

GREATER LONDON AUTHORITY

Agreement Reference Number: **GLA 82559**

Date: 06 June 2024

**Framework Agreement
for the Provision of Services**

between

Greater London Authority

and

Mott MacDonald Limited

Version: Generic November 2021

1.	DEFINITIONS AND INTERPRETATIONS	5
2.	FRAMEWORK AGREEMENT.....	13
3.	CALL-OFF PROCEDURE.....	14
4.	TERM OF AGREEMENT AND CALL-OFF CONTRACTS	16
5.	THE SERVICES.....	16
6.	CHARGES	17
7.	PAYMENT PROCEDURES AND APPROVALS	17
8.	WARRANTIES AND OBLIGATIONS	19
9.	CONTRACTUAL MANAGEMENT	20
10.	SERVICE PROVIDER'S PERSONNEL	21
11.	SUB-CONTRACTING AND CHANGE OF OWNERSHIP	22
12.	CONFLICT OF INTEREST	24
13.	ACCESS TO PREMISES.....	25
14.	COMPLIANCE WITH POLICIES AND LAW	26
15.	LONDON LIVING WAGE	28
16.	CORRUPT GIFTS AND PAYMENT OF COMMISSION	30
17.	EQUIPMENT.....	30
18.	QUALITY AND BEST VALUE	31
19.	RECORDS, AUDIT AND INSPECTION.....	31
20.	SET-OFF	31
21.	INDEMNITY	32
22.	INSURANCE.....	32
23.	THE AUTHORITY'S DATA	33
24.	INTELLECTUAL PROPERTY RIGHTS	33
25.	PRIVACY, DATA PROTECTION AND CYBER SECURITY	34
26.	CONFIDENTIALITY AND ANNOUNCEMENTS.....	34
27.	FREEDOM OF INFORMATION AND TRANSPARENCY	35
28.	DISPUTE RESOLUTION	36
29.	BREACH AND TERMINATION OF AGREEMENT	37
30.	CONSEQUENCES OF TERMINATION OR EXPIRY	39
31.	DECLARATION OF INEFFECTIVENESS AND PUBLIC PROCUREMENT TERMINATION EVENT	40
32.	SURVIVAL	42
33.	RIGHTS OF THIRD PARTIES	43
34.	CONTRACT VARIATION.....	43
35.	NOVATION	43
36.	NON-WAIVER OF RIGHTS	44
37.	ILLEGALITY AND SEVERABILITY	44
38.	NOTICES	44
39.	ENTIRE AGREEMENT	44
40.	RELATIONSHIP OF THE PARTIES	45
41.	FURTHER ASSURANCE	45

42. GOVERNING LAW	45
SCHEDULE 1 - KEY AGREEMENT INFORMATION	47
SCHEDULE 2 - SPECIAL CONDITIONS OF AGREEMENT	48
SCHEDULE 3 - SERVICES	50
SCHEDULE 4 – RATES	51
SCHEDULE 5	53
SCHEDULE 5AREQUEST FORM(IDENTIFIED SERVICE PROVIDER)	53
SCHEDULE 6 - CALL-OFF CONTRACT TEMPLATE	101
SCHEDULE 7 - FORM FOR VARIATION	110
SCHEDULE 8 – CONTRACT QUALITY, ENVIRONMENTAL & SAFETY CONSIDERATIONS	112
SCHEDULE 9 – RE-TENDER COOPERATION	113
SCHEDULE 10	114

THIS AGREEMENT is made the 11th day of June 2024.

BETWEEN:

- (1) **Greater London Authority (GLA)**, a statutory corporation established by the Greater London Authority Act 1999, whose principal offices are at City Hall, Kamal Chunchie Way, London, E16 1ZE (***“the Contracting Authority”***); and
- (2) **Mott MacDonald Limited**, a company registered in England and Wales (Company Registration Number 01243967), whose registered office is at Mott Macdonald House, 8-10 Sydenham Road, Croydon, Surrey, CR0 2EE (***“the Service Provider”***).

RECITALS:

- A. The Parties wish to enter into a framework agreement which will enable an Authority, from time to time, to enter into a Call-Off Contract or a series of Call-Off Contracts with the Service Provider for some or all of the Services of the type described in Schedule 3.
- B. The terms and conditions of this Agreement shall apply to the Services to be provided by the Service Provider under any Call-Off Contract.
- C. This Agreement provides that the Greater London Authority or any Functional Bodies or any User Bodies may, if the Service Provider so agrees, contract with the Service Provider on the terms set out in this Agreement.

THE PARTIES AGREE THAT:

In consideration of the payment of five pounds (£5.00) by the Authority to the Service Provider (receipt of which the Service Provider acknowledges), it is agreed that:

1. Definitions and Interpretations

In the Agreement (including the Recitals):

1.1 unless the context indicates otherwise the following expressions shall have the following meanings:

“Affected Party”	has the meaning given to it in Clause 29.3;
“Agreement”	this framework agreement, including the Schedules and all other documents referred to in this Agreement;
“Agreement Commencement Date”	the date for commencement of this Agreement specified in Schedule 1;
“Agreement Reference Number”	the reference number for this Agreement as set out in Schedule 1;
“Authority”	the Contracting Authority or any Functional Body or any User Body utilising this Agreement;
“Authority Group”	The Authority in its own right and as holding company of all its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any “member of the Authority Group” shall refer to the Authority or any such subsidiary;
“Business Day”	any day excluding Saturdays, Sundays or public or bank holidays in England;
“Call-Off Contract”	a call-off contract in the form set out in Schedule 6 that has been executed by the Service Provider and the Authority, which incorporates this Agreement and includes any attachments and any documents expressly referred to in that Call-Off Contract;
“Call-Off Contract Number”	the reference number for a Call-Off Contract, as specified in the relevant Call-Off Contract;
“Call-Off Co-ordinator”	the person named as such in a Call-Off Contract or such other person as notified to the Service Provider by the Authority;

“Call-Off Term”	the duration of a Call-Off Contract, as set out in the relevant Call-Off Contract;
“Cessation Plan”	<p>a plan agreed between the Parties or determined by the Authority pursuant to Clause 31:</p> <ul style="list-style-type: none"> (a) to give effect to a Declaration of Ineffectiveness; or (b) to give effect to a Public Procurement Termination Event;
“Charges”	the charges payable by the Authority, in consideration of the due performance of the Services, as specified in or calculated in accordance with a Call-Off Contract;
“Confidential Information”	all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to an Authority (whether commercial, financial, technical or otherwise) including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Authority;
“Contract Information”	<ul style="list-style-type: none"> (i) the Agreement and any Call-Off Contract in their entirety (including from time to time agreed changes to the Agreement or to any Call-Off Contract); and (ii) data extracted from the invoices submitted pursuant to Clause 7 which shall consist of the Service Provider’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;
“Data Protection Legislation”	<p>means:</p> <ul style="list-style-type: none"> (a) any legislation in force from time to time in the United Kingdom relating to privacy and/or the

Processing of Personal Data,
including but not limited to the
Data Protection Act 2018;

(b) any statutory codes of practice
issued by the Information
Commissioner in relation to such
legislation; and

(c) the Privacy and Electronic
Communications (EC Directive)
Regulations 2003;

“Declaration of Ineffectiveness” a declaration of ineffectiveness in relation
to this Contract made by a Court of
competent jurisdiction pursuant to
Regulation 98 of the Public Contracts
Regulations 2015 or Regulation
113(2)(a) or 118(3) the Utilities Contracts
Regulations 2016;

“Force Majeure Event” any of the following: riot, civil unrest, war,
act of terrorism, threat or perceived threat
of act of terrorism, fire, earthquake,
extraordinary storm, flood, abnormal
weather conditions or other natural
catastrophe or strikes, lock-outs or other
industrial disputes to the extent that such
event has materially affected the ability of
the Affected Party to perform its
obligations in accordance with the terms
of this Agreement but excluding any such
event insofar as it arises from or is
attributable to the wilful act, omission or
negligence of the Affected Party or the
failure on the part of the Affected Party to
take reasonable precautions to prevent
such Force Majeure Event or its impact;

“Functional Body” has the meaning given in clause 3.9;

“Holding Company” any company which from time to time
directly or indirectly controls the Service
Provider as set out by section 1159 of the
Companies Act 2006;

“Insolvency Event” any of the following:

- (a) the Service Provider and/or the Holding Company making any voluntary arrangement with its creditors or becoming subject to an administration order;
- (b) a receiver, administrative receiver, manager, or administrator being appointed over all or part of the business of either or both of the Service Provider or the Holding Company;
- (c) the Service Provider applying to court for, or obtaining, a moratorium under Part A1 of the Insolvency Act 1986;
- (d) being a company, either or both of the Service Provider or the Holding Company having passed a resolution for its winding-up or being subject to a petition for its winding-up (except for the purposes of a voluntary amalgamation, reconstruction or other re-organisation without insolvency);
- (e) either or both the Service Provider or the Holding Company ceasing or threatening to cease to carry on its business for any reason or being unable to pay its debts within the meaning of the Insolvency Act 1986;
- (f) being an individual or firm, the Service Provider becoming bankrupt or dying;
- (g) being an individual or firm, the Service Provider's financial position deteriorating so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract are in jeopardy; or
- (h) any similar event to those in (a) to (g) above occurring in relation to either or both of the Service Provider or the Holding Company under the law of

any applicable jurisdiction for those purposes;

“Intellectual Property Rights”

any patent, know-how, trade mark or name, service mark, design right, utility model, copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world;

“Key Personnel”

the Service Provider’s key personnel named as such in Schedule 1 or any relevant Call-Off Contract;

“Losses”

all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and judgments;

“Milestone”

an event which is the completion of one or more of the specified activities as may be set out in the Project Plan;

“Parties”

the Authority and the Service Provider (including their successors and permitted assignees) and **“Party”** shall mean either of them as the case may be;

“PDF Invoices”

invoices in PDF (portable document format) format;

“Personal Data”

has the meaning given to it in the Data Protection Legislation;

“Premises”

any land or premises (including temporary buildings) owned or occupied by or on behalf of an Authority;

“Processing”	has the meaning given to it in the Data Protection Legislation;
“Project Plan”	the plan (if any) set out in a Call-Off Contract in relation to the performance and timing of the Services under a Call-Off Contract which may include Milestones;
“Procurement Manager”	the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Contracting Authority;
“Proposal”	the Service Provider’s offer to provide Services in response to a Request Form. A Proposal must include a draft Call-Off Contract signed by the Service Provider;
“Public Procurement Termination Event”	has the meaning given to it in Clause 31.7;
“Public Procurement Termination Grounds”	any one or more of the grounds described in either Regulation 73(1) of the Public Contracts Regulations 2015 or Regulation 89(1) of the Utilities Contracts Regulations 2016;
“Request Form”	a document produced by the Authority pursuant to Clause 3, setting out its request for a Proposal, which document shall be in the form set out in Schedule 5A or in such other form as may be notified to the Service Provider by the Authority from time to time;
“Required Date”	the date or dates on or by which each Milestone is required to be completed as set out in the Project Plan or, in the absence of any Milestones, the date or dates on or by which the Services are required to be provided as set out in the Project Plan;
“Service Provider Equipment”	the equipment and materials of whatsoever nature used by the Service Provider in providing the Services which do not themselves form part of the Services and in which title is not intended

	to pass to the Authority under any Call-Off Contract;
“Service Provider’s Manager”	the person who is identified as the Service Provider’s Manager in the Call-Off Contract for the relevant Services;
“Service Provider’s Personnel”	all such persons, including (without limitation) employees, officers, suppliers, sub-contractors and agents of the Service Provider as are engaged in the performance of any of the Services and including the Key Personnel;
“Services”	<p>(a) all or any part of the services to be provided to, or activities to be undertaken and completed for, the Authority by the Service Provider under a Call-Off Contract as detailed in such Call-Off Contract including any variations to such services and/or activities pursuant to Clause 34; and</p> <p>(b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Call-Off Contract;</p>
“Specification”	the specification and other requirements set out in Attachment 1 of the Call-Off Contract;
“Supply Chain Finance Option”	has the meaning given to it in paragraph 1 of Part B of Schedule 7;
“Term”	the period during which this Agreement continues in force as set out in Schedule 1;
“TfL”	Transport for London, a statutory corporation established under the Greater London Authority Act 1999;
“TfL Group”	TfL in its own right and as holding company of all its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and

reference to any **“member of the TfL Group”** shall refer to TfL or any such subsidiary;

“Transparency Commitment”

means the Authority’s commitment to publish its contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and the Authority’s own published transparency commitments; and

“User Body”

any of those bodies described in section VI.3 of the contract notice for Services GLA 82559 Zero Carbon Accelerator (ZCA) Single Supplier Framework Agreement published in the Find a Tender service 2024/S 000-001661 and which may be found at the following web link: <https://www.gov.uk/find-tender>

“VAT”

means value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature.

- 1.2 a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;
- 1.3 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of this Agreement;
- 1.4 a reference to any document other than as specified in Clause 1.3 and save as expressed otherwise shall be construed as a reference to the document as at the date of execution of this Agreement;
- 1.5 headings are included in the Agreement for ease of reference only and do not affect the interpretation or construction of the Agreement;
- 1.6 references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Agreement and any reference to a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule;
- 1.7 in the event, and only to the extent, of any conflict between the Clauses and the Schedules, the Clauses prevail, except where:

- 1.7.1 the conflicting part of the Schedule is explicitly expressed to take precedence; or
 - 1.7.2 the conflict is with a provision in Schedule 2 (Special Conditions of Agreement), in which case the provisions in Schedule 2 shall prevail; or
 - 1.7.3 the conflict is with a provision in Attachment 3 (Special Conditions of Call-Off Contract), in which case the provisions in Attachment 3 shall prevail;
- 1.8 except as otherwise expressly provided in any Call-Off Contract, and subject to Clause 1.7, if there is any inconsistency between any of these Clauses, the Schedules, any Call-Off Contract or any other document referred to in or incorporated into this Agreement or any Call-Off Contract, the order of priority for the purposes of construction is:
- 1.8.1 each Call-Off Contract;
 - 1.8.2 these Clauses;
 - 1.8.3 the Schedules;
 - 1.8.4 any other document referred to in or incorporated by reference into this Agreement or any Call-Off Contract;
- 1.9 the Schedules form part of the Agreement and will have the same force and effect as if expressly set out in the body of the Agreement;
- 1.10 the expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and
- 1.11 the words “including”, “includes” and “included” will be construed without limitation unless inconsistent with the context.

Framework Agreement

- 2.1 The purpose of this Agreement is to:
- 2.1.1 provide a mechanism whereby the Parties may enter into Call-Off Contracts;
 - 2.1.2 provide the framework to administer each Call-Off Contract; and
 - 2.1.3 set out the obligations of the Parties.
- 2.2 The Services that may be requested by an Authority and provided by the Service Provider are of the type described in Schedule 3 or as more

particularly described in each Call-Off Contract. The Authority's requirements may vary and this Agreement shall not place the Authority under any obligation to procure the Services from the Service Provider at a particular time or at all. This Agreement is not an exclusive arrangement and nothing in this Agreement shall operate to prevent the Authority from engaging any other organisations or persons to provide services similar to or the same as the Services.

- 2.3 Clause 3 sets out the procedure by which the Parties may enter into a Call-Off Contract. Each Call-Off Contract shall be a binding agreement on the Parties and shall incorporate the terms and conditions of this Agreement.
- 2.4 The Service Provider shall commence provision of the relevant Services in accordance with the Call-Off Contract. The Service Provider must not commence any Services without an agreed Call-Off Contract.
- 2.5 All Charges in respect of a Call-Off Contract shall be set out in the relevant Call-Off Contract and shall not exceed the rates set out in Schedule 4.

Call-Off Procedure

- 3.1 At any time during the duration of this Agreement, the Authority may identify Services which at its sole discretion it wishes to let under the terms of this Agreement.
- 3.2 As a single supplier framework, the Authority opts to appoint the Service Provider direct without the need for a mini-competition. The Authority will issue to the Service Provider a Request Form substantially in the form set out in Schedule 5A, specifying the Services to be provided, in which event:
 - 3.2.1 the Service Provider shall promptly confirm receipt of such Request Form;
 - 3.2.2 the Service Provider shall respond to the Request Form by completing a Proposal as an offer capable of acceptance, or by notifying the Authority in writing that it does not intend to submit a Proposal. The Service Provider shall so respond to the Authority by the date specified in the Request Form or, if no such date is specified, within 10 Business Days of receiving the Request Form, or by such other date as may be agreed with the Call-Off Co-ordinator. A Proposal must remain valid for at least 90 Business Days (or such other period as stated in the Request Form) from the date it is submitted to the Authority;
 - 3.2.3 after receipt of an acceptable Proposal, the Authority will forward to the Service Provider two copies of the Call-Off Contract. The Service Provider shall sign both copies and return the same to the Authority within 10 Business Days of receipt. The Call-Off Co-ordinator will arrange for both copies of the Call-Off Contracts to be

signed by the Authority and will send a completed signed Call-Off Contract to the Service Provider.

- 3.3 Not used.
- 3.4 Each Call-Off Contract shall be a binding agreement on the Parties and shall incorporate the terms and conditions of this Agreement, as may have been amended in such Call-Off Contract and such documentation shall together form a separate agreement between the parties.
- 3.5 A Request Form and anything prepared or discussed by the Authority shall constitute an invitation to treat and shall not constitute an offer capable of acceptance by the Service Provider. The Authority shall not be obliged to consider or accept any Proposal submitted by the Service Provider.
- 3.6 A draft Call-Off Contract shall only become a Call-Off Contract upon execution of the draft Call-Off Contract by the Authority.
- 3.7 The Authority is not obliged to approve or sign any Call-Off Contract.
- 3.8 Unless otherwise expressly agreed in writing with the Authority, the Service Provider shall not be entitled to charge under this Agreement for any work involved in any receipt and/or confirmation of any Request Form, and/or any response to any Request Form as contemplated in this Clause 3.
- 3.9 Subject to clauses 3.10 and 3.11, where reasonably requested to do so by (i) any of the Contracting Authority's other functional bodies (currently, TfL and TfL Group, the London Legacy Development Corporation, the Mayor's Office for Policing and Crime, the London Fire Commissioner and the Old Oak and Park Royal Development Corporation) ("**Functional Bodies**"); or (ii) any other User Body; and provided the Service Provider is willing to so contract, the Service Provider shall contract with the Functional Bodies or any other User Body.
- 3.10 Subject to clause 3.11, the Service Provider agrees that, where it enters into a Call-Off Contract with the Functional Bodies or any User Body, the terms of this Agreement shall automatically apply mutatis mutandis to such Call-Off Contract.
- 3.11 The Functional Bodies and any User Body cannot affect or amend this Agreement and each Call-Off Contract is specifically between the Service Provider and the relevant Functional Body or the relevant User Body, and the Contracting Authority shall in no way be liable for the relevant Functional Body's or the relevant User Body's obligations arising out of such Call-Off Contract.

Term of Agreement and Call-Off Contracts

- 4.1 This Agreement (but not a Call-Off Contract) commences on the Agreement Commencement Date and continues in force for the Term unless terminated earlier, either in whole or in part, in accordance with this Agreement.
- 4.2 Each Call-Off Term shall be set out in the relevant Call-Off Contract. Unless stated otherwise in a Call-Off Contract, the Call-Off Term and the Services provided pursuant to a Call-Off Contract may extend beyond the termination or expiry of this Agreement, in which case the provisions of this Agreement shall survive such expiry or termination to the extent that such provisions are relevant to any such Call-Off Contract.
- 4.3 A Call-Off Contract may expire or be terminated in accordance with its terms or Clause 29 but such expiry or termination shall not, in and of itself, give rise to an expiry or termination of any other Call-Off Contract or this Agreement.

The Services

- 5.1 The Service Provider:
 - 5.1.1 shall provide the Services specified in a Call-Off Contract to the Authority in accordance with this Agreement and the terms of the relevant Call-Off Contract;
 - 5.1.2 acknowledges that it has sufficient information about the Authority and the Specification and that it has made all appropriate and necessary enquiries to enable it to perform the Services in accordance with the relevant Call-Off Contract;
 - 5.1.3 shall neither be entitled to any additional payment nor excused from any obligation or liability under the Agreement or the terms of the relevant Call-Off Contract due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Specification or otherwise to the Agreement or relevant Call-Off Contract; and
 - 5.1.4 shall comply with all lawful and reasonable directions of the Authority relating to its performance of the Services under any Call-Off Contract.
- 5.2 Notwithstanding anything to the contrary in this Agreement, the Authority's discretion in carrying out its statutory duties shall not be fettered or otherwise constrained or affected by any provision of this Agreement or relevant Call-Off Contract.
- 5.3 The Service Provider shall provide the Services under each Call-Off Contract:

- 5.3.1 notwithstanding any other terms of this Agreement, with the reasonable degree of skill, care and diligence normally exercised by recognised professional firms or by skilled and experienced service providers providing services of a similar scope, type and complexity to the Services and with sufficient resources including project management resources;
 - 5.3.2 in conformance in all respects with the Specification;
 - 5.3.3 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner; and
 - 5.3.4 so that they are properly managed and monitored and shall immediately inform the Authority if any aspect of the Call-Off Contract is not being or is unable to be performed.
- 5.4 Where in the reasonable opinion of the Authority the Service Provider has failed to provide the Services or any part of them in accordance with this Agreement and/or the relevant Call-Off Contract, the Service Provider shall, without prejudice to any of the Authority's other rights, re-perform the Services or part thereof as requested by the Authority at no additional cost and within such period of time as reasonably specified by the Authority.

Charges

- 6.1 The Service Provider shall invoice the Authority in accordance with the procedures set out in Clause 7 and in consideration of, and subject to the due performance of the Services by the Service Provider in accordance with the relevant Call-Off Contract, the Authority shall pay the Service Provider the Charges in accordance with those procedures and any other terms and conditions of the relevant Call-Off Contract.
- 6.2 The Service Provider is not entitled to reimbursement for expenses unless such expenses are specified in a Call-Off Contract or have been incurred with the prior written consent of the Authority, in which case the Service Provider shall supply appropriate evidence of expenditure in a form acceptable to the Authority.
- 6.3 All Charges exclude any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate and in the manner for the time being prescribed by law on delivery of a valid VAT invoice.

Payment Procedures and Approvals

- 7.1 The Service Provider shall invoice the Authority in respect of the Charges:
- 7.1.1 monthly in arrears during the Call-Off Contract Term; or

- 7.1.2 at such dates or at the end of such other periods as may be specified in the relevant Call-Off Contract; or
 - 7.1.3 if specified in a Call-Off Contract, on completion of each Milestone. It is a condition precedent of the submission of an invoice on completion of a Milestone that all preceding Milestones specified in the relevant Call-Off Contract have been completed.
- 7.2 Unless otherwise set out in a Call-Off Contract, the Service Provider shall submit:
- 7.2.1 PDF Invoices via email to the email address set out in each Call-Off Contract and shall ensure that each PDF Invoice has a unique file reference and is a separate PDF file; or
 - 7.2.2 electronic invoices provided such electronic invoices comply with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870 as updated from time to time; and

each such invoice shall contain all information required by the Authority including the Agreement Number, relevant Call-Off Contract Number, SAP order number, the Authority's name, address and account details, the Service Provider's name, address and bank account details to which payment should be made, a separate calculation of VAT and a brief description of the Services provided. Invoices shall be clear, concise, accurate, and adequately descriptive to avoid delays in processing subsequent payment. PDF Invoices shall be taken and electronic invoices shall be taken to have been received as at the time of transmission.

- 7.3 In the event of a variation to the Services in accordance with this Agreement or the relevant Call-Off Contract that involves the payment of additional charges to the Service Provider, the Service Provider shall identify these separately on the relevant invoice.
- 7.4 The Authority shall consider and verify each invoice, which is submitted in accordance with this Clause 7, in a timely manner. If the Authority considers that the Charges claimed by the Service Provider in any invoice have under the relevant Call-Off Contract:
- 7.4.1 been correctly calculated and that such invoice is otherwise correct, the invoice shall be approved and payment shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose from time to time within 30 days of receipt of such invoice;
 - 7.4.2 not been calculated correctly and/or if the invoice contains any other error or inadequacy, the Authority shall notify the Service Provider and the Parties shall work together to resolve the error or inadequacy. Upon resolution, the Service Provider shall submit a revised invoice to the Authority.

The Authority shall not be entitled to treat any properly submitted invoice as disputed or incorrect solely due to its own undue delay in considering and verifying it.

- 7.5 No payment made by the Authority (including any final payment) or act or omission or approval by the Authority or Procurement Manager or Call-Off Co-ordinator (whether related to payment or otherwise) shall:

7.5.1 indicate or be taken to indicate the Authority's acceptance or approval of the Services or any part of them or any act or omission of the Service Provider, or otherwise prejudice any rights, powers or remedies which the Authority may have against the Service Provider, or absolve the Service Provider from any obligation or liability imposed on the Service Provider under this Agreement or a Call-Off Contract; or

7.5.2 prevent the Authority from recovering any amount overpaid or wrongfully paid including payments made to the Service Provider by mistake of law or fact. Without prejudice to Clause 20, the Authority shall be entitled to withhold such amount from any sums due or which may become due to the Service Provider or the Authority may recover such amount as a debt under this Agreement or a Call-Off Contract.

- 7.6 Except where otherwise provided in a Call-Off Contract, the Charges shall be inclusive of all costs of staff, facilities, equipment, materials and other expenses whatsoever incurred by the Service Provider in discharging its obligations under the Call-Off Contract.

- 7.7 Interest shall accrue at the rate of two percent (2%) above the base rate of the Bank of England from time to time on all sums due and payable under this Agreement or a Call-Off Contract from the due date until the date of actual payment (both before and after judgement). All such interest shall be calculated on the basis of the actual number of days elapsed, over a three hundred and sixty five (365) day year and compounded at monthly intervals. The Parties agree that this provision constitutes a substantial remedy for late payment of any sum payable under the Contract in accordance with s8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.

Warranties and Obligations

- 8.1 Without prejudice to any other warranties expressed elsewhere in this Agreement or implied by law, the Service Provider warrants, represents and undertakes that:

8.1.1 the Service Provider:

8.1.1.1 has full capacity and authority and all necessary licences, permits, permissions, powers and consents (including,

where its procedures so require, the consent of its Holding Company) to enter into and to perform the Agreement and any relevant Call-Off Contract; and

8.1.1.2 is aware of the purposes for which the Services are required and acknowledges that the Authority is reliant upon the Service Provider's expertise and knowledge in the provision of the Services; and

8.1.1.3 is entering into this Agreement and any relevant Call-Off Contract as principal and not as agent for any person and that it will act as an independent contractor in carrying out its obligations under this Agreement and any relevant Call-Off Contract;

8.1.2 the Agreement and Call-Off Contract is executed by a duly authorised representative of the Service Provider;

8.1.3 all materials, equipment and goods under the relevant Call-Off Contract or supplied by the Service Provider shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended), sound in design and in conformance in all respects with the Specification set out in the relevant Call-Off Contract; and

8.1.4 all documents, drawings, computer software and any other work prepared or developed by the Service Provider or supplied to the Authority under the relevant Call-Off Contract shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person.

