

## DPS Schedule 6 (Order Form and Order Schedules)

### Order Form

ORDER REFERENCE: PS22166

The overall objective of this project is an Evaluation of the Nuclear Innovation Programme. Assessment of the extent to which the Nuclear Innovation Programme (NIP) achieved it's outlined aims and objectives and scoping an evaluation of the Advanced Modular Reactor (AMR) Research, Development and Deployment (RD&D) programme.

THE BUYER: Department for Business, Energy & Industrial Strategy (BEIS)

BUYER ADDRESS 1 Victoria Street London SW1H 0ET

THE SUPPLIER: RAND Europe Community Interest Company

SUPPLIER ADDRESS: Westbrook Centre, Milton Road,  
Cambridge, CB4 1YG

REGISTRATION NUMBER: 02728021

DPS SUPPLIER REGISTRATION SERVICE ID: [Insert if known]

#### APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 17<sup>th</sup> August 2022

It is issued under the DPS Contract with the reference number RM6126 for the provision of PS22166 Evaluation of the Nuclear Innovation Programme.

#### DPS FILTER CATEGORY(IES):

##### Research Methods

Impact evaluation, Process evaluation, Value-for-money evaluation, Evaluation Scoping / evaluability assessment, Scoping Review,

##### Location

England, Wales, Scotland, Northern Ireland

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**MAXIMUM LIABILITY**

The limitation of liability for this Order Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £355,119.61 excluding VAT.

**ORDER CHARGES**

See details in Order Schedule 5 (Pricing Details)

The Charges will not be impacted by any change to the DPS Pricing. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law

**REIMBURSABLE EXPENSES**

None

**PAYMENT METHOD**

Payment shall be made via BACS

Invoices payable upon receipt of invoice and Purchase Order

Payment will be made monthly in arrears subject to satisfactory completion and acceptance of the deliverable.

**BUYER'S INVOICE ADDRESS:**

Invoices to be sent to BEIS c/o UK SBS, Queensway House, West Precinct, Billingham, TS23 2NF or email: [REDACTED]

Payment shall be made upon receipt of invoice and Purchase Order Number.

**BUYER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

**BUYER'S ENVIRONMENTAL POLICY**

BEIS Environmental policy, version, January 2020, available online at:  
[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/991859/beis-environment-policy.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/991859/beis-environment-policy.pdf)

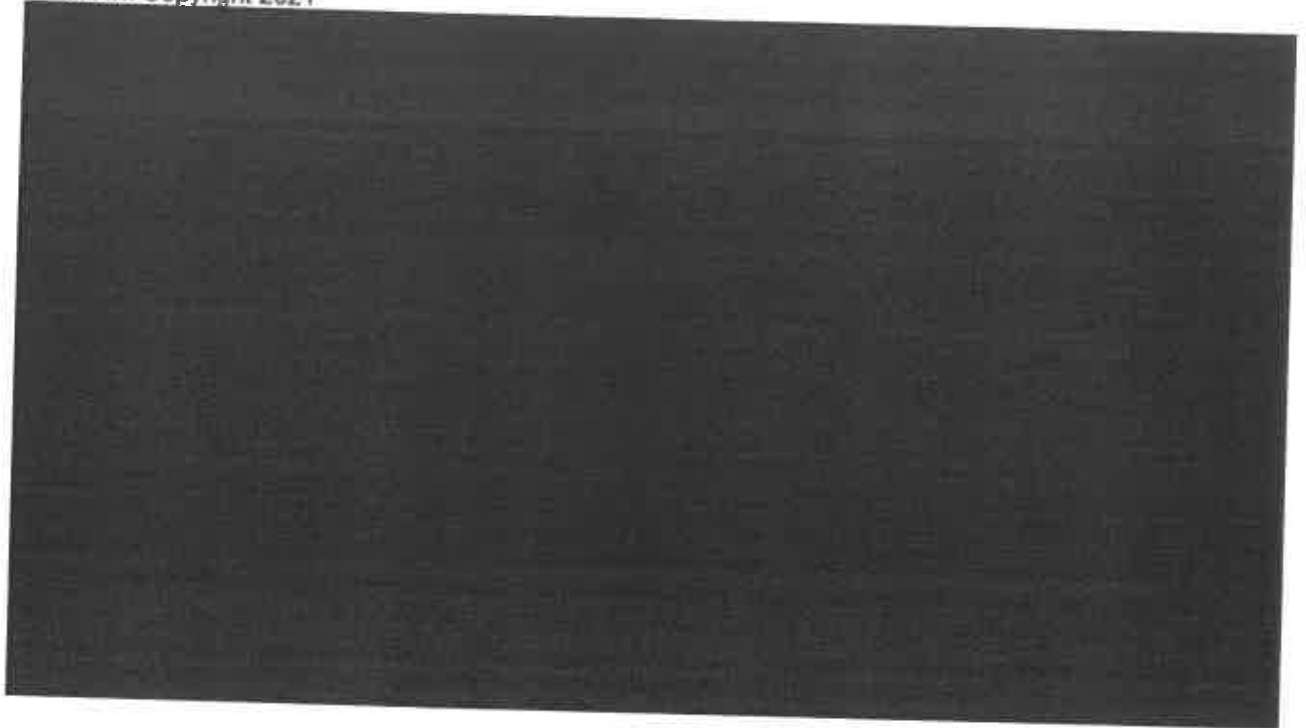
**BUYER'S SECURITY POLICY**

<https://www.gov.uk/government/publications/security-policy-framework>

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

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schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;

1.3.9 references to "Paragraphs" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;

1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;

1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract; and 1.3.12 where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole.

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

<b>"Achieve"</b>	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "Achieved", "Achieving" and "Achievement" shall be construed accordingly;
<b>"Additional Insurances"</b>	insurance requirements relating to an Order Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
<b>"Admin Fee"</b>	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: <a href="http://CCS.cabinetoffice.gov.uk/i-amsupplier/management-information/admin-fees">http://CCS.cabinetoffice.gov.uk/i-amsupplier/management-information/admin-fees</a> ;
<b>"Affected Party"</b>	the party seeking to claim relief in respect of a Force Majeure Event;
<b>"Affiliates"</b>	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
<b>"Annex"</b>	extra information which supports a Schedule;
<b>"Approval"</b>	the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;

<b>"Auditor"</b>	<ul style="list-style-type: none"> <li>a) the Buyer's internal and external auditors;</li> <li>b) the Buyer's statutory or regulatory auditors;</li> <li>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</li> <li>d) HM Treasury or the Cabinet Office;</li> <li>e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</li> <li>f) successors or assigns of any of the above;</li> </ul>
<b>"Authority"</b>	CCS and each Buyer;
<b>"Authority Cause"</b>	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
<b>"BACS"</b>	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
<b>"Beneficiary"</b>	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
<b>"Buyer"</b>	the relevant public sector purchaser identified as such in the Order Form;
<b>"Buyer Assets"</b>	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
<b>"Buyer Authorised Representative"</b>	the representative appointed by the Buyer from time to time in relation to the Order Contract initially identified in the Order Form;
<b>"Buyer Premises"</b>	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
<b>"CCS"</b>	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;

<b>"Conflict of Interest"</b>	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
<b>"Contract"</b>	either the DPS Contract or the Order Contract, as the context requires;
<b>"Contracts Finder"</b>	the Government's publishing portal for public sector procurement opportunities;
<b>"Contract Period"</b>	the term of either a DPS Contract or Order Contract from the earlier of the: a) applicable Start Date; or b) the Effective Date until the applicable End Date;
<b>"Contract Value"</b>	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
<b>"Contract Year"</b>	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
<b>"Control"</b>	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
<b>"Controller"</b>	has the meaning given to it in the GDPR;
<b>"Core Terms"</b>	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under DPS Contracts and Order Contracts;
<b>"Costs"</b>	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including:

	and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
<b>"CRTPA"</b>	the Contract Rights of Third Parties Act 1999;
<b>"Data Protection Impact Assessment"</b>	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
<b>"Data Protection Legislation"</b>	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
<b>"Data Protection Officer"</b>	has the meaning given to it in the GDPR;
<b>"Data Subject"</b>	has the meaning given to it in the GDPR;
<b>"Data Subject Access Request"</b>	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
<b>"Deductions"</b>	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under an Order Contract;
<b>"Default"</b>	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
<b>"Default Management Levy"</b>	has the meaning given to it in Paragraph 8.1.1 of DPS Schedule 5 (Management Levy and Information);
<b>"Delay Payments"</b>	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Mobilisation Plan;
<b>"Deliverables"</b>	Goods and/or Services that may be ordered under the Contract including the Documentation;
<b>"Delivery"</b>	delivery of the relevant Deliverable or Milestone in accordance with the terms of an Order Contract as confirmed and accepted by the Buyer by either (a) confirmation in writing to the Supplier; or (b) where Order Schedule 13 (Implementation Plan and Testing) is used, issue by the Buyer of a Satisfaction Certificate. <b>"Deliver"</b> and <b>"Delivered"</b> shall be construed accordingly;

