notified Sub-Contractor and each such Transferring Customer Employee.

3.2 The Customer shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Customer Employees in respect of the period arising up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period up to (but not including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Customer ; and (ii) the Supplier and/or any Notified Sub-Contractor (as appropriate).

4. CUSTOMER INDEMNITIES

4.1 Subject to Paragraph 4.2, the Customer shall indemnify the Supplier and any Notified Sub-Contractor against any Employee Liabilities in respect of any Transferring Customer Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

- 4.1.1 any act or omission by the Customer occurring before the Relevant Transfer Date;
- 4.1.2 the breach or non-observance by the Customer before the Relevant Transfer Date of:
 - a) any collective agreement applicable to the Transferring Customer Employees; and/or
 - b) any custom or practice in respect of any Transferring Customer Employees which the Customer is contractually bound to honour;
- 4.1.3 any claim by any trade union or other body or person representing the Transferring Customer Employees arising from or connected with any failure by the Customer to comply with any legal obligation to such trade union, body or person arising before the Relevant Transfer Date;
- 4.1.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - a) in relation to any Transferring Customer Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority

relates to financial obligations arising before the Relevant Transfer Date; and

- b) In relation to any employee who is not a Transferring Customer Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Customer to the Supplier and/or any Notified Sub-Contractor as appropriate, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date.
- 4.1.5 a failure of the Customer to discharge, or procure the discharge of, all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Customer Employees arising before the Relevant Transfer Date;
 - 4.1.6 any claim made by or in respect of any person employed or formerly employed by the Customer other than a Transferring Customer Employee for whom it is alleged the Supplier and/or any Notified Sub-Contractor as appropriate may be liable by virtue of the Employment Regulations and/or the Acquired Rights Directive; and
 - 4.1.7 any claim made by or in respect of a Transferring Customer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Customer Employee relating to any act or omission of the Customer in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Sub-Contractor to comply with regulation 13(4) of the Employment Regulations.
- 4.2 The indemnities in Paragraph 4.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-Contractor (whether or not a Notified Sub-Contractor) whether occurring or having its origin before, on or after the Relevant Transfer Date including any Employee Liabilities:
- 4.2.1 arising out of the resignation of any Transferring Customer Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier and/or any Sub-Contractor to occur in the period from (and including) the Relevant Transfer Date; or
 - 4.2.2 arising from the failure by the Supplier or any Sub-Contractor to comply with its obligations under the Employment Regulations.
- 4.3 If any person who is not identified by the Customer as a Transferring Customer Employee claims, or it is determined in relation to any person who is not identified by the Customer as a Transferring Customer Employee, that his/her contract of employment has been transferred from the Customer to the Supplier and/or any Notified Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
- 4.3.1 the Supplier shall, or shall procure that the Notified Sub-Contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Customer; and
 - 4.3.2 the Customer may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of receipt of the notification by the Supplier and/or any Notified Sub-Contractor, or take such

other reasonable steps as the Customer considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

- 4.4 If an offer referred to in Paragraph 4.3.2 is accepted, or if the situation has otherwise been resolved by the Customer, the Supplier shall, or shall procure that the Notified Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.
- 4.5 If by the end of the 15 Working Day period specified in Paragraph 4.3.2:
- 4.5.1 no such offer of employment has been made;
 - 4.5.2 such offer has been made but not accepted; or
 - 4.5.3 the situation has not otherwise been resolved,
 - 4.5.4 the Supplier and/or any Notified Sub-Contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 4.6 Subject to the Supplier and/or any Notified Sub-Contractor acting in accordance with the provisions of Paragraphs 4.3 to 4.5 and in accordance with all applicable proper employment procedures set out in applicable Law, the Customer shall indemnify the Supplier and/or any Notified Sub-Contractor (as appropriate) against all Employee Liabilities arising out of the termination pursuant to the provisions of Paragraph 4.5 provided that the Supplier takes, or procures that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 4.7 The indemnity in Paragraph 4.6:
- 4.7.1 shall not apply to:
 - a) any claim for:
 - discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - equal pay or compensation for less favorable treatment of part-time workers or fixed-term employees,
 - in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or
 - any claim that the termination of employment was unfair because the Supplier and/or Notified Sub-Contractor neglected to follow a fair dismissal procedure; and
 - b) shall apply only where the notification referred to in Paragraph 4.3.1 is made by the Supplier and/or any Notified Sub-Contractor (as appropriate) to the Customer within 6 months of the Contract Commencement Date.
- 4.8 If any such person as is referred to in Paragraph 4.3 is neither re-employed by the Customer nor dismissed by the Supplier and/or any Notified Sub-Contractor within the time scales set out in Paragraph 4.5 such person shall be treated as having transferred to the Supplier and/or any Notified Sub-Contractor and the Supplier shall, or shall procure that the Notified Sub-Contractor shall, comply with such obligations as may be imposed upon it under applicable Law.