8.2 Each warranty and obligation in this Clause 8 shall be construed as a separate warranty or obligation (as the case may be) and shall not be limited or restricted by reference to, or reference from, the terms of any other such warranty or obligation or any other term of this Agreement.

9. Contractual Management

9.1 The Contracting Authority authorises the Procurement Manager to act as the Contracting Authority's representative for all purposes of this Agreement and the Service Provider shall deal with the Procurement Manager (or his or her nominated representative) in respect of all matters arising under this Agreement, unless notified otherwise. The Authority will appoint a Call-Off Co-ordinator in respect of each Call-Off Contract in relation to matters arising under a Call-Off Contract, unless otherwise notified by the Authority.

9.2 The Service Provider's Manager shall act as the Service Provider's representative for all purposes of this Agreement. In respect of each Call-Off Contract, the Service Provider shall provide the Key Personnel. The Service Provider's Manager shall:

- 9.2.1 diligently supervise the performance of the Services;
 - 9.2.2 procure that for the Call-off Contracts that such Key Personnel are provided, the Key Personnel attend all contract meetings with the Authority (the location, frequency and time of which shall be specified by the Procurement Manager or the relevant Call-Off Co-ordinator from time to time);
 - 9.2.3 be available to the Authority to resolve any issues arising in connection with this Agreement or any relevant Call-Off Contract at such time periods as are specified in the relevant Call-Off Contract; and
 - 9.2.4 shall procure that for the Call-Off Contracts that such Key Personnel are provided, the Key Personnel are available to the Authority to resolve any issues arising at such time periods as are specified in the relevant Call-Off Contract.
- 9.3 The Service Provider may only make any changes to the Service Provider's Manager or Key Personnel detailed in Schedule 1 (except in the event of sickness, incapacity or resignation) with the prior consent of the Contracting Authority (which shall not be unreasonably withheld) or in respect of a Call-Off Contract with the prior consent of the relevant Authority (which shall not be unreasonably withheld).
- 9.4 No act of or omission by or approval from either the Authority, the Procurement Manager, or any Call-Off Co-ordinator in performing any of their respective duties under or in connection with this Agreement or relevant Call-Off Contract shall in any way operate to relieve the Service Provider of any its duties, responsibilities, obligations or liabilities under this Agreement and relevant Call-Off Contract.
- 9.5 The Service Provider shall comply with the reporting requirements set out in Schedule 10.

Service Provider's Personnel

- 10.1 The Parties agree that:
- 10.1.1 the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) do not apply on the Agreement Commencement Date or on the expiry or termination of this Agreement; and
 - 10.1.2 where the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) apply to any Call-off Contract, the relevant optional clauses will be included in the Call-Off Contract.
- 10.2 Nothing in this Agreement or any Call-Off Contract will render the Service Provider's Personnel, an employee, agent or partner of the Authority by virtue of the provision of the Services by the Service Provider under this

Agreement or Call-Off Contract and the Service Provider shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Service Provider's Personnel.

- 10.3 The Service Provider shall provide the Service Provider's Personnel as necessary for the proper and timely performance and management of the Services in accordance with the relevant Call-Off Contract. All Service Provider Personnel deployed on work relating to the Call-Off Contract shall have the appropriate qualifications and competence, be properly managed and supervised and in these and any other respects be acceptable to the Authority.
- 10.4 Without prejudice to any of the Authority's other rights, powers or remedies, the Authority may (without liability to the Service Provider) deny access to such Service Provider's Personnel to any Premises and/or require that any Service Provider's Personnel be immediately removed from performing the Services if such Service Provider's Personnel in the Authority's view have not been properly trained in any way required by a relevant Call-Off Contract, are otherwise incompetent, negligent, guilty of misconduct or could be a danger to any person. The Authority shall notify the Service Provider of such denial and/or requirement in writing and the Service Provider shall comply with such notice and provide a suitable replacement (with the Call-Off Co-ordinator's prior consent in the case of Key Personnel).
- 10.5 The Service Provider shall give an Authority, if so requested, full particulars of all persons who are or may be at any time employed on the relevant Call-Off Contract and shall take all reasonable steps to avoid changes to any of its staff designated as Key Personnel. The Service Provider shall give the Authority reasonable notice of any proposals to change Key Personnel and Clause 10.2 shall apply to the proposed replacement personnel.
- 10.6 The Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all Losses which the Authority or the TfL Group incur or suffer in relation to the Service Provider's Personnel or any person who may allege to be the same (whenever such Losses may arise) or any failure by the Service Provider to comply with Clause 10.4.
- 10.7 The Service Provider shall pay to the Service Provider's Personnel not less than the amounts declared to the Authority (if any) as part of the tender process for this Agreement and the relevant Call-Off Contract and not less than the amounts to which the Service Provider's Personnel are contractually entitled.

Sub-Contracting and Change of Ownership

- 11.1 The Service Provider shall not assign or sub-contract all or any part of the Services without the prior written consent of the Authority which may be refused or granted subject to such conditions as the Authority sees fit.

- 11.2 Where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall:
- 11.2.1 ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under the relevant Call-Off Contract insofar as they relate to the Services or part of them (as the case may be) which that sub-contractor is required to provide;
 - 11.2.2 be responsible for payments to that person; and
 - 11.2.3 remain solely responsible and liable to the Authority for any breach of the relevant Call-Off Contract or any performance, non-performance, part-performance or delay in performance of any of the Services by any sub-contractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Service Provider;
 - 11.2.4 on or before the Agreement Commencement Date notify the Contracting Authority in writing of the name, contact details and details of the legal representatives of any such sub-contractor (of any tier), to the extent that such information has not already been provided by the Service Provider to the Contracting Authority under the Agreement;
 - 11.2.5 promptly notify the Authority in writing of any change to the information notified under Clause 11.2.4 and provide in writing the name, contact details and details of the legal representatives of each such sub-contractor (of any tier) who is engaged after the Agreement Commencement Date;
 - 11.2.6 without prejudice to the provisions of Clause 15, ensure compliance with the Bribery Act 2010, the Criminal Finances Act 2017 and any guidance issued by the Secretary of State under it when appointing any such sub-contractor;
 - 11.2.7 include a term in each sub-contract (of any tier):
 - 11.2.7.1 requiring payment to be made by the Service Provider, or (in respect of a sub-contract below the first tier) the payer under the relevant subcontract, to the sub-contractor within a specified period not exceeding 30 days from receipt of a valid and undisputed invoice as defined by the sub-contract requirements;
 - 11.2.7.2 a requirement that any invoices for payment submitted by the sub-contractor are considered and verified by the Service Provider, or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract, in a timely manner and that any undue delay in doing so shall not in itself be sufficient justification for failing to

treat an invoice as being valid and undisputed under the sub-contract requirements; and

11.2.7.3 entitling the Service Provider or (in respect of a sub-contract below the first tier) the payer under the relevant subcontract to terminate that sub-contract if the relevant sub-contractor fails to comply in the performance of its contract with legal obligations in the fields of environmental, social or labour law; and

11.2.7.4 a requirement that the sub-contractor includes a provision having the same effect as Clause 11.2.7.3 above in any sub-contract it awards.

11.3 The Service Provider shall give notice to the Authority within 10 Business Days where:

11.3.1 there is any change in the ownership of the Service Provider where such change relates to 50% or more of the issued share capital of the Service Provider; and

11.3.2 there is any change in the ownership of the Holding Company where such change relates to 50% or more of the issued share capital of the Holding Company, and

11.3.3 (in the case of an unincorporated Service Provider) give notice to the Authority if there is any change in the management personnel of the Service Provider, which alone or taken with any other change in management personnel not previously notified to the Authority, equates to a change in the identity of 50% or more of the management personnel of the Service Provider.

Upon the occurrence of any of the events referred to at Clauses 11.3.1 – 11.3.3 above, the Contracting Authority shall have the right to terminate the Agreement and the relevant Authority shall have the right to terminate the relevant Call-Off Contract.

Conflict of Interest

12.1 The Service Provider warrants that it does not and will not have any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services or the Contracting Authority or any member of the TfL Group, save to the extent fully disclosed to and approved by the Contracting Authority and the relevant Authority under the relevant Call-Off Contract.

12.2 The Service Provider shall check for any conflict of interest at regular intervals throughout the Term and in any event not less than once in every six months and before starting work under a Call-Off Contract, and shall notify the Contracting Authority and the relevant Authority under the relevant Call-Off Contract in writing immediately upon becoming aware of any actual

or potential conflict of interest with the Services or the Contracting Authority or any member of the TfL Group or the relevant Authority under the relevant Call-Off Contract and shall work with the Contracting Authority and the relevant Authority to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to the Contracting Authority's and the relevant Authority's satisfaction, provided that, where the Contracting Authority is not so satisfied, it may terminate this Agreement and where the relevant Authority is not so satisfied, the Authority may terminate the Authority's relevant Call-Off Contracts affected by the conflict of interest in accordance with Clause 29.1.4.

Access to Premises

- 13.1 Subject to Clause 10.4 any access to any Premises made available to the Service Provider in connection with the proper performance of the Call-Off Contract shall be free of charge and shall be used by the Service Provider solely for the purpose of performing the Services during the Call-Off Contract Term, for the avoidance of doubt, the Service Provider shall be responsible for its own costs of travel including either or both of any congestion charging or low emission zone charging. The Service Provider shall:
- 13.1.1 have the use of such Premises as licensee and shall not have or purport to claim any sole or exclusive right to possession or to possession of any particular part of such Premises;
 - 13.1.2 vacate such Premises upon the termination or expiry of the relevant Call-Off Contract or at such earlier date as the Authority may determine;
 - 13.1.3 not exercise or purport to exercise any rights in respect of any Premises in excess of those granted under this Clause 13.1;
 - 13.1.4 ensure that the Service Provider's Personnel carry any identity passes issued to them by the Authority at all relevant times and comply with the Authority's security procedures as may be notified by the Authority from time to time; and
 - 13.1.5 not damage the Premises or any assets on the Premises.
- 13.2 Nothing in this Clause 13 shall create or be deemed to create the relationship of landlord and tenant in respect of any Premises between the Service Provider and the Authority.
- 13.3 The Authority shall be under no obligation to provide office or other accommodation or facilities or services (including telephony and IT services) to the Service Provider except as may be specified in any Call-Off Contract.

Compliance with Policies and Law

14.1 The Service Provider, at no additional cost to the Authority:

- 14.1.1 undertakes to procure that all the Service Provider's Personnel comply with all of the Authority's policies and standards that are relevant to the performance of the Services, including the provisions set out in Schedule 8 and those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by the Authority for personnel working at Premises or accessing the Authority's computer systems. The Authority shall provide the Service Provider with copies of such policies and standards on request;
- 14.1.2 shall provide the Services in compliance with and shall ensure that the Service Provider's Personnel comply with all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), bye-laws, treaties and other regulatory requirements relevant to either or both of the Service Provider's business or the Authority's business, from time to time in force which are or may become applicable to the Services. The Service Provider shall promptly notify the Authority if the Service Provider is required to make any change to the Services for the purposes of complying with its obligations under this Clause 14.1.2;
- 14.1.3 without limiting the generality of Clause 14.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
- 14.1.4 acknowledges that the Contracting Authority is (and the Authority may be) under a duty under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex, marital or civil partnership status, race, sexual orientation, religion or belief, age, pregnancy or maternity, gender reassignment or disability (a "**Relevant Protected Characteristic**") (as the case may be) and to promote equality of opportunity between persons who share a Relevant Protected Characteristic and persons who do not share it. In providing the Services, the Service Provider shall assist and cooperate with the Authority where possible in satisfying this duty;
- 14.1.5 where possible, shall provide the Services in such a manner as to:
 - 14.1.5.1 promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;

- 14.1.5.2 eliminate unlawful discrimination; and
- 14.1.5.3 promote good relations between persons of different racial groups, religious beliefs and sexual orientation;
- 14.1.6 where applicable and without limiting the generality of Clause 14.1.2, shall comply with the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under it;
- 14.1.7 without prejudice to any other provision of this Clause 14.1 or the Schedules, shall comply with any provisions set out in the Schedules that relate to traffic management and shall comply with the reasonable instructions of TfL's Traffic Manager as may be made available to the Service Provider from time to time. For the purposes of this Clause 14.1.7, "Traffic Manager" means TfL's traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004; and
- 14.1.8 shall promptly notify the Service Provider's Personnel and the Authority of any health and safety hazards that exist or may arise in connection with the performance of the Services.

In all cases, the costs of compliance with this Clause 14.1 shall be borne by the Service Provider.

- 14.2 Without prejudice to Clause 14.1, the Service Provider shall comply with the Authority's workplace harassment policy as updated from time to time (copies of which are available on request from the Authority) and with the Contracting Authority's Code of Conduct (which is available on the Contracting Authority's website <http://www.london.gov.uk/about-us/governance-and-spending/good-governance/high-standards-conduct>).
- 14.3 In providing the Services, the Service Provider shall with reasonable skill and care, (taking into account available techniques not entailing excessive cost and practicable means of preventing, or counteracting the effects of any noise or vibration) have appropriate regard (insofar as the Service Provider's activities may impact on the environment) to the need to:
 - 14.3.1 preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;
 - 14.3.2 enhance the environment and have regard to the desirability of achieving sustainable development;
 - 14.3.3 conserve and safeguard flora, fauna and geological or physiological features of special interest; and
 - 14.3.4 sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

15. London Living Wage

15.1 For the purposes of this Clause 15, the following expressions have the corresponding meanings:

“CCSL”	the Centre for Civil Society Limited or any relevant replacement organisation as notified by the Authority from time to time;
“London Living Wage”	the London rate for the basic hourly wage as updated and published annually by the CCSL (or any relevant replacement organisation) on its website (www.livingwage.org.uk);
“Sub-contractor”	a sub-contractor (of any tier) of the Service Provider;
“UK Living Wage”	The national rate for the basic hourly wage as updated and published annually by the CCSL (or any replacement organisation) on its website (www.livingwage.org.uk).

15.2 The Service Provider acknowledges and agrees that the Mayor of London pursuant to section 155 of the Greater London Authority Act 1999 has directed that members of the Contracting Authority and any Functional Body ensure that the London Living Wage be paid to anyone engaged by any member of the Contracting Authority and any Functional Body who is required to discharge contractual obligations (whether as a direct contractor or a sub-contractor (of any tier) of that direct contractor) on the estate of the Contracting Authority or any Functional Body in the circumstances set out in Clause 15.3.1.

15.3 Without prejudice to any other provision of this Agreement and any Call-Off Contract, the Service Provider shall:

15.3.1 ensure that its employees and procure that the employees of its Sub-contractors engaged in the provision of the Services:

15.3.1.1 for two (2) or more hours of work in any given day in a week, for eight (8) or more consecutive weeks in a year; and

15.3.1.2 on the Authority's estate including (without limitation) premises and land owned or occupied by the Authority,

be paid an hourly wage (or equivalent of an hourly wage) equivalent to or greater than (a) the London Living Wage where the Authority's estate is located in Greater London; and (b) the UK Living Wage where the Authority's estate is located outside of Greater London;

15.3.2 ensure that none of:

15.3.2.1 its employees; nor

15.3.2.2 the employees of its Sub-contractors;

engaged in the provision of the Services be paid less than the amount to which they are entitled in their respective contracts of employment;

15.3.3 provide to the Authority such information concerning the London Living Wage and UK Living Wage as the Authority or its nominees may reasonably require from time to time, including (without limitation):

15.3.3.1 all information necessary for the Authority to confirm that the Service Provider is complying with its obligations under Clause 15; and

15.3.3.2 reasonable evidence that Clause 15.3.1 has been implemented;

15.3.4 disseminate on behalf of the Authority to:

15.3.4.1 its employees; and

15.3.4.2 the employees of its Sub-contractors;

engaged in the provision of the Services such perception questionnaires as the Authority may reasonably require from time to time and promptly collate and return to the Authority responses to such questionnaires; and

15.3.5 cooperate and provide all reasonable assistance in monitoring the effect of the London Living Wage and UK Living Wage including (without limitation):

15.3.5.1 allowing the CCSL to contact and meet with the Service Provider's employees and any trade unions representing the Service Provider's employees;

15.3.5.2 procuring that the Service Provider's Sub-contractors allow the CCSL to contact and meet with the Sub-contractors' employees and any trade unions representing the Sub-contractors' employees,

in order to establish that the obligations in Clause 15.3.1 have been complied with.

- 15.4 For the avoidance of doubt the Service Provider shall:
- 15.4.1 implement the annual increase in the rate of the London Living Wage and UK Living Wage; and
 - 15.4.2 procure that its Sub-contractors implement the annual increase in the rate of the London Living Wage and UK Living Wage,
- on or before 1 April in the year following the publication of the increased rate of the London Living Wage and UK Living Wage.
- 15.5 The Authority reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage and UK Living Wage to the Service Provider's staff and the staff of its Sub-contractors.
- 15.6 Without limiting the Authority's rights under any other termination provision in this Agreement or any Call-Off Contract, the Service Provider shall remedy any breach of the provisions of this Clause 15 within four (4) weeks' notice of the same from the Authority (the "**Notice Period**"). If the Service Provider remains in breach of the provisions of this Clause 15 following the Notice Period, the Authority may by written notice to the Service Provider immediately terminate this Agreement and/or any Call-Off Contract.

16. Corrupt Gifts and Payment of Commission

The Service Provider shall not, and shall ensure that its employees, agents and sub-contractors do not, pay any commission, fees or grant any rebates to any employee, officer or agent of the Authority or any member of the TfL Group nor favour any employee, officer or agent of the Authority or any member of the TfL Group with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of the Authority or any member of the TfL Group other than as a representative of the Authority, without the Authority's prior written approval.

17. Equipment

- 17.1 Risk in:
- 17.1.1 all Service Provider Equipment shall be with the Service Provider at all times; and
 - 17.1.2 all other equipment and materials forming part of the Services (title to which will pass to the Authority) ("**Materials**") shall be with the Service Provider at all times until completion of the Services in accordance with the relevant Call-Off Contract,
- regardless of whether or not the Service Provider's Equipment and Materials are located at Premises:

- 17.2 The Service Provider shall ensure that all Service Provider's Equipment and all Materials meet all minimum safety standards required from time to time by law.

18. Quality and Best Value

The Service Provider acknowledges that the Authority may be a best value authority for the purposes of the Local Government Act 1999 and as such the Authority may be required to make arrangements to secure continuous improvement in the way it exercises its functions, (having regard to a combination of economy, efficiency and effectiveness), and as such, the Service Provider shall, where reasonably requested by an Authority, participate in any relevant best value review.

19. Records, Audit and Inspection

- 19.1 The Service Provider shall, and shall procure that its sub-contractors shall:

19.1.1 maintain a complete and correct set of records pertaining to all activities relating to the performance of the Services and the Service Provider's obligations under this Agreement and the relevant Call-Off Contract and all transactions entered into by the Service Provider for the purposes of this Agreement and the relevant Call-Off Contract (including time-sheets for the Service Provider's Personnel where such records are material to the calculation of the Charges) ("**Records**"); and

19.1.2 retain all Records during the Term and Call-Off Term and for a period of not less than 6 years (or such longer period as may be required by law), except Records containing Personal Data (as defined in Data Protection Legislation) which shall only be retained for as long as necessary following termination or expiry of this Agreement or relevant Call-Off Contract ("**Retention Period**").

- 19.2 An Authority and any person nominated by the Authority has the right to audit any and all Records relating to the Authority's Call-Off Contracts at any time during the Retention Period on giving to the Service Provider what the Authority considers to be reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Service Provider's performance of the Services relating to the Authority's Call-Off Contracts (including compliance with Clause 14.1) and the Service Provider shall give all reasonable assistance to the Authority or its nominee in conducting such inspection, including making available documents and staff for interview.

20. Set-Off

All damages, costs, charges, expenses, debts, sums or other amounts owing (contingently or otherwise) to or incurred by the Authority arising out of or attributable to this Agreement or any other contract between the Contracting Authority and the Service Provider may be deducted by the

Authority from monies due or which may become due to the Service Provider under this Agreement or under any other contract with any member of the TfL Group who may recover such amount as a debt.

21. Indemnity

- 21.1 Subject to Clause 21.2, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless the Authority (including their respective employees, sub-contractors and agents) (the “**Indemnified Party**”) against all Losses which the Indemnified Party incurs or suffers as a consequence of any direct or indirect breach or any negligent performance of this Agreement or any relevant Call-Off Contract by the Service Provider (or any of its employees, agents or sub-contractors) (including in each case any non-performance or delay in performance of this Agreement) or of any breach of statutory duty, misrepresentation or misstatement by the Service Provider (or any of its employees or sub-contractors).
- 21.2 The Service Provider is not responsible for and shall not indemnify the Indemnified Party for any Losses to the extent that such Losses are caused by any breach or negligent performance of any of its obligations under this Agreement or Call-Off Contract by the Authority including by any of their respective employees or agents.

22. Insurance

- 22.1 Unless stated otherwise in the Call-Off Contract, the Service Provider will at its sole cost maintain employer’s liability insurance cover as required by law and insurance cover in the sum of £10 million per claim in respect of the following to cover the Services (the “**Insurances**”) and will ensure that any public liability, product liability or employer’s liability insurance includes an Indemnity to principal clause:
- 22.1.1 public liability to cover injury and loss to third parties in the sum of £10 million per occurrence;
- 22.1.2 not used;
- 22.1.3 product liability; and
- 22.1.4 professional indemnity in the sum of £5 million per claim and in the aggregate per annum for the duration of the Framework Agreement and six (6) years after the expiry or termination of any Call-Off Contract or, where professional indemnity insurance is not available, a “financial loss” extension to the product liability insurance referred to in Clause 22.1.3 or, if applicable, the public liability insurance referred to in Clause 22.1.1. Any professional indemnity insurance or “financial loss” extension shall be renewed for a period of 6 years (or such other period as the Authority may stipulate) following the expiry or termination of the Agreement or relevant Call-Off Contract.

- 22.2 The insurance cover will be maintained with a reputable insurer.
- 22.3 The Service Provider will produce evidence to the Contracting Authority and or the Authority on reasonable request of the insurance policies set out in Clause 22.1.
- 22.4 The Service Provider warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in Clause 22.1 being or becoming void, voidable or unenforceable.
- 22.5 In the event that any of the Insurances are cancelled or not renewed, the Service Provider shall immediately notify the Authority and shall at its own cost arrange alternative Insurances with an insurer or insurers acceptable to the Authority.

23. The Authority's Data

- 23.1 The Service Provider acknowledges the Authority's ownership of Intellectual Property Rights which may subsist in the Authority's data. The Service Provider shall not delete or remove any copyright notices contained within or relating to the Authority's data.
- 23.2 The Service Provider and the Authority shall each take reasonable precautions (having regard to the nature of their other respective obligations under this Agreement) to preserve the integrity of the Authority's data and to prevent any corruption or loss of the Authority's data.

24. Intellectual Property Rights

- 24.1 The Service Provider hereby assigns with full title guarantee to the Authority all Intellectual Property Rights in all documents, drawings, computer software and any other work prepared or developed by or on behalf of the Service Provider in the provision of the Services (the "**Products**") provided that such assignment shall not include items not prepared or developed for the purposes of the relevant Call-Off Contract.
- 24.2 The Service Provider shall provide the Authority with copies of all materials relied upon or referred to in the creation of the Products together with a perpetual, irrevocable, royalty-free and transferable licence free of charge (including the right to sub-licence) to use such materials in connection with the use of the Products.
- 24.3 The Service Provider shall have no right (save where expressly permitted under the Call-Off Contract or with the Authority's prior written consent) to use any trade marks, trade names, logos or other Intellectual Property Rights of the Authority.
- 24.4 The Service Provider shall ensure that all royalties, licence fees or similar expenses in respect of all Intellectual Property Rights used in connection

with the Call-Off Contract have been paid and are included within the Charges.

25. Privacy, Data Protection and Cyber Security

- 25.1 The Service Provider shall comply with all of its obligations under Data Protection Legislation and, if Processing Personal Data on behalf of the Authority, shall only carry out such Processing for the purposes of providing the Services in accordance with this Agreement, any relevant Call-Off Contract and Schedule 2.
- 25.2 The Service Provider must follow the 10 Steps to Cyber Security issued by the National Cyber Security Centre.

26. Confidentiality and Announcements

- 26.1 Subject to Clause 27, the Service Provider will keep confidential:
- 26.1.1 the terms of this Agreement and all Call-Off Contracts; and
 - 26.1.2 any and all Confidential Information that it may acquire in relation to the Authority.
- 26.2 The Service Provider will not use the Authority's Confidential Information for any purpose other than to perform its obligations under this Agreement and any Call-Off Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 26.1.
- 26.3 The obligations on the Service Provider set out in Clause 26.1 will not apply to any Confidential Information which:
- 26.3.1 either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 26); or
 - 26.3.2 a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or
 - 26.3.3 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and sub-contractors.
- 26.4 The Service Provider shall keep secure all materials containing any information in relation to the Agreement or to any Call-Off Contract and its performance.

- 26.5 The Service Provider shall not communicate with representatives of the general or technical press, radio, television, social media or other communications media in relation to the existence of the Agreement or any Call-Off Contract or that it is providing the Services to the Authority or in relation to any matter under or arising from the Agreement or any Call-Off Contract unless specifically granted permission to do so in writing by the Authority. The Authority shall have the right to approve any announcement before it is made.
- 26.6 The provisions of this Clause 26 will survive any termination of this Agreement or Call-Off Contract for a period of 6 years from termination.

27. Freedom of Information and Transparency

- 27.1 For the purposes of this Clause 27:

27.1.1 **“FOI Legislation”** means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them; and any guidance or statutory codes of practice issued by the Information Commissioner, the Ministry for Justice, or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

27.1.2 **“Information”** means information recorded in any form held by the Authority or by the Service Provider on behalf of the Authority; and

27.1.3 **“Information Access Request”** means a request for any Information under the FOI Legislation.

- 27.2 The Service Provider acknowledges that the Authority:

27.2.1 is subject to the FOI Legislation and agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and

27.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider.