<b>"DPS Application"</b>	the application submitted by the Supplier to CCS and annexed to or referred to in DPS Schedule 2 (DPS Application);
<b>"DPS Appointment Form"</b>	the document outlining the DPS Incorporated Terms and crucial information required for the DPS Contract, to be executed by the Supplier and CCS and subsequently held on the Platform;
<b>"DPS Contract"</b>	the dynamic purchasing system access agreement established between CCS and the Supplier in accordance with Regulation 34 by the DPS Appointment Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
<b>"DPS Contract Period"</b>	the period from the DPS Start Date until the End Date or earlier termination of the DPS Contract;
<b>"DPS Expiry Date"</b>	the date of the end of the DPS Contract as stated in the DPS Appointment Form;
<b>"DPS Incorporated Terms"</b>	the contractual terms applicable to the DPS Contract specified in the DPS Appointment Form;
<b>"DPS Initial Period"</b>	the initial term of the DPS Contract as specified in the DPS Appointment Form;
<b>"DPS Optional Extension Period"</b>	such period or periods beyond which the DPS Initial Period may be extended up to a maximum of the number of years in total specified in the DPS Appointment Form;
<b>"DPS Pricing"</b>	the maximum price(s) applicable to the provision of the Deliverables set out in DPS Schedule 3 (DPS Pricing);
<b>"DPS Registration"</b>	the registration process a Supplier undertakes when submitting its details onto the Platform;
<b>"DPS SQ Submission"</b>	the Supplier's selection questionnaire response;
<b>"DPS Special Terms"</b>	any additional terms and conditions specified in the DPS Appointment Form incorporated into the DPS Contract;
<b>"DPS Start Date"</b>	the date of start of the DPS Contract as stated in the DPS Appointment Form;
<b>"Due Dillgence Information"</b>	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
<b>"Effective Date"</b>	the date on which the final Party has signed the Contract;
<b>"EIR"</b>	the Environmental Information Regulations 2004;
<b>"Employment Regulations"</b>	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;



<b>"FOIA"</b>	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
<b>"Force Majeure Event"</b>	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:</p> <p>a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;</p> <p>b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</p>
	<p>c) acts of a Crown Body, local government or regulatory bodies;</p> <p>d) fire, flood or any disaster; or</p> <p>e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:</p> <p>i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and</p> <p>any failure of delay caused by a lack of funds;</p>
<b>"Force Majeure Notice"</b>	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
<b>"GDPR"</b>	i) the General Data Protection Regulation (Regulation (EU) 2016/679);
<b>"General Anti-Abuse Rule"</b>	b) the legislation in Part 5 of the Finance Act 2013; and any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
<b>"General Change in Law"</b>	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
<b>"Goods"</b>	a) goods made available by the Supplier as specified in DPS Schedule 1 (Specification) and in relation to an Order Contract as specified in the Order Form;

<b>"Impact Assessment"</b>	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ul style="list-style-type: none"> <li>a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;</li> <li>b) details of the cost of implementing the proposed Variation;</li> <li>c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the DPS Pricing/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</li> <li>d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</li> </ul> <p>such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</p>
<b>"Implementation Plan"</b>	the plan for provision of the Deliverables set out in Order Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
<b>"Indemnifier"</b>	a) a Party from whom an indemnity is sought under this Contract;
<b>"Independent Control"</b>	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
<b>"Indexation"</b>	the adjustment of an amount or sum in accordance with DPS Schedule 3 (DPS Pricing) and the relevant Order Form;
<b>"Information"</b>	has the meaning given under section 84 of the Freedom of Information Act 2000;
<b>"Information Commissioner"</b>	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
<b>"Initial Period"</b>	the initial term of a Contract specified on the Platform or the Order Form, as the context requires;

	<p>business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
<b>"Involving Address"</b>	the address to which the Supplier shall Invoice the Buyer as specified in the Order Form;
<b>"IPR Claim"</b>	a) any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
<b>"IR35"</b>	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: <a href="https://www.gov.uk/guidance/ir35-find-out-if-it-applies">https://www.gov.uk/guidance/ir35-find-out-if-it-applies</a> ;
<b>"Joint Controller Agreement"</b>	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 ( <i>Processing Data</i> );
<b>"Joint Controllers"</b>	where two or more Controllers jointly determine the purposes and means of Processing;
<b>"Key Personnel"</b>	the individuals (if any) identified as such in the Order Form;
<b>"Key Sub-Contract"</b>	each Sub-Contract with a Key Subcontractor;
<b>"Key Subcontractor"</b>	<p>any Subcontractor:</p> <p>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</p> <p>c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Order Contract, and the Supplier shall list all such Key Subcontractors on the</p> <p>Platform and in the Key Subcontractor Section in the Order Form;</p>

<b>"MI Reporting Template"</b>	a) means the form of report set out in the Annex to DPS Schedule 5 (Management Levy and Information) setting out the information the Supplier is required to supply to the Authority;
<b>"Milestone"</b>	an event or task described in the Mobilisation Plan;
<b>"Milestone Date"</b>	the target date set out against the relevant Milestone in the Mobilisation Plan by which the Milestone must be Achieved;
<b>"Month"</b>	a calendar month and <b>"Monthly"</b> shall be interpreted accordingly;
<b>"National Insurance"</b>	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
<b>"New IPR"</b>	<p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same; but shall not include the Supplier's Existing IPR;</p>
<b>"Occasion of Tax Non – Compliance"</b>	<p>where:</p> <p>a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <p>i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</p> <p>any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>

<b>"Order Expiry Date"</b>	the date of the end of an Order Contract as stated in the Order Form;
<b>"Order Form"</b>	a completed Order Form Template (or equivalent information issued by the Buyer) used to create an Order Contract;
<b>"Order Form Template"</b>	the template in DPS Schedule 6 (Order Form Template and Order Schedules);
<b>"Order Incorporated Terms"</b>	the contractual terms applicable to the Order Contract specified under the relevant heading in the Order Form;
<b>"Order Initial Period"</b>	the Initial Period of an Order Contract specified in the Order Form;
<b>"Order Optional Extension Period"</b>	such period or periods beyond which the Order Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;
<b>"Order Procedure"</b>	the process for awarding an Order Contract pursuant to Clause 2 (How the contract works) and DPS Schedule 7 (Order Procedure);
<b>"Order Special Terms"</b>	any additional terms and conditions specified in the Order Form incorporated into the applicable Order Contract;
<b>"Order Start Date"</b>	the date of start of an Order Contract as stated in the Order Form;
<b>"Order Tender"</b>	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following an Order Procedure and set out at Order Schedule 4 (Order Tender);
<b>"Other Contracting Authority"</b>	any actual or potential Buyer under the DPS Contract;
<b>"Overhead"</b>	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
<b>"Parliament"</b>	takes its natural meaning as interpreted by Law;
<b>"Party"</b>	in the context of the DPS Contract, CCS or the Supplier, and in the in the context of an Order Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
<b>"Performance Indicators" or "PIs"</b>	the performance measurements and targets in respect of the Supplier's performance of the DPS Contract set out in DPS Schedule 4 (DPS Management);

<b>"Prohibited Acts"</b>	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> <li>i) induce that person to perform improperly a relevant function or activity; or</li> <li>ii) reward that person for improper performance of a relevant function or activity;</li> </ul> <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> <li>i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</li> <li>ii) under legislation or common law concerning fraudulent acts; or</li> <li>iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</li> </ul>
<b>"Protective Measures"</b>	<p>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 including those outlined in DPS Schedule 9 (Cyber Essentials), if applicable, in the case of the DPS Contract or Order Schedule 9 (Security), if applicable, in the case of an Order Contract;</p>
<b>"Recall"</b>	<p>a) a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;</p>
<b>"Recipient Party"</b>	<p>the Party which receives or obtains directly or indirectly Confidential Information;</p>