5. SUPPLIER INDEMNITIES AND OBLIGATIONS

- 5.1 Subject to Paragraph 3.2 the Supplier shall indemnify the Customer against any Employee Liabilities in respect of any Transferring Customer Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:
- 5.1.1 any act or omission by the Supplier or any Sub-Contractor whether occurring before, on or after the Relevant Transfer Date;
 - 5.1.2 the breach or non-observance by the Supplier or any Sub-Contractor on or after the Relevant Transfer Date of:
 - a) any collective agreement applicable to the Transferring Customer Employees; and/or
 - b) any custom or practice in respect of any Transferring Customer Employees which the Supplier or any Sub-Contractor is contractually bound to honour;
 - 5.1.3 any claim by any trade union or other body or person representing any Transferring Customer Employees arising from or connected with any failure by the Supplier or any Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
 - 5.1.4 any proposal by the Supplier or a Sub-contractor made before the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Customer Employees to their material detriment on or after their transfer to the Supplier or the relevant Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Customer Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
 - 5.1.5 any statement communicated to or action undertaken by the Supplier or any Sub-Contractor to, or in respect of, any Transferring Customer Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Customer in writing;
 - 5.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - a) in relation to any Transferring Customer Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
 - b) in relation to any employee who is not a Transferring Customer Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Customer to the Supplier or a Sub-Contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;

- 5.1.7 a failure of the Supplier or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Customer Employees in respect of the period from (and including) the Relevant Transfer Date; and
 - 5.1.8 any claim made by or in respect of a Transferring Customer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Customer Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to their obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Customer's failure to comply with its obligations under regulation 13 of the Employment Regulations.
- 5.2 The indemnities in Paragraph 5.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Customer whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Customer's failure to comply with its obligations under the Employment Regulations.
- 5.3 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations (including its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of the Transferring Customer Employees, from (and including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period from and including the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Customer and the Supplier.

6. INFORMATION

The Supplier shall, and shall procure that each Sub-Contractor shall, promptly provide to the Customer in writing such information as is necessary to enable the Customer to carry out its duties under regulation 13 of the Employment Regulations. The Customer shall promptly provide to the Supplier and each Notified Sub-Contractor in writing such information as is necessary to enable the Supplier and each Notified Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

7. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

- 7.1 The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Supplier of employees whose employment begins after the Relevant Transfer Date, and the Supplier undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.
- 7.2 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with any requirement notified to it by the Customer relating to pensions in respect of any Transferring Customer Employee as set down in:
 - 7.2.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;
 - 7.2.2 HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;

- 7.2.3 HM Treasury's guidance "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or
- 7.2.4 the New Fair Deal.
- 7.3 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs 7.1 or 7.2 shall be agreed in accordance with the Variation Procedure.

8. PENSIONS

The Supplier shall and shall procure that each of its Sub-Contractors shall, comply with the pensions provisions in the following Annex to PART A (PENSIONS).

ANNEX TO PART A: PENSIONS

9. PARTICIPATION

- 9.1 The Supplier undertakes to enter into the Admission Agreement.
- 9.2 The Supplier and the Customer:
- 9.2.1 undertake to do all such things and execute any documents (including the Admission Agreement) as may be required to enable the Supplier to participate in the Schemes in respect of the Fair Deal Employees;
 - 9.2.2 agree that the Customer is entitled to make arrangements with the body responsible for the Schemes for the Customer to be notified if the Supplier breaches the Admission Agreement;
 - 9.2.3 notwithstanding Paragraph 9.2.2 of this Annex, the Supplier shall notify the Customer in the event that it breaches the Admission Agreement; and
 - 9.2.4 agree that the Customer may terminate this Contract for material default in the event that the Supplier breaches the Admission Agreement.
- 9.3 The Supplier shall bear its own costs and all costs that the Customer reasonably incurs in connection with the negotiation, preparation and execution of documents to facilitate the Supplier participating in the Schemes.

10. FUTURE SERVICE BENEFITS

- 10.1 The Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the Schemes that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of Schemes for service from (and including) the Relevant Transfer Date.
- 10.2 The Supplier undertakes that should it cease to participate in the Schemes for whatever reason at a time when it has Eligible Employees, that it will, at no extra cost to the Customer, provide to any Fair Deal Employee who immediately prior to such cessation remained an Eligible Employee with access to an occupational pension scheme certified by the Government Actuary's Department or any actuary nominated by the Customer in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are broadly comparable to those provided by the Schemes at the relevant date.
- 10.3 The Parties acknowledge that the Civil Service Compensation Scheme and the Civil Service Injury Benefit Scheme (established pursuant to section 1 of the Superannuation Act 1972) are not covered by the protection of New Fair Deal.

11. FUNDING

- 11.1 The Supplier undertakes to pay to the Schemes all such amounts as are due under the Admission Agreement and shall deduct and pay to the Schemes such employee contributions as are required by the Schemes.
- 11.2 The Supplier shall indemnify and keep indemnified the Customer on demand against any claim by, payment to, or loss incurred by, the Schemes in respect of the failure to account to the Schemes for payments received and the non-payment or the late payment of any sum payable by the Supplier to or in respect of the Schemes.

12. PROVISION OF INFORMATION

The Supplier and the Customer respectively undertake to each other:

matters referred to in this Annex and set out in the Admission Agreement, and to supply the information as expeditiously as possible; and

12.2 not to issue any announcements to the Fair Deal Employees prior to the Relevant Transfer Date concerning the matters stated in this Annex without the consent in writing of the other Party (not to be unreasonably withheld or delayed).

13. INDEMNITY

The Supplier undertakes to the Customer to indemnify and keep indemnified the Customer on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which relate to the payment of benefits under an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Schemes.