- 27.3 Without prejudice to the generality of Clause 27.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:

27.3.1 transfer to the Procurement Manager (or such other person as may be notified by the Authority to the Service Provider) each Information Access Request relevant to this Agreement or a Call-Off Contract, the Services or an Authority that it or they (as the case may be) receive as soon as practicable and in any event within two (2) Business Days of receiving such Information Access Request; and

- 27.3.2 in relation to Information held by the Service Provider on behalf of the Authority, provide the Authority with details about and/or copies of all such Information that the Authority requests and such details and/or copies shall be provided within five (5) Business Days of a request from the Authority (or such other period as the Authority may reasonably specify), and in such forms as the Authority may reasonably specify.
- 27.4 The Authority shall be responsible for determining whether Information is exempt information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Access Request in accordance with the FOI Legislation.
- 27.5 The Service Provider shall not itself respond to any person making an Information Access Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.
- 27.6 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 26.1 and Clause 27, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.
- 27.7 The Authority may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation.
- 27.8 The Authority may in its absolute discretion consult with the Service Provider regarding any redactions to the Contract Information to be published pursuant to Clause 27.6. The Authority shall make the final decision regarding publication and/or redaction of the Contract Information.

28. Dispute Resolution

- 28.1 The Authority and the Service Provider shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to this Agreement or any relevant Call-Off Contract ("**Dispute**") before resorting to litigation.
- 28.2 If the Dispute is not settled through discussion between the Procurement Manager or in relation to a Call-Off Contract the relevant Call-Off Co-ordinator and a representative of the Service Provider within a period of seven (7) Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) ("**Senior Personnel**") of each of the Parties for resolution.
- 28.3 If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, the Parties shall attempt in good faith to resolve the Dispute through entry into a structured mediation or negotiation with the assistance of a mediator. Either Party may give notice to the other Party

(“**Notice**”) to commence such process and the Notice shall identify one or more proposed mediators.

- 28.4 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution (“**CEDR**”) in London to appoint a mediator. The costs of that mediator shall be divided equally between the Parties or as the Parties may otherwise agree in writing.
- 28.5 Where a dispute is referred to mediation under Clause 28.3, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.
- 28.6 If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties’ authorised representatives, shall be final and binding on the Parties.
- 28.7 If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within 40 Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 42.
- 28.8 For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Call-Off Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 28.
- 28.9 Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 28 shall not apply in respect of any circumstances where such remedies are sought.

29. Breach and Termination of Agreement

- 29.1 Without prejudice to the Authority’s right to terminate at common law, the Contracting Authority may terminate this Agreement and the Contracting Authority or the Authority may terminate any current Call-Off Contract immediately upon giving notice to the Service Provider if:
 - 29.1.1 in addition and without prejudice to Clauses 29.1.2 to 29.1.6 (inclusive), the Service Provider has committed any material or persistent breach of this Agreement (in the case of the Contracting Authority) or Call-Off Contract (in the case of the Contracting Authority and or the Authority) and in the case of such a breach that is capable of remedy fails to remedy that breach within 10 Business Days (or such other timeframe as specified in writing by the Authority) from the date of written notice to the Service Provider giving details of the breach and requiring it to be remedied; or

- 29.1.2 the Service Provider is subject to an Insolvency Event; or
 - 29.1.3 in the event that there is a change of ownership referred to in Clause 11.3 or the Service Provider is in breach of Clause 11.3; or
 - 29.1.4 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 12; or
 - 29.1.5 the Service Provider or any of its officers, employees or agents commits any act of bribery or other offence described in the Bribery Act 2010 and/or the Criminal Finances Act 2017; or
 - 29.1.6 the Service Provider commits any of the money laundering related offences listed in the Public Contracts Regulations 2015; or
 - 29.1.7 the Service Provider fails to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law.
- 29.2 Without prejudice to any of the Contracting Authority's and/or the Authority's other rights, powers or remedies (whether under this Agreement or otherwise) if the Service Provider is in breach of any of its warranties and/or obligations under Clause 8 and/or any of its other obligations in respect of the Services under this Agreement or Call-Off Contract, the Service Provider shall, if required to do so by the Contracting Authority and/or Authority, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and/or obligations. Nothing in this Clause 29.2 shall prevent the Contracting Authority and/or Authority from procuring the provision of any Services or any remedial action in respect of any Services from an alternative service provider and, where the Contracting Authority and/or Authority so procures any Services or any remedial action, the Contracting Authority and/or Authority shall be entitled to recover from the Service Provider all additional cost, loss and expense incurred by the Contracting Authority and/or Authority and attributable to the Contracting Authority and/or Authority procuring such Services or remedial action from such alternative contractor.
- 29.3 Neither Party shall be deemed to be in breach of the relevant Call-Off Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the relevant Call-Off Contract to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event has continued for more than 8 weeks from the date on which that Force Majeure Event first arose and is having a material adverse effect on either Party's performance of its obligations under the relevant Call-Off Contract (the "**Affected Party**") then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event ("**Innocent Party**") may terminate the Call-Off Contract immediately upon giving notice to the Affected Party. If the Call-Off Contract is terminated in accordance with this Clause 29.3 then without prejudice to any rights and liabilities which accrued prior to

termination the Affected Party shall not be liable to the Innocent Party by reason of such termination.

- 29.4 Without prejudice to the Contracting Authority's right to terminate this Agreement or Contracting Authority's and/or Authority's right to terminate the relevant Call-Off Contract under Clause 29.1 or to terminate at common law, the Contracting Authority may terminate this Agreement or the Contracting Authority and/or the Authority may terminate any Call-Off Contract at any time without cause subject to giving the Service Provider written notice of the period specified in Schedule 1, provided that this Clause 29.4 may be disapplied by notice to that effect in Schedule 1.
- 29.5 To the extent that the Contracting Authority has a right to terminate this Agreement or the Contracting Authority and/or Authority the relevant Call-Off Contract under this Clause 29 then, as an alternative to termination, the Authority may by giving notice to the Service Provider require the Service Provider to provide part only of the Services with effect from the date specified in the Authority's notice ("**Change Date**") whereupon the provision of the remainder of the Services will cease and the definition of "the Services" shall be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in the Contracting Authority's and/or the Authority's opinion a proportionate adjustment would not be reasonable in such manner as the Contracting Authority and/or Authority may determine.

30. Consequences of Termination or Expiry

- 30.1 Notwithstanding the provisions of Clause 26, wherever an Authority chooses to put out to tender for a replacement service provider some or all of the Services, the Service Provider shall disclose to tenderers such information concerning the Services as the Authority may require for the purposes of such tender and shall also comply with all requirements as are set out at Schedule 9. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.
- 30.2 The termination or expiry of this Agreement shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry.
- 30.3 Upon expiry or termination of this Agreement or relevant Call-Off Contract (howsoever caused):
- 30.3.1 the Service Provider shall, at no further cost to the Authority:
- 30.3.1.1 take all such steps as shall be necessary to agree with the Authority a plan for the orderly handover of Services to the Authority (or its nominee), such that the Services can be carried on with the minimum of interruption and inconvenience to the Authority and to effect such handover; and

30.3.1.2 on receipt of the Authority's written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks.

30.3.2 the Authority shall (subject to Clauses 20, 30.1 and 30.4 and the provisions of any security for due performance supplied by the Service Provider) pay the Service Provider any Charges remaining due in relation to any Services properly performed in accordance with the relevant Call-Off Contract up to the date of termination or expiry calculated so far as is possible in accordance with the rules set out in the Call-Off Contract or otherwise reasonably determined by the Authority.

30.4 On termination of this Agreement and any relevant Call-Off Contract under Clause 29.1 or a cessation of any Services under Clause 29.4 (but in the case of the latter only insofar as the right to cease any Services arises as a result of a right for the Authority to terminate under Clause 29.1), the Authority may enter into any agreement with any third party or parties as the Authority thinks fit to provide any or all of the Services and the Service Provider shall be liable for all additional expenditure reasonably incurred by the Authority in having such services carried out and all other costs and damages reasonably incurred by the Authority in consequence of such termination. The Authority may deduct such costs from the Charges or otherwise recover such costs from the Service Provider as a debt.

31 Declaration of Ineffectiveness and Public Procurement Termination Event

31.1 In the event that a court makes a Declaration of Ineffectiveness, the Authority shall promptly notify the Service Provider. The Parties agree that the provisions of Clause 30 and Clauses 31.1, 31.2, 31.4 to 31.6 (inclusive) and 31.12 shall apply as from the time when the Declaration of Ineffectiveness is made. The provisions of Clause 30.4 shall apply (*mutatis mutandis*) as if (for this purpose and no other) the notice of Declaration of Ineffectiveness was a notice by the Authority to terminate the Call-Off Contract under Clause 30.4.

31.2 The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Declaration of Ineffectiveness in respect of the period prior to the Declaration of Ineffectiveness, save as otherwise expressly provided to the contrary in Clauses 31.1 to 31.6 inclusive.

31.3 During any court proceedings seeking a Declaration of Ineffectiveness, the Authority may require the Service Provider to prepare a Cessation Plan in accordance with this Clause 31.3 by issuing a notice in writing. As from the date of receipt by the Service Provider of such notification from the Authority, the Parties (acting reasonably and in good faith) shall agree or, in the

absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:

31.3.1 an orderly and efficient cessation of the Services or (at the Authority's request) a transition of the Services to the Authority or such other entity as the Authority may specify; and

31.3.2 minimal disruption or inconvenience to the Authority or to customers of the Services or to public passenger transport services or facilities,

in accordance with the provisions of Clauses 31.2 to 31.6 (inclusive) and which the Parties agree would have effect in the event that a Declaration of Ineffectiveness is made.

31.4 Where there is any conflict or discrepancy between the provisions of Clause 30 and Clauses 31.2 to 31.6 (inclusive) and 31.12 or the Cessation Plan, the provisions of these Clauses 31.2 to 31.6 (inclusive) and 31.12 and the Cessation Plan shall prevail.

31.5 The Parties will comply with their respective obligations under the Cessation Plan (as agreed by the Parties or, where agreement cannot be reached, as reasonably determined by the Authority) in the event that a Declaration of Ineffectiveness is made.

31.6 The Authority shall pay the Services Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Agreement or as otherwise reasonably determined by the Authority. Provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Agreement pursuant to any Declaration of Ineffectiveness.

31.7 Without prejudice to the Authority's rights of termination implied into the Contract by regulation 73(3) of the Public Contracts Regulations 2015 or regulation 89(3) of the Utilities Contracts Regulations 2016, in the event that the Authority exercises its right to terminate pursuant to this Clause 31.7 (a "**Public Procurement Termination Event**"), the Authority shall promptly notify the Service Provider and the Parties agree that:

31.7.1 the provisions of Clause 30 and these Clauses 31.7 to 31.12 (inclusive) shall apply as from the date of receipt by the Service Provider of the notification of the Public Procurement Termination Event; and

31.7.2 if there is any conflict or discrepancy between the provisions of Clause 30 and these Clauses 31.7 to 31.12 (inclusive) or the Cessation Plan, the provisions of these Clauses 31.7 to 31.12 (inclusive) and the Cessation Plan shall prevail.

- 31.8 Termination on the Public Procurement Termination Grounds shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such termination on Public Procurement Termination Grounds, in respect of the period prior to such termination, save as otherwise expressly provided for in Clauses 31.7 to 31.11 inclusive.
- 31.9 As from the date of receipt by the Service Provider of the notification of the termination on Public Procurement Termination Grounds, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:
- 31.9.1 an orderly and efficient cessation or (at the Authority's election) a transition to the Authority or such other entity as the Authority may specify of: (i) the Services; or (at Authority's election), (ii) the part of the Services which are affected by the Public Procurement Termination Grounds; and
 - 31.9.2 minimal disruption or inconvenience to the Authority or to customers of the Services or to public passenger transport services or facilities,
- in accordance with the provisions of Clauses 31.7 to 31.11 (inclusive) and to take account of the circumstances of the Public Procurement Termination Grounds.
- 31.10 Upon agreement, or determination by the Authority, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.
- 31.11 The Authority shall pay the Service Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Agreement or as otherwise reasonably determined by the Authority, provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Agreement as a result of Public Procurement Termination Grounds.
- 31.12 For the avoidance of doubt, the provisions of this Clause 31 (and applicable definitions) shall survive any termination of the Agreement following a Declaration of Ineffectiveness or termination on Public Procurement Termination Grounds.

32. Survival

The provisions of Clauses 1, 5-8 (inclusive), 10, 11.2.2, 11.2.3, 12, 13.1.1, 13.1.2, 13.1.5, 13.2, 17, 19-23 (inclusive), 24.2, 25-28 (inclusive), 30-34

(inclusive), 35-45 (inclusive) and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of this Agreement. In addition, any other provision of this Agreement which by its nature or implication is required to survive the termination or expiry of this Agreement or relevant Call-Off Contract shall do so.

33. Rights of Third Parties

- 33.1 Save that any member of the TfL Group has the right to enforce the terms of this Agreement or any relevant Call-Off Contract in accordance with the Contracts (Rights of Third Parties) Act 1999 ("**Third Party Act**"), the Parties do not intend that any of the terms of this Agreement or any relevant Call-Off Contract will be enforceable by virtue of the Third Party Act by any person not a party to it.
- 33.2 Notwithstanding Clause 33.1, the Parties are entitled to vary or rescind this Agreement or any relevant Call-Off Contract without the consent of any or all members of the TfL Group.

34. Contract Variation

Save where the Authority may require an amendment to the Services and/or this Agreement is amended pursuant to the Service Provider's exercise of any Supply Chain Finance Option, this Agreement or any relevant Call-Off Contract may only be varied or amended with the written agreement of both Parties. Save for any variations or amendments to reflect the Service Provider's exercise of any Supply Chain Finance Option (the mechanism for which is set out at Part B of Schedule 7) the details of any variations or amendments shall be set out in such form as the Authority may dictate and which may be substantially in the form set out in Part A of Schedule 7 and shall not be binding upon the Parties unless completed in accordance with such form of variation.

35. Novation

- 35.1 The Contracting Authority may novate or otherwise transfer this Agreement and the Contracting Authority and/or Authority any relevant Call-Off Contracts (in whole or in part).
- 35.2 Within ten (10) Business Days of a written request from the Contracting Authority and/or Authority, the Service Provider shall at its expense execute such agreement as the Contracting Authority and/or Authority may reasonably require to give effect to any such transfer all or part of its rights and obligations under this Agreement and any relevant Call-Off Contract to one or more persons nominated by the Contracting Authority and/or Authority.
- 35.3 Subject to Clause 11, this Agreement is personal to the Service Provider who shall not assign the benefit or delegate the burden of this Agreement or

otherwise transfer any right or obligation under this Agreement without the prior written consent of the Contracting Authority.

36. Non-Waiver of Rights

No waiver of any of the provisions of this Agreement or any relevant Call-Off Contract is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of Clause 38. The single or partial exercise of any right, power or remedy under this Agreement shall not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy.

37. Illegality and Severability

If any provision of this Agreement (in whole or in part) is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed from this Agreement and the remaining provisions shall continue in full force and effect as if this Agreement had been executed without the invalid, illegal, or unenforceable provision. In the event that in the Authority's reasonable opinion such a provision is so fundamental as to prevent the accomplishment of the purpose of this Agreement, the Authority and the Service Provider shall immediately commence good faith negotiations to remedy such invalidity.

38. Notices

38.1 With the exception of invoices, any notice, demand or communication in connection with this Agreement will be in writing and may be delivered by hand or post addressed to the recipient at its registered office, the address stated in Schedule 1 or any other address notified to the other party in writing in accordance with this Clause as an address to which notices and other documents may be sent. The notice, demand or communication will be deemed to have been duly served:

- (a) if delivered by hand, at the time of delivery; or
- (b) if delivered by post, two (2) Business Days after being posted or in the case of Airmail 14 Business days after being posted.

39. Entire Agreement

39.1 Subject to Clause 39.2:

39.1.1 this Agreement and any relevant Call-Off Contract and all documents referred to in this Agreement and any relevant Call-Off Contract, contain all of the terms which the Parties have agreed relating to the subject matter of this Agreement and such documents and supersede and extinguish any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision

of the Services. Neither Party has been induced to enter into this Agreement by a statement which it does not contain; and

39.1.2 and without prejudice to the Service Provider's obligations under this Agreement, the Service Provider is responsible for and shall make no claim against the Authority in respect of any misunderstanding affecting the basis of the Service Provider's tender in respect of this Agreement or any incorrect or incomplete information howsoever obtained.

39.2 Nothing in this Clause 39 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

40. Relationship of the Parties

Nothing in this Agreement or any Call-Off Contract constitutes, or shall be deemed to constitute, a partnership between the Parties. Except as expressly provided in this Agreement and any Call-Off Contract, neither Party shall be deemed to be the agent of the other, nor shall either Party hold itself out as the agent of the other.

41. Further Assurance

Each Party will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of this Agreement and any relevant Call-Off Contract.

42. Governing Law

- 1.1 The Agreement shall be governed by and construed in accordance with the law of England and Wales.
- 1.2 Without prejudice to Clause 26, the courts of England and Wales will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Agreement.
- 1.3 Either Party may seek interim injunctive relief or any other interim measure of protection in any court of competent jurisdiction.
- 1.4 Subject to Clause 42.3, each Party waives any objection to, and submits to, the jurisdiction of the courts of England and Wales. Each Party agrees that a judgment or order of any such court is binding upon it and may be enforced against it in the courts of England and Wales or any other jurisdiction.

THE AGREEMENT has been signed for and on behalf of the Parties the day and year written above.

Signed by)
for and on behalf of)
the **Contracting Authority**
Greater London Authority (GLA

Signature

Print name and position

Date:

Signed by)
for and on behalf of)
the **Service Provider**
Mott MacDonald Limited)

Signature

Print name and position

Date:

SCHEDULE 1 - KEY AGREEMENT INFORMATION

1. **Agreement Reference Number: GLA 82559**
2. **Name of Service Provider: Mott MacDonald Limited**
3. **Agreement Commencement Date: 11th June 2024**
4. **Term:** 4 years from the Agreement commencement date.
5. **Details of the Procurement Manager**
Name:
Address: Palestra, 197 Blackfriars Road, London, SE1 8NJ
Tel:
Email:
6. **Service Provider's Key Personnel:**

NAME & POSITION	CONTACT DETAILS	Area Of Responsibility
		Programme Director
		Framework Manager
		Call-off Contract Manager

7. **Notice period in accordance with Clause 29.4 (termination without cause):**
90 days unless an alternative is stated in the Call-Off Contract
8. **Address for service of notices and other documents in accordance with Clause 37:**

For the Authority: As section 5 above

For the Service Provider: As section 6 above

SCHEDULE 2 - SPECIAL CONDITIONS OF AGREEMENT

1. Counterparts

Agreement and any Call-Off Contract may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.

2. Adjustment to Charges based on Consumer Price Index

The Maximum Charge Out (Day) Rates will be subject to Indexation on the first anniversary of the Agreement Commencement Date and each subsequent anniversary during the Term. The new Maximum Charge Out (Day) Rates will equal the relevant existing rate multiplied by (1 plus Indexation), where 'Indexation' means the rate of change in the Office for National Statistics (ONS) Consumer Price Index (CPI) over the latest 12-month period available on the ONS website one month prior to the relevant anniversary. The review of the Maximum Charge Out (Day) Rates does not affect the Charges under any Call-Off Contract entered into prior to the date of review.

3. Limitations on Liability:

- 3.1 The restrictions on liability in this Clause 3 apply to every liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 3.2 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 3.3 Nothing in this Agreement shall limit any liability under the indemnities provided in Clause 10.6, 21.1, 21.2 and CA37 of Schedule 5, and clause CA 19.6 of Schedule 5, CA 20.10.6 of Schedule 5, CA 20.11 of Schedule 5 and CA 30.3 of Schedule 5 of this Agreement.
- 3.4 Nothing in this Agreement limits any liability which cannot legally be limited, including liability for:
 - 3.4.1 death or personal injury caused by negligence;
 - 3.4.2 fraud or fraudulent misrepresentation; and
 - 3.4.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

3.5 Subject to clauses 3.3 and 3.4 of Schedule 2, the following types of loss are wholly excluded by the parties:

- 3.5.1 Loss of profits.
- 3.5.2 Loss of sales or business.
- 3.5.3 Loss of agreements or contracts.
- 3.5.4 Loss of anticipated savings.
- 3.5.5 Loss of use or corruption of software, data or information.
- 3.5.6 Loss of or damage to goodwill.
- 3.5.7 Indirect or consequential loss.

SCHEDULE 3 - SERVICES

Transport for London



On behalf of
The Greater London Authority

MAYOR OF LONDON

The Specification

For services related to the Framework
Agreement for Zero Carbon Accelerator (ZCA)

Reference: GLA 82559

Find a Tender Service (FTS) Contract Notice reference 2024/S 000-001661

Greater London Authority

City Hall, Kamal Chunchie Way,
London, E 16 1ZE

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Table of Contents

1	Organisational Overview.....	4
1.1	Greater London Authority (GLA).....	4
1.2	Business Unit – Environment and Energy Unit	4
2	Introduction	5
2.1	Purpose	5
2.2	Summary of the requirement.....	5
3	PART 1: ZCA Framework Agreement	8
3.1	Overview.....	8
3.2	Framework Management and Transparency.....	8
3.3	Evidence base for the Zero Carbon Accelerator	10
3.4	Objectives of the Zero Carbon Accelerator (ZCA).....	11
4	PART 2: Initial Call-off Contract – Scope and Requirements	13
4.1	Overview.....	13
4.2	Programme outline	13
4.3	Initial scope and types of projects supported	14
4.4	Maturity and delivery of net zero plans	14
4.5	Support across the maturity points	15
4.6	Outline assessment (triage) model	16
4.7	Support provided to a client.....	17
4.8	Resource allocation and work outline	17
4.9	Governance and GLA staff resource	20
4.10	Workstreams	20
4.11	GLA roles and ZCA Service Provider roles.....	22
4.12	Approximate expected resource allocation	26
4.13	Key knowledge and competencies	28
4.14	GLA responsible procurement requirements	30
4.15	Programme mobilisation and execution plan	31
4.16	Monitoring and reporting requirements	32
4.17	Additional GLA Reporting Objectives	34
4.18	Meeting requirements	35
4.19	Risks, issues, opportunities and decisions	36
4.20	Marketing and GLA/Mayor of London publicity requirements	36
4.21	Budget and Funding.....	36
4.22	Key Performance Indicators (KPIs)	37
5	ANNEX A – ZCA Background and Mayoral Strategy	41
5.1	London’s zero carbon ambitions	41
5.2	Mayoral actions to meet net zero targets	41

List of Figures

Figure 1 – Programme outline	13
Figure 2 - Initial scope and types of projects supported	14
Figure 3 - Maturity and delivery of net zero plans	15
Figure 4 - Examples of support across the maturity points	16
Figure 5 - Example of outline assessment (triage) model	16
Figure 6 - Example of potential support provided to a client	17
Figure 7 - Resource allocation and work outline (example model).....	17

List of Tables

Table 1: Social value considerations	19
Table 2 - Expected resource allocation for ZCA	26
Table 3 - Indicative Key Performance Indicators and Targets for the ZCA programme	38

1 Organisational Overview

1.1 Greater London Authority (GLA)

- 1.1.1 City Hall has one Mayor and 25 Assembly Members who are elected by Londoners. With the support of City Hall's staff they work to make London the best big city in the world. Also known as the Greater London Authority (GLA), it was created after a referendum in 1998, when Londoners voted in favour of a directly elected Mayor to represent London's interests, and a London Assembly to scrutinise their work. Further information can be found here: <https://www.london.gov.uk/>.

1.2 Business Unit – Environment and Energy Unit

- 1.2.1 Detailed information regarding the work of the Environment and Energy unit can be found here: <https://www.london.gov.uk/programmes-strategies/environment-and-climate-change>.

2 Introduction

2.1 Purpose

- 2.1.1 This document sets out the scope for the Zero Carbon Accelerator Framework Agreement in Part 1 and the scope and requirements for the provision of consultancy services for the initial Call-Off Contract for the Zero Carbon Accelerator in London in Part 2.
- 2.1.2 In meeting the requirements set out in this Specification the Service Provider shall at all times ensure that the Services are delivered in accordance with each respective Call-Contract(s) under this Framework Agreement and this document.
- 2.1.3 The Services within this Specification and are not an exhaustive list. An Authority may require other similar Services, which will be detailed in the relevant Call-Off Contract.

2.2 Summary of the requirement

- 2.2.1 This section provides a summary of the description of the Services that the Service Provider shall be required to deliver to consultancy support and advice to organisations to develop and deliver their net zero strategies and projects.
- 2.2.2 The duration of the Framework Agreement is for four (4) years to enable the delivery of the new Zero Carbon Accelerator programme. Call-Off Contracts can extend beyond the duration of the Framework Agreement.
- 2.2.3 The ZCA Framework Agreement is available to use by the Authorities listed in the **Find a Tender (FTS) Contract Notice reference 2024/S 000-001661** under: Section VI. Complementary information VI.3 Additional information.
- 2.2.4 Part 1 of this document sets out the scope of the ZCA Framework and mandatory requirements that the Service Provider shall comply with to ensure effective management of the Framework Agreement.
- 2.2.5 Part 2 of the of this document sets out the scope and requirements of the initial two-year Call-Off Contract by the GLA, which will deliver a capacity and capability-building service to accelerate London's decarbonisation activity.
- 2.2.6 The Service Provider shall demonstrable ability to provide high standard technical Low Carbon consultancy services covering a range of disciplines including but not limited to:
 - a) Programme Co-ordination, Marketing / engagement approach, Strategic Net Zero planners, Delivery project management, General technical support;
 - b) Technical expertise in Solar, local energy planning, domestic analysis, low carbon heating, building systems and other areas related to decarbonisation;
 - c) Public Procurement expertise, Grant management and Funding / grant applications

- d) Training / skills specialist and Knowledge management methods; and
 - e) Financial (general, not advice).
- 2.2.7 The GLA expects Service Provider diversity through good practice Equality, Diversity and Inclusion approaches. The GLA is also keen to gain benefits from the future use of other resourcing options including secondments and direct staff (from the GLA or a third-party organisation).
- 2.2.8 The Service Provider shall be required help organisations to develop their plans and capacity to decarbonise the built environment and is initially anticipated to be focused on the public sector and social housing providers. The programme will provide support starting from wherever organisations are in their decarbonisation journey, looking to clarify and accelerate that activity. The ZCA will build upon the lessons learned from the Mayor's current [Low Carbon Accelerator](#) (LCA) programmes but is a new programme with broader objectives.
- 2.2.9 The programme will look to take a technology-agnostic approach to decarbonisation in line with the Mayor's preferred [Accelerated Green pathway](#). Support will therefore be offered in relation to renewables, energy efficiency, clean local energy (decentralised) including low carbon heat networks and flexible energy systems.
- 2.2.10 The intention of this programme is to offer a flexible range of support which is focused upon increasing organisational and sector capability to deliver. To this end, we are looking for a Service Provider who can provide a range of different support offers to cost-effectively generate a step-change in knowledge, skills and capacity.
- 2.2.11 The initial Call-Off Contract value for provision of ZCA services to the GLA from the single supplier framework is expected to be **circa £9,000,000 (exclusive of VAT) over two years**. This contract has the potential to extend in value, sector focus and duration, subject to meeting the programme outcomes and further GLA approvals. Other public sector bodies will be able to direct award to the selected provider on the single supplier framework. This could provide a potential value of up to £150m over the lifetime of the framework.
- 2.2.12 The volume of services and the required resources will vary throughout the Framework Agreement and the initial and subsequent Call-Off Contract(s). The volume of services is identified during a Call-Off Contract and the required resources and grades will be agreed with the Authority beforehand. During the Framework Agreement and Call-Off Contracts the appointed Services Provider will require prior approval by the relevant Authority for any new or substitution of the Service Provider's Personnel.
- 2.2.13 The proposed maximum Day Rates for the Framework Agreement can only be adjusted in accordance with the Framework Agreement indexation adjustment clause. These Day Rates are to cover tasks and a level of experience required for that Day Rate. In the event someone performing a particular role gets a promotion, their Day Rate will only be adjusted if the Service Provider can demonstrate they are now fulfilling a new and higher graded role, and the consultant and role has been agreed by the Authority.