<b>"Relevant Tax Authority"</b>	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
<b>"Reminder Notice"</b>	a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
<b>"Replacement Deliverables"</b>	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Order Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
<b>"Replacement Subcontractor"</b>	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
<b>"Replacement Supplier"</b>	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
<b>"Request For Information"</b>	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
<b>"Required Insurances"</b>	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
<b>"Satisfaction Certificate"</b>	the certificate (materially in the form of the document contained in Part B of Order Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Order Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
<b>"Schedules"</b>	any attachment to a DPS or Order Contract which contains important information specific to each aspect of buying and selling;
<b>"Security Management Plan"</b>	the Supplier's security management plan prepared pursuant to Order Schedule 9 (Security) (if applicable);
<b>"Security Policy"</b>	the Buyer's security policy, referred to in the Order Form, in force as at the Order Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
<b>"Self Audit Certificate"</b>	means the certificate in the form as set out in DPS Schedule 8 (Self Audit Certificate);
<b>"Serious Fraud Office"</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;

	<p>c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;</p> <p>relevant Government codes of practice and guidance applicable from time to time;</p>
<b>"Start Date"</b>	in the case of the DPS Contract, the date specified on the DPS Appointment Form, and in the case of an Order Contract, the date specified in the Order Form;
<b>"Statement of Requirements"</b>	a) a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Order Procedure;
<b>"Storage Media"</b>	the part of any device that is capable of storing and retrieving data;
<b>"Sub-Contract"</b>	<p>any contract or agreement (or proposed contract or agreement), other than an Order Contract or the DPS Contract, pursuant to which a third party:</p> <p>a) provides the Deliverables (or any part of them);</p> <p>b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</p>
<b>"Subcontractor"</b>	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
<b>"Subprocessor"</b>	a) any third party appointed to process Personal Data on behalf of that Processor related to a Contract;
<b>"Supplier"</b>	the person, firm or company identified in the DPS Appointment Form;
<b>"Supplier Assets"</b>	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Order Contract but excluding the Buyer Assets;
<b>"Supplier Authorised Representative"</b>	the representative appointed by the Supplier named in the DPS Appointment Form, or later defined in an Order Contract;
<b>"Supplier's Confidential Information"</b>	<p>a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;</p> <p>Information derived from any of (a) and (b) above;</p>



<b>"Test Plan"</b>	a plan: a) for the Testing of the Deliverables; and setting out other agreed criteria related to the achievement of Milestones;
<b>"Tests and Testing"</b>	any tests required to be carried out pursuant to an Order Contract as set out in the Test Plan or elsewhere in an Order Contract and "Tested" shall be construed accordingly;
<b>"Third Party IPR"</b>	a) Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
<b>"Transferring Supplier Employees"</b>	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
<b>"Transparency Information"</b>	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
<b>"Transparency Reports"</b>	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Order Schedule 1 (Transparency Reports);
<b>"Varlation"</b>	has the meaning given to it in Clause 24 (Changing the contract);
<b>"Varlation Form"</b>	the form set out in Joint Schedule 2 (Variation Form);
<b>"Variation Procedure"</b>	the procedure set out in Clause 24 (Changing the contract);
<b>"VAT"</b>	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
<b>"VCSE"</b>	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
<b>"Worker"</b>	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Deliverables; and

## Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details		
This variation is between:	[insert name of Buyer] ("the Buyer") And [insert name of Supplier] ("the Supplier")	
Contract name:	[insert name of contract to be changed] ("the Contract")	
Contract reference number:	[insert contract reference number]	
Details of Proposed Variation		
Variation initiated by:	[delete as applicable: Buyer/Supplier]	
Variation number:	[insert variation number]	
Date variation is raised:	[insert date]	
Proposed variation		
Reason for the variation:	[insert reason]	
An Impact Assessment shall be provided within:	[insert number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: • [CCS/Buyer to insert original Clauses or Paragraphs to be varied and the changed clause]	
Financial variation:	Original Contract Value:	£ [insert amount]
	Additional cost due to variation:	£ [insert amount]
	New Contract value:	£ [insert amount]

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by Buyer
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

## **Joint Schedule 3 (Insurance Requirements)**

### **1. The Insurance you need to have**

1.1 The Supplier shall take out and maintain or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under an Order Contract (specified in the applicable Order Form) ("Additional Insurances") and any other insurances as may be required by applicable Law (together the "Insurances"). The Supplier shall ensure that each of the Insurances is effective no later than:

1.1.1 the DPS Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and

1.1.2 the Order Contract Effective Date in respect of the Additional Insurances.

#### **1.2 The Insurances shall be:**

1.2.1 maintained in accordance with Good Industry Practice;

1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;

1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and

1.2.4 maintained for at least six (6) years after the End Date.

1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

### **2. How to manage the Insurance**

2.1 Without limiting the other provisions of this Contract, the Supplier shall:

2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

including without limitation providing information and documentation in a timely manner.

7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.

7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

## Joint Schedule 4 (Commercially Sensitive Information)

### 1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
	18/08/22	<p>With respect to our pricing and day rates RAND Europe considers that this is sensitive commercial information that if provided to other organisations would provide them with a commercial advantage and therefore that information constitutes a trade secret or that its disclosure would, or would be likely to, prejudice our commercial interests . Therefore in accordance with Section 43 of the Act we believe that this Information may benefit from qualified exception. RAND Europe is content for the total contract price excluding VAT to be published.</p> <p>With respect to our proposed methodology and analyses we believe that these may be confidential and non-public and would if disclosed provide other organisations with a commercial advantage. Such a disclosure may either constitute a breach of</p>	3 years

## Joint Schedule 5 (Corporate Social Responsibility)

### 1. What we expect from our Suppliers

1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.

([https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/646497/2017-09-13\\_Official\\_Sensitive\\_Supplier\\_Code\\_of\\_Conduct\\_September\\_2017.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf))

1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.

1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

### 2. Equality and Accessibility

2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:

2.1.1 eliminate discrimination, harassment or victimisation of any kind; and

2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

### 3. Modern Slavery, Child Labour and Inhumane Treatment

"Modern Slavery Helpline" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

#### 3.1 The Supplier:

3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;

3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;

3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.

- (b) except where permitted by law; or
  - (c) without expressed permission of the worker concerned;
- 4.1.5 record all disciplinary measures taken against Supplier Staff; and
- 4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

## **5. Working Hours**

### **5.1 The Supplier shall:**

- 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- 5.1.2 ensure that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
- 5.1.3 ensure that use of overtime is used responsibly, taking into account:

- (a) the extent;
- (b) frequency; and
- (c) hours worked;

by individuals and by the Supplier Staff as a whole;

- 5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- 5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
- 5.3.1 this is allowed by national law;
  - 5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
  - 5.3.3 appropriate safeguards are taken to protect the workers' health and safety; and
  - 5.3.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

## **6. Sustainability**

- 6.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

RM6126 - Research & Insights DPS

Project Version: v1.0

3 Model Version: v1.0

**Joint Schedule 10 (Rectification Plan)**

<b>Request for [Revised] Rectification Plan</b>		
<b>Details of the Default:</b>	<b>[Guidance: Explain the Default, with clear schedule and clause references as appropriate]</b>	
<b>Deadline for receiving the [Revised] Rectification Plan:</b>	<b>[add date (minimum 10 days from request)]</b>	
<b>Signed by [CCS/Buyer] :</b>		<b>Date:</b>
<b>Supplier [Revised] Rectification Plan</b>		
<b>Cause of the Default</b>	<b>[add cause]</b>	
<b>Anticipated impact assessment:</b>	<b>[add impact]</b>	
<b>Actual effect of Default:</b>	<b>[add effect]</b>	
<b>Steps to be taken to rectification:</b>	<b>Steps</b>	<b>Timescale</b>
	1.	<b>[date]</b>
	2.	<b>[date]</b>
	3.	<b>[date]</b>
	4.	<b>[date]</b>
	<b>[...]</b>	<b>[date]</b>
<b>Timescale for complete Rectification of Default</b>	<b>[X] Working Days</b>	
<b>Steps taken to prevent recurrence of Default</b>	<b>Steps</b>	<b>Timescale</b>
	1.	<b>[date]</b>
	2.	<b>[date]</b>
	3.	<b>[date]</b>
	4.	<b>[date]</b>
	<b>[...]</b>	<b>[date]</b>



## Joint Schedule 11 (Processing Data)

### Definitions

1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

**"Processor Personnel"** all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;

### Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:
  - (a) "Controller" in respect of the other Party who is "Processor";
  - (b) "Processor" in respect of the other Party who is "Controller";
  - (c) "Joint Controller" with the other Party;
  - (d) "Independent Controller" of the Personal Data where the other Party is also "Controller",

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

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

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
  - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
  - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
7. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Personal Data Breach.
8. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
  - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
  - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
  - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

22. The Parties shall only provide Personal Data to each other:
  - (a) to the extent necessary to perform their respective obligations under the Contract;
  - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
  - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract ("Request Recipient"):
  - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
  - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
    - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
    - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
  - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
  - (b) implement any measures necessary to restore the security of any compromised Personal Data;

## Annex 1 - Processing Personal Data

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

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are:  
[REDACTED]  
The contact details of the Supplier's Data Protection Officer are:  
[REDACTED]
- 1.2 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.3 Any such further instructions shall be incorporated into this Annex.