14. EMPLOYER OBLIGATION

The Supplier shall comply with the requirements of the Pensions Act 2008 and the Transfer of Employment (Pension Protection) Regulations 2005.

15. SUBSEQUENT TRANSFERS

The Supplier shall:

15.1 not adversely affect pension rights accrued by any Fair Deal Employee in the period ending on the date of the relevant future transfer;

15.2 provide all such co-operation and assistance as the Schemes and the Replacement Supplier and/or the Customer may reasonably require to enable the Replacement Supplier to participate in the Schemes in respect of any Eligible Employee and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal; and

15.3 for the period either:

15.3.1 after notice (for whatever reason) is given, in accordance with the other provisions of this Contract, to terminate the Agreement or any part of the Project; or

15.3.2 after the date which is two (2) years prior to the date of expiry of this Contract, ensure that no change is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Supplier or the Customer, no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the Approval of the Customer (such Approval not to be unreasonably withheld). Save that this sub-paragraph shall not apply to any change made as a consequence of participation in an Admission Agreement.

PART B

TRANSFERRING FORMER SUPPLIER EMPLOYEES AT COMMENCEMENT OF SERVICES

16. RELEVANT TRANSFERS

16.1 The Customer and the Supplier agree that:

16.1.1 the commencement of the provision of the Project or of any relevant part of the Project will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and

16.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or Notified Sub-Contractor and each such Transferring Former Supplier Employee.

16.2 Subject to Paragraph 6, the Customer shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Supplier shall make, and the Customer shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

17. FORMER SUPPLIER INDEMNITIES

17.1 Subject to Paragraphs 17.2 and 21, the Customer shall procure that each Former Supplier shall indemnify the Supplier and any Notified Sub-Contractor against any Employee Liabilities in respect of any Transferring Former Supplier Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

17.1.1 any act or omission by the Former Supplier arising before the Relevant Transfer Date;

17.1.2 the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:

- a) any collective agreement applicable to the Transferring Former Supplier Employees; and/or
- b) any custom or practice in respect of any Transferring Former Supplier Employees which the Former Supplier is contractually bound to honour;

17.1.3 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

- a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and

- b) In relation to any employee who is not a Transferring Former Supplier Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier and/or any Notified Sub-Contractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;
- 17.1.4 a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;
- 17.1.5 any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Notified Sub-Contractor as appropriate may be liable by virtue of this Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
- 17.1.6 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Sub-Contractor to comply with regulation 13(4) of the Employment Regulations.
- 17.2 The indemnities in Paragraph 17.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-Contractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:
- 17.2.1 arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any Sub-Contractor to occur in the period from (and including) the Relevant Transfer Date; or
- 17.2.2 arising from the failure by the Supplier and/or any Sub-Contractor to comply with its obligations under the Employment Regulations.
- 17.3 If any person who is not identified by the Customer as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by the Customer as a Transferring Former Supplier Employee, that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Notified Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
- 17.3.1 the Supplier shall, or shall procure that the Notified Sub-Contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Customer and, where required by the Customer, to the Former Supplier; and
- 17.3.2 the Former Supplier may offer (or may procure that a third party may offer) employment to such person within fifteen (15) Working Days of the notification by the Supplier and/or the Notified Sub-Contractor or take such other reasonable steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

17.4 If an offer referred to in Paragraph 17.3.2 is accepted, or if the situation has otherwise been resolved by the Former Supplier and/or the Customer, the Supplier shall, or shall procure that the Notified Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.

17.4.1 If by the end of the fifteen (15) Working Day period specified in Paragraph 17.3.2:

17.4.2 no such offer of employment has been made;

17.4.3 such offer has been made but not accepted; or

17.4.4 the situation has not otherwise been resolved,

the Supplier and/or any Notified Sub-Contractor may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.

17.5 Subject to the Supplier and/or any Notified Sub-Contractor acting in accordance with the provisions of Paragraphs 17.3 to 17.5 and in accordance with all applicable proper employment procedures set out in Law, the Customer shall procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-Contractor (as appropriate) against all Employee Liabilities arising out of the termination pursuant to the provisions of Paragraph 17.5 provided that the Supplier takes, or shall procure that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.

17.6 The indemnity in Paragraph 17.6:

17.6.1 shall not apply to:

a) any claim for:

- discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or

b) any claim that the termination of employment was unfair because the Supplier and/or Notified Sub-Contractor neglected to follow a fair dismissal procedure; and

17.6.2 shall apply only where the notification referred to in Paragraph 17.3.1 is made by the Supplier and/or any Notified Sub-Contractor (as appropriate) to the Customer and, if applicable, the Former Supplier, within 6 months of the Contract Commencement Date.

17.7 If any such person as is described in Paragraph 17.3 is neither re-employed by the Former Supplier nor dismissed by the Supplier and/or any Notified Sub-Contractor within the time scales set out in Paragraph 17.5, such person shall be treated as having transferred to the Supplier or Notified Sub-Contractor and the Supplier shall, or shall procure that the Notified Sub-Contractor shall, comply with such obligations as may be

imposed upon it under the Law.