- 2.2.14 Should the appointed Services Provider not have the required resource to deliver the identified volume of services at the required standard the Authority reserves the right to procure the identified volume of services outside the framework. Any Authority reserves the right not to use the Framework for services that are within the scope of the Framework Agreement.
- 2.2.15 The appointed Service Provider is expected to support the GLA's policies and strategic objectives by working with small/medium enterprises and organisations in the third sector or public sector; the GLA encourages a proportion of contract value to go to SMEs.

3 PART 1: ZCA Framework Agreement

3.1 Overview

- 3.1.1 The scope of the Framework is to cover any service-based project support to help decarbonise the built environment. This means the provision of consultancy services, including those relating to technical, commercial, project/programme management and those that may be required to support development or implementation of a strategy or specific projects.
- 3.1.2 The scope covers decarbonisation strategy and specific projects relating to non-domestic buildings, domestic properties (homes), and their wider energy system including local energy infrastructure, centralised energy supply, fleets/vehicles and decarbonisation of general supply chains and any projects that are potentially eligible for financing.
- 3.1.3 The GLA has a strong track record in leading innovative approaches and programmes to enable the delivery of large scale retrofit such as the Low Carbon Accelerators and Social Housing Retrofit Accelerator. This track record has influenced national approaches and has a global influence e.g., through C40 Cities. The ZCA procured through the initial Call-Off Contract has the potential to be a world leader, creating future opportunities in London, UK, and beyond. It can also benefit from and help to grow London's diverse skills base to deliver the most cost-effective approaches to holistic decarbonisation. This means combining energy efficiency retrofit/optimisation along with electrification to shift from fossil fuels to low-carbon energy solutions for a decarbonised London.
- 3.1.4 The Framework Agreement doesn't guarantee any volume or value of works, however the GLA has estimated the potential value may be up to £150m over its lifetime under this single-supplier framework. The ZCA's budget is for consultancy support and does not provide capital funding for project delivery.

3.2 Framework Management and Transparency

- 3.2.1 This section sets out:
 - a) contract management procedures; and
 - b) the Management Information and reporting requirements, with which the Service Provider shall comply with a view to promoting a successful working relationship in relation to the provision of the Services.

- 3.2.2 The Service Provider shall work in partnership with the GLA to ensure that the Framework Agreement delivers a structured approach for sharing information with respect to costs and performance data between the GLA and the Service Provider, including any Authority using the ZCA Framework with the view to gather intelligence to enable effective strategic commercial reviews (i.e., to gather intelligence beyond what is provided by the framework service provider).
- 3.2.3 The Service Provider (with respect to each Call-Off Contract) shall submit to the relevant Authority for approval its proposed Work Plan and, when approved, comply with the delivery of the Work Plan.
- 3.2.4 The Service Provider shall provide the Authorities open book pricing and shall, whenever requested by the GLA, provide details and supporting evidence of all the Service Provider costs in meeting its obligations under each respective Call-Off Contract and subsequent approved Work Plan.
- 3.2.5 Service Provider with respect to each Call-Off Contract (with an Authority) shall develop and comply with a supply cost model which will be used to track costs (forecasted vs actuals) and manage cost drivers and agree work plans.

Framework Manager

- 3.2.6 The GLA shall nominate a Procurement Manager and the Service Provider shall each nominate a contract manager as part of the Service Provider's Key Personnel, with prime responsibility for:
- a) monitoring the Service Provider's provision under the Framework Agreement;
 - b) the management of the Framework Agreement.

(together the roles are the "**Framework Managers**").

Call-Off Contract Manager

- 3.2.7 Respectively each Call-Off Contract will have a Call-Off Co-ordinator appointed by the relevant Authority and the Service Provider Manager, with primary responsibility for:
- a) the regular monitoring of the performance of the Services in order to ensure compliance with the terms of the Call-off Contract;
 - b) identifying Changes to be concluded under the Change Control Request Procedure;
 - c) the early identification of problems and issues in the performance of the Services so that they may be resolved in a prompt and co-operative manner;
 - d) the discussion and resolution of issues and Disputes prior to further escalation in accordance with the Dispute Resolution Procedure;
 - e) the anticipation of potential Changes, and monitoring of Changes to be implemented so that Change is managed in a prompt and co-operative manner and in accordance with the Change Control Request Procedure.

(together the roles are the "**Call-Off Contract Managers**").

Framework Strategic Review Meetings

3.2.8 The purpose of the strategic review meeting is to review and monitor the overall performance of the Service Provider in the provision of the services, on a quarterly basis. The terms of reference are to be agreed between the parties, and shall include but not be limited to:

- Names of organisations contracting through the ZCA Framework and total contract value and duration.
- Estimated greenhouse gas emission savings from ZCA Framework supported projects.
- Latest annual greenhouse emissions of the Contracting Authority (non-GLA users).
- Other information reasonably requested by the GLA, relating to the Service Provider's performance under this Framework Agreement and any Contract.

Framework Management Levy

3.2.9 The Framework Agreement includes the option for the GLA to collect a Management Levy for use of this Framework. If the levy is applied then the GLA expects to collect fees on a quarterly basis. The Service Provider will be allowed to incorporate any potential Management Levy into its Charges so they are in a position that is no better or worse than if the Management Levy did not apply.

3.3 Evidence base for the Zero Carbon Accelerator

3.3.1 The Zero Carbon Accelerator will be the unified successor to the aforementioned LCAs and as such its design is based on many years of insight from delivering these programmes, which are summarised below:

- The Retrofit Accelerator-Workplaces (RA-W), has helped to retrofit over 700 public sector buildings since 2016 through leveraging over £200m in investment, saving public sector bodies over 34,000 tCO₂ per year and millions of pounds on energy bills.
- The Local Energy Accelerator (LEA) has funded projects which are currently estimated to deliver over 100,000 tCO₂ savings per annum and over 90MW renewable energy capacity at full build out by 2030. LEA has helped to leverage in about £50m in capital grant investment for decarbonisation projects, including heat networks in London.
- The Retrofit Accelerator – Homes (RA-H) is trying to build a technically and financially viable approach to whole house retrofit in the social housing sector. Through work with the supply chain and housing providers it has a pipeline of homes going into contract, with the first small phase of installs currently underway.

- 3.3.2 Further information about each of the programmes, including evaluations and lessons learned, is included in the appendices. As well as insight from the LCAs, the GLA has a broad evidence base for retrofit and decarbonisation programmes, on which further information can be found here: <https://www.london.gov.uk/programmes-and-strategies/environment-and-climate-change/climate-change/zero-carbon-london/pathways-net-zero-carbon-2030>.
- 3.3.3 As well as utilising insight from existing programmes, the GLA (working with Bloomberg Associates) obtained input from 78 stakeholders across 42 public sector organisations on proposals for the new Zero Carbon Accelerator. This included interviews with nine local authorities in London and six anchor institutions. The key takeaways from this exercise were:
- The GLA should act at scale across London.
 - Both well and less-resourced organisations need support.
 - There is a need and desire for consistent, long-term support to prepare decarbonisation projects (beyond 2026).
 - Users have struggled to understand and navigate separate GLA decarbonisation offerings through the LCAs and other support mechanisms.
 - The proposed ZCA support addresses several user challenges with the existing accelerators, through new capabilities of unification, triaging, strategic planning and capacity building.
 - Alignment and coordination across the GLA's accelerator programme team and green finance team is critical for stakeholders.
- 3.3.4 The GLA also undertook an Early Market Engagement exercise to gather feedback about the proposed ZCA (at the time with the working title of 'Zero Carbon Enabler Hub') model and procurement approach in autumn 2023.

3.4 Objectives of the Zero Carbon Accelerator (ZCA)

- 3.4.1 The primary ZCA programme objectives to be delivered by the appointed Service Provider are to:
- Support organisations to take a holistic approach to decarbonising their estate, and increase their capacity to do so, in line with net zero 2030 ambitions.
 - Enable organisations to develop decarbonisation projects to a point where they are investment ready, through the provision of a range of services and/or grant funding.
 - Develop projects that are suitable for investment, including through the Mayor's Green Finance Fund.
 - Support organisations to procure and manage the delivery of decarbonisation projects.

3.4.2 The appointed Service Provider shall deliver the secondary ZCA programme objectives to:

- Enable a ‘just transition’ to net-zero, where the benefits and costs of transitioning to net zero are shared fairly across all Londoners and existing social, economic, health and other inequalities are reduced.
- Provide support across the public sector to make better use of limited resources and achieve the main objectives, including through:
 - **Driving collaboration** – this could include procurement collaboration to simplify the procurement process, achieve value for money and better engage suppliers. Brokering relationships between organisations will also increase the likelihood of place-based decarbonisation solutions that involve multiple organisations. The GLA will look to build upon lessons learned from previous activity under SHRA/RA-H to support more collaborative approaches for organisations to work together.
 - **Supporting training, staff development, and dissemination of best practices** – provide resources and training to help address public sector organisations’ capacity and capability issues relating to net zero activities. This also includes knowledge transfer management e.g., facilitating user forums and trainings, and providing a consolidated/central net zero knowledge repository for resources such as case studies, templates, best practice information, guidance on specific decarbonisation technologies, etc.
 - **Innovation** – developing, testing and promoting tools and techniques to make projects more effective and address barriers to scale.
- Encourage development of the clean energy, heat decarbonisation, and retrofit supply chain in London that is needed to meet the scale of London’s net zero targets and to boost local green economies and create green jobs.
- Identify new partners and additional funding sources for the ZCA and its supported projects, help London organisations obtain funding for their Net Zero projects, and boost overall investment in London.
- The safeguarding and creation of green jobs.
- Work with the GLA to evolve the ZCA into a support mechanism that can truly deliver a step change in action to deliver net zero – e.g., by increasing both public and private sector capacity and funding to expand the support on offer from the ZCA or complementary initiatives.
- Signpost organisations to other funding or support where needed and it is not provided within the ZCA – to reduce duplication and maximise value for money.
- Ensure that London competes successfully for a reasonable share of nationally available funding to help meet net zero targets (e.g., social housing decarbonisation funding, Public Sector Decarbonisation Scheme, Green Heat Network Fund, and similar schemes that may be developed).

4 PART 2: Initial Call-Off Contract – Scope and Requirements for Zero Carbon Accelerator in London

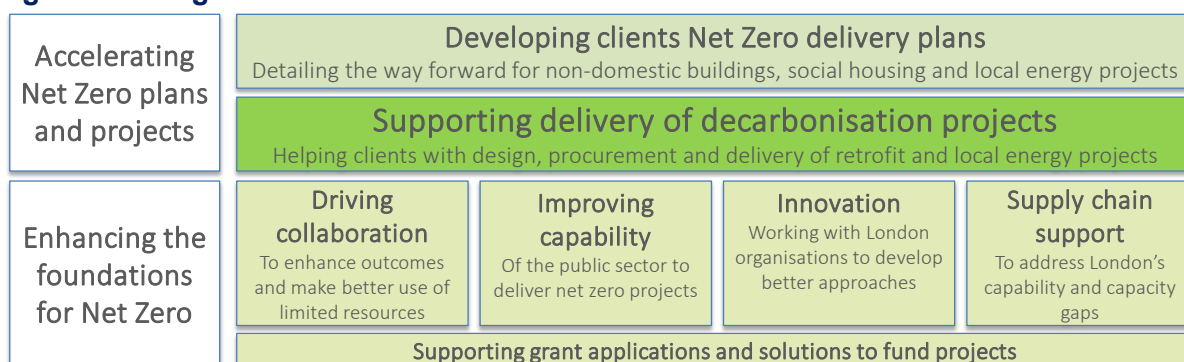
4.1 Overview

- 4.1.1 The overarching objectives for the Zero Carbon Accelerator are shown in this Section. Essentially its role is to scale up London's ability to develop and deliver decarbonisation programmes, in line with mayoral policies. As part of this, the GLA will be looking to promote a healthy pipeline of building decarbonisation projects and supporting their delivery to get to net zero. This means enabling projects that are suitable for investment through the GLA's Green Finance Fund or other funding mechanisms. The programme will look to take a technology-agnostic approach to decarbonisation in line with the Mayor's preferred Accelerated Green pathway, helping organisations to plan and deliver decarbonisation measures to achieve significant scope 1 and 2 greenhouse gas emissions reductions.

4.2 Programme outline

- 4.2.1 The scope will aim to benefit London organisations through a mix of direct support and wider work to enhance the methods, capability and capacity of organisations to progress and deliver net zero plans as illustrated in Figure 1 below.

Figure 1 – Programme outline



- 4.2.2 This scope acknowledges there needs to be a significant increase in the capacity of organisations, and the sector more generally, to be able to deliver the scale of retrofit needed. Some of this capacity is in the form of access to finance – and therefore a significant focus is on enabling project business cases to be developed, approved and progressed to action.
- 4.2.3 However, the GLA recognises that developing a sustainable and deliverable pipeline of work will require support more broadly, and this scope is intended to enable a degree of flexibility. The GLA will discuss and review the appointed Service Provider's proposed approach to building capacity in the sector at the Framework Agreement and Call-Off Contract(s) inception, mobilisation and regular review meetings. This will be part of the overall inception development planning, mobilisation and continuous performance management.

4.3 Initial scope and types of projects supported

- 4.3.1 The ZCA's near-term project support will focus on taking a holistic approach to decarbonising London's built environment. This means support will be available to eligible organisations to decarbonise their non-domestic buildings, domestic properties (homes), and their wider energy system including local energy infrastructure as illustrated in Figure 2 below.

Figure 2 - Initial scope and types of projects supported

<u>Public sector organisation</u>	<u>Private / third sector</u>	
Non-domestic buildings energy efficiency	Non-domestic buildings energy efficiency	Priority scope
Domestic buildings (homes) energy efficiency	Domestic buildings (homes) energy efficiency	In-scope (secondary)
Own energy generation / local energy projects	Local energy generation / heat projects	Potential scope
Direct energy deals via renewable projects	Direct energy deals via renewable projects	Out of scope
Energy supply	Energy supply	
Own transport	Local transport	
Scope 3 general procurement / supply chain	Local areas scope 3 general procurement / supply chain	

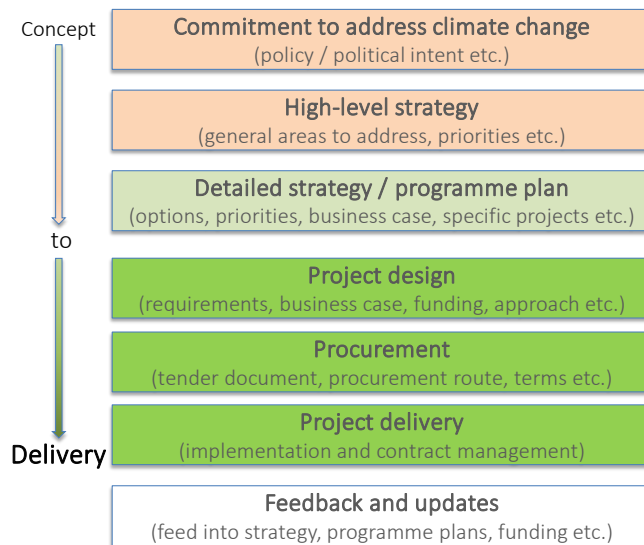
- 4.3.2 Centralised energy supply, fleets/vehicles and decarbonisation of general supply chains are generally out of scope at this time, but this will be reviewed particularly alongside any changes to the criteria for the Mayor's Green Finance Fund or other related mayoral initiatives.

4.4 Maturity and delivery of net zero plans

- 4.4.1 The ZCA's core resource will be focused on the design, development and/or procurement of specific projects. However, the ZCA also intends to provide organisation-wide strategic planning assistance, supporting the development of high-

level and/or detailed strategy and delivery plans that in turn enable the development of a pipeline of deliverable projects as illustrated in **Figure 3**.

Figure 3 - Maturity and delivery of net zero plans



- 4.4.2 Progressing the maturity and delivery of organisations' net zero plans is an important step to developing and implementing decarbonisation projects. This will help to ensure net zero project planning and funding/financing is embedded in broader organisational goals, and vice versa.
- 4.4.3 Best practice guidance and sharing via a central net zero resource compendium/hub, which would draw upon materials from current and previous GLA programmes, will be developed through the ZCA programme. User forums and developing a 'Community of Practice' will be important to scale the ZCA's impact. There is the potential to create pathfinder approaches and then develop these into templates to inform and guide other organisations. The ZCA may also offer tailored peer-to-peer engagement opportunities e.g., to promote sharing between organisations by region, by project type, etc. These may be embedded in existing networks or, if additive, as new forums. Users/projects that are not eligible (currently or longer term) or do not wish to use core ZCA project support can still be directed to and benefit from these resources.

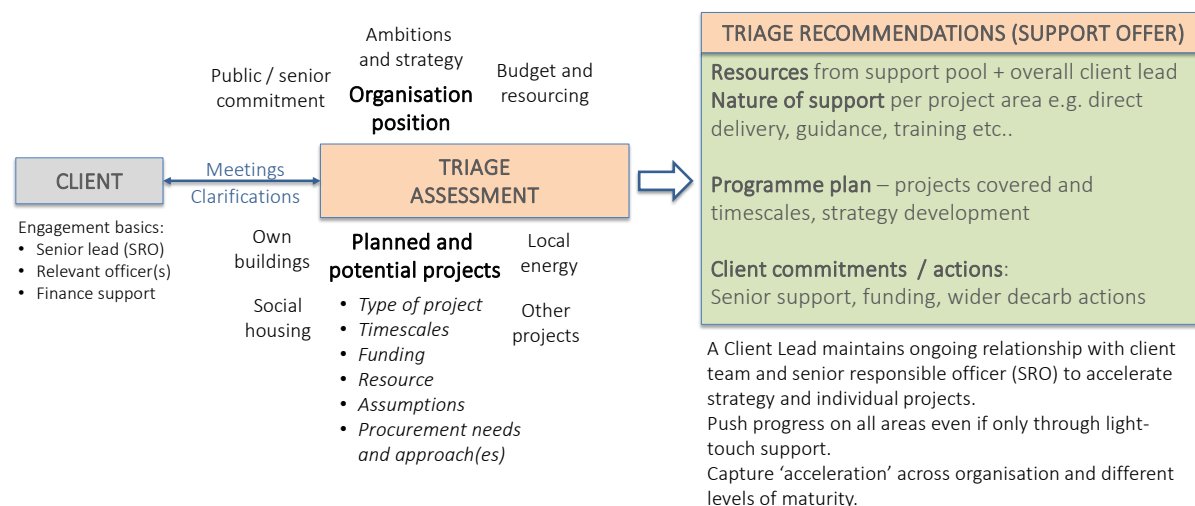
4.5 Support across the maturity points

- 4.5.1 The stage(s) and type(s) of support required will vary by organisation, primarily dependent on the level of maturity of their current plans and activities. Figure 4 outlines what this could mean.

Figure 4 - Examples of support across the maturity points

4.6 Outline assessment (triage) model

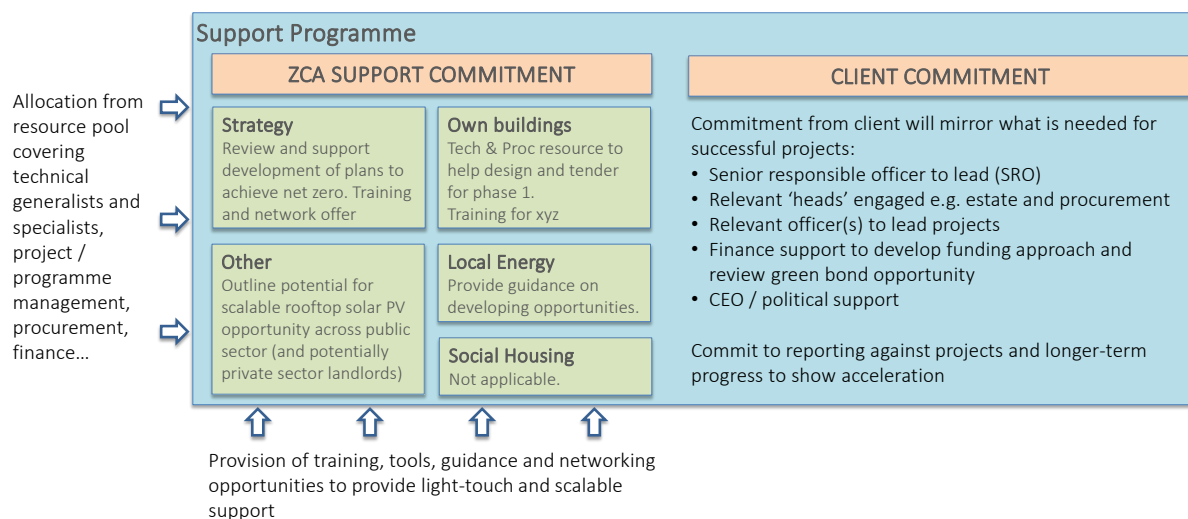
4.6.1 The GLA plans for the ZCA to assess a client's position at an early stage to determine the most needed/valuable forms of support (triage). This triage process will also solicit buy-in from client organisations' senior leaders to facilitate ongoing engagement with the ZCA and accelerate broader net zero activity (Figure 5).

Figure 5 - Example of outline assessment (triage) model

4.7 Support provided to a client

4.7.1 The support needs to be calibrated to the needs of the organisation, recognising that nudging and guidance may be important to accelerate wider opportunities in an organisation's drive to achieve net zero. Obtaining and sustaining client commitment, including through the intake process and via strategic engagement from GLA officers and leaders, will be essential for success (Figure 6).

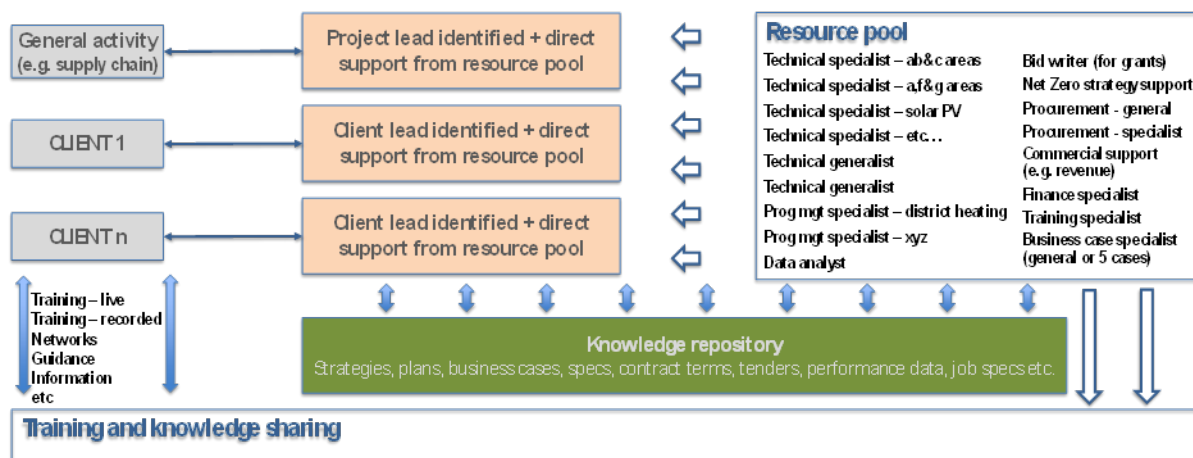
Figure 6 - Example of potential support provided to a client



4.8 Resource allocation and work outline

4.8.1 Providing expertise to different clients will require a pool of resource backed by good knowledge management to develop and share best practice. This is so that clients gain the benefit to be efficient and effective in delivering their overall programmes and decarbonisation projects. Resource capabilities, allocation of resources (Figure 7), and knowledge development / sharing will be essential to success.

Figure 7 - Resource allocation and work outline (example model)



4.8.2 Flexibility in the approach and nature of the ZCA's assistance is important to ensure that support can maximise opportunities such as grant funding from central government initiatives (e.g., potential future phases of the Public Sector Decarbonisation Scheme), programmes in social housing or other in-scope areas. The GLA expects the appointed Service Provider to offer an approach to include:

- Getting organisations interested in signing up to the ZCA and understanding what they need to do to get to the starting line – e.g., have senior buy-in etc.
- The triage process will use a series of questions to help understand the need and opportunity for the organisation. The GLA would be expected to review the recommended support offer and may participate in the assessment of the application.
- The client lead will be supported at the initial assessment and updated at key stages of support to ensure the support remains suitable and they can utilise new opportunities.
- Client commitment and strategic impact will be key factors for support allocation. Support will be offered in phases, subject to clients' meeting benchmarks/commitments.
- Some or all aspects of the ZCA's support may be delayed/phased. This may reflect the need for the client to meet certain threshold requirements, e.g., leadership buy-in, identification of an engagement lead to take forward the project on the client side, available funding or capacity, etc. It could also be based on availability of, and client alignment with, the ZCA's overall project mix or available resource. The GLA will look to help overcome some of the organisational barriers that prevent progress of ZCA support to clients.
- Each work plan to be agreed with the GLA programme team to ensure the Service Provider is deploying the most appropriate resources and at the right level.
- Types of decarbonisation projects and sectors, to help ensure all opportunities can be 'accelerated' even if via very light-touch support.
- User organisations' existing capacity/net zero activity and depth of assistance required.
- Areas of London.
- Areas of the public sector, though the central focus is expected to be on local authorities.