Description	Details
Subject matter of the processing	<p>The processing is needed in order to ensure that the Contractor can effectively deliver the contract to provide research for the evaluation of the Nuclear Innovation Portfolio, and developed of evaluation plans and baselining study for the Advanced Modular Reactor Research, Development and Demonstration programme.</p> <p>The processing of names and business contact details of staff of both Contracting Authority and Contractor will be necessary to deliver the services exchanged during the course of the Contract, and to undertake Contract and performance management.</p> <p>The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Contractor involved in managing the Contract.</p> <p>The Supplier will need to confirm that they are UK GDPR or GDPR (if operating in the EEA) compliant when submitting a bid. The contractor will provide interviewees with a privacy notice before participating to ensure they understand the nature of the research, how their data will be used and stored.</p>
Duration of the processing	Agreed contract start and end date 18/08/22 – 17/08/23

**Annex 2 - Joint Controller Agreement- not applicable**

## **Annex A: List of Transparency Reports**

**Not applicable**

**RM6126 - Research & Insights DPS**

**Project Version: v1.0**

**11 Model Version: v1.0**

	f) employment claims whether in tort, contract or statute or otherwise;
	g) 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;
<b>"Former Supplier"</b>	a supplier supplying services to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);
<b>"New Fair Deal"</b>	the revised Fair Deal position set out in the HM Treasury guidance: <i>"Fair Deal for Staff Pensions: Staff Transfer from Central Government"</i> issued in October 2013 including: <ul style="list-style-type: none"> <li>(i) any amendments to that document immediately prior to the Relevant Transfer Date; and</li> <li>(ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;</li> </ul>
<b>"Old Fair Deal"</b>	HM Treasury Guidance <i>"Staff Transfers from Central Government: A Fair Deal for Staff Pensions"</i> issued in June 1999 including the supplementary guidance <i>"Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues"</i> issued in June 2004;
<b>"Partial Termination"</b>	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);
<b>"Relevant Transfer"</b>	a transfer of employment to which the Employment Regulations applies;
<b>"Relevant Transfer Date"</b>	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of

	(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;
<b>"Supplier's Final Supplier Personnel List"</b>	a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;
<b>"Supplier's Provisional Supplier Personnel List"</b>	a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
<b>"Term"</b>	the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;
<b>"Transferring Buyer Employees"</b>	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;
<b>"Transferring Former Supplier Employees"</b>	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date.

## 2. INTERPRETATION

- 2.1 Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the



## Part C: No Staff Transfer on the Start Date

### 1. What happens if there is a staff transfer

- 1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 1.2 If any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
  - 1.2.1 the Supplier shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing and, where required by the Buyer, notify the Former Supplier in writing; and
  - 1.2.2 the Buyer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification from the Supplier or the Subcontractor (as appropriate) or take such other reasonable steps as the Buyer or Former Supplier (as the case may be) it considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Buyer and/or the Former Supplier), the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the 15 Working Day period referred to in Paragraph 1.2.2:
  - 1.4.1 no such offer of employment has been made;
  - 1.4.2 such offer has been made but not accepted; or
  - 1.4.3 the situation has not otherwise been resolved;

the Supplier may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 1.5 Subject to the Supplier and/or the relevant Subcontractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.8 the Buyer shall:
  - 1.5.1 indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the

Subcontractor to the Buyer and, if applicable, Former Supplier within 6 months of the Start Date.

- 1.9 If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

**2. Limits on the Former Supplier's obligations**

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

expertise and is employed on the same terms and conditions of employment as the person he/she replaces

- 1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Staff (including pensions and any payments connected with the termination of employment);
- 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 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;
- 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.6 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 Subcontractor shall promptly notify, the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or relevant Subcontractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

- 1.6 On or around each anniversary of the Start Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer such information as the Buyer may reasonably require relating to the manner in which the Services are organised, which shall include:

- 1.6.1 the numbers of employees engaged in providing the Services;
- 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
- 1.6.3 the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to Part D (Pensions) (as appropriate); and
- 1.6.4 a description of the nature of the work undertaken by each employee by location.

- 1.7 The Supplier shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to the Buyer, any

the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.

**2.3** Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:

**2.3.1** any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;

**2.3.2** the breach or non-observance by the Supplier or any Subcontractor occurring 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 Subcontractor is contractually bound to honour;

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

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

- 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or
  - 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.
- 2.5 If any person who is not identified in the Supplier's Final Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
- 2.5.1 the Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing; and
  - 2.5.2 the Supplier may offer (or may procure that a Subcontractor may offer) employment to such person, or take such other reasonable steps as it considered appropriate to deal the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor.
- 2.6 If such offer of is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, Buyer shall procure that the Replacement Supplier shall, or procure that the and/or Replacement Subcontractor shall, immediately release or procure the release the person from his/her employment or alleged employment;
- 2.7 If after the 15 Working Day period specified in Paragraph 2.5.2 has elapsed:
- 2.7.1 no such offer has been made:
  - 2.7.2 such offer has been made but not accepted; or
  - 2.7.3 the situation has not otherwise been resolved
- the Buyer shall advise the Replacement Supplier and/or Replacement Subcontractor (as appropriate) that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person;
- 2.8 Subject to the Replacement Supplier's and/or Replacement Subcontractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7 and in accordance with all applicable proper employment procedures set out in applicable Law and subject to Paragraph 2.9 below, the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees pursuant to the provisions of Paragraph 2.7 provided

- (b) the Supplier and/or any Subcontractor; and
- (c) the Replacement Supplier and/or the Replacement Subcontractor.

- 2.12 The Supplier shall, and shall procure that each Subcontractor shall, promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.13 Subject to Paragraph 2.14, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:
- 2.13.1 any act or omission of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;
  - 2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:
    - (a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or
    - (b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;
  - 2.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;

Personnel List in respect of the period from (and including) the Service Transfer Date; and

2.13.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.

2.14 The indemnities in Paragraph 2.13 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 Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations.

- ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 3.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
  - 3.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
  - 3.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 3.5:
    - 3.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
    - 3.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
  - 3.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1<sup>st</sup>) Contract Year) in accordance with the procedure and timescales set out in Paragraph 3.3.
  - 3.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
  - 3.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
  - 3.12 At any time during the Contract Period of the Order Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.



## Order Schedule 7 (Key Supplier Staff)

The Annex 1 to this Schedule lists the key roles ("Key Roles") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.

- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
  - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
  - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
  - 1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
  - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
  - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
  - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
  - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
  - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

RM6126 - Research & Insights DPS

Project Version: v1.0

1 Model Version: v1.0

## Order Schedule 20 (Order Specification)

As per Section 4 of PS22166 Mini Competition Document and all associated appendices – to be insert upon Contract Award.

### Background

#### The Nuclear Innovation Programme (NIP)

In the 2016-2021 Spending Review and the subsequent Clean Growth Strategy,<sup>1</sup> Government committed to investing in innovation to accelerate the commercialisation of innovative clean energy technologies and processes. It committed £505M to the Energy Innovation Programme (EIP)<sup>2</sup>, a portfolio covering six technology areas including: Built Environment (energy efficiency and heating), Smart Systems, Industrial Decarbonisation and CCUS, Renewables, and energy entrepreneurs and green financing. Of this, up to £180M was allocated to the Nuclear Innovation Programme (NIP), the sixth technology area. The Programme, as all programmes in the EIP portfolio, aims to support innovation that will deliver cost-effective solutions contributing to a decarbonised energy supply, economic growth, and jobs in the UK energy sector and its supply chain.

Specifically, the three high-level aims of NIP are:

1. To deliver an ambitious nuclear R&D programme, including a process to identify and support modular reactor technology options that could offer significant value to the UK
2. Reinvigorate the capability, capacity, and credibility of the UK Nuclear R&D landscape, focusing on key areas of historical strength and future opportunity
3. Explore and develop the potential for innovation to reduce the cost of nuclear deployment and operation for both near and long-term technologies.