18. SUPPLIER INDEMNITIES AND OBLIGATIONS

- 18.1 Subject to Paragraph 18.2, the Supplier shall indemnify the Customer and/or the Former Supplier against any Employee Liabilities in respect of any Transferring Former Supplier.
- 18.2 Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:
- 18.2.1 any act or omission by the Supplier or any Sub-Contractor whether occurring before, on or after the Relevant Transfer Date;
 - 18.2.2 the breach or non-observance by the Supplier or any Sub-Contractor on or after the Relevant Transfer Date of:
 - a) any collective agreement applicable to the Transferring Former Supplier Employee; and/or
 - b) any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Sub-Contractor is contractually bound to honour;
 - 18.2.3 any claim by any trade union or other body or person representing any Transferring Former Supplier Employees arising from or connected with any failure by the Supplier or a Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
 - 18.2.4 any proposal by the Supplier or a Sub-Contractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
 - 18.2.5 any statement communicated to or action undertaken by the Supplier or a Sub-Contractor to, or in respect of, any Transferring Former Supplier Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Customer and/or the Former Supplier in writing;
 - 18.2.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
 - b) in relation to any employee who is not a Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier or a Sub-

Contractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;

- c) a failure of the Supplier or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date; and;
- d) any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13 of the Employment Regulations.

18.3 The indemnities in Paragraph 18.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.

18.4 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Supplier and the Former Supplier.

19. INFORMATION

The Supplier shall, and shall procure that each Sub-Contractor shall, promptly provide to the Customer and/or at the Customer's direction, the Former Supplier, in writing such information as is necessary to enable the Customer and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. Subject to Paragraph 21, the Customer shall procure that the Former Supplier shall promptly provide to the Supplier and each Notified Sub-Contractor in writing such information as is necessary to enable the Supplier and each Notified Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

20. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

20.1 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with any requirement notified to it by the Customer relating to pensions in respect of any Transferring Former Supplier Employee as set down in:

- 20.1.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;

- 20.1.2 HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;
- 20.1.3 HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or
- 20.1.4 the New Fair Deal

20.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 20.1 shall be agreed in accordance with the Variation Procedure.

21. PROCUREMENT OBLIGATIONS

Notwithstanding any other provisions of this Part B, where in this Part B the Customer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Customer's contract with the Former Supplier contains a contractual right in that regard which the Customer may enforce, or otherwise so that it requires only that the Customer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

22. PENSIONS

The Supplier shall, and shall procure that each Sub-Contractor shall, comply with the pensions provisions in the following Annex in respect of any Transferring Former Supplier Employees who transfer from the Former Supplier to the Supplier.

ANNEX to PART B: PENSIONS

23. PARTICIPATION

- 23.1 The Supplier undertakes to enter into the Admission Agreement.
- 23.2 The Supplier and the Customer :
- 23.2.1 undertake to do all such things and execute any documents (including the Admission Agreement) as may be required to enable the Supplier to participate in the Schemes in respect of the Fair Deal Employees;
 - 23.2.2 agree that the Customer is entitled to make arrangements with the body responsible for the Schemes for the Customer to be notified if the Supplier breaches the Admission Agreement;
 - 23.2.3 notwithstanding Paragraph 23.2.2 of this Annex, the Supplier shall notify the Customer in the event that it breaches the Admission Agreement; and
 - 23.2.4 agree that the Customer may terminate this Contract for material default in the event that the Supplier breaches the Admission Agreement.
- 23.3 The Supplier shall bear its own costs and all costs that the Customer reasonably incurs in connection with the negotiation, preparation and execution of documents to facilitate the Supplier participating in the Schemes.

24. FUTURE SERVICE BENEFITS

- 24.1 If the Supplier is rejoining the Schemes for the first time, the Supplier shall procure that the Fair Deal Employees shall be either admitted to or offered continued membership of the relevant section of the Schemes that they became eligible to join on the Relevant Transfer Date and shall continue to accrue or accrue benefits in accordance with the provisions governing the relevant section of the Schemes for service from (and including) the Relevant Transfer Date.
- 24.2 If staff have already been readmitted to the Schemes, the Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the Schemes that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of the Schemes for service from (and including) the Relevant Transfer Date.
- 24.3 The Supplier undertakes that should it cease to participate in the Schemes for whatever reason at a time when it has Eligible Employees, that it will, at no extra cost to the Customer, provide to any Fair Deal Employee who immediately prior to such cessation remained an Eligible Employee with access to an occupational pension scheme certified by the Government Actuary's Department or any actuary nominated by the Customer in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are broadly comparable to those provided by the Schemes at the relevant date.
- 24.4 The Parties acknowledge that the Civil Service Compensation Scheme and the Civil Service Injury Benefit Scheme (established pursuant to section 1 of the Superannuation Act 1972) are not covered by the protection of New Fair Deal.

25. FUNDING

- 25.1 The Supplier undertakes to pay to the Schemes all such amounts as are due under the

Admission Agreement and shall deduct and pay to the Schemes such employee contributions as are required by the Schemes.

- 25.2 The Supplier shall indemnify and keep indemnified the Customer on demand against any claim by, claim to, or loss incurred by the Schemes in respect of the failure to account to the Schemes for payments received and the non-payment or the late payment of any sum payable by the Supplier to or in respect of the Schemes.