4.8.3 Collaboration will be promoted and the appointed Service Provider must demonstrate building capacity within organisations using a variety of approaches e.g. peer-peer and one-to-many support:

- Exploring the potential for grouping projects / procurements will be at the forefront of efficient resource allocation.

- General initiatives e.g., improving the supply chain in London and supporting private sector decarbonisation etc. could be reviewed in a similar way to allocate resources effectively and ensure a clear plan / leadership to aid success.
- 4.8.4 The appointed Service Provider shall identify ways of providing support that focus on the capacity and pipeline building objectives, so they might identify a particular type of activity that would be helpful that hasn't been previously identified.
- 4.8.5 The appointed Service Provider of the ZCA will need to work closely with the GLA Energy Unit's Programme leads of the existing LCAs. This will be particularly important in the mobilisation phase. This will ensure continuity of support for some users (where necessary) and a smooth transfer of knowledge, data, stakeholder relationships as well as agreement of governance e.g., through a Project Execution Plan.
- 4.8.6 The technical expertise provided by the appointed Service Provider may be complemented with individual grants from the GLA directly to organisations for those organisations to procure specialist support that is deemed too time-consuming/detailed to be provided by the Service Provider through the ZCA Call-Off Contract. The appointed Service Provider may need to support organisations receiving GLA grant funded expertise (expected to be around 20 over the two years). The Framework Agreement details the approach to potential conflicts of interest, for example where the Service Provider might also look to bid for other decarbonisation projects supported by the GLA.
- 4.8.7 The ZCA's activity should be delivered in a way that reduces inequality, maximises social value, and enables a just transition. Some of the key issues for consideration are suggested in Table 1.

Table 1: Social value considerations

SUPPLY CHAIN:	ZCA SUPPORT:	IMPACT OF PROJECTS:
<p>Workforce diversity/ EDI credentials of direct and indirect supply chain</p> <p>Job creation in the green sector likely to disproportionately benefit white people and men – therefore action is needed to address this</p> <p>Possible modern slavery and human rights issues in the global retrofit/ decarbonisation supply chain</p>	<p>Accessibility of support to diverse organisations (size, demographics etc)</p> <p>Supporting projects with equalities analysis, public sector equality duty, inclusive place-making, considerations for successful works in Londoners homes etc</p> <p>Supporting projects to involve their local communities in project development and consider the impact of their project on communities and Londoners with protected characteristics</p>	<p>Measuring impact of projects on local communities and people with protected characteristics. E.g., health, fuel poverty, quality of life, energy costs</p> <p>Distribution of projects across London and who benefits (geographic and demographic indicators)</p> <p>Who benefits from new renewable energy and clean heat infrastructure under different financing models for projects</p>

- 4.8.8 The Zero Carbon Accelerator will be evaluated by an independent evaluator to be appointed at a later date by the GLA. The appointed Service Provider of the ZCA will need to provide data and information to the evaluators and collaborate with them in any other way required.

4.9 Governance and GLA staff resource

- 4.9.1 The Zero Carbon Accelerator will be overseen by the GLA's Energy Unit, with staff resource allocated to manage the programme. The GLA will continue to have an essential role in; approving the detailed delivery work and approach; promoting the programme – including approving communications materials developed by the Service Provider; obtaining senior level support from key stakeholders and providing strategic focus; managing this contract and monitoring performance of the selected Service Provider; and assessing the changing requirements of the ZCA in a dynamic policy environment.
- 4.9.2 The appointed Service Provider for the ZCA will report on performance against Key Performance Indicators (KPIs) on a monthly basis, as well as current and forecast activities for each work stream and programme-wide and project-specific risks and issues. Examples of reports from the current LCAs are provided in the appendices as an indicative, but not prescriptive, way of working.
- 4.9.3 A dedicated Programme Board chaired by the GLA will oversee the work of the ZCA and ensure it continues to align with the priorities and mandate from the overarching Portfolio Board (Sponsoring Group), which will also oversee related programmes within the Energy Unit. Examples of information presented to senior decision makers at the GLA, through the Energy Working Group and Environment Implementation Group are included in the appendices. ZCA reports to GLA decision makers will be produced by the Energy Unit, with input from the appointed Service Provider.
- 4.9.4 The GLA programme team will track and agree any changes. This will follow our usual variation execution process.

4.10 Workstreams

- 4.10.1 The GLA intends for the core work of the ZCA to be split across seven interlinked and often interdependent workstreams A-G below. However, the GLA will be welcoming and reviewing the proposed appointed Service Provider's alternative approaches to efficiently achieving these outcomes.
- a) **Marketing and engagement** – through communications to promote the ZCA to new users as well as celebrate success. This includes encouraging organisations to submit 'Expressions of Interest' for support and is linked to other mayoral programmes e.g., Green Finance Fund. The Service Provider will be expected to respond rapidly to Expressions of Interest.
 - b) **Acquisition, strategic planning and business development** – triage process and onboarding of clients, development of strategy for users. This includes targeted and proactive recruitment, obtaining formal sign-up from the client to the support services provided by the ZCA. This will require development of a

business development strategy and implementation plan, researching the market and its sectors and prioritising targets.

- c) **Project development support** – providing the additional capacity and expertise needed to try and help organisations to progress projects through development to being ready for delivery. This workstream is expected to require the largest proportion of resource (see Table 2), covering the main components of project development e.g., project management services to clients, pre-feasibility work, community engagement and equalities analysis, outline business case development and initial analyses, procurement support and framework management. This includes scoping and agreeing an appropriate plan of ZCA support after the initial triage process, through gaining an understanding of the needs and aims of, and key drivers for, the organisation and how the ZCA can best support these.
- d) **Technical support** - specialist support e.g., specific technologies (e.g., building management systems, solar, Demand Side Reduction), energy master planning, complex solutions / systems, decentralised energy project design (including District Heat Networks), specialist project management, commercialisation and delivery support. The appointed provider(s) will also need to work alongside technical expertise funded by the GLA directly to organisations through bespoke grants (e.g., where the GLA has provided a separate grant to an organisation to help fund revenue costs of developing a project).
- e) **Programme strategic overview** - strategic focus and planning to respond to changing user needs and external dependencies. This includes governance of the contracted ZCA, managing ZCA resources and roles and responsibilities within the appointed Service Provider to ensure success, providing leadership and strategic direction within the ZCA team. It will also need to meet ad-hoc requirements that could be reasonably expected of a team responsible for the delivery of a major contract of this nature. This workstream will work closely with the GLA staff within the Energy Unit and the Climate Change Team.
- f) **Capacity building and signposting to other sources of support where needed** – through training and upskilling, sharing of knowledge and information through a Community of Practice.
- g) **Project Management Office** - project management of the support services including data management and reporting requirements for assurance, and potential subcontractor/consortia co-ordination. Compile and maintain a pipeline of investment ready decarbonisation projects for London. Reporting will need to align with internal reporting, such as quarterly KPIs and monthly reporting to the Mayor's Office, updating of key documents such as Playbooks. Current LCA project management documents and plans are shown in the appendices as an indicative way of working under the current programmes. We anticipate that tools and reporting provided under the ZCA will enable the GLA to have easier and quicker access to more up-to-date views of delivery which better aligns with our reporting requirements and templates. The GLA will require access to the underlying data.

4.11 GLA roles and ZCA Service Provider roles

Greater London Authority

- 4.11.1 The GLA will be responsible for making strategic decisions in relation to the ZCA programme as described in this Call-Off Contract. These may include changes such as to the legal and contractual aspects; amending, creating or using procurement frameworks for decarbonisation and energy efficiency retrofit; agreeing changes to the ZCA operation and deciding on approaches to introduce additional funding to the programme, or additional areas for support.
- 4.11.2 The GLA will also receive the various performance reports, request relevant information from the appointed Service Provider and act as a key contract contact point for questions, proposals or requests from the ZCA.
- 4.11.3 The ZCA Framework will have nominated Framework Managers for the Framework Agreement as described in paragraph 3.2.6 and Call-Off Contract Managers as described in paragraph 3.2.7.
- 4.11.4 The GLA's ZCA programme will be overseen by a Programme Manager in the GLA Energy Unit. The Programme Manager will be supported by Project Management and Contract Management resource who will act as the day-to-day contact(s) for this contract. The GLA will:
- work collaboratively with the appointed Service Provider in the inception phase to develop the programme and review and approve the project plan and resource plan at inception and as changes are needed;
 - oversee the overall design, management, operation and delivery of the ZCA;
 - ensure that the ZCA programme delivers its contractual KPIs;
 - have the option to be located within the ZCA Service Provider's office for at least one day each week for at least the first six months of the team, if geographically convenient;
 - oversee the overarching promotion and publicity of the ZCA;
 - approve marketing and engagement materials, press releases, award entries etc;
 - approve engagement strategy and ongoing review of plans;
 - approve new members of the ZCA team and their roles/rates contract change requests;
 - request information relating to delivery to feed into responses to Mayor's Questions and other political or corporate responses and briefings;
 - provide due diligence to the contractor timesheets, invoices and fee profiles;
 - manage direct GLA grant funding to recipients;
 - provide escalation support to the appointed Service Provider; and
 - work with the appointed Service Provider to engage with central government and other domestic and international institutions.

- 4.11.5 Resource for the ZCA is currently expected to be provided by the appointed Service Provider, although resource plans will need agreeing with the GLA and the GLA reserves the right to introduce or seek support for other resourcing e.g., secondments. Any Authority reserves the right not to use the Framework for services that are within the scope of the Framework. Should the appointed Service Provider not have the required resource to deliver the identified volume of services at the required standard the Framework Authority reserves the right to procure the identified volume of services outside the framework.
- 4.11.6 The GLA will not normally provide any office facilities for the ZCA at City Hall or its other buildings. However, there may be a possibility for hot-desking from time to time.
- 4.11.7 The current Low Carbon Accelerator Programme Delivery Units (PDUs) are due to close by 31st March 2024. The GLA Energy Unit will ensure knowledge acquired from the LCAs will be transferred to the appointed Service Provider so the ZCA can build on the activities and progress made by the current PDUs to design a new, holistic programme. The GLA wants to ensure the ZCA can draw upon the lessons learned and knowledge and connections which have been built up to date.
- 4.11.8 The Green Finance Fund is a £500m fund set up by the GLA to provide low-cost loans to public sector organisations delivering renewable energy, energy efficiency and clean transportation projects. Full details can be found here: <https://www.london.gov.uk/programmes-strategies/environment-and-climate-change/climate-change/zero-carbon-london/london-climate-finance-facility/green-finance-fund/mayor-londons-green-finance-fund-guidance>. Applications are submitted in rounds, with a two-step 'Expression of Interest' and then full application process. As part of delivering this fund, the GLA engages widely with boroughs and other eligible public sector organisations across London to understand whether their projects are suitable for finance. Close collaboration will be required between this team and the appointed provider of the ZCA to ensure join up on stakeholder engagement and that project development enables the creation of finance-ready projects.

ZCA appointed Service Provider roles

- 4.11.9 Suggested key roles for the ZCA are outlined below. Alternative ideas are welcomed from the appointed Service Provider, as long as they adequately cover all the work areas outlined in this Specification. The indicative structure is as follows:
- Programme director - the single point of responsibility to the GLA for the success of the programme and meeting KPIs and providing strategic direction to the ZCA.
 - Programme office - will manage the project knowledge and databases, recording client outcomes, and coordinating and reporting on all aspects of the programme.
 - Customer engagement, acquisition and business development - will build the pipeline and attract new organisations to the ZCA, leading on strategic engagement with customers.
 - Financial and commercial - will assist with projects' finance appraisals, business case and financing/accounting options; developing financing models and

providing support to existing ones being deployed; assistance with applying for bids for capital funding and inputting into the Green Finance Fund pipeline process.

- Project development - will support development and analysis of stock for work; data cleansing guidance; critical friend reviews.
- Technical experts – will work across the domestic (including social housing/larger scale retrofit), public sector workplaces (including complex workplaces such as hospitals) and local energy projects (all buildings) e.g. design and development of flexible, local energy systems such as heat networks; advising/supporting GLA on upcoming Heat Network Regulations and Heat Network Zoning; helping with data analysis to understand/refine opportunities; developing stakeholder engagement plans – e.g. for residents; supporting with understanding the logistics needed – e.g. Planning/parking/decanals/permissions etc; knowledge of energy efficiency and decarbonisation retrofit for historic and listed buildings, given the prominence of these assets in London. If additional specialist support is required from the appointed Service Provider, then this will only be allowed if pre-agreed with the GLA.
- Equality, diversity and inclusion (EDI) and community engagement experts – will support projects to involve their local communities in project development and consider the impact of their project on communities, especially Londoners with protected characteristics.
- Procurement - will support clients with developing and procuring requirements to support and implement their decarbonisation plans. This will involve procurement strategy support; identifying and assessing different routes to market; looking at existing delivery options and seeing if they can be used/amended; developing new approaches and utilising new approaches developed by the GLA. This could involve supporting the management of related GLA frameworks.
- Integrating best practice – working with organisations to ensure strategies, plans and proposals integrate best practice considerations. Areas to cover could include, but not limited to ensuring they meet best practice requirements around fire safety; integrating equality and diversity considerations into design and delivery; reducing embodied carbon etc.
- Knowledge and capacity building – e.g., developing an engaging programme of activity in response to need; running group workshops; supporting and developing networks and knowledge exchange; collaboration hub style activities in terms of peer learning; preparing materials; collating materials from organisations and preparing them to make them available more widely; supply chain support; helping other parts of the organisation, e.g. legal/finance/procurement etc, to understand the issues and support delivery; briefings for Corporate Management Teams/Councillors to help get buy-in.
- Communications - will be responsible for all outreach, media and publicity activities on the programme. These will need to be done in line with Mayor of London/GLA branding and adhering to sign-off requirements. Materials to be developed include: drafting awards bids; newsletters/Q&As/factsheets; helping

set up slide decks/logo/templates/'look and the feel' for the programme; arranging events.

- 4.11.10 The GLA recognises it is setting up a new programme in a context where there are many other stakeholders taking action, and also at a point in the London Mayoral election cycle and potential national government election cycle that could see the support landscape change. As such, we want to ensure the support is valuable to the organisations we're working with. It's therefore important that the ZCA can work within that context and be flexible and creative enough to adapt - allowing us to draw upon and link into those changes, rather than being forced into rigid delivery.
- 4.11.11 It is also important that the appointed Service Provider has the flexibility to change the way that resources are deployed at different times during the contract period, according to the specific requirements of different types of projects and organisations we seek to support through the ZCA. As momentum builds, or specific targeted engagement work is developed, the ZCA may need more senior resources. However, all the areas in the roles listed above should be covered and the overall fee profile should remain the same, unless otherwise agreed. In addition, we will have the right to accept or reject individual consultants and roles on an ongoing basis over the duration of the contract.

4.12 Approximate expected resource allocation

4.12.1 Table 2 below provides an outline of the potential range and levels of key resources across the key areas of work for the initial £9m Call-Off Contract. Flexibility is needed since this is subject to change during delivery depending on the best way to accelerate zero carbon programmes and projects given client requirements, wider market opportunities (e.g., grant funding programmes) and other external dependencies.

- High = >30% or approximately £3m or higher
- Medium = 10 to 30% or approximately £1m to £3m
- Low = 2 to 10% or approximately £200,000 to £1m
- Very low = <2% or approximately less than £200,000

Table 2 - Expected resource allocation for ZCA

Areas of work	Key tasks envisaged	Expected % resource required
Project Co-ordination/PMO	<ul style="list-style-type: none"> •Project management of the support services including GLA reporting requirements and potential subcontractor co-ordination. •Data capture from supported projects and co-ordination of case studies 	Low
Marketing and engagement	<ul style="list-style-type: none"> •Marketing / media and comms to promote the support services and related mayoral projects and celebrate successes •Acquisition of clients 	Low
Triage, strategy and planning	<ul style="list-style-type: none"> •Initial design of the triage process •Triaging of clients for onboarding and identification of most appropriate form(s) of support required (general technical / strategic) •Assessment of projects •Co-ordination of other support / services including bid writing for funding applications 	Low to Medium
General project development support provided directly to clients	<ul style="list-style-type: none"> •Project management, pre-feasibility of projects, modelling and analysis, estate-wide net zero planning •Document support / drafting: tenders, business case, approvals etc; initial provision of information / general guidance and support •Provision of support to directly increase host organisation/client capacity •Stakeholder engagement 	High

Areas of work	Key tasks envisaged	Expected % resource required
Technical experts	<ul style="list-style-type: none"> •Specialist support e.g. specific technologies (e.g. solar, demand side response), energy masterplanning, feasibility studies, complex solutions / systems, decentralised energy project design (including District Heat Networks), techno-economic modelling, specialist project management support etc. <p>NB it is anticipated that the technical expertise provided by the appointed Service Provider will be complemented, for some projects, with individual grants from the GLA directly to organisations for them to procure specialist support. The appointed Service Provider might need to provide project management support to organisations receiving GLA grant funded expertise.</p>	Medium
Commercial experts	<ul style="list-style-type: none"> •Specialist procurement support e.g. developing the procurement approach and template approaches where possible for standard requirements, supporting more complex tenders and performance / pricing models, commercialisation of projects. •Support access to finance (working with GLA Green Finance team) •Contract / contract management support 	Low
Training/upskilling	<ul style="list-style-type: none"> •Training provision: mechanism / distribution / facilitation •Peer to peer engagement, technical workshops, network management/ knowledge management / hub: documents, processes, information etc •Supply chain support 	Low to Medium
Grant management	<ul style="list-style-type: none"> •Administration of GLA grants 	Very Low
Specialist finance or legal advice	<ul style="list-style-type: none"> •Specialist financial advice (3rd party) 	Very Low

4.13 Key knowledge and competencies

4.13.1 The appointed Service Provider is expected to have the following knowledge and experience in:

- Engaging organisations at a senior level, including advising budget holders.
- Helping organisations develop a net zero / decarbonisation strategy for their portfolio of buildings.
- Providing advice on development and delivery of deep domestic and non-domestic energy efficiency retrofit and low carbon decentralised energy projects encompassing innovative approaches and new methods of construction and technologies. Including net zero-energy, whole-house, and whole-place/building retrofit.
- Advising on project development and delivery of energy efficiency retrofit, renewables and building decarbonisation and low carbon decentralised energy projects including:
 - stock analysis across tenures;
 - supporting energy and net zero strategies, including production of documentation and help on energy master planning, to develop and progress relevant opportunities;
 - business case analysis and development;
 - energy performance contracting models;
 - technical risk assessment;
 - energy efficiency measure combination including whole-house/whole-place/building approaches – including approaches to avoid unintended consequences, for example thermal bridging, indoor air quality and overheating;
 - energy conservation measures for domestic and non-domestic properties (e.g. insulation, draught proofing, heat recovery, renewable heat including heat pumps, lighting upgrades, building system management controls etc);
 - tenant / cross tenure engagement;
 - planning issues related to energy retrofit - particularly in whole-house/whole-place approaches, and specific technologies including solid wall insulation, renewables and decentralised energy, and;
 - technical support, including but not limited to, techno-economic modelling; technical design and support for all stages of building decarbonisation projects (including heat networks) from pre-feasibility to installation and commissioning; technical due diligence; technical reports etc.
- Procurement, including extensive knowledge of public sector procurement and contracting processes, procurement strategies, advising on the most appropriate procurement route and supporting procurement activities / tenders – including supporting creation of mini-competition documentation where more detailed assistance is needed on projects. knowledge of public sector procurement

frameworks. Information on current GLA-owned procurement frameworks is included in the appendices.

- Ability to utilise GLA tools and guidance and potentially train clients so they can use them independently e.g. the London Heat Map, Heat Network Manual, Solar Opportunity Map, Building Stock Model, Energy Assessment Guidance designed and issued by the GLA and other stakeholders).
- Funding and finance options for decarbonisation projects, including:
 - business cases for investing revenue account and asset management investment and supporting development of financial business cases including options appraisal for funding / financing;
 - the availability of and terms of energy suppliers' ECO funding and other private and public sector sources of funding (such as the Green Heat Network Fund and Public Sector Decarbonisation Scheme) including successfully applying for these and other capital funds;
 - the Mayor's Green Finance Fund and other GLA financing mechanisms such as the Mayor's Energy Efficiency Fund (MEEF);
 - London borough carbon offset funds available through the Mayor's zero carbon homes standard;
 - revolving loans;
 - innovative business models including the performance-guarantee model used for the Mayor's Energy Leap Project;
 - equity release schemes;
 - demand-side response payments;
 - utilisation of a range of these finance and funding options for project investment, and;
 - project and funding aggregation.
- Helping to identify and address commercial issues, including contract management (e.g. performance approach for installed systems and the appropriate rights and remedies to encourage successful outcomes).
- Advising on commercial models (e.g. for heat networks)
- Extensive knowledge of innovative energy efficiency delivery mechanisms and models for undertaking deep and 'hard-to-treat' retrofit and understanding of roll-out approaches including for historic and/or listed buildings.
- Extensive knowledge and experience in developing and piloting area-based retrofit schemes in mixed tenure areas, experience of deep retrofit will be considered an advantage.
- Experience in developing and managing complex multilevel and sector stakeholder relationships within sectors relevant to this programme including housing associations, local authorities, supply chain, funding and finance providers, and government.
- Knowledge of local authority and social housing providers core processes such as internal approval procedures.
- Proven Project Management assistance to organisations to include:
 - assistance with developing detailed project plans / schedules and ongoing support to meet milestones / deadlines;

- risk management;
- stakeholder management;
- budget management;
- overcoming barriers to progressing through project phases, including construction/installation;
- recognising where additional support from ZCA, grant funding from GLA or elsewhere is required (to realise the project) and developing appropriate support plans, and;
- implementing appropriate governance and quality control for projects.

4.13.2 The appointed Service Provider is expected to have the flexibility to adapt to any potential changes in the scope of organisations or decarbonisation projects supported through the ZCA. For example, the GLA may during the course of the Contract decide to explore with the appointed Service Provider how the ZCA could provide support to the Commercial sector and/or third sector (charities etc).

4.13.3 We would expect this activity to be developed jointly between the GLA and the Service Provider and to take place only once the ZCA is fully mobilised and has achieved material successes. There is no certainty however that this additional piece of work will take place and the GLA reserves the right to not proceed with any changes in ZCA scope.

4.14 GLA responsible procurement requirements

4.14.1 In addition to considering how the ZCA activity reduces inequality, enables a just transition and increases social value in London, the appointed Service Provider will also need to consider its own internal EDI policy and practices. This is in line with the GLA Group's responsible procurement policy. The GLA Group has defined 'Responsible Procurement' as the purchase of goods, works and services in a socially and environmentally responsible way that delivers value for money and benefits to the contracting authority and to London.

4.14.2 The appointed Service Provider will be required to gain accreditation with the Mayor's 'Good Work Standard'. Supplier(s) will be required to complete the Good Work Standard self-assessment and demonstrate continuous improvement over the course of the contract in meeting the achievement and excellence levels of the standard. The appointed Service Provider will need to report on progress against its EDI action plan as part of their KPIs. Supplier(s) are encouraged to adopt commitments and actions from the GLA's 'Workforce Integration Network' tool-kit for Green Economy, which aims to improve pathways for under-represented groups in the workplace to access and progress in good work and sustainable careers.

4.14.3 The appointed Service Provider will also be expected to promote the Mayor's Good Work Standard, the Mayor's Workforce Integration Network, and the Living Wage Foundation accreditation, throughout the supply chain for this contract, including through the appointed Service Provider's own procurement and sub-contracting approaches.

4.15 Programme mobilisation and execution plan

ZCA programme mobilisation

4.15.1 The appointed Service Provider will lead a mobilisation phase, expected to be up to the first 60 days of the Contract arising from this procurement.

4.15.2 This phase is anticipated to be highly collaborative and involve workshopping with the GLA. During the programme mobilisation phase, activities of the ZCA team will include, but will not be limited to:

- Examination of capacity, need and future investment plans of key beneficiary organisations and prioritise engagement and support accordingly.
- Review of key services provided by the LCA Programme Delivery Units and development of a suite of services and tools that are fit for purpose for net zero support – including adaptation and technical risks.
- Establishing how the team and key GLA staff will collaborate in relation to the GLA Green Finance workstream and delivery of a pipeline of decarbonisation projects.
- Familiarisation with existing relevant GLA procurement frameworks, and /or assisting the GLA with analysis of whether there is adequate demand to replace existing frameworks. Note that the Service Provider will not be involved in the procurement of a new framework itself, in the event that the GLA decides to proceed with it.
- Working in collaboration with the GLA Programme Manager and Board to ensure governance processes are fit for purpose or amended suitably.
- Integrating EDI considerations into the development delivery of the Service in line with the proposals set out in the EDI Action Plan submitted as part of this tender process. This would be further developed with the GLA during the mobilisation period.
- Reviewing and agreeing management, monitoring and reporting processes – including definition of a process for file sharing with the GLA.

Programme Execution Plan

4.15.3 The appointed Service Provider team will develop a Programme Execution Plan (PEP) as an output from the programme mobilisation phase. This will be updated periodically throughout the contract to reflect any operational changes made to the team or programme delivery approach.

4.15.4 In addition, the PEP will include rigorous approval and sign off processes for key decisions and key documentation associated with programme activities. Financial management and control procedures and document management processes will also be identified in the PEP.

Approval of Deliverables in the PEP

4.15.5 In respect of each Deliverable which the Service Provider is required to submit to the GLA for Approval (as set out in this Agreement, the PEP or a Remedy Plan, or as otherwise agreed by the Parties):

- a) the Service Provider shall use its best endeavours to give GLA three (3) Working Days' notice prior to submitting such Deliverable to the GLA for review (provided that the Service Provider shall not delay its submission of a Deliverable to meet this requirement);
- b) upon receipt of such Deliverable, the GLA shall as soon as reasonably possible and, provided it has received such Deliverable on or before the date specified for such receipt in the PEP (or Remedy Plan) on or before the date specified for its response in the PEP (or Remedy Plan):
 - i.) confirm in writing to the Service Provider that it Approves such Deliverable;
 - ii.) request a meeting with the Service Provider in order to discuss the changes it requires to such Deliverable (and, provided it has been given at least one (1) Working Day's notice of such meeting, the Service Provider shall attend that meeting); or
 - iii.) summarise in writing to the Service Provider the changes it requires to such Deliverable.