To further these high-level aims, the NIP has the following specific objectives:

- a) Have the national capacity to act as an intelligent customer, operator, and regulator of the nuclear sector, ensuring that the existing fleet can continue to make a significant contribution to decarbonisation of the energy mix and support delivery of new generation plant in the most cost-effective manner
- b) Enable UK companies to participate in the domestic, and potentially global, nuclear markets leading to high value science and engineering jobs, development of IP and economic growth
- c) Engage in national and international research collaborations with direct links to UK industry and regulators, maintaining and creating the essential skills and knowledge needed to keep open a number of options for higher ambitions and lower costs of deployment
- d) Develop and maintain the UK research capability and capacity needed to underpin the development, deployment, and operation of Advanced Nuclear Technologies, including AMRs, in domestic and international markets
- e) Explore and develop tools and actions to support an innovation-led cost reduction plan
- f) Run a process to identify and support AMR technology development that could provide significant value to the UK.

<sup>1</sup> <https://www.gov.uk/government/publications/clean-growth-strategy>

<sup>2</sup> <https://www.gov.uk/guidance/energy-innovation#beis-energy-innovation-programme-funding-closed>

The Nuclear Innovation Programme was initially made up of the following six sub- programmes, each with their own objectives that together were intended to deliver the over-arching NIP-level objectives:

manufacture, and test future fuel technologies.

### **Fuel Recycle and Reprocess Programme**

The initial aims of the Recycle and Reprocessing Programme (up to £2m) was for the UK to sustain its capability to design, develop and commercialise innovative spent nuclear fuel recycle technologies, with demonstrable radical improvements in economics, proliferation resistance, waste generation and environmental impact. It had the following objectives:

1. To demonstrate a safe, economic, efficient and proliferation resistant aqueous LWR fuel recycle technology at laboratory scale using active experiments
2. To demonstrate components of a fast reactor fuel pyroprocessing recycle technology inactively at laboratory scale
3. To demonstrate effective waste immobilisation technologies for the waste forms generated by advanced fuel and recycling technologies

Phase 1 targeted objective 1 and focused on Aqueous Recycling Development. Progress toward other objectives was initially expected in future Phases of the programme, but were instead combined with the 'Advanced Fuels' programme to create the 'Advanced Fuels Cycle Programme' Advanced Fuel Cycle Programme (AFCP)

As mentioned above, the AFCP (up to £46m) combined Advanced Fuels Phase 3 and Recycle and Reprocess Phase 2. It's aim is to develop skills, knowledge, and capabilities in the areas of advanced fuels and recycle & waste management, through development of new technologies, processes, and intellectual property, that can contribute towards a reduction in the whole lifecycle costs of nuclear energy. The overarching objectives for the programme are:

- to develop the capability to fabricate test fuel for an advanced reactor system,
- to develop and test accident tolerant fuels for irradiation in a materials test reactor,
- to retain and further develop the UK's capability to model, design, manufacture and test future fuel technologies,
- to demonstrate a safe, economic, efficient and proliferation resistant active aqueous LWR fuel recycle technology at laboratory scale,
- ▶ to demonstrate effective waste immobilisation technologies for the waste forms generated by advanced fuel and recycling technologies,
  - to deliver the infrastructure and facilities needed to develop advanced recycling technology

Building on previous programme phases, AFCP is split into 11 themes covering advanced nuclear fuels through to advanced recycling and sustainability. These include accident tolerant fuels, coated particle fuel, fast reactor fuels, nuclear data, aqueous recycling, off-gas capture, pyro-processing, waste immobilisation technologies, solvent and effluent treatment, pyro waste, and fast reactor fuel recycle.

### **Advanced Manufacturing and Materials**

The Advanced Manufacturing and Materials (AMM)<sup>5</sup> programme, (up to £25m) aimed to reduce the capital costs and risks of new nuclear power stations by offering a number of benefits including off-site fabrication. Innovation in this area can also facilitate the sector in meeting the wider overarching cost reduction targets set out in the Nuclear Sector Deal (NSD)<sup>6</sup>. The overall aim of the programme is to establish a strong manufacturing and materials R&D base to support the UK nuclear supply chain, and seeks the following benefits:

- Development and retention of key skills and capabilities required to design, manufacture, construct, regulate and operate future reactors.

- Engage with Regulators internationally, including participation in IAEA and NEA forums
- Engage with ANT industry

### **Advanced Reactors Design**

The Advanced Reactors Design programme (up to £9m) aims for the UK to be capable of making a credible contribution to international collaboration in design, construction, and commissioning of reactors. The programme focuses on Nuclear Virtual Engineering Capability (NVEC) and Thermal Hydraulics Modelling, and has the following objectives:

- To develop the UK's reactor system and component design, analysis and verification capability
- To deliver the infrastructure and facilities needed to support the design of next generation reactor systems and components

The programme has following expected benefits:

- enhanced designs, increased productivity, and a step change in the way that nuclear design, development, and construction programmes are delivered,
- increased and widespread uptake of modern digital engineering practices within the UK nuclear industry for the design of future reactor systems,
- improved understanding and safety of through life performance of reactor components,
- a greater predictive modelling capability and understanding of passive safety arguments,
- facilitate extended UK participation in associated international activities in designing of future reactor systems.

The Nuclear Virtual Engineering Capability stream also focuses on the development of innovative methods for verification and the management of data to support NVEC. It has the following specific objectives:

- Establish a network of existing UK wide facilities for virtual engineering which enables face-to-face and remote collaboration.
- Establish a NVEC and the production of an enduring operating model.
- Enable improved measurement techniques and validation of higher fidelity models.
- Implement methods to manage "big data".

The Thermal Hydraulics Model Development streams has the following specific objectives:

- Provide a greater predictive modelling capability and understanding of passive safety arguments.
- Develop capability for the UK modelling and simulation workforce.

### **Strategic Toolkits**

The Strategic Toolkits7 programme is an integrated programme on nuclear facilities and development of a strategic toolkit. It was the following objectives:

- To develop the tools, methods and data to provide the evidence needed to inform future decisions on UK nuclear energy programmes including reactor technologies and fuel cycles
- To ensure the UK nuclear regulator is embedded in innovation technology project development programme
- To maintain UK engagement in international programmes and coordinate open access to UK facilities

The programme aims to achieve these objectives through five areas:

for the programme is shown in Figure 2:

- **Phase A: Pre-FEED –Feasibility or Preliminary Front End Engineering Design (Pre-FEED)** studies over a potential 6–9 month period, with each projects costing between £300k -500k.
- **Phase B: FEED - The Pre-FEED studies will be used as a basis for BEIS to develop the scope for Phase B: FEED (which is currently to be confirmed & subject to HMG approval) and to inform associated policy developments. This would see successful applicants undertaking a detailed assessment of their HTGR concept over a longer period of time to enable a Front End Engineering Design (FEED) output study.**
- **Phase C: Permissioning, Construction, Detailed Engineering & Operation - This is an indicative phase only, subject to HMG approval and decision making as part of the next Spending Review. This Phase could see a successful proposal from Phase B undertake detailed site-specific design, planning permissions, environmental permitting, Nuclear site licensing, construction, commissioning, and initial operation of the HTGR demonstration.**

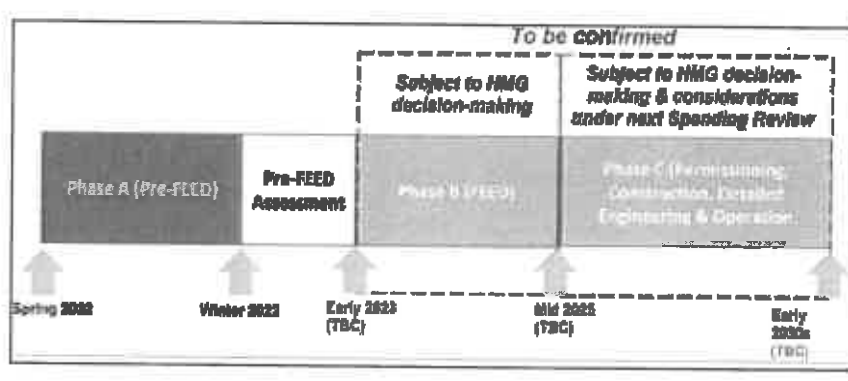


Figure 2 - Potential structure of the AMR RD&D programme. This structure is subject to change. Additional information on the AMR RD&D programme outlines can be found on Gov.uk.<sup>10</sup>

<sup>9</sup> The technology focus for the programme was confirmed as High Temperature Gas Reactor technology in December 2021, following underpinning analysis and a Call for Evidence

<sup>10</sup> <https://www.gov.uk/government/publications/advanced-modular-reactor-amr-research-development-and-demonstration-programme>

### Aims and Objectives of the Project

There are four aims of the NIP evaluation:

1. Assess the extent to which NIP achieved its stated aims and objectives in order to provide accountability of programme spend and retain knowledge about NIP
2. Learn lessons about design and delivery that can inform future nuclear innovation programmes and wider innovation and policy design.
3. Develop a monitoring and evaluation plan of the Advanced Nuclear Fund
4. Provide a baseline assessment on which progress and impact of the Advanced Nuclear Fund can be made

The project is split into two workstreams. Workstream 1: NIP Evaluation

The NIP evaluation should include an impact evaluation. NIP is seen as the starting point of a long-term endeavour to develop the nuclear technologies, capabilities, and supply-chain of the future within the UK in support of reaching Net Zero, with wider impact not expected until at least 2050. Therefore, the focus of this evaluation should be on assessing initial progress toward these long-term effects, and should assess the extent to which NIP has enabled the UK to make a step forward in its nuclear capabilities, after a period of low investment in RDI, and how this provides a basis for further developments. In this sense, the

The evaluation will be conducted over two phases: an initial project inception and programme familiarisation stage, followed by the evaluation project. BEIS expect the impact and process evaluation in workstream 1, the AMR RD&D evaluation planning in workstream 2 (see below), and the associated data collection, analysis and reporting, to

be conducted in parallel. Bidders must ensure they have a project team that can deliver this.