26. PROVISION OF INFORMATION

The Supplier and the Customer respectively undertake to each other:

- 26.1 to provide all information which the other Party may reasonably request concerning matters (i) referred to in this Annex and (ii) set out in the Admission Agreement, and to supply the information as expeditiously as possible; and
- 26.2 not to issue any announcements to the Fair Deal Employees prior to the Relevant Transfer Date concerning the matters stated in this Annex without the consent in writing of the other Party (not to be unreasonably withheld or delayed).

27. INDEMNITY

The Supplier undertakes to the Customer to indemnify and keep indemnified the Customer on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which relate to the payment of benefits under an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Schemes.

28. EMPLOYER OBLIGATION

The Supplier shall comply with the requirements of the Pensions Act 2008 and the Transfer of Employment (Pension Protection) Regulations 2005.

29. SUBSEQUENT TRANSFERS

The Supplier shall:

- 29.1 not adversely affect pension rights accrued by any Fair Deal Employee in the period ending on the date of the relevant future transfer;
- 29.2 provide all such co-operation and assistance as the Schemes and the Replacement Supplier and/or the Customer may reasonably require to enable the Replacement Supplier to participate in the Schemes in respect of any Eligible Employee and to give effect to any transfer of accrued rights required as part of participation under the New Fair Deal; and
- 29.3 for the period either
- 29.3.1 after notice (for whatever reason) is given, in accordance with the other provisions of this Contract, to terminate the Agreement or any part of the Project; or
 - 29.3.2 after the date which is two (2) years prior to the date of expiry of this Contract, ensure that no change is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Supplier or the Customer, no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the Approval of the Customer (such Approval not to be unreasonably

withheld). Save that this sub-paragraph shall not apply to any change made as a consequence of participation in an Admission Agreement.

PART C:
**NO TRANSFER OF EMPLOYEES AT COMMENCEMENT
OF SERVICES**

30. PROCEDURE IN THE EVENT OF TRANSFER

- 30.1 The Customer and the Supplier agree that the commencement of the provision of the Project or of any part of the Project will not be a Relevant Transfer in relation to any employees of the Customer and/or any Former Supplier.
- 30.2 If any employee of the Customer and/or a Former Supplier claims, or it is determined in relation to any employee of the Customer and/or a Former Supplier, that his/her contract of employment has been transferred from the Customer and/or the Former Supplier to the Supplier and/or any Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
- 30.2.1 the Supplier shall, and shall procure that the relevant Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Customer and, where required by the Customer, give notice to the Former Supplier; and
- 30.2.2 the Customer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within fifteen (15) Working Days of the notification by the Supplier or the Sub-Contractor (as appropriate) or take such other reasonable steps as the Customer or Former Supplier (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 30.3 If an offer referred to in Paragraph 30.2.2 is accepted (or if the situation has otherwise been resolved by the Customer and/or the Former Supplier), the Supplier shall, or shall procure that the Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.
- 30.4 If by the end of the fifteen (15) Working Day period specified in Paragraph 30.2.2:
- 30.4.1 no such offer of employment has been made;
- 30.4.2 such offer has been made but not accepted; or
- 30.4.3 the situation has not otherwise been resolved,
- the Supplier and/or the Sub-Contractor may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.

31. INDEMNITIES

- 31.1 Subject to the Supplier and/or the relevant Sub-Contractor acting in accordance with the provisions of Paragraphs 30.2 to 30.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 31.4, the Customer shall:
- 31.1.1 indemnify the Supplier and/or the relevant Sub-Contractor against all Employee Liabilities arising out of the termination of the employment of any employees of the Customer referred to in Paragraph 30.2 made pursuant to the provisions of Paragraph 30.4 provided that the Supplier takes, or shall procure that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities; and
- 31.1.2 subject to paragraph 32, procure that the Former Supplier indemnifies the

Supplier and/or any Notified Sub-Contractor against all Employee Liabilities arising out of termination of the employment of the employees of the former Supplier made pursuant to the provisions of Paragraph 30.4 provided that the Supplier takes, or shall procure that the relevant Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.

31.2 If any such person as is described in Paragraph 30.2 is neither re employed by the Customer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Sub-Contractor within the fifteen (15) Working Day period referred to in Paragraph 30.4 such person shall be treated as having transferred to the Supplier and/or the Sub-Contractor (as appropriate) and the Supplier shall, or shall procure that the Sub-Contractor shall, comply with such obligations as may be imposed upon it under Law.

31.3 Where any person remains employed by the Supplier and/or any Sub-Contract pursuant to Paragraph 30.2, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Sub-Contractor and the Supplier shall indemnify the Customer and any Former Supplier, and shall procure that the Sub-Contractor shall indemnify the Customer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-Contractor.

31.4 The indemnities in Paragraph 31.1:

31.4.1 shall not apply to:

a) any claim for:

- discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or

b) any claim that the termination of employment was unfair because the Supplier and/or any Sub-Contractor neglected to follow a fair dismissal procedure; and

31.4.2 shall apply only where the notification referred to in Paragraph 30.2.1 is made by the Supplier and/or any Sub-Contractor to the Customer and, if applicable, Former Supplier within 6 months of the Contract Commencement Date.