4.16 Monitoring and reporting requirements

4.16.1 The appointed Service Provider is required to collect and provide timely and accurate reporting, to be agreed with the GLA Programme Manager during the mobilisation phase. This includes specific reporting and provision of verification evidence in relation to key KPIs as set out in section 4.22. We anticipate that tools and reporting provided under the ZCA, for example through a dashboard, will enable the GLA to have easier and quicker access to more up to date views of delivery which better aligns with our reporting requirements and templates. The GLA will require access to the underlying data.

4.16.2 It is expected that the appointed Service Provider will report to the GLA monthly on activities including:

- pipeline reporting – numbers of organisations at each stage in the ZCA support process and any progress on moving through stages (e.g. strategy to action plan to delivery of measures);
- performance against KPIs – current and forecast;
- activities and resource use for each workstream;
- programme-wide and project-specific risks and issues;
- timesheets for approval in advance of invoicing.

4.16.3 The appointed Service Provider will provide timely and accurate reporting of requirements such as:

- estimated GHG savings, annual and lifetime, for net zero plans and various interventions and how these align with net zero 2030 ambitions (tCO₂e);
- committed/contracted GHG savings, annual and lifetime, for various interventions (tCO₂e);
- estimated changes in energy demand and fuel bills (kWh, £);
- renewable energy capacity installed/estimated to be installed (MW);
- estimated costs of net zero interventions and total contract value of decarbonisation measures contracted to be delivered (£);
- number of expressions of interest and support plans agreed;
- funding supported (£);
- procurement activities of supported organisations;
- information by project development status;
- organisations being supported including: number, stock in London, organisation type, support plan agreement date;
- other information to be agreed during mobilisation (e.g. oxides of nitrogen saved (tNO_x) per annum) forecast and actual, number of homes retrofit, and;
- resource plan including usage details and costs from previous period including hours per person shown per role and per work area, forecast resource profile and costs and key deliverables.

4.16.4 To evidence the energy savings (kWh) resulting from the installation of energy efficiency of renewable energy measures, the appointed Service Provider must use appropriate methodology to be agreed with the GLA (e.g., Standard Assessment Procedure calculations for homes).

4.16.5 In addition, to provide greater accuracy for installed measures, the appointed Service Provider may need to collect and provide additional verification evidence that considers the following principles:

- the current performance of the installation or building element (e.g., the heat demand of a building, the efficiency of a heating system, or the area and existing U-Value of a wall);
- the size and rating of the installation (e.g., the area of solar PV panels, the thickness of insulation used);
- the location of the installation (e.g., whether solar PV panels are facing south, southwest or east);
- the fuel which is being replaced or reduced (e.g., hot water from a solar thermal system could be offsetting gas consumption or electricity consumption);

- the order in which installed measures are applied (e.g., energy savings resulting from the installation of a more efficient heating system are greater if it is installed before building fabric measures that reduce heat demand, though this would not be advisable as it would result in an oversized heating system); and
- whether buildings could be connected to local heat networks.

4.16.6 The appointed Service Provider will need to calculate greenhouse gas emission (GHG) savings of decarbonisation projects. This will need to be consistent with the methodology used by Department of Energy Security and Net Zero and will be agreed with the GLA during the inception phase of the ZCA. We anticipate that the latest emission factors will be used, and Green Book factors when estimating the carbon content of the national electricity grid in future years. Calculation of greenhouse gas emission savings will need to consider factors including:

- building fabric retrofit: reductions in demand for heating (kWh) e.g. calculated according to the modelled heating consumption of the property before and after installation of the measure and multiplied by the GHG factor for the heating fuel;
- new heating systems: e.g. calculated as follows: (building heat demand x efficiency of existing system x heating fuel GHG factor) – (building heat demand x efficiency of new system x heating fuel GHG factor);
- renewable energy: outputs from the renewable energy installation should be calculated according to manufacturer's data, system size and location, and the GHG factor for the fuel that is being offset;
- appliances, cooking, ventilation and lighting: e.g. calculated as follows: (estimated existing appliance energy consumption x GHG factor) – (new estimate new appliance energy consumption x GHG factor), and;
- whole house/building retrofit: This will need to consider the GHG savings from the whole package of measures, in the order they are applied.

4.17 Additional GLA Reporting Objectives

4.17.1 As well as the Key Performance Indicator targets in section 4.22 the GLA has additional quantitative and qualitative benefits of ZCA support to report on internally. The method and approach for reporting these benefits will be agreed during mobilisation of the appointed Service Provider:

- Jobs created / secured: the granting of any GLA funded support related to the ZCA must create and/or secure jobs. This will be measured in FTE jobs created and secured and by the project (before and after installation and/or operation).
- External investment, Internal Rate of Return, Net Present Value (Economic and Social): ZCA supported schemes will need to secure acceptable external investment, rate of return and net present value to ensure commercialisation and operation.

- Contribution to the target of 15% of London's energy demand to come from clean and renewable decentralised energy by 2030 target, including the Mayor's solar targets: Each supported operational scheme will need to report on kWh energy demand supplied from clean and renewable and compared with London's total energy demand.
- Increase energy flexibility and reduce energy costs: Energy flexibility is critical to delivering a decarbonised energy system at low cost so schemes should demonstrate this is being achieved.
- Consumer/community perception and experience: Following scheme implementation, the Service Provider will gather qualitative data from GLA funding beneficiaries, supplied consumers and communities served by decarbonisation projects on their perceptions (before and after) and experiences of the ZCA support.

4.17.2 In addition, the appointed Service Provider will assist the GLA Programme Manager in providing timely and accurate reporting including, but not limited to, reporting on/to:

- manifesto commitments;
- Mayor's Office/GLA reports;
- Sponsors' Board, business plan performance, dashboards;
- input to finance monitoring and reporting, and;
- reporting to the London Assembly (including Mayor's Questions) and Mayoral team (note that most of these reporting requirements will already be satisfied through the reporting mechanisms described above).

4.18 Meeting requirements

4.18.1 The appointed Service Provider will work remotely and ensure strong and clear communications through close liaison with the GLA Programme Manager, who will review progress and provide advice and commentary as needed.

4.18.2 We anticipate that during the mobilisation phase, and in the initial period of delivery of the Call-Off Contract there would be a higher level of meetings and workshops required. It is anticipated these would be on a weekly basis as a minimum.

4.18.3 We expect weekly updates from the appointed Service Provider, with monthly meetings which are a more formal review of delivery. Most meetings will be held remotely, with the likely frequency of face-to-face meetings to be agreed during mobilisation.

4.19 Risks, issues, opportunities and decisions

- 4.19.1 There will be a formal procedure to record all risks and issues, the approved actions or mitigations, and the timetable for implementing these. Risks and issues will also be raised with the GLA Programme Manager on an ad hoc basis.

4.20 Marketing and GLA/Mayor of London publicity requirements

- 4.20.1 The appointed Service Provider will be required to create a marketing and engagement approach including consideration of the GLA/Mayor of London branding and publicity requirements.
- 4.20.2 The appointed Service Provider must ensure that all staff involved, including sub-contractors, are aware of and implement the publicity requirements as set out in GLA/Mayor of London branding and publicity requirements. These must also be incorporated into communications and marketing strategies and plans.
- 4.20.3 In particular the Service Provider must ensure that the GLA/Mayor of London logo is correctly used on all project material including correspondence, posters, publicity tools, events, websites, promotion materials, exhibition banners, event invitations, case study material, job advertisements and other electronic material.
- 4.20.4 You must ensure that all staff involved, including sub-contractors, are aware of and implementing the publicity requirements as set out in the GLA/Mayor of London branding and publicity requirements. The Service Provider must also incorporate all requirements into communications and marketing strategies and plans.
- 4.20.5 Details of the approach must be written into a marketing and communications plan by the Service Provider and disseminated to the core team at the start of the project.
- 4.20.6 During delivery of the programme the Service Provider will be expected to get approval from the GLA for marketing materials. This includes, but is not limited to, templates, case studies, newsletters and award entries.
- 4.20.7 Any external facing marketing and communications, such as social media (tweets, posts on LinkedIn etc), press releases or award entries, must be cleared with the GLA before being issued.

4.21 Budget and Funding

- 4.21.1 The appointed Service Provider will operate the ZCA as a time-based Contract (time & materials) so charges will be against the work carried out by the ZCA team. The Service Provider will send VOWD's (Value of Work Done) to the GLA's Contract Manager on a monthly basis, in arrears, clearly showing the activities carried out for this Project. Once GLA verifies the VOWD, the Service Provider will issue the invoice and payment will be made accordingly. During a Call-Off Contract any material or third-party services must be at market price and discussed beforehand with the Authority's Call-Off Contract Manager. Any material or third-party service charges must have been approved by the Authority's Call-Off Contract Manager beforehand.
- 4.21.2 The total amount over the initial contract period must be no more than £9,000,000 (exclusive of VAT). Any additional funding made available to the ZCA will be on the

same terms and pricing or better and the GLA reserves the right to direct where and how additional funding will be used.

- 4.21.3 There may be the possibility of additional funding becoming available to support the programme either in Year 1 or Year 2, or through a potential extension to the initial contract. The GLA controls the decision to apply for or introduce additional funding. There is no guarantee of further funding - so the appointed Service Provider should make no assumption that it will become available or that if extra funding became available that it would necessarily be used to provide additional resources to the ZCA.
- 4.21.4 If additional resources were provided to the ZCA it would require an appropriate increase in support levels and performance under the contract, unless agreed otherwise by the GLA. Additional funding could potentially come from internal GLA or Functional Bodies funding, government funding or commercial or institutional investor funding.
- 4.21.5 The Service Provider must ensure they undertake appropriate and regular checks on the financial stability of any sub-contractor.

4.22 Key Performance Indicators (KPIs)

- 4.22.1 The indicative KPIs and Targets for the initial GLA Call-Off Contract are shown in Table 3. These will be agreed with the appointed Service Provider during the ZCA mobilisation phase. KPIs are suggested as key metrics the Service Provider should achieve. Targets are suggested to ensure performance is being driven to achieve the GLA's objectives, albeit meeting some of these targets are heavily dependent on factors external to the ZCA. The GLA will continuously monitor the KPIs and Targets and undertake a comprehensive review of the KPIs annually. During mobilisation potential incentivisation options for meeting/exceeding KPIs can be discussed between the appointed Service Provider and the GLA.
- 4.22.2 Underpinning all of the KPIs we expect the Service Provider to demonstrate a commitment to continuous improvement. In some areas this will see a drive for higher levels of activity – e.g., if delivery suggests there is scope to engage more organisations. In other areas this continuous improvement might be demonstrated through improved services, process improvements or new elements to the offer.

Table 3 - Indicative Key Performance Indicators and Targets for the ZCA programme

Target or KPI ID	Target or KPI name	Target value and date	Rationale	Examples of evidence required
KPI 1	Total number of Expressions of Interest (<i>by project</i>)	40 by 31/03/25 (year 1) 100 by 31/03/26 (year 2)	Expressions of Interest provide a good gauge of the level of engagement and interest created in the ZCA support offer.	Number of complete Expressions of Interest submitted from eligible organisations
KPI 2	Successful marketing, communication and engagement	TBD, this could include: Monthly ZCA tweets and newsletters prepared for circulation to stakeholders	Maintain a high public profile for the ZCA and demonstrate activity to encourage further engagement from users	Communications Strategy, to be developed with the GLA
KPI 3	ZCA project pipeline	20 by 31/03/2025 (year 1) 50 by 31/03/2026 (year 2)	Track how many EOI submissions are fully onboarded to ZCA	Number of fully onboarded projects. This could be further categorised into amount of support provided (light/medium/high)
KPI 4	Estimated carbon savings from ZCA supported projects to 2030	400,000 tCO ₂ by 31/03/2026	The focus of the ZCA is to get organisations to a point where they are ready to apply for finance/funding for their project(s). This target includes projects initiated before the ZCA but benefitting from ZCA support.	Detailed business case akin to PSDS application level of detail for proposed projects (RIBA 3/4)
KPI 5	Estimated carbon savings resulting from ZCA supported and committed measures by 2030	50,000 tCO ₂ by 31/03/2026	Saving carbon is the ultimate outcome of the project and committed measures have a very high chance of realising actual carbon savings	Estimated through detailed project proposals that organisations have used to enter in a Contract for Works or equivalent, as a commitment of delivery.

Target or KPI ID	Target or KPI name	Target value and date	Rationale	Examples of evidence required
KPI 6	Social Value – continuous improvement to deliver wider benefits.	TBD but this could include actions identified in the Service Providers EDI action plan, supporting the supply chain and resource diversity to help deliver net zero ambitions across London etc	This KPI will be formed based on the social value responses provided by the Service Provider during the tender phase. Reporting against this KPI will reflect activity review and continuous improvement over the lifetime of the contract to ensure ongoing social value delivery.	
Target 1	Actual carbon savings resulting from delivered measures	10,000 tCO ₂ by 31/03/2026	Real carbon savings achieved should be assessed as the key metric of programme success. Should also be compared to pre-delivery carbon savings estimates.	Recorded through reporting requirements for delivered projects. If the ZCA is not extended beyond March 2026 then this data will continue to be monitored by the GLA
Target 2	Total value of investment ready projects – of which we expect 50 per cent to be suitable for application to mayoral supported financing mechanisms (e.g. Mayor's Green Finance Fund)	£100m in 24/25 £200m in 25/26	Meeting this target is dependent upon the availability of public sector funding e.g., Government grants through future rounds of PSDS or GHNF, and future decisions around the GFF. Therefore, this is proposed as a target rather than a KPI.	Green Finance Fund applications ready for submission by organisations who have been supported by ZCA to develop all or part of the applying project(s) Confirmation of value of projects developed to a detailed business case suitable for PSDS/GHNF (or equivalent) applications from organisations who have been supported by the ZCA.

Target or KPI ID	Target or KPI name	Target value and date	Rationale	Examples of evidence required
Target 3	Upskilling and capacity building	100 forum members in 24/25 200 in 25/26	Knowledge sharing and transfer through professional networks and collaborations is a key objective of the ZCA.	Community of Practice/forum membership – signed up to Forum/newsletter/knowledge platform etc. Active engagement metrics tbc but could include number of convenings/workshops held; number of participants/organisations attending convenings/workshops etc Feedback forms to allow quantitative analysis of upskilling and capacity building impact by the ZCA.
Target 4	Average time to complete ZCA engagement (by project/org; by stage)	TBD	Measure project/organisation journey through ZCA support; manage and respond to any bottlenecks or gaps slowing user journey.	Tracking of project/organisation process (from EOI to full engagement, development of plans to full business case etc.)

5 ANNEX A – ZCA Background and Mayoral Strategy

5.1 London's zero carbon ambitions

- 5.1.1 The Mayor wants to make London a zero carbon city by 2030, whilst protecting the most disadvantaged Londoners by tackling fuel poverty. Retrofitting London's buildings and decarbonising its energy supply, particularly the way we heat our buildings, is vital to achieving this.
- 5.1.2 Given the substantial contribution buildings make to London's overall carbon footprint (around two thirds of emissions), decarbonising the built environment is key to delivering on the Mayor's target. The poor energy efficiency of London's homes is also a key driver of high levels of fuel poverty. The Mayor also has a target of 15 per cent of London's energy demand to come from clean and renewable, locally generated energy by 2030. This target is backed by the objective to develop clean and smart, integrated energy systems utilising local and renewable energy resources.
- 5.1.3 There are currently relatively few regulatory drivers to action, and limited government funding available to support this work. However, the 2008 Climate Change Act required an at least 80 per cent reduction in CO₂ emissions (compared to 1990 levels) for the whole of the UK. This has since been updated to 100% by 2050 and more action is needed to drive this agenda nationally.

5.2 Mayoral actions to meet net zero targets

- 5.2.1 The Mayor has declared a climate emergency and set a target for London to be net zero carbon by 2030. The approximate infrastructure cost to 2030 is £75bn. Both financing and support for project development are critically needed to realise this ambition.
- 5.2.2 The GLA's £500m Green Finance Fund, launched in June 2023 as part of the London Climate Finance Facility, offers debt financing at favourable rates to accelerate investment into green projects for the GLA Group and strategic partners across London. The fund offers loans with flexible terms at interest rates agreed on a project-by-project basis. The rates can be below Public Works Loan Board (PWLB) prevailing rates. The London Climate Finance Facility also includes the Mayor's Energy Efficiency Fund (MEEF).
- 5.2.3 To prepare projects for financing, including through the Green Finance Fund, Mayor's Energy Efficiency Fund, and other sources of funding, the Greater London Authority (GLA) is looking to run a new 'Zero Carbon Accelerator' for London. This new programme will be central to the GLA's aim to collaborate with organisations to help them achieve net zero. The programme will meet its aim mainly through providing technical, commercial, and project management advice and support to help develop the net zero strategies of organisations. There will then be specific assistance to develop key projects, developing a healthy pipeline of building decarbonisation and

local clean energy projects that are suitable for funding. The GLA recognises the need to help organisations at different stages in their net zero journeys.

- 5.2.4 The nature of the support offered will be broader than the Mayor's current Low Carbon Accelerators (LCAs): <https://www.london.gov.uk/programmes-strategies/environment-and-climate-change/energy/low-carbon-accelerators> . Through a mix of peer-to-peer learning, and 'one to one' and 'one to many' workshops, the intention of the new Zero Carbon Accelerator is to offer a flexible and varied range of support. A key focus is on support that increases the ability of organisations to take action themselves, on the basis this will help to generate a more sustainable and longer-term pipeline of activity.
- 5.2.5 This will support preparation of active pipelines of decarbonisation projects in public sector bodies including: local authorities; GLA functional bodies (Transport for London, the Metropolitan Police, London Fire Commissioner, Mayor's Office for Policing and Crime, London & Partners, London Legacy Development Corporation, Old Oak and Park Royal Development Corporation); the NHS; the education sector; members of the London Anchor Institutions Network; social housing; and community, voluntary and cultural institutions.
- 5.2.6 The ZCA will continue and expand upon the work of the LCAs replacing these programmes with a new broader and more ambitious scope to support net zero ambitions. The LCAs have been active for the past seven years and have been the Mayor's main technical support mechanism to facilitate the development of net zero carbon projects in London. The LCAs include the 'Retrofit Accelerator – Workplaces' (RA-W), 'Retrofit Accelerator Homes' (RA-H) and 'Local Energy Accelerator' (LEA) programmes. The work will also draw upon the first phase of the national Social Housing Retrofit Accelerator (SHRA) which was designed and delivered by the Mayor, on behalf of the Department of Business, Energy and Industrial Strategy (BEIS).
- 5.2.7 The LCAs have been run separately to date and the information presented in appendices relates to these separate programmes. The intention of the Zero Carbon Accelerator is therefore to build upon the GLA's experience of delivering the LCAs and SHRA to create one unified accelerator. The intention is not to have the three separate accelerators under one banner, rather to take forward the elements of the programme which are considered to have been useful to create a single programme. Aspects which the GLA wants to continue are:
- Mix of support for organisations across the different sectors.
 - Technology agnostic support in line with the Mayor's net zero ambitions and chosen pathway.
 - Supporting the development of projects which have got merit and enabling them to get the detailed input needed to become investible projects.
 - Helping to address barriers to wider retrofit and decarbonisation activity. including by supporting innovative approaches to delivery.

5.2.8 Through the delivery of three separate accelerator programmes, the GLA has also identified a range of drivers to move from multiple accelerators to one unified offer. The benefits of a unified approach will include:

- Greater ability to take a more strategic approach to identifying organisations and projects to support, to deliver more effectively on net zero ambitions.
- Joined-up approach to engaging organisations which should make each engagement more effective and efficient.
- More integrated approach to decarbonisation support with a single point of entry for organisations, to better align with how organisations think about their overall portfolio and priorities.
- Support across the development lifecycle, from helping organisations develop their wider strategic approach, through to identifying and developing projects and enabling delivery.
- Better connection between mayoral programmes, with a particular focus on allowing for the development of a pipeline of suitable applications into the Green Finance Facility as a source of capital finance for project delivery.
- Wider range of support intended to more sustainably increase capacity within organisations. A wider mix of approaches is anticipated than has been provided on most of the accelerators to date which has primarily taken the form of one-to-one support.
- More flexible support, allowing for changes to be made in response to need and with regard to the wider support landscape (external to the GLA). The ZCA is intended to provide additional or complementary services, rather than duplicating support which is or would become available.
- Reduced project management and stakeholder engagement costs which should hopefully offer improved value for money and better quality, more consistent programme management tools and tracking of engagement/activity.

5.2.9 It is therefore important that the new programme offers joined-up decarbonisation support to organisations. The appointed Service Provider should therefore note that the information about the current LCAs provided in the appendices intends to set out ways of working to date as an example of activity, rather than as a requirement for preferred approaches. The appointed Service Provider will be required to demonstrate innovation in their approach whilst supporting the GLA's strategic objectives.

5.2.10 The LCAs have been extended until 31st March 2024, at which time it is intended that the current Programme Delivery Units for the LCAs will come to an end. The GLA endeavours to then have the Zero Carbon Accelerator initiated as close to 1st April as possible. However, given the intention for the support to improve and expand upon the methods used by the LCAs we appreciate that a period of mobilisation and sharing of knowledge between the GLA's programmes and the new ZCA will be necessary. As well as generating new relationships with stakeholders, the appointed

Service Provider will potentially need to maintain or strengthen relationships with organisations who are using or have used the LCAs.

- 5.2.11 The LCAs utilise two GLA-owned procurement frameworks, the RE:FIT Framework (now in its 4th iteration) and the Local Energy Framework. The appointed Service Provider will need to become familiar with these frameworks in particular, and the GLA team will support this, as although recipients of ZCA support will not be required to use them, both have proven track records and are familiar to organisations in London supported by the LCAs. There will be a requirement to provide some ongoing support to organisations using these frameworks after April 2024. Although the RE:FIT Framework will be unavailable to new procurements after April 2024, existing projects may still require a degree of support. The GLA is also currently considering the re-procurement of the RE:FIT Framework given its success to date. The appointed Service Provider will oversee all London based projects run through a new RE:FIT Framework (if procured) from project initiation, design and delivery, through to monitoring and verification, and potentially support the GLA to manage any new RE:FIT Framework. Further detail on these existing Frameworks can be found in the appendices.

SCHEDULE 4 – RATES

	Maximum Charge Out (Day) Rate DAILY RATES FOR PER ROLE PER GRADE - FRAMEWORK <u>YEAR 1</u> (excluding VAT)							
Role >>	Programme Co-ordination / PMO	Marketing & engagement	Triage, strategy & planning	General project development support	Technical experts	Commercial / procurement experts	Training / upskilling	Grant management
Staff Grade (Please see main tender document for role and grade definitions: GLA 82559_ZCA ITT Appendix 5 - Grade Definitions)	Maximum Charge Out (Day) Rate (Excluding VAT) £	Maximum Charge Out (Day) Rate (Excluding VAT) £	Maximum Charge Out (Day) Rate (Excluding VAT) £	Maximum Charge Out (Day) Rate (Excluding VAT) £	Maximum Charge Out (Day) Rate (Excluding VAT) £	Maximum Charge Out (Day) Rate (Excluding VAT) £	Maximum Charge Out (Day) Rate (Excluding VAT) £	Maximum Charge Out (Day) Rate (Excluding VAT) £
Partner / Director								
Principle Consultant / Associate Director								
Senior Consultants								
Consultant								
Junior Consultant								
<u>Volume / value discount for Call-Off Contracts</u>								
<p>The following discount will be applied to spend in any 12-month period by the relevant Authority for any Call-Off Contracts they have in place for that period.</p> <p>For clarity, if an Authority has more than one active Call-Off Contract then the aggregate spend in the relevant 12-month period is used to calculate the discount.</p> <p>Please note these discounts are fixed, though higher discounts can be offered to potential users for a Call-Off Contract.</p>								
Total value in year	Discount applied							
Up to £500k	0.0%							
£500k up to £1m	2.00%							
£1m up to £2.5m	4.00%							
£2.5m and over	8.00%							

M1. OPTIONAL FRAMEWORK MANAGEMENT LEVY

- M1.1 In consideration of the Contracting Authority managing the Framework Agreement, the Contracting Authority reserves the right to introduce a fee to be paid by the Service Provider to the Contracting Authority that is a percentage of the total value invoiced to any applicable Authority ("**Management Levy**") in accordance with this Clause M1.
- M1.2 The Contracting Authority will set-out in a notice how the Management Levy is to be applied, including the rate(s) and to which Authorities it applies to. The Service Provider will be allowed to incorporate the Management Levy into its Charges so they are in a position that is no better or worse than if the Management Levy did not apply. The Management Levy will be applied on applicable invoices as soon as possible after the date of the notice and will not be retrospectively introduced to existing Call-Off Contracts. The Management Levy is expected to be a percentage of the total invoice value, but other approaches could be used and it will be capped at a maximum of 2.0% of the total value of Call-Off Contracts through the Framework.
- M1.3 The Contracting Authority shall be entitled to submit invoices to the Service Provider in respect of the Management Levy due each quarter based on the Quarterly Spend Report in Clause M1.7. The Management Levy mechanism will operate in line with the principles regarding the invoicing of Charges as set out in Clause 7 of the Framework Agreement, but where the Contracting Authority may submit invoices to the Service Provider.
- M1.4 Unless otherwise agreed in writing, the Service Provider shall pay by Bankers Automated Clearing Service ("**BACS**") directly into the Contracting Authority's nominated bank account, the amount stated in any invoice submitted under Clause M1.3 within thirty (30) calendar days of the date of issue of the invoice.
- M1.5 Where applicable under M1.2, the Management Levy shall apply to the full Charges as specified in each and every Call-Off Contract and shall not be varied as a result of any discount or any reduction in the Charges due to the application of any deductions made under any Call-Off Contract.
- M1.6 Interest shall be payable on any late payments of the Management Levy in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- M1.7 The Service Provider will produce a report (the "**Quarterly Spend Report**") in a form (and with evidence) as reasonably requested by the Contracting Authority, to be provided before the tenth Working Day following the end of each 3 month period from the Commencement Date ("**Quarterly Period**") setting out the following information:
- Total spend through framework during the relevant Quarterly Period;
 - Total spend through framework with each Authority during the relevant Quarterly Period; and
 - Total Management Levy due during the relevant Quarterly Period, including a breakdown of this by Authority.