### **NIP Evaluation Scoping Study**

This specification is informed by a scoping study for the NIP Evaluation delivered by Technopolis as part of the Energy Innovation Programme third party support contract. The scoping study is included in Annex D to support bidders in understanding the background to the evaluation, and bidders will notice similarities between the Specification and the scoping study. However, bidders should ensure that their bid responds to what is requested in this Specification, which contains up-to-date requirements. Bidders should note the following:

- The scoping study suggests undertaking an outcome evaluation in 2023 in addition to a joint output and process evaluation. The outcome evaluation is not included in this contract
- The research questions included in the scoping study have been slightly adjusted for this Specification.
- Sub-programme logic models have been removed from the scoping study but will be made available to the supplier to support with programme familiarisation.
- The scoping study contains an indicator framework for programme outputs, programme outcomes and the process evaluation, setting out the research questions, indicators used to answer each question, and the data sources. Bidders are welcome to use this framework as they see fit.
- Sensitive and personal information has been removed in the version included in Annex D from the initial version of the scoping study.

### **Workstream 2: AMR RD&D Evaluation Design**

The AMR RD&D programme is in the early stages of design and delivery, meaning there is an opportunity to design a comprehensive monitoring and evaluation plan that is both based on and can influence design and delivery. Bidders should note that the delivery of an evaluation of the AMR RD&D will be commissioned separately and is not in scope of this contract.

To support an evaluation of the AMR RD&D, this project should also undertake a baseline assessment of the UK's nuclear skills, capacity and capability and the commercial and technological readiness of advanced nuclear technologies against which progress under the AMR RD&D can be assessed. It is likely that the exact scope of this baselining exercise will depend on the AMR RD&D monitoring and evaluation plan but is expected to rely on the results of the NIP evaluation.

#### **Suggested Methodology**

**Total number of Interviews (qualitative) ~75 Interviews (55 projects, programme leads, NIRO, NIRAB,>NNL, Universities, nuclear stakeholder)**

**Total number of Case Studies- 10 NIP project-level case studies**

#### **Secondary Data sources analysis:**

- Programme background documentation (NIP and sub-programme business cases, project bids)

Bidders should detail their approach to identifying and testing the causality of outcomes and the attribution or contribution of NIP activity and are welcome to suggest other methodologies to the two listed above. Where 'backward projection' approaches are included, bidders should detail how data collection would work given the need to first identify possible outcomes and then test the contribution and influence of NIP activities.

A central aim and objective of the NIP is the development of capacity and capability across a range of UK nuclear stakeholders. As part of their impact evaluation methodology, bidders should detail in their bid how they will evaluate changes in capacity and capability, assess the contribution of the NIP and other factors, and determine the sustainability of any capacity and capability that has been built.

#### Case Studies

A series of 10 in-depth case studies of individual projects are required to provide deep dives into key components of the programme. The case studies can provide a richer contextualisation to exemplify effects and support interpretation of other data.

A 'case' should be defined in one of two ways:

- i) as a funded project – especially 'notable projects' category (i.e. critical to nuclear innovation, or highly visible); or
- ii) as a thematically defined set of activities, e.g. a part of a project or related elements across multiple projects.

The selection of case studies should be strategic and aim to focus on elements of the programme that is deemed to be central to the success of the NIP overall and be selected in collaboration with BEIS. A possible framework for identifying relevant case studies, linked to the high level aims and objectives of the NIP, can be found in the Table below.

Case study focus	Description	Number
Technologies and cost reductions	The further development, use and influence of the technologies developed under the NIP, e.g. proposed AMR designs	2
Capabilities	Development of capabilities within the UK nuclear sector (people, infrastructure, or knowledge), e.g. initiatives to attract, retain and develop human resources	2
UK supply chain	Examples of programme elements which have the effect of the programme on the development of the UK nuclear supply chain, e.g. the involvement of UK SMEs	2
Policy / regulation	Examples of programme elements which support the policy-making and regulatory frameworks, e.g. the development of analysis tools	2
Notable projects	Examples of notable projects with effects which cut across the categories defined above	2
Total		10

#### Process Evaluation Methodology

The Process Evaluation aims to provide insight into the design and implementation of the programme and

Sub-Programme	Implementation	Performance	Delivery of	Partners and	Participating
Advanced Fuels					
Recycling and Processing					
AROP					
AMM					
Reactor Design					

Version 2.0

and Regulation					
Strategic Toolkits					
AMR F&D					
Components cloning / Robotics					
Thermal Hydraulics Facility					

## 2. The NIP level

Process evaluation at the NIP-level should consider the effectiveness of the design and governance of NIP as a whole and the effectiveness of measures to enable synergies across the sub-programmes. It should also compare whether the portfolio of activities was selected in line with the NIP's objectives, and whether any gaps existed. It should also consider the effectiveness of governance procedures across the NIP.

### Data Collection for the NIP Evaluation

Three sources of data are expected to be utilised to answer the impact and process evaluation research questions:

1. Programme Documentation
2. Secondary data sources
3. Primary Data

These are listed in the order in which they should be collected and analysed in order to answer the Research Questions. Programme documentation and secondary data sources should be analysed before collecting primary data from stakeholders, with the latter used to expand on findings and/or fill in gaps in the evidence base. Specific sources within each category are identified and suggested, however bidders are encouraged to identify additional sources and data collection approaches (e.g. other secondary data sources, or additional stakeholders for primary data collection).

### 1. Programme Documentation

Monitoring data and other documents produced as part of the design and implementation of the programme is likely to include the following:

- NIP and sub-programme business cases, ITTs and other background/design documents for the NIP
- Successful project bid documents and associated delivery plan documentation
- Project progress reports, closure reports, and final reports



sensitive.

- **Nuclear stakeholder interviews:** The nuclear sector in general, and the NIP in particular, involves a well-defined group of key organisations that should be engaged as part of the evaluation. This group includes organisations or labs with a national role (e.g. NNL, UKAEA), universities with established nuclear research groups (e.g. Manchester, Bristol, Sheffield, Nuclear AMRC), as well as private companies active in nuclear R&I (e.g. Rolls Royce, Westinghouse). Some of these stakeholders will be included in the 'project leads and partner' group.
- **Consultation with policy stakeholders and programme leads in BEIS and NIRO:** Focus groups will be appropriate where informed collective reflection is required and expected to be particularly useful when engaging policy stakeholders who are asked to reflect on the broader implications of the programme. Where more appropriate, or where focus groups are unfeasible or inappropriate, these consultations could be replaced by semi-structured interviews. Bidders should note the potential risk that many members of NIRO heavily involved in the delivery of NIP are seconded from other organisations and will have returned by the time data collection takes place, giving rise to non-response and conflict of interest.
- **Unsuccessful applicants and/or non-participants:** If it is possible to identify and engage with unsuccessful applicants or organisation that have not participated, a small number of interviews with this group would be valuable to address both process questions (access to the programme) and impact (effects beyond the immediate participants). Due to the size and structure of the population concerned, BEIS do not recommend using this engagement for the purpose of a counterfactual analysis, and bidders should be aware of the risks of non-response and information recall.