32. PROCUREMENT OBLIGATIONS

Where in this Part C the Customer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Customer's contract with the Former Supplier contains a contractual right in that regard which the Customer may enforce, or otherwise so that it requires only that the Customer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

PART D: EMPLOYMENT EXIT PROVISIONS

33. PRE-SERVICE TRANSFER OBLIGATIONS

- 33.1 The Supplier agrees that within twenty (20) Working Days of the earliest of:
- 33.1.1 receipt of a notification from the Customer of a Service Transfer or intended Service Transfer;
 - 33.1.2 receipt of the giving of notice of early termination or any Partial Termination of this Contract;
 - 33.1.3 the date which is twelve (12) months before the end of the Term; and
 - 33.1.4 receipt of a written request of the Customer at any time (provided that the Customer shall only be entitled to make one such request in any six (6) month period),

it shall provide in a suitably anonymised format so as to comply with the DPA, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Customer.

- 33.2 At least thirty (30) Working Days prior to the Service Transfer Date, the Supplier shall provide to the Customer or at the direction of the Customer to any Replacement Supplier and/or any Replacement Sub-Contractor:
- 33.2.1 the Supplier's Final Supplier Personnel List, which shall identify which of the Supplier Personnel are Transferring Supplier Employees; and
 - 33.2.2 the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 33.3 The Customer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 33.1 and 33.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-Contractor.
- 33.4 The Supplier warrants, for the benefit of the Customer, any Replacement Supplier, and any Replacement Sub-Contractor that all information provided pursuant to Paragraphs 33.1 and 33.2 shall be true and accurate in all material respects at the time of providing the information.
- 33.5 From the date of the earliest event referred to in Paragraph 33.1, the Supplier agrees, that it shall not, and agrees to procure that each Sub-Contractor shall not, assign any person to the provision of the Project who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the Approval of the Customer (not to be unreasonably withheld or delayed):
- 33.5.1 replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;
 - 33.5.2 make, promise, propose or permit any material changes to the terms and conditions of employment of the Supplier Personnel (including any payments connected with the termination of employment);

- 33.5.3 increase the proportion of working time spent on the Project (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- 33.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 33.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Project (or the relevant part of the Project); or
- 33.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process,

and shall promptly notify, and procure that each Sub-Contractor shall promptly notify, the Customer or, at the direction of the Customer, any Replacement Supplier and any Replacement Sub-Contractor of any notice to terminate employment given by the Supplier or relevant Sub-Contractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

- 33.6 During the Term, the Supplier shall provide, and shall procure that each Sub-Contractor shall provide, to the Customer any information the Customer may reasonably require relating to the manner in which the Project are organised, which shall include:
 - 33.6.1 the numbers of employees engaged in providing the Project;
 - 33.6.2 the percentage of time spent by each employee engaged in providing the Project; and
 - 33.6.3 a description of the nature of the work undertaken by each employee by location.
- 33.7 The Supplier shall provide, and shall procure that each Sub-Contractor shall provide, all reasonable cooperation and assistance to the Customer, any Replacement Supplier and/or any Replacement Sub-Contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within five (5) Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Sub-Contractor shall provide, to the Customer or, at the direction of the Customer, to any Replacement Supplier and/or any Replacement Sub-Contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
 - 33.7.1 the most recent month's copy pay slip data;
 - 33.7.2 details of cumulative pay for tax and pension purposes;
 - 33.7.3 details of cumulative tax paid;
 - 33.7.4 tax code;
 - 33.7.5 details of any voluntary deductions from pay; and
 - 33.7.6 bank/building society account details for payroll purposes.

34. EMPLOYMENT REGULATIONS EXIT PROVISIONS

- 34.1 The Customer and the Supplier acknowledge that subsequent to the commencement of the provision of the Project, the identity of the Supplier of the Project (or any part of

this Contract or otherwise) resulting in the Project being undertaken by a Replacement Supplier and/or a Replacement Sub-Contractor. Such change in the identity of the Supplier of such Services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Customer and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any Contract Terms disappplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-Contractor (as the case may be) and each such Transferring Supplier Employee.

34.2 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (but not including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Sub-Contractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Sub-Contractor.

34.3 Subject to Paragraph 34.4, where a Relevant Transfer occurs the Supplier shall indemnify the Customer and/or the Replacement Supplier and/or any Replacement Sub-Contractor against any Employee Liabilities in respect of any Transferring Supplier Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

34.3.1 any act or omission of the Supplier or any Sub-Contractor whether occurring before, on or after the Service Transfer Date;

34.3.2 the breach or non-observance by the Supplier or any Sub-Contractor occurring on or before the Service Transfer Date of:

a) any collective agreement applicable to the Transferring Supplier Employees; and/or

b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Sub-Contractor is contractually bound to honour;

34.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;

34.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority

Date; and

- b) in relation to any employee who is not a Transferring Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Customer and/or Replacement Supplier and/or any Replacement Sub-Contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
- 34.3.5 a failure of the Supplier or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
- 34.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Sub-Contractor other than a Transferring Supplier Employee for whom it is alleged the Customer and/or the Replacement Supplier and/or any Replacement Sub-Contractor may be liable by virtue of this Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
- 34.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Customer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 34.4 The indemnities in Paragraph 34.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-Contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:
- 34.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Sub-Contractor to occur in the period on or after the Service Transfer Date; or
 - 34.4.2 arising from the Replacement Supplier's failure, and/or Replacement Sub-Contractor's failure, to comply with its obligations under the Employment Regulations.
- 34.5 If any person who is not a Transferring Supplier Employee claims, or it is determined in relation to any person who is not a Transferring Supplier Employee, that his/her contract of employment has been transferred from the Supplier or any Sub-Contractor to the Replacement Supplier and/or Replacement Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
- 34.5.1 the Customer shall procure that the Replacement Supplier shall, or any Replacement Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Supplier; and

employment to such person within fifteen (15) Working Days of the notification by the Replacement Supplier and/or any and/or Replacement Sub-Contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

34.6 If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a Sub-Contractor, the Customer shall procure that the Replacement Supplier shall, or procure that the Replacement Sub-Contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.