SCHEDULE 5

Schedule 5A - Request Form (Identified Service Provider)

FRAMEWORK NUMBER:

REQUEST FORM NUMBER:

TO:

ADDRESS:

FROM:

DATE:

THIS IS A REQUEST FORM FOR THE PROVISION OF SERVICES IN ACCORDANCE WITH THE AGREEMENT REFERENCED ABOVE. THIS IS AN ENQUIRY DOCUMENT ONLY, CONSTITUTING AN INVITATION TO TREAT, AND IT DOES NOT CONSTITUTE AN OFFER CAPABLE OF ACCEPTANCE. YOUR PROPOSAL MUST BE SUBMITTED AS AN OFFER CAPABLE OF ACCEPTANCE BY THE AUTHORITY; HOWEVER SUCH ACCEPTANCE WILL NOT OCCUR UNLESS AND UNTIL THE AUTHORITY POSTS NOTICE OF ACCEPTANCE TO YOU.

ATTACHMENT 1 OF THIS REQUEST FORM SETS OUT THE SERVICES REQUIRED BY THE AUTHORITY AND OTHER RELEVANT INFORMATION.

IN YOUR PROPOSAL, YOU MUST RESPOND TO THE INFORMATION REQUESTED IN ATTACHMENT 1 BY COMPLETING ATTACHMENT 2.

ATTACHED TO THIS REQUEST FORM IS A DRAFT CALL-OFF CONTRACT. THE AUTHORITY IS UNDER NO OBLIGATION TO AWARD ANY CALL-OFF CONTRACT AS A RESULT OF THIS REQUEST FORM.

YOU MUST COMPLETE AND RETURN YOUR PROPOSAL BY []. PLEASE E-MAIL YOUR PROPOSAL, AND SEND A PAPER COPY TO:

NAME:

EMAIL ADDRESS:

POSTAL ADDRESS:

TELEPHONE:

ANY QUERIES REGARDING THIS REQUEST FORM SHOULD BE DIRECTED TO THE ABOVE. ANY QUERIES REGARDING THE AGREEMENT SHOULD BE DIRECTED TO THE PROCUREMENT MANAGER NAMED IN THE AGREEMENT.

SIGNED: _____

FOR AND ON BEHALF OF THE AUTHORITY

ATTACHMENTS:

ATTACHMENT 1: SERVICES TO BE PROVIDED AND OTHER RELEVANT
INFORMATION

ATTACHMENT 2: SERVICE PROVIDER'S PROPOSAL

ATTACHMENT 3: SPECIAL CONDITIONS FOR CALL-OFF

DRAFT CALL-OFF CONTRACT

Attachment 1

[To be completed by *the Authority*]

1. Services to be provided and associated information

[The Authority to: Detail here all (a) Services and (b) deliverables with full descriptions of what is required.

[Include a Project Plan that clearly identifies the project milestones against which payments are to be made. This may be as simple as a plan that contains dates for acceptance and completion. If no plan is available, or if the milestones cannot be specified at this stage, you must request the Service Provider to include a proposed plan and milestones in their response.]

You should also define other requirements you wish the Service Provider to respond to such as:

- *details of any technical and/or functional specifications and/or any service levels (as applicable) of any Deliverable or Service required by the Authority to be delivered or achieved by the Service Provider;*
- *Working Hours;*
- *CVs of the Personnel to be working on the project;*
- *estimated time-lines for each of the milestones and for the overall project;*
- *the Service Provider's best price offer based on charges (subject to Schedule 4);*
- *the Service Provider's proposal for staged payments or whether pro-rata monthly payments will apply;*
- *any materials, equipment or goods required to provide the Services, including Service Provider IPR deliverables and Third Party IPR deliverables;*
- *any material assumptions or facts relied upon by the Authority in compiling it and any other material information which relates to the Services required to be provided and/or performed;*
- *Service levels, and measurement thereof;*
- *any warranties and/or representations required from the Service Provider.*

2. Acceptance Criteria

[If the Authority requires any deliverable (whether in isolation or in combination with other deliverables (eg as a solution, package, or system)) and/or any Service to be subject to acceptance and/or service validation tests (as applicable), define the acceptance criteria which the Service Provider must ensure]

3. Timetable

Commencement Date *[complete only if different from the date of the Call-Off Contract]*: *[to be added by **the Authority**]*

Call-Off Term: *[to be added by **the Authority**]*

4. The Authority Account Details

Relevant account code and cost centre: *[to be added by **the Authority, if applicable**]*

5. The Authority's Call-Off Co-ordinator

Name: *[to be added by **the Authority**]*

Address: *[to be added by **the Authority**]*

Phone: *[to be added by **the Authority**]*

Email: *[to be added by **the Authority**]*

6. Additional insurance (if any) to be held by Service Provider:

[Delete as appropriate]

- a) Employer's liability insurance to be increased to £ *[to be added by **the Authority**]* million per incident;
- b) Public liability insurance to be increased to £ *[to be added by **the Authority**]* million per occurrence with financial loss extension;
- c) Professional indemnity insurance to be increased to £ *[to be added by **the Authority**]* million in the aggregate per annum for the duration of the Call-Off Contract/Agreement and for 6 years after expiry or termination of the Call-Off Contract/Agreement; and
- d) Product liability insurance to be increased to £ *[to be added by **the Authority**]* million in the aggregate per annum with financial loss extension.

Attachment 2

Proposal

[To be completed by the Service Provider]

1. Proposed Solution

The Service Provider should detail how it proposes to deliver the Services set out in Attachment 1, including (where requested) a Project Plan (this may be as simple as a plan that contains dates for acceptance testing and completion depending on the particular project), details of any equipment and materials required and service levels.

2. Charges

The Service Provider should set out the charges for the Services required, their provision and the contract model as set out in Attachment 1, taking into account that the rates used to calculate the Charges shall not exceed the Rates set out in Schedule 4 of this Agreement.

3. Service Team and Personnel

Details of the Service Provider's Manager, and Personnel, including grades and areas of responsibility. Please attach copies of CVs.

4. Experience

An outline of relevant past work or projects including references;

5. Proposed sub-contractors (if any)

Name and contact details of proposed sub-contractor(s) and details of any proposed sub-contracted work:

6. Proposed completion date

[Complete only if different from duration/expiry date stated in Attachment 1]:

7. Insurance

The Service Provider should confirm that additional insurance cover has/will be arranged according to the requirements (if any) set out in Attachment 1.

8. Other Information

Attachment 3

Special Conditions for Call-Off

[Note to Authorities: The Terms and Conditions of the Framework Agreement unamended apply to each Call-Off Contract. In addition, Authorities should decide whether any of the Special Conditions listed in this Attachment 3 apply to the Services being procured. If the Authority decides the Special Conditions apply, the clauses should be included in the Call-Off Contract in their unamended form. Authorities should refer to the more detailed guidance in the Framework Agreement Guidance Notes.]

Limitation of Liability:

The Service Provider's total liability to the Authority for all matters arising under or in connection with this Call-Off Contract, other than the legally excluded matters, death or personal injury, fraud or fraudulent misrepresentation, or any other liability which, by law, it cannot be excluded or limited, shall be £[to be added by **the Authority**] in the aggregate per annum for the duration of the Call-Off Contract.

CA1 Privacy and Data Protection

For the purposes of this Clause CA1, unless the context indicates otherwise, the following expressions shall have the following meanings:

“Authority Personal Data”	Personal Data and/or Sensitive Personal Data Processed by the Service Provider or any sub-contractor on behalf of the Authority, pursuant to or in connection with this Call-Off Contract;
“Data Controller”	has the meaning given to it in Data Protection Legislation;
“Data Processor”	has the meaning given to it in Data Protection Legislation;
“Data Protection Impact Assessment”	an assessment by the Data Controller of the impact of the envisaged Processing on the protection of Personal Data;
“Data Protection Legislation”	means: (a) the Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data; (b) Directive (EU) 2016/680 (the Law Enforcement Directive); (c) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018; (d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and (e) the Privacy and Electronic Communications (EC Directive) Regulations 2003;
“Data Subject”	has the meaning given to it in Data Protection Legislation;
“Personal Data”	has the meaning given to it in Data Protection Legislation;

“Processing”	has the meaning given to it in Data Protection Legislation and “Process” and “Processed” will be construed accordingly;
“Restricted Countries”	any country outside the European Economic Area other than the UK following withdrawal from the European Union;
“Sensitive Personal Data”	sensitive or special categories of Personal Data (as defined in Data Protection Legislation) which is Processed pursuant to or in connection with this Call-Off Contract; and
“Subject Request”	a request made by or on behalf of a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation including the right (i) to be informed, (ii) of access, (iii) to rectification, (iv) to erasure, (v) to restrict processing, (vi) to data portability, (vii) to object and (viii) to automated decision making including profiling.
CA1.1	With respect to the Parties' rights and obligations under the Call-Off Contract, the Parties acknowledge that the Authority is a Data Controller solely responsible for determining the purposes and manner in which Authority Personal Data is to be Processed, and that the Service Provider is a Data Processor.
CA1.2	Details of the Authority Personal Data to be Processed by the Service Provider and the purposes of such Processing are as follows:
CA1.2.1	<p>The Authority Personal Data to be Processed by the Service Provider (if any) concerns the following categories of Data Subject:</p> <p>Staff and relevant stakeholder information at client organisations that are involved in projects e.g. work email address and telephone numbers etc.</p> <p>In relation members of the public, to the extent they opt to participate in the project via their local authority or housing association.</p>
CA1.2.2	<p>The Authority Personal Data to be Processed includes the following types of Personal Data and/or Sensitive Personal Data:</p> <p>Names, email or postal addresses, telephone numbers, images (e.g. property image).</p>

- CA1.2.3 The Authority Personal Data is to be Processed for the following purpose(s):
- To ensure that the Service Provider can effectively comply with the contract to provide technical assistance services to organisations, plus consenting households as appropriate. See CA.1.2.7 for further details.
- CA1.2.4 The Authority Personal Data is to be Processed in the following Restricted Countries:
- Not used.
- CA1.2.5 The subject matter of the Authority Personal Data to be Processed is:
- The Processing is necessary to ensure that the Service Provider can effectively deliver the contract to provide technical assistance services to organisations, plus consenting households as appropriate.
- CA1.2.6 The duration of the Processing shall be:
- From the start of the contract (TBC) to the contract completion date (TBC).
- CA1.2.7 The nature and purpose of the Processing is:
- Processing may include collection, recording, storage, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available (for the purposes of delivering the technical assistance) and, only through consent from beneficiaries, through newsletters, reports and evaluations.
- CA1.3 Without prejudice to the generality of Clause 25 of the Agreement, the Service Provider shall:
- CA1.3.1 process the Authority Personal Data only in accordance with written instructions from the Authority to perform its obligations under the Call-Off Contract;
- CA1.3.2 use its reasonable endeavours to assist the Authority in complying with any obligations under Data Protection Legislation and shall not perform its obligations under this Call-Off Contract in such a way as to cause the Authority to breach any of its obligations under Data Protection Legislation to the extent the

Service Provider is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;

- CA1.3.3 notify the Authority without undue delay if it determines or is notified that an instruction to Process Personal Data issued to it by the Authority is incompatible with any obligations under Data Protection Legislation to the extent the Service Provider is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;
- CA1.3.4 maintain, and make available to the Authority on its request, documentation which describes the Processing operations for which it is responsible under this Call-Off Contract including:
 - CA1.3.4.1 the purposes for which Authority Personal Data is Processed;
 - CA1.3.4.2 the types of Personal Data and categories of Data Subject involved;
 - CA1.3.4.3 the source(s) of the Personal Data;
 - CA1.3.4.4 any recipients of the Personal Data;
 - CA1.3.4.5 the location(s) of any overseas Processing of Authority Personal Data;
 - CA1.3.4.6 retention periods for different types of Authority Personal Data; and
 - CA1.3.4.7 where possible a general description of the security measures in place to protect Authority Personal Data;
- CA1.3.5 where requested to do so by the Authority, assist the Authority in carrying out a Data Protection Impact Assessment in accordance with guidance issued from time to time by the Information Commissioner (and any relevant requirements detailed in Data Protection Legislation);
- CA1.3.6 without prejudice to any cyber security and/or payment card industry data security standard obligations in this Call-Off Contract, take appropriate technical and organisational security measures, which are appropriate to protect against unauthorised or unlawful Processing of Authority Personal Data and against accidental loss, destruction of, or damage to such Authority Personal Data which the Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the measures);

- CA1.3.7 without prejudice to any cyber security and/or payment card industry data security standard obligations in this Call-Off Contract, provide the Authority with such information as the Authority may from time to time require to satisfy itself of compliance by the Service Provider (and/or any authorised sub-contractor) with Clauses CA1.3.6 and CA1.3.8, including, protocols, procedures, guidance, training and manuals. For the avoidance of doubt, this shall include a full report recording the results of any privacy or security audit carried out at the request of the Service Provider itself or the Authority;
- CA1.3.8 notify the Authority without undue delay and in any event within 24 hours by written notice with all relevant details reasonably available of any actual or suspected breach of this Clause CA1, including the unauthorised or unlawful Processing of Authority Personal Data, or its accidental loss, destruction or damage;
- CA1.3.9 having notified the Authority of a breach in accordance with Clause CA1.3.8, keep the Authority properly and regularly informed in writing until the breach has been resolved to the satisfaction of the Authority;
- CA1.3.10 fully cooperate as the Authority requires with any investigation or audit in relation to Authority Personal Data and/or its Processing including allowing access to premises, computers and other information systems, records, documents and agreements as may be reasonably necessary (whether in relation to Processing pursuant to the Call-Off Contract, in relation to compliance with Data Protection Legislation or in relation to any actual or suspected breach), whether by the Authority (or any agent acting on its behalf), any relevant regulatory body, including the Information Commissioner, the police and any other statutory law enforcement agency, and shall do so both during the Call-Off Contract and after its termination or expiry (for so long as the Party concerned retains and/or Processes Authority Personal Data);
- CA1.3.11 notify the Authority within two (2) Business Days if it, or any sub-contractor, receives:
- CA1.3.11.1 from a Data Subject (or third party on their behalf):
- CA1.3.11.1.1 a Subject Request (or purported Subject Request); or
- CA1.3.11.1.2 any other request, complaint or communication relating to the Authority's obligations under Data Protection Legislation;

- CA1.3.11.2 any communication from the Information Commissioner or any other regulatory authority in connection with Authority Personal Data; or
 - CA1.3.11.3 a request from any third party for disclosure of Authority Personal Data where compliance with such request is required or purported to be required by law;
 - CA1.3.12 provide the Authority with full cooperation and assistance (within the timescales reasonably required by the Authority) in relation to any complaint, communication or request made as referred to in Clause CA1.3.11, including by promptly providing:
 - CA1.3.12.1 the Authority with full details and copies of the complaint, communication or request; and
 - CA1.3.12.2 where applicable, such assistance as is reasonably requested by the Authority to enable it to comply with the Subject Request within the relevant timescales set out in Data Protection Legislation;
 - CA1.3.13 when notified in writing by the Authority, supply a copy of, or information about, any Authority Personal Data. The Service Provider shall supply such information or data to the Authority within such time and in such form as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within two (2) Business Days from the date of the request;
 - CA1.3.14 when notified in writing by the Authority, comply with any agreement between the Authority and any Data Subject in relation to any Processing which causes or is likely to cause substantial and unwarranted damage or distress to such Data Subject, or any court order requiring the rectification, blocking, erasure or destruction of any Authority Personal Data; and
 - CA1.3.15 if required to do so by Data Protection Legislation, appoint a designated Data Protection Officer.
- CA1.4 The Service Provider shall not share Authority Personal Data with any sub-contractor without prior written consent from the Authority. The Service Provider shall provide the Authority with such information regarding the proposed sub-contractor as the Authority may reasonably require. The Service Provider shall only share Authority Personal Data with a sub-contractor where there is a written contract in place between the Service Provider and the sub-contractor which requires the sub-contractor to:
 - CA1.4.1 only Process Authority Personal Data in accordance with the Authority's written instructions to the Service Provider; and

CA1.4.2 comply with the same obligations which the Service Provider is required to comply with under this Clause CA1 (and in particular Clauses 14, 19.1, 19.2, 23.2, 25 and 26 of the Agreement).

CA1.5 The Service Provider shall, and shall procure that any sub-contractor shall:

CA1.5.1 only Process Authority Personal Data in accordance with the Authority's written instructions to the Service Provider and as reasonably necessary to perform the Call-Off Contract in accordance with its terms;

CA1.5.2 not Process Authority Personal Data for any other purposes (in whole or part) and specifically, but without limitation, reproduce or refer to it in training materials, training courses, commercial discussions and negotiations with third parties or in relation to proposals or tenders with the Authority;

CA1.5.3 not Process Authority Personal Data in such a way as to:

CA1.5.3.1 place the Authority in breach of Data Protection Legislation;

CA1.5.3.2 expose the Authority to the risk of actual or potential liability to the Information Commissioner or Data Subjects;

CA1.5.3.3 expose the Authority to reputational damage including adverse publicity;

CA1.5.4 not allow Service Provider's Personnel to access Authority Personal Data unless such access is necessary in connection with the provision of the Services;

CA1.5.5 take all reasonable steps to ensure the reliability and integrity of all Service Provider's Personnel who can access Authority Personal Data;

CA1.5.6 ensure that all Service Provider's Personnel who can access Authority Personal Data:

CA1.5.6.1 are informed of its confidential nature;

CA1.5.6.2 are made subject to an explicit duty of confidence;

CA1.5.6.3 understand and comply with any relevant obligations created by either this Call-Off Contract or Data Protection Legislation; and

- CA1.5.6.4 receive adequate training in relation to the use, care, protection and handling of Personal Data on an annual basis.
- CA1.5.7 not disclose or transfer Authority Personal Data to any third party without the Service Provider having obtained the prior written consent of the Authority (save where such disclosure or transfer is specifically authorised under this Call-Off Contract);
- CA1.5.8 without prejudice to Clause CA1.3.6, wherever the Service Provider uses any mobile or portable device for the transmission or storage of Authority Personal Data, ensure that each such device encrypts Authority Personal Data; and
- CA1.5.9 comply during the course of the Call-Off Contract with any written retention and/or deletion policy or schedule provided by the Authority to the Service Provider from time to time;
- CA1.6 The Service Provider shall not, and shall procure that any sub-contractor shall not, Process or otherwise transfer any Authority Personal Data in or to any Restricted Countries without prior written consent from the Authority (which consent may be subject to additional conditions imposed by the Authority).
- CA1.7 If, after the commencement of the Services, the Service Provider or any sub-contractor wishes to Process and/or transfer any Authority Personal Data in or to any Restricted Countries, the following provisions shall apply:
 - CA1.7.1 the Service Provider shall submit a written request to the Authority setting out details of the following:
 - CA1.7.1.1 the Authority Personal Data which will be transferred to and/or Processed in any Restricted Countries;
 - CA1.7.1.2 the Restricted Countries which the Authority Personal Data will be transferred to and/or Processed in;
 - CA1.7.1.3 any sub-contractors or other third parties who will be Processing and/or receiving Authority Personal Data in Restricted Countries;
 - CA1.7.1.4 how the Service Provider shall ensure an adequate level of protection and adequate safeguards in respect of the Authority Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the Authority's compliance with Data Protection Legislation;

- CA1.7.2 in preparing and evaluating such a request, the Parties shall refer to and comply with applicable policies, procedures, guidance and codes of practice produced by the Parties and/or the Information Commissioner in connection with the Processing of Personal Data in (and/or transfer of Personal Data to) any Restricted Countries;
- CA1.7.3 the Service Provider shall comply with any written instructions and shall carry out such actions as the Authority may notify in writing when providing its consent to such Processing or transfers, including:
- CA1.7.3.1 incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) into this Call-Off Contract or a separate data processing agreement between the Parties; and
 - CA1.7.3.2 procuring that any sub-contractor or other third party who will be Processing and/or receiving or accessing the Authority Personal Data in any Restricted Countries enters into a data processing agreement with the Service Provider on terms which are equivalent to those agreed between the Authority and the Service Provider in connection with the Processing of Authority Personal Data in (and/or transfer of Authority Personal Data to) any Restricted Countries, and which may include the incorporation of the clauses referred to in CA1.7.3.1.

CA1.8 The Service Provider and any sub-contractor (if any), acknowledge:

- CA1.8.1 the importance to Data Subjects and the Authority of safeguarding Authority Personal Data and Processing it only in accordance with the Authority's written instructions and the Call-Off Contract;
- CA1.8.2 the loss and damage the Authority is likely to suffer in the event of a breach of the Call-Off Contract or negligence in relation to Authority Personal Data;
- CA1.8.3 any breach of any obligation in relation to Authority Personal Data and/or negligence in relation to performance or non performance of such obligation shall be deemed a material breach of Call-Off Contract and the Agreement;
- CA1.8.4 notwithstanding Clause 29.1.1 of the Agreement, if the Service Provider has committed a material breach under Clause CA1.8.3

on two or more separate occasions, the Authority may at its option:

CA1.8.4.1 exercise its step in rights pursuant to Clause CA16;

CA1.8.4.1 withdraw authorisation for Processing by a specific sub-contractor by immediate written notice; or

CA1.8.4.2 terminate the Call-Off Contract and/or the Agreement in whole or part with immediate written notice to the Service Provider.

CA1.9 Compliance by the Service Provider with this Clause CA1 shall be without additional charge to the Authority.

CA1.10 The Service Provider shall remain fully liable for all acts or omissions of any sub-contractor.

CA1.11 Following termination or expiry of this Call-Off Contract, howsoever arising, the Service Provider:

CA1.11.1 may Process the Authority Personal Data only for so long and to the extent as is necessary to properly comply with its non contractual obligations arising under law and will then comply with Clause CA1.11.3;

CA1.11.2 where Clause CA1.11.1 does not apply, may Process the Authority Personal Data only for such duration as agreed in Clause CA1.2.6 above and following this will then comply with Clauses CA1.11.3 and CA1.11.4;

CA1.11.3 subject to Clause CA1.11.1, shall on written instructions from the Authority either securely destroy or securely and promptly return to the Authority or a recipient nominated by the Authority (in such usable format as and to the extent the Authority may reasonably require) the Authority Personal Data; or

CA1.11.4 in the absence of instructions from the Authority after 12 months from the expiry or termination of the Call-Off Contract securely destroy the Authority Personal Data.

CA1.12 Authority Personal Data may not be Processed following termination or expiry of the Call-Off Contract save as permitted by Clause CA1.11.

CA1.13 For the avoidance of doubt, and without prejudice to Clause CA1.11, the obligations in this Clause CA1 shall apply following termination or expiry of the Call-Off Contract to the extent the Party concerned retains or Processes Authority Personal Data.

CA1.14 The indemnity in Clause 21 of the Agreement shall apply to any breach of Clause CA1 and shall survive termination or expiry of the Call-Off Contract.

CA1.15 The Parties' liability in respect of any breach of Clause 25.1 of the Call-Off Contract and this Clause CA1 insofar as they relate to fines, court awards, settlements and legal costs shall be unlimited.

CA19 Transfer of Employees to Service Provider

CA19.1 For the purposes of this Clause CA19 and Clause CA20, unless the context indicates otherwise, the following expressions shall have the following meanings:

CA19.1.1 **"Current Service Provider(s)"** means the provider or providers of services substantially similar to the Services immediately before the Call-Off Contract commencement date;

CA19.1.2 **"Employment Costs"** means all salaries, wages, commissions, bonuses, holiday pay (including payment for accrued but untaken holiday), sick pay, national insurance contributions, pension contributions made to or on behalf of an employee or worker, taxation (including all income tax deductible under PAYE) and all other emoluments);

CA19.1.3 **"Employment Liabilities"** means all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, damages, awards, compensation, claims, demands, proceedings and legal costs (on a full indemnity basis);

CA19.1.4 **"Final Staff List"** has the meaning set out in Clause CA20.4;

CA19.1.5 **"Further Transfer Date"** means the date on which the Services (or any part of them) cease to be provided by the Service Provider and start to be performed by the Authority or any Replacement Service Provider when (assuming that TUPE applies) the transfer of employment of the Re-Transferring Personnel from the Service Provider to the Authority or any Replacement Service Provider occurs;

CA19.1.6 **"Relevant Period"** means the period starting on the earlier of:

- (a) the date falling 6 calendar months before the date of expiry of the Call-Off Contract; or
- (b) if the Call-Off Contract is terminated by either Party in accordance with Clause 29.3 or by the Authority in accordance with Clause 29.1, 29.2, 29.4 or 29.5, the date of the relevant termination notice;

and ending on the Further Transfer Date;

CA19.1.7 **“Replacement Service Provider”** means any replacement supplier or provider to the Authority of the Services (or any part of the Services) and any Sub-Contractor to such replacement supplier or provider;

CA19.1.8 **“Re-Transferring Personnel”** means any Service Provider's Personnel who are assigned (for the purposes of TUPE) to the relevant Services (or any part of them) immediately before the Further Transfer Date and whose employment contract or engagement (or part thereof) will transfer to the Authority or the Replacement Service Provider pursuant to TUPE with effect from the Further Transfer Date;

CA19.1.9 **“Staff List”** has the meaning set out in Clause CA20.1.1;

CA19.1.10 **“Staffing Information”** has the meaning set out in Clause CA20.1;

CA19.1.11 **“Sub-Contractor”** means any subcontractor to the Current Service Provider(s), the Service Provider or the Replacement Service Provider as the context dictates which is engaged in the provision of the Services or any part of them (or services substantially similar to the Services or any part of them) and includes the sub-contractor of any such sub-contractor;

CA19.1.12 **“Transfer of Services”** means the transfer of the provision of the Services from the Current Service Provider and any Sub-Contractor to the Service Provider and any Sub-Contractor;

CA19.1.13 **“Transferring Staff”** means such employees and workers of the Current Service Provider(s) (and its Sub-Contractors) as are assigned (for the purposes of TUPE) to the Services immediately before the Transfer of Services the identities of whom as at the date of this Call-Off Contract are listed in Appendix 1 to this Clause CA19; and

CA19.1.14 **“TUPE”** means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

CA19.2 It is understood and acknowledged by the Parties that TUPE applies to the Transfer of Service and accordingly, pursuant to TUPE, the contracts of employment or engagement (or any relevant part thereof) between the Current Service Provider and any Sub-Contractor and the Transferring Staff will have effect from the commencement date of the Call-Off Contract as if originally made between the Service Provider (or its Sub-Contractor(s)) and the Transferring Staff (except in relation to occupational pension scheme

benefits excluded under Regulation 10 of TUPE which will be subject to the provisions of Clause CA19.3).

CA19.3 The Service Provider will provide the Transferring Staff with access to a pension scheme in accordance with the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 and TUPE with effect from the commencement date of the Call-Off Contract

CA19.4 The Parties agree that all Employment Costs in respect of the Transferring Staff will be allocated as follows:

CA19.4.1 the Current Service Provider(s) will be responsible for any Employment Costs relating to the period up to the commencement date of the Call-Off Contract; and

CA19.4.2 the Service Provider will be responsible for any Employment Costs relation to the period on and after the commencement date of the Call-Off Contract (provided that if any contract of employment or engagement transfers in part, this shall only apply to the Employment Costs relating to the transferred part),

and Employment Costs will if necessary be apportioned on a time basis between the Current Service Provider(s) and the Service Provider, regardless of when such sums fall to be paid.