NIRAB and its members form a particularly important stakeholder group for this evaluation. Bidders should account for engagement with NIRAB in the following ways:

- During project inception phase, as a quality assurer of evaluation plans. One of the roles of NIRAB is providing independent advice to Government on the impact and delivery of government's nuclear research and innovation programme. Providing NIRAB with sight of the evaluation plan, either through submission of the evaluation plan for review, or presented the evaluation plan at a quarterly board meeting (or both), will ensure that it can support and be supported by other work being conducted by NIRAB in this area. Membership of NIRAB has recently been refreshed<sup>20</sup>, and bidder can expect to work with BEIS to identify the best form of engagement.
- During primary data collection as a key policy and nuclear stakeholder who could provide observations on the programme.

<sup>20</sup> <https://www.nirab.org.uk/nirab-members>

- During project dissemination, as a key audience who may respond to the findings presented in the NIP evaluation report.

## Data Collection Timelines

As described above, NIP activity will have mostly completed when this evaluation is carried out, with only AMR F&D projects still delivering (with the final projects due to end in March 2023). Delaying all data collection until these projects have finished further increases the risk of lack of engagement from project leads, however the evaluation should include AMR F&R projects. BEIS therefore requires two waves of data collection and reporting. The first should cover all but the AMR F&D programme and be carried out in Summer 2022. The second should cover the AMR F&D programme and be carried out in January and February 2023. The first wave of data collection should culminate in programme-specific reports for all but

- For all indicators of impact/success selected to be used in the evaluation (as identified in the evaluation plan), evidence capturing the baseline 'position' against these indicators.

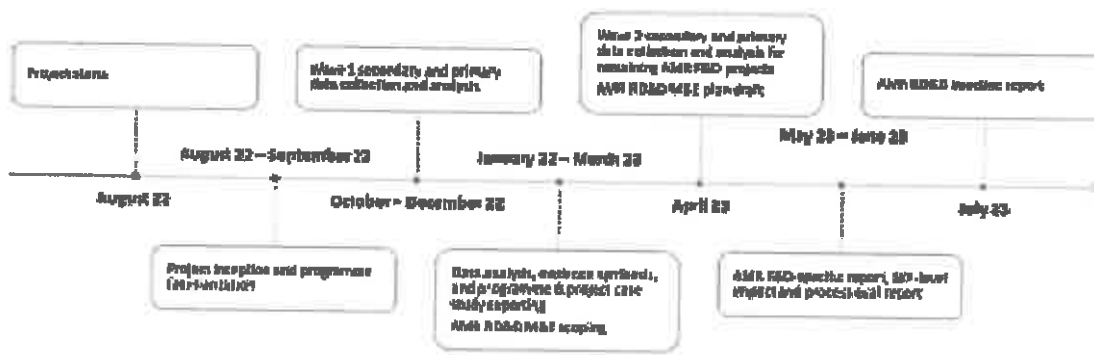
Qualitative evidence is also expected to be used and should be detailed by the bidders.

It is expected that much of the evidence collected as part of the NIP impact evaluation will be used as part of AMR RD&D baselining, given that AMR RD&D is, in part, building on and continuing work carried out under NIP. Where additional indicators are identified outside of the NIP evaluation, appropriate baselining approach should be identified. For this reason, Workstreams 1 and 2 are expected to take place in parallel.

Bidder should note that some monitoring and evaluation plans, including theory of change development and identification of benefits, will be developed in the coming months as AMR RD&D activities are scoped.

## TIMELINES

The timelines presented below are a suggestion. Bidders should include their own project timelines based on their proposed approach.



**Project start** –The project is expected to start in August 2022, however this is dependent on the review and moderation of bids and selection of a winning contract. This date may be brought forward or pushed backward.

**Project inception and programme familiarization** – The Supplier should use this to review programme documents with a view of understanding what was intended to be delivered. This will include reviews of business cases, ITT, and project bids, and consultations with programme leads, all of which should inform a NIP evaluation plan delivered at the end of the stage setting out how the evaluation will be delivered.

**Wave 1 secondary and primary data collection and analysis** – As noted above, this first wave of data collection and analysis will focus on all NIP activity except AMR F&D. BEIS expects secondary data collection and analysis to occur before, and subsequently inform, primary data collection.

**Data analysis, evidence synthesis, and programme & project case study reporting** – evidence from primary and secondary data from Wave 1 should be analysed, synthesised, and reported. BEIS requires a report for each NIP programme, as well as project-specific case study reports.

**Wave 2 secondary and primary data collection and analysis for AMR F&D projects; AMR RD&D M&E scoping** – the second wave of data collection and analysis should focus on AMR F&D project. BEIS also expects the AMR RD&D programme to sufficiently developed to allow M&E scoping to begin

**AMR F&D-specific report, NIP-level impact and process eval report, AMR RD&D M&E plan** – more information on the reports required can be found below.

Bidders should note that BEIS will only approve invoice submissions and make payments following BEIS sign-off of an output(s). Bidders should link payment milestones throughout the contract to the delivery of evaluation outputs and include these milestones in their bid. There will be the opportunity to adjust the timing and size of payment milestones following the scoping stage should changes be required.

Bids can propose additional peer review throughout the delivery of the evaluation, particularly where complex or innovative methods are proposed. Where necessary, this should include the use of external experts. A BEIS-appointed peer reviewer will not be expected to provide detailed quality assurance, as their role will be focused on higher level peer review. The successful bidder will be responsible for any work supplied by sub-contractors.

#### **Project Management**

Robust project management is vital to the delivery of this project. All bids should include a summary of their project management approach, proposed frequency of project management meetings and how progress will be reported to BEIS. Bidders should identify one named point of contact through whom all enquiries can be filtered. A BEIS project manager will be assigned to the project and will be the central point of contact. Where a consortium or sub-contractors are in place, BEIS expect that they are included in relevant meetings, workshops and review points to ensure their full engagement in the project. All Suppliers and sub-contractors are responsible for the delivery of outputs to the appropriate time and quality. It is expected that the lead Supplier takes an active role in oversight of all workstreams and bears overall responsibility for the delivery of the evaluation activities and outputs. We envisage the need for close interaction between the BEIS Project Manager and Supplier throughout the process, to ensure that emerging issues are dealt with promptly and that BEIS fully understand the approaches taken.

Bidders should assume that engagement with BEIS will include weekly project management phone calls, weekly progress update reports, steering group meetings (frequency to be confirmed), and face to face meetings (COVID-19 dependant) as required to design and deliver the chosen methods. The Supplier will be expected to chair the weekly project management calls which are expected to cover: progress over the preceding week and actions for the week ahead, research methods currently employed, any key decisions needed by BEIS, and potential risks identified by the Supplier or BEIS as well as the correlating mitigation strategies. A GANTT chart, or similar work plan, should be used as part of project management to structure.

BEIS also expects to hold a kick-off meeting with the winning Supplier within two weeks of contract signing. The meeting will be a half-day and be used to go through the project plan. Bidders should assume the meeting is in person and held at BEIS office in 1 Victoria Street, London, with members of the delivery team present where travel to London is convenient and feasible. Should COVID-19 related restrictions not make this possible, or if travel to London is unfeasible for some or all of the delivery team, then the meeting will be held virtually.

#### **Contract Key Performance Indicators**

Contract Key Performance Indicators (KPIs) will be used to align the Supplier's performance with the requirements of the Authority. KPIs will be realistic and achievable. KPIs must be maintain a green rating in order to demonstrate that the service is being delivered to an adequate quality. The Authority reserves the right to amend the existing KPIs detailed in the table below or add any new KPIs throughout delivery with agreement of the supplier. Any changes to the KPIs will be agreed with the Supplier and be confirmed in writing.

Performance against KPIs will need to be monitored on a quarterly basis by the Supplier. The Authority will reserve the right to request reporting of KPIs on a more frequent basis if performance levels suggest increased monitoring is required.

Performance of each KPI will be recorded against a red, amber, green "score", as described below. Performance against each KPI should be submitted every three months from the start of the contract for the duration of the contract and will be discussed in the succeeding weekly project management phone

KPI Ref	KPI Criteria	KPI measure	KPI Rating		
			Red	Amber	Green
1	<b>Deadlines</b>	<b>Work delivered on the timescale agreed with the Authority.</b>	Four or more deadlines included in the project Gantt chart missed by 3 working days or more in a 3-month period.	Up to three deadlines included in the project Gantt chart missed by 3 working days or more in a 3-month period.	Meets expectations - All work is carried out and delivered on time
2	<b>Responding to BEIS comments</b>	<b>Comments and feedback provided by BEIS on outputs are addressed</b>	Output drafts are submitted to BEIS that have not addressed all feedback and comments from BEIS on three or more occasions in a 3-month period.	Output drafts are submitted to BEIS that have not addressed all feedback and comments from BEIS on up to two occasions in a 3-month period.	Meets expectations – All output drafts submitted to BEIS address all comments and feedback from BEIS.
3	<b>Attendance</b>	<b>Attendance of appropriate representatives at project management meetings.</b>	Attendance target is not met on more than three occasions.	Attendance target is not met on more than one occasion.	100% attendance is achieved

#### Data security

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RM6126 - Research &amp; Insights DPS

Project Version: v1.0

1 Model Version: v1.0

## **1. Definitions used in the contract**

Interpret this Contract using Joint Schedule 1 (Definitions).