34.7 If after the fifteen (15) Working Day period specified in Paragraph 34.5.2 has elapsed:

34.7.1 no such offer of employment has been made;

34.7.2 such offer has been made but not accepted; or

34.7.3 the situation has not otherwise been resolved

the Customer shall advise the Replacement Supplier and/or Replacement Sub-Contractor, as appropriate that it may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.

34.8 Subject to the Replacement Supplier and/or Replacement Sub-Contractor acting in accordance with the provisions of Paragraphs 34.5 to 34.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify the Replacement Supplier and/or Replacement Sub-Contractor against all Employee Liabilities arising out of the termination pursuant to the provisions of Paragraph 34.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.

34.9 The indemnity in Paragraph 34.8:

34.9.1 shall not apply to:

a) any claim for:

- discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Sub-Contractor; or

b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-Contractor neglected to follow a fair dismissal procedure; and

34.9.2 shall apply only where the notification referred to in Paragraph 34.5.1 is made by the Replacement Supplier and/or Replacement Sub-Contractor to the Supplier within six (6) months of the Service Transfer Date.

34.10 If any such person as is described in Paragraph 34.5 is neither re-employed by the Supplier or any Sub-Contractor nor dismissed by the Replacement Supplier and/or Replacement Sub-Contractor within the time scales set out in Paragraphs 34.5 to 34.7, such person shall be treated as a Transferring Supplier Employee and the Replacement

be imposed upon it under applicable Law.

34.11 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of the Transferring Supplier Employees before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

34.11.1 the Supplier and/or any Sub-Contractor; and

34.11.2 the Replacement Supplier and/or the Replacement Sub-Contractor.

34.12 The Supplier shall, and shall procure that each Sub-Contractor shall, promptly provide to the Customer and any Replacement Supplier and/or Replacement Sub-Contractor, in writing such information as is necessary to enable the Customer, the Replacement Supplier and/or Replacement Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Customer shall procure that the Replacement Supplier and/or Replacement Sub-Contractor shall promptly provide to the Supplier and each Sub-Contractor in writing such information as is necessary to enable the Supplier and each Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

34.13 Subject to Paragraph 34.14, where a Relevant Transfer occurs the Customer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its sub-contractors against any Employee Liabilities in respect of each Transferring Supplier Employee (or, where applicable any employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee) arising from or as a result of:

34.13.1 any act or omission of the Replacement Supplier and/or Replacement Sub-Contractor;

34.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Sub-Contractor on or after the Service Transfer Date of:

a) any collective agreement applicable to the Transferring Supplier Employees; and/or

b) any custom or practice in respect of any Transferring Supplier Employees which the Replacement Supplier and/or Replacement Sub-Contractor is contractually bound to honour;

34.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Replacement Supplier and/or Replacement Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

34.13.4 any proposal by the Replacement Supplier and/or Replacement Sub-Contractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees on or after their transfer to the Replacement Supplier or Replacement Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working

conditions of any person who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;

- 34.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Sub-Contractor to, or in respect of, any Transferring Supplier Employee on or before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- 34.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
 - b) in relation to any employee who is not a Transferring Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Sub-Contractor, to the Replacement Supplier or Replacement Sub-Contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- 34.13.7 a failure of the Replacement Supplier or Replacement Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period from (and including) the Service Transfer Date; and
- 14.13.8 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Sub-Contractor in relation to obligations under regulation 13 of the Employment Regulations.
- 34.14 The indemnities in Paragraph 34.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-Contractor (as applicable) whether occurring or having its origin before, on or after the Relevant Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-Contractor (as applicable) to comply with its obligations under the Employment Regulations.

SCHEDULE 4:

DISPUTE RESOLUTION PROCEDURE

1. Nothing in this dispute resolution procedure will prevent the Parties from seeking an interim court order restraining the other Party from doing any act or compelling the other Party to do any act.
2. The obligations of the Parties under this Contract will not be suspended, cease or be delayed during a dispute.
3. If any dispute arises between the Parties in connection with this Contract or any Project, they must try to settle it within 20 Working Days of either Party notifying the other of the dispute.
4. If the Parties have not settled the Dispute in accordance with paragraph 3 above, they must notify CCS of the details of the Dispute and escalate the dispute to the Customer Representative, the Supplier Representative and CCS who will have a further 10 Working Days from the date of escalation to settle the dispute.
5. If the dispute cannot be resolved by the Parties within 30 Working Days of the notice given under paragraph 3 above, they must refer it to mediation, unless the Customer considers that the dispute is not suitable for resolution by mediation.
6. If a dispute is referred to mediation, the Parties must:
 - appoint a neutral adviser or mediator (the "Mediator"). Ideally, Parties will agree on this appointment. If they are unable to agree upon a Mediator within 10 Working Days of the proposal to appoint a mediator, or the chosen Mediator is unable or unwilling to act, either Party may apply to the Centre for Effective Dispute Resolution to appoint a Mediator
 - meet with the Mediator within 10 Working Days of the appointment, to agree how negotiations will take place and relevant information will be exchanged
7. Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it will be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
8. If the Parties reach a resolution, a written agreement may be produced for both Parties to sign. Once signed, this agreement will be binding on both Parties.
9. If the Parties fail to reach a resolution, either Party may invite the Mediator to provide a non-binding but informative opinion in writing. This opinion will be provided without prejudice and cannot be used in evidence in any proceedings relating to this Contract without the prior written consent of both Parties.
10. If the Parties fail to reach a resolution within 90 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then the dispute may be referred to arbitration, unless the Customer considers that it is not suitable for resolution by arbitration.
11. If a dispute is referred to arbitration, the Parties must comply with the following provisions:
 - the arbitration will be governed by the provisions of the Arbitration Act 1996

deemed to be incorporated into this Contract. It however there is any conflict between the LCIA procedural rules and this Contract, this Contract will prevail

- the decision of the arbitrator shall be binding on the Parties (in the absence of any material failure by the arbitrator to comply with the LCIA procedural rules)
- the tribunal shall consist of a sole arbitrator to be agreed by the Parties
- if the Parties fail to agree on the appointment of the arbitrator within 10 Working Days or, if the person appointed is unable or unwilling to act, LCIA will appoint an arbitrator, and
- the arbitration proceedings shall take place in a location to be agreed between the Parties.

No of Letter of Appointment being varied:

.....

Variation Form No:

.....

BETWEEN:

[insert name of Customer] ("the Customer ")

and

[insert name of Supplier] ("the Supplier")

1. This Contract is varied as follows and shall take effect on the date signed by both Parties:

[insert details of the Variation]

2. Words and expressions in this Variation shall have the meanings given to them in this Contract.
3. This Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Customer

Signature

Date

Name (in Capitals)

Address

.....
.....
.....
.....

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

.....
.....
.....
.....
N



SCHEDULE 6: CONTRACT CHARGES

1. General provisions

1.1 This Contract Schedule 6 details:

- 1.1.1** the Contract Charges for the Project under this Contract ; and
- 1.1.2** the procedure applicable to any adjustments of the Contract Charges.

2. Contract Charges

2.1 The Contract Charges which are applicable to this Contract are set out in Annex 1 of this Contract Schedule 6.

2.2 The Supplier acknowledges and agrees that:

- 2.2.1** in accordance with paragraph 1 (General Provisions) and of this Contract Schedule 6 (Contract Charges), the Contract Charges can in no event exceed the Contract Charges set out in Annex 1 to Contract Schedule 6 (Contract Charges); and
- 2.2.2** The Contract Charges comprise of the maximum daily rates for each category of the Supplier staff and (in each case exclusive of VAT) are as set out in Annex 1 of this Contract Schedule 6.
- 2.2.3** Daily rates are based on a Working Day consisting of eight (8) hours (excluding break).
- 2.2.4** Unless a Customer agrees otherwise under the terms of a specific Contract, the Supplier cannot charge for any more than eight (8) working hours in one (1) day.
- 2.2.5** All daily rates are inclusive of travel, subsistence, lodging and related expenses. Any additional Charges shall be calculated as detailed in the Letter of Appointment as detailed in DPS Schedule 4 (Letter of Appointment) and agreed with the Customer. The Supplier shall provide invoices detailing additional Charges to the Customer.

3. Adjustment of Contract Charges

3.1 The Contract Charges shall only be varied:

- 3.1.1** due to a specific change in Law in relation to which the Parties agrees that a change is required to all of part of the Contract Charges in accordance with Clause 11.4 of the DPS Agreement, or
- 3.1.2** where a review of the Contract Charges is agreed by the Parties, in accordance with the provisions of Section 4 of this Contract Schedule 6.

4. Review of the Contract Charges

- 4.1 If the Supplier determines that some or all of the Contract Charges need to be increased, the Supplier shall notify the Customer in writing of its request to increase some or all of the Contract Charges. It must provide the Customer with a list of the Contract Charges it wishes to vary together with written evidence of the justification for the requested increase. This should include:
- 4.1.1 a breakdown of the profit and cost components that comprise the relevant rate
 - 4.1.2 details of the movement in the different identified cost components of the relevant rate
 - 4.1.3 reasons for the movement in the different identified cost components of the relevant rate
 - 4.1.4 evidence that the Supplier has attempted to mitigate against the increase in the relevant cost components, and
 - 4.1.5 the date on which the Supplier wants the Variation to come into force
- 4.2 The Customer may in its absolute discretion, grant or refuse the Supplier's request (in whole or in part).

5. Implementation of adjusted Contract Charges

- 5.1 Variations to the Contract Charges will take effect on a date determined by the Customer.
- 5.2 Variations do not affect the Charges payable to a Customer under a Contract which had already been agreed before the variation takes effect.
- 5.3 Any variation to the Charges payable under a Contract must be agreed in writing between the Supplier and the relevant Customer and implemented in accordance with the provisions applicable to the Contract.

6 E-commerce transactions with central government bodies

- 6.1 The Supplier accepts e-commerce as the preferred transacting model for all Government's purchasing transactions.