## **2. How the contract works**

- 2.1** The Supplier Is eligible for the award of Order Contracts during the DPS Contract Period.
- 2.2** CCS does not guarantee the Supplier any exclusivity, quantity or value of work under the DPS Contract.
- 2.3** CCS has paid one penny to the Supplier legally to form the DPS Contract. The Supplier acknowledges this payment.
- 2.4** If the Buyer decides to buy Deliverables under the DPS Contract It must use DPS Schedule 7 (Order Procedure) and must state its requirements using DPS Schedule 6 (Order Form Template and Order Schedules). If allowed by the Regulations, the Buyer can:
- (a) make changes to DPS Schedule 6 (Order Form Template and Order Schedules);
  - (b) create new Order Schedules;
  - (c) exclude optional template Order Schedules; and/or
  - (d) use Special Terms in the Order Form to add or change terms.
- 2.5** Each Order Contract:
- (a) is a separate Contract from the DPS Contract;
  - (b) is between a Supplier and a Buyer;
  - (c) includes Core Terms, Schedules and any other changes or items in the completed Order Form; and
  - (d) survives the termination of the DPS Contract.
- 2.6** Where the Supplier is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this DPS Contract before accepting their order.
- 2.7** The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.
- 2.8** The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

- 3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- 3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they do not conform with Clause 3. If the Supplier does not do this it will pay the Buyer's costs including repair or re-supply by a third party.

### **3.3 Services clauses**

- 3.3.1 Late Delivery of the Services will be a Default of an Order Contract.
- 3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.

## Core Terms - DPS

the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.

- 4.10 If CCS or the Buyer uses Clause 4.9 then the DPS Pricing (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.
- 4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

## **5. The buyer's obligations to the supplier**

5.1 If Supplier Non-Performance arises from an Authority Cause:

- (a) neither CCS or the Buyer can terminate a Contract under Clause 10.4.1;
- (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
- (c) the Supplier is entitled to additional time needed to make the Delivery; and (d) the Supplier cannot suspend the ongoing supply of Deliverables.

5.2 Clause 5.1 only applies if the Supplier:

- (a) gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
- (b) demonstrates that the Supplier Non-Performance would not have occurred but for the Authority Cause; and
- (c) mitigated the impact of the Authority Cause.

## **6. Record keeping and reporting**

6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.

6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract:

- (a) during the Contract Period;
- (b) for 7 years after the End Date; and (c) in accordance with UK GDPR, including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1.

6.3 The Relevant Authority or an Auditor can Audit the Supplier.

- 7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 7.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

## **8. Rights and protection**

### **8.1 The Supplier warrants and represents that:**

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

### **8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.**

### **8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:**

- (a) wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and (b) non-payment by the Supplier of any Tax or National Insurance.

### **8.4 All claims indemnified under this Contract must use Clause 26.**

### **8.5 The description of any provision of this Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for breach of that clause by the Supplier.**

### **8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.**

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



**10.1.2** The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

## **10.2 Ending the contract without a reason**

**10.2.1** CCS has the right to terminate the DPS Contract at any time without reason by giving the Supplier at least 30 days' notice.

**10.2.2** Each Buyer has the right to terminate their Order Contract at any time without reason by giving the Supplier not less than 90 days' written notice.

## **10.3 Rectification plan process**

**10.3.1** If there is a Default, the Relevant Authority may, without limiting its other rights, request that the Supplier provide a Rectification Plan.

**10.3.2** When the Relevant Authority receives a requested Rectification Plan it can either:

- (a) reject the Rectification Plan or revised Rectification Plan, giving reasons; or
- (b) accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.

**10.3.3** Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:

- (a) must give reasonable grounds for its decision; and
- (b) may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

**10.3.4** If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause 10.4.3(a).

## **10.4 When CCS or the buyer can end a contract**

**10.4.1** If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) there is a Supplier Insolvency Event;
- (b) there is a Default that is not corrected in line with an accepted Rectification Plan;
- (c) the Supplier does not provide a Rectification Plan within 10 days of the request;
- (d) there is any material Default of the Contract;
- (e) there is any material Default of any Joint Controller Agreement relating to any Contract;

- (f) The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and reprocurement (including to a Replacement Supplier).

10.6.2 In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminates a Contract under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

10.6.3 In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Contract under Clause 10.2.1 or 10.2.2 or a Supplier terminates an Order Contract under Clause 10.5:

- (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and
- (b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated.

10.6.4 In addition to the consequences of termination listed in Clause 10.6.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.

10.6.5 The following Clauses survive the termination or expiry of each Contract: 3.2.10, 4.2, 6, 7.5, 9, 11, 12.2, 14, 15, 16, 17, 18, 31.3, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

## **10.7 Partially ending and suspending the contract**

10.7.1 Where CCS has the right to terminate the DPS Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Order Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Order Contracts that have already been signed.

10.7.2 Where CCS has the right to terminate a DPS Contract it is entitled to terminate all or part of it.

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

10.7.4 The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.

10.7.5 The Parties must agree any necessary Variation required by Clause 10.7 using the Variation Procedure, but the Supplier may not either:

- 11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 9.5, 31.3 or Order Schedule 2 (Staff Transfer) of a Contract.
- 11.6 In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.
- 11.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.
- 11.8 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:
- (a) Deductions; and
  - (b) any items specified in Clauses 11.5 or 11.6.
- 11.9 If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

## **12. Obeying the law**

- 12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).
- 12.2 To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.
- 12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

## **13. Insurance**

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

## **14. Data protection**

- 14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
- 14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.

## Core Terms - DPS

- (b) except as expressly set out in the Contract at Clauses 15.2 to 15.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and
- (c) immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

**15.2** In spite of Clause 15.1, a Party may disclose Confidential Information which It receives from the Disclosing Party in any of the following Instances:

- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the Disclosing Party's Confidential Information;
- (f) on a confidential basis, to its auditors;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis; or
- (h) to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

**15.3** In spite of Clause 15.1, the Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.

**15.4** In spite of Clause 15.1, CCS or the Buyer may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to;
- (c) if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament; or (e) under Clauses 4.7 and 16.

## **20. Circumstances beyond your control**

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

- (a) provides a Force Majeure Notice to the other Party; and
- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

20.2 Either Party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

## **21. Relationships created by the contract**

No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

## **22. Giving up contract rights**

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

## **23. Transferring responsibilities**

23.1 The Supplier cannot assign, novate or transfer a Contract or any part of a Contract without the Relevant Authority's written consent.

23.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Relevant Authority.

23.3 When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.

23.4 The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.

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

23.6 If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

## **25. How to communicate about the contract**

- 25.1** All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.
- 25.2** Notices to CCS must be sent to the CCS Authorised Representative's address or email address indicated on the Platform.
- 25.3** Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.
- 25.4** This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

## **26. Dealing with claims**

- 26.1** If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.
- 26.2** At the Indemnifier's cost the Beneficiary must both:
- (a) allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
  - (b) give the Indemnifier reasonable assistance with the claim if requested.
- 26.3** The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.
- 26.4** The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.
- 26.5** The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 26.6** Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 26.7** If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

- (a) Prohibited Act;
- (b) identity of the Party who it thinks has committed the Prohibited Act; and
- (c) action It has decided to take.

## **28. Equality, diversity and human rights**

**28.1** The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:

- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
- (b) any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law.

**28.2** The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

## **29. Health and safety**

**29.1** The Supplier must perform its obligations meeting the requirements of:

- (a) all applicable Law regarding health and safety; and
- (b) the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.

**29.2** The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at the Buyer Premises that relate to the performance of a Contract.

## **30. Environment**

**30.1** When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

**30.2** The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

## **31. Tax**

**31.1** The Supplier must not breach any Tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS

## **32. Conflict of interest**

**32.1** The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.

**32.2** The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.

**32.3** CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

## **33. Reporting a breach of the contract**

**33.1** As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:

- (a) Law;
- (b) Clause 12.1; or
- (c) Clauses 27 to 32.

**33.2** The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

## **34. Resolving disputes**

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

**34.2** If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.

**34.3** Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

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