CA19.5 The Authority warrants to the Service Provider that none of the Authority's employees or workers will transfer to the Service Provider under TUPE as a result of the Transfer of Service.

CA19.6 The Service Provider will indemnify and keep indemnified the Authority and the Current Service Provider(s) (and its Sub-Contractors) from and against all Employment Liabilities which the Authority or the Current Service Provider(s) (or its Sub-Contractors) incur or suffer arising out of or in connection with:

CA19.6.1 any act or omission by or on behalf of the Service Provider (or its Sub-Contractors) in respect of any person employed or engaged by it (or its Sub-Contractors) (including the Transferring Staff) on or after the commencement date of the Call-Off Contract;

CA19.6.2 any failure by the Service Provider (or its Sub-Contractors) to comply with Regulation 13 of TUPE in relation to the Transfer of Services;

CA19.6.3 any claim brought or other action taken by or on behalf of any of the Transferring Staff which arises from or in connection with (directly or indirectly) any act or omission or communication made to the Transferring Staff by the Service Provider (or its

Sub-Contractors) before the commencement date of the Call-Off Contract;

CA19.6.4 the employment or engagement or termination of employment or engagement by the Service Provider (or its Sub-Contractors) of any Transferring Staff on or after the commencement date of the Call-Off Contract;

CA19.6.5 any actual or proposed changes by the Service Provider (or its Sub-Contractors) to the terms and conditions of employment or engagement or working conditions of any of the Transferring Staff which are or are alleged to be to the detriment of any of the Transferring Staff.

For the avoidance of doubt, the Service Provider (and/or its Sub-Contractors) shall have full liability under this paragraph CA19.6 if it is held or alleged that: (a) the contract of employment or engagement as at immediately prior to the commencement date of the Call-Off Contract of any of the Transferring Staff does not transfer in its entirety to the Service Provider (and/or its Sub-Contractors) and/or (b) liability for any such contract of employment or engagement of any such Transferring Staff does not transfer in its entirety to the Service Provider (and/or its Sub-Contractors).

CA19.7 The Service Provider will provide the Current Service Provider(s) (or its Sub-Contractors), as soon as practicable, but in any event in good time before the commencement date of the Call-Off Contract with all information which the Current Service Provider (or its Sub-Contractors) may reasonably require to enable it to comply with its information and consultation obligations under TUPE and, if requested, will confirm to the Authority when it has done so and provide a copy to the Authority.

CA19.8 The Service Provider warrants and undertakes to the Authority that all information given to the Current Service Provider(s) (or its Sub-Contractors) regarding the Transferring Staff and any measures it proposes to take in relation to them is and will be full and accurate in all respects.

CA19.9 Clause 33.1 shall be amended so that benefits conferred on the Current Service Provider or its Sub-Contractors under this Clause CA19 shall be enforceable by them.

Appendix 1 to Clause CA19

List of Transferring Staff

Redacted

CA20 Transfer of Employees on Expiry or Termination

CA20.1 The Service Provider will promptly provide (and procure that its Sub-Contractors provide) when requested by the Authority (but not more than twice in any 12 month period) and not more than 7 days after the date of any notice to terminate this Call-Off Contract given by either Party, the following information to the Authority:

CA20.1.1 an anonymised or pseudonymised list of current Service Provider's Personnel and employees and workers of its Sub-Contractors engaged in the provision of the Services (each identified as such in the list) (the "**Staff List**");

CA20.1.2 such of the information specified in Appendix 1 to this Clause CA20 as is requested by the Authority in respect of each individual included on the Staff List;

CA20.1.3 in the situation where notice to terminate this Call-Off Contract has been given, an anonymised or pseudonymised list of any persons who are materially engaged or have been materially engaged during the preceding six months in the provision of the Services, whom the Service Provider considers will not transfer under TUPE for any reason whatsoever together with details of their role and the reasons why the Service Provider thinks such persons will not transfer,

such information together being the "**Staffing Information**".

CA20.2 The Service Provider will notify the Authority as soon as practicable and in any event within 5 days of the Service Provider becoming aware of any additional or new Staffing Information and any changes to any Staffing Information already provided.

CA20.3 The Service Provider warrants to the Authority and any Replacement Service Provider that any Staffing Information which it supplies (including any copies of it) is complete and accurate in all respects and will be kept complete and accurate.

CA20.4 Subject to Clause CA20.5, the Service Provider will provide the Authority and any Replacement Service Provider with a final Staff List (the "**Final Staff List**") and Staffing Information relating to persons on that list not less than 28 days before the Further Transfer Date.

CA20.5 If the Call-Off Contract is terminated by either Party in accordance with Clause 29.3 or by the Authority in accordance with Clause 29.1, 29.2, 29.4 or 29.5 then the Final Staff List will be provided by the Service Provider to the Authority as soon as practicable and no later than 14 days after the date of termination of the Call-Off Contract.

CA20.6 The Service Provider warrants that as at the Further Transfer Date:

- CA20.6.1 the Final Staff List and the Staffing Information relating to persons on that list will be complete and accurate;
 - CA20.6.2 the Final Staff List will identify all actual and potential Re-Transferring Personnel; and
 - CA20.6.3 it will have disclosed all terms and conditions of employment or engagement and other Staffing Information relating to the Re-Transferring Personnel to the Authority and any Replacement Service Provider.
- CA20.7 During the Relevant Period the Service Provider will not and will procure that its Sub-Contractors do not without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed):
- CA20.7.1 terminate or give notice to terminate the employment or engagement or replace the persons listed on the most recent Staff List or any Re-Transferring Personnel (save for any termination for gross misconduct, provided that the Authority is informed promptly of such termination);
 - CA20.7.2 deploy or assign any other person to perform the Services who is not included on the most recent Staff List other than temporarily and in the ordinary course of business;
 - CA20.7.3 make, propose or permit any changes to the terms and conditions of employment or engagement of any persons listed on the most recent Staff List or any Re-Transferring Personnel;
 - CA20.7.4 increase to any significant degree the proportion of working time spent on the Services by any of the Service Provider's Personnel other than temporarily and in the ordinary course of business; or
 - CA20.7.5 introduce any new contractual or customary practice (including for the avoidance of doubt any payments on termination of employment or engagement) applicable to any person listed on the most recent Staff List or any Re-Transferring Personnel.
- CA20.8 The Service Provider will promptly notify the Authority of any notice of resignation received from any person listed on the most recent Staff List or the Final Staff List (if any) during the Relevant Period regardless of when such notice takes effect.
- CA20.9 The Service Provider agrees that the Authority will be permitted to disclose any information provided to it under this Clause CA20 in anonymised or pseudonymised form to any person who has been invited to tender for the provision of the Services (or similar services) and to any third party engaged

by the Authority to review the delivery of the Services and to any Replacement Service Provider.

CA20.10 If TUPE applies on the expiry or termination of the Call-Off Contract, on the termination or variation of any Service or any part of such a Service, or on the appointment of a Replacement Service Provider, the following will apply:

CA20.10.1 The contracts of employment or engagement of the Re-Transferring Personnel (or relevant parts thereof) will have effect from the Further Transfer Date as if originally made between the Re-Transferring Personnel and the Authority or Replacement Service Provider (or its Sub-Contractor) (as appropriate) (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be treated in accordance with the provisions of the Pensions Act 2004 and the Transfer of Employment (Pensions Protection) Regulations 2005).

CA20.10.2 During the Relevant Period the Service Provider will:

CA20.10.2.1 provide the Authority or Replacement Service Provider (as appropriate) with access to such employment and payroll records as the Authority or Replacement Service Provider (as appropriate) may require to put in place the administrative arrangements for the transfer of the contracts of employment or engagement of the Re-Transferring Personnel to the Authority or Replacement Service Provider (as appropriate);

CA20.10.2.2 allow the Authority or Replacement Service Provider (as appropriate) to have copies of any of those employment and payroll records;

CA20.10.2.3 provide all original employment or engagement records relating to the Re-Transferring Personnel to the Authority or Replacement Service Provider (as appropriate) when required in order to facilitate the transfer; and

CA20.10.2.4 co-operate with the Authority and any Replacement Service Provider in the orderly management of the transfer of employment or engagement of the Re-Transferring Personnel which may include, without limitation:

(a) re-allocating the time spent on the Services by any person on the Staff List, in each case before the Further Transfer Date (so that they are or are

not (as required by the Authority and/or Replacement Service Provider) then Re-Transferring Personnel), where the role of any such person would otherwise become fragmented between two (or more) employers on the Further Transfer Date and, in the reasonable opinion of the Authority or the Replacement Service Provider, such fragmentation would not be workable and/or would result, or would be deemed by such relevant person on the Staff List to result, in the worsening of working conditions of that person or adversely impact upon the protection afforded to that person by TUPE; and

- (b) permitting the Authority or Replacement Service Provider upon reasonable request to consult with the Re-Transferring Personnel or their representatives before the Further Transfer Date in relation to measures connected to the transfer of their employment or engagement (or any part thereof).

If the Re-Transferring Personnel are employed or engaged by Sub-Contractors, the Service Provider will procure such Sub-Contractors provide the Authority or Replacement Service Provider (as appropriate) with the same level of access, information and cooperation.

CA20.10.3 The Service Provider warrants to each of the Authority and the Replacement Service Provider that as at the Further Transfer Date no Re-Transferring Personnel (except where the Service Provider has notified the Authority and the Replacement Service Provider (if appointed) in writing to the contrary) to the Service Provider's knowledge:

- CA20.10.3.1 is under notice of termination;
- CA20.10.3.2 is on long-term sick leave;
- CA20.10.3.3 is on maternity, parental or adoption leave;
- CA20.10.3.4 has committed any serious security breach or engaged in any serious fraudulent activity or misconduct amounting to a breach of any regulations;
- CA20.10.3.5 is entitled or subject to any additional terms and conditions of employment or engagement other

- than those disclosed to the Authority or Replacement Service Provider (as appropriate);
- CA20.10.3.6 is or has been within the previous two years the subject of formal disciplinary proceedings;
 - CA20.10.3.7 has received a written warning (other than a warning that has lapsed);
 - CA20.10.3.8 has taken or been the subject of a grievance procedure within the previous two years; or
 - CA20.10.3.9 has objected, or has indicated an intention to object, in accordance with TUPE to his or her employment or engagement (or part thereof) transferring to the Authority or Replacement Service Provider (as appropriate) under TUPE.
- CA20.10.4 The Service Provider undertakes to each of the Authority and any Replacement Service Provider that it will (and will procure that its Sub-Contractors will):
- CA20.10.4.1 continue to perform and observe all of its obligations under or in connection with the contracts of employment or engagement of the Re-Transferring Personnel and any collective agreements relating to the Re-Transferring Personnel up to the Further Transfer Date;
 - CA20.10.4.2 pay to the Re-Transferring Personnel all Employment Costs to which they are entitled from the Service Provider or any Sub-Contractor which fall due in the period up to the Further Transfer Date;
 - CA20.10.4.3 to pay to the Authority or the Replacement Service Provider (as appropriate) within 7 days of the Further Transfer Date any apportioned sum in respect of Employment Costs as set out in Clause CA20.10.5; and
 - CA20.10.4.4 to comply in all respects with its information and consultation obligations under TUPE and to provide to the Authority or Replacement Service Provider (as appropriate) such information as the Authority or Replacement Service Provider may request in order to verify such compliance.
- CA20.10.5 The Parties agree that all Employment Costs in respect of the Re-Transferring Personnel will be allocated as follows:

- CA20.10.5.1 the Service Provider will be responsible for any Employment Costs relating to the period up to the Further Transfer Date;
- CA20.10.5.2 the Authority or (where appointed) any Replacement Service Provider will be responsible for the Employment Costs relating to the period on and after the Further Transfer Date (provided that if any contract of employment or engagement transfers in part, this shall only apply to the Employment Costs relating to the transferred part),

and will if necessary be apportioned on a time basis (regardless of when such sums fall to be paid).

CA20.10.6 The Service Provider will indemnify and keep indemnified each of the Authority and any Replacement Service Provider from and against all Employment Liabilities which the Authority or the Replacement Service Provider incurs or suffers arising directly or indirectly out of or in connection with:

- CA20.10.6.1 any failure by the Service Provider to comply with its obligations under this Clause CA20.10;
- CA20.10.6.2 any act or omission (whether alleged or actual) by or on behalf of the Service Provider (or its Sub-Contractors) in respect of the Re-Transferring Personnel whether occurring before on or after the Further Transfer Date;
- CA20.10.6.3 any failure by the Service Provider (or its Sub-Contractors) to comply with Regulation 13 of TUPE (except to the extent that such failure arises from a failure by the Authority or the Replacement Service Provider to comply with Regulation 13 of TUPE);
- CA20.10.6.4 any claim or demand by HMRC or any other statutory authority in respect of any financial obligation including but not limited to PAYE and national insurance contributions in relation to any Re-Transferring Personnel to the extent that such claim or demand relates to the period from the Call-Off Contract commencement date to the Further Transfer Date;
- CA20.10.6.5 any claim or demand or other action taken against the Authority or any Replacement Service Provider by any person employed or engaged by the Service Provider (or its Sub-Contractors) (other than Re-Transferring Personnel included on the

Final Staff List) who claims (whether correctly or not) that the Authority or Replacement Service Provider has inherited any liability from the Service Provider (or its Sub-Contractors) in respect of them by virtue of TUPE; and

CA20.10.6.6 any claim or demand or other action taken against the Authority or any Replacement Service Provider by any Re-Transferring Personnel who continues to be employed or engaged in part by the Service Provider after the Further Transfer Date and which arises directly or indirectly out of or in connection with that retained employment or engagement or its termination.

For the avoidance of doubt, the Service Provider shall have full liability under this clause CA20.10.6 if it is held or alleged that: (a) the contract of employment or engagement as at immediately prior to the Further Transfer Date of any of the Re-Transferring Employees does not transfer in its entirety to the Authority and/or any Replacement Service Provider (and/or its/their Sub-Contractors) and/or (b) liability for any such contract of employment or engagement of any such Re-Transferring Employees does not transfer in its entirety to the Authority and/or any Replacement Service Provider (and/or its/their Sub-Contractors).

CA20.11 If TUPE does not apply on the expiry or termination of the Call-Off Contract, the Service Provider will remain responsible for the Service Provider Personnel and will indemnify and keep indemnified the Authority against all Employment Liabilities which the Authority incurs or suffers arising directly or indirectly out of or in connection with the employment or engagement or its termination of any of the Service Provider Personnel or former Service Provider Personnel.

CA20.12 The Service Provider will procure that whenever the Authority so requires on reasonable notice at any time during the continuance in force of this Call-Off Contract and for 2 years following the date of expiry or earlier termination of the Call-Off Contract the Authority will be given reasonable access to and be allowed to consult with any person, consultant or employee who, at that time:

CA20.12.1 is still an employee or sub-contractor of the Service Provider or any of the Service Provider's associated companies; and

CA20.12.2 was at any time employed or engaged by the Service Provider in order to provide the Services to the Authority under this Call-Off Contract,

and such access and consultation will be provided on the first occasion free of charge and thereafter be charged at reasonable rates for the time spent by the Service Provider or its employees or Sub-Contractors on such consultation. The Service Provider will use all reasonable endeavours to procure that such persons co-operate with the Authority's requests.

CA20.13 Clause 33.1 shall be amended so that benefits conferred on the Replacement Service Provider under this Clause CA20 shall be enforceable by them.

CA20.14 For the purposes of this Clause CA20, any reference to the Authority shall also include any member of the Authority Group to which any Re-Transferring Staff or liability relating thereto does or is alleged to transfer under TUPE. For the avoidance of doubt, any such member of the Authority Group shall be able to enforce the terms of this Clause CA20 in accordance with Clause 31.1.

Appendix 1 to Clause CA20

Information to be provided in respect of those on the Staff List

- Amount of time spent on the Services (or any part of the Services specified by the Authority)
- Organisational chart and such other information about the organisation of the workforce involved in the Services (and any part thereof) as the Authority may require
- Age
- Role Title/Designation and Role Profile
- Annual Salary £
- Bonus and Commission Amount and Frequency
- Pay Frequency and Date
- Overtime - Contractual or Non Contractual and Rates
- Contractual Working Hours
- Contract Type - Permanent/Temporary
- Geographical Area Of Work/Location
- Commencement of Employment Date
- Continuous Service Date
- Car Allowance
- Pension Contributions
 - 1) Employer
 - 2) Employee
 - Including additional information on:
 - who were originally employees of the Authority;
 - who were members of (or eligible to become members of) the TfL Pension Fund / The Local Government Pension Scheme for England and Wales/The Principal Civil Service Pension Scheme;
 - whose employment transferred from the Authority to the Service Provider under TUPE; and
 - who were entitled to broadly comparable benefits under the Current Service Provider's Scheme
- Details of the relevant employee representative body or bodies and relevant collective agreements
- Date of Annual Pay Award
- Annual Leave Entitlement
- Contractual Notice Period
- Public Holiday/Concessionary Days Entitlement
- Sickness Entitlement (in 12 month rolling period)
- Salary/wage increases pending
- Eligibility for enhanced redundancy pay and any other contractual or non-contractual termination of severance arrangements (including methods of calculation)

- Details of any other benefits provided, whether contractual or non-contractual
- Copy of employment contract or applicable standard terms and employee handbook
- Any loans or educational grants
- For those employees who are foreign nationals the country of citizenship, immigration status and all documentation required by law to demonstrate a right to work in the United Kingdom
- Information on any disciplinary or grievance procedure taken against or by an employee in the two years immediately preceding the information being provided
- Information about any tribunal claims in the immediately preceding two years or whether there are reasonable grounds to believe a claim may be brought
- Department and place on organisation chart
- Average absence due to sickness
- Training and competency records

Clauses 7.2, 7.3 and 7.4 shall be deleted and replace with the following:

CA21.1 At the end of each 4-week period (or such other period as may be specified in accordance with Clause 7.1) ("**the Payment Period**"), the Service Provider shall submit to the Call-Off Co-ordinator a cost summary in respect of the Charges for that Payment Period ("**Cost Summary**").

CA21.2 Each Cost Summary shall:

CA21.2.1 contain all information required by the Authority including the Contract Reference Number, Call-Off Number, SAP order number, the Authority Account Details, the Service Provider's name and address and a brief description of the Services provided during the Payment Period to which such Cost Summary relates;

CA21.2.2 be clear, concise, accurate and adequately descriptive to avoid delays in processing and subsequent payment;

CA21.2.3 identify any additional charges by virtue of a variation pursuant to Clause 34 of the Agreement; and

CA21.2.4 show VAT separately.

CA21.3 If the Authority considers that the Charges claimed by the Service Provider in any Cost Summary (or revised Cost Summary) have:

CA21.3.1 been correctly calculated and that such Cost Summary is otherwise correct, the Authority shall notify the Service Provider of its approval within 10 Business Days of receipt of such Cost Summary and the Service Provider shall submit an invoice in respect of such Cost Summary. Each invoice shall contain the SAP order number and any other information reasonably required by the Authority in respect of such invoice. The Service Provider shall send each invoice to the address set out in Schedule 1 and

(subject to the provisions of any related guarantee and Clause 20) payment of the approved amount shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose from time to time within 30 days of receipt of such invoice or such other time period as may be specified in Schedule 1;

CA21.3.2 not been calculated correctly and/or if the Cost Summary contains any other error or inadequacy, the Authority shall notify the Service Provider within 10 Business Days of receipt of such Cost Summary and the Parties shall work together to resolve the error or inadequacy. Upon resolution, the Service Provider shall submit a revised Cost Summary to the Authority. Any loss and/or additional expenses incurred by the Service Provider in correcting and/or re-submitting any Cost Summary shall be at the Service Provider's expense.

A28 Ethical Sourcing

A28.1 The Authority is committed to ensuring that workers employed in its supply chains in the UK and throughout the world are treated fairly, humanely and equitably. In the course of complying with this Contract, the Service Provider shall:

A28.1.1 adhere to the principles of and shall procure that its subcontractors (as applicable) adhere to the principles of the Ethical Trading Initiative ("ETI") Base Code as set out in Appendix 1 to this Clause A28; and

A28.1.2 implement an Ethical Sourcing and Modern Slavery Action Plan designed to protect workers from labour exploitation and human rights abuses and ensure compliance with the Modern Slavery Act 2015 and the GLA Group Responsible Procurement Policy in accordance with the requirements of Appendix 2 to this Clause A28.

A28.2 The Service Provider will, within 90 days of the Service Commencement Date, produce an Ethical Sourcing and Modern Slavery Action Plan identifying the main risks of modern slavery, human trafficking, forced and bonded labour and human rights violations in its supply chain, highlighting the main products and countries involved and the steps to be taken by the Service Provider to mitigate the risks in the short, medium and long term. The costs of the creation and implementation of the Ethical Sourcing and Modern Slavery Action Plan shall be borne by the Service Provider.

A28.3 The Service Provider will update the Ethical Sourcing and Modern Slavery Action Plan annually for the duration of this Contract. More regular updates will be provided when risks of modern slavery, human trafficking, forced and bonded labour and human rights violations in its supply chain are assessed as imminent either by the Service Provider or the Authority.

- A28.4 The Service Provider shall, where relevant, train its employees and subcontractors to ensure compliance with this Clause A28. The Service Provider shall keep a record of all training completed by its employees and subcontractors and shall make a copy of the record available to the Authority on request.
- A28.5 During the course of this Contract, if the Authority has reasonable cause to believe that the Service Provider is not complying with any provision of Clause A28, then the Authority shall notify the Service Provider and the Parties shall agree a remediation plan with appropriate timeframes for compliance by the Service Provider, such remediation plan to be agreed by the Parties by no later than 30 days from the date of the Authority's notification to the Service Provider that remedial action is required or such other period as the Parties may otherwise agree in writing. The costs of the creation and implementation of the remediation plan shall be borne by the Service Provider.
- A28.6 Following agreement of the remediation plan described in Clause A28.5, the Authority reserves the right to conduct, or require to be conducted, one or more audits, (either itself or via a third-party auditor approved by the Authority) in relation to compliance by the Service Provider with the remediation plan.
- A28.7 For the avoidance of doubt, the right of audit contained in this Clause A28 shall include without limitation the right of the Authority (or an auditor appointed by the Authority) acting reasonably to undertake physical inspections of relevant sites/factories, to conduct interviews with relevant personnel and to inspect relevant documents. The Service Provider shall co-operate and shall procure that its subcontractors (as applicable) co-operate with the Authority and the Authority's auditor in relation to all aspects of any audit.
- A28.8 The Service Provider shall make the audit reports required pursuant to Clause A28.7 available to the Authority through the Suppliers Ethical Data Exchange ("**Sedex**"), or an equivalent process.

Appendix 1 to Clause A28 - Ethical Sourcing Appendix: The ETI Base Code

1.1 EMPLOYMENT IS FREELY CHOSEN

- 1.1.1 There is no forced, bonded or involuntary prison labour.
- 1.1.2 Workers are not required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice.

1.2 FREEDOM OF ASSOCIATION AND THE RIGHT TO COLLECTIVE BARGAINING ARE RESPECTED

- 1.2.1 Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.
- 1.2.2 The employer adopts an open attitude towards the activities of trade unions and their organisational activities.
- 1.2.3 Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace.
- 1.2.4 Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

1.3 WORKING CONDITIONS ARE SAFE AND HYGIENIC

- 1.3.1 A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
- 1.3.2 Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.
- 1.3.3 Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- 1.3.4 Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
- 1.3.5 The company observing the code shall assign responsibility for health and safety to a senior management representative.

1.4 CHILD LABOUR SHALL NOT BE USED

- 1.4.1 There shall be no new recruitment of child labour.
- 1.4.2 Companies shall develop or participate in and contribute to policies and programmes which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child.
- 1.4.3 Children and young persons under 18 shall not be employed at night or in hazardous conditions.
- 1.4.4 These policies and procedures shall conform to the provisions of the relevant ILO standards.

1.5 LIVING WAGES ARE PAID

- 1.5.1 Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.
- 1.5.2 All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.
- 1.5.3 Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded.

1.6 WORKING HOURS ARE NOT EXCESSIVE

- 1.6.1 Working hours comply with at least UK national laws and benchmark industry standards, whichever affords greater protection.
- 1.6.2 In any event, workers shall not on a regular basis be required to work in excess of 48 hours per week and shall be provided with at least one day off for every 7 day period on average. Overtime shall be voluntary, shall not exceed 12 hours per week, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

1.7 NO DISCRIMINATION IS PRACTICED

- 1.7.1 There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

1.8 REGULAR EMPLOYMENT IS PROVIDED

- 1.8.1 To every extent possible, work performed must be on the basis of recognised employment relationship established through national law and practice.
- 1.8.2 Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, subcontracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

1.9 NO HARSH OR INHUMANE TREATMENT IS ALLOWED

- 1.9.1 Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

1.10 NOTE ON THE PROVISIONS OF THE ETI BASE CODE

- 1.10.1 The provisions of the ETI Base Code constitute minimum and not maximum standards, and this code should not be used to prevent companies from exceeding these standards. Companies applying this ETI Base Code are expected to comply with national and other applicable law and, where the provisions of law and this ETI Base Code address the same subject, to apply that provision which affords the greater protection.

1.11 DEFINITIONS

- 1.11.1 In this Appendix 1 to Clause A28:

“Child” shall mean any person less than 15 years of age unless local minimum age law stipulates a higher age for work or mandatory schooling, in which case the higher age shall apply. If however, local minimum age law is set at 14 years of age in accordance with developing country exceptions under ILO Convention No. 11, the lower will apply.

“Young person” shall mean any worker over the age of a child as defined above and under the age of 18.

“Child labour” shall mean any work by a child or young person younger than the age(s) specified in the above definitions, which does not comply with the provisions of the relevant ILO standards, and any work that is likely to be hazardous or to interfere with the child's or young person's education, or to be harmful to the child's or young

person's health or physical, mental, spiritual, moral or social development.

Appendix 2 to Clause A28 - Ethical Sourcing and Modern Slavery Action Plan

- 1.1 The Authority is committed to ensuring that workers employed in its supply chains in the UK and throughout the world are treated fairly, humanely and equitably.
- 1.2 The Service Provider must prepare its Ethical Sourcing and Modern Slavery Action Plan using the guidance information and template below. The Service Provider's Ethical Sourcing and Modern Slavery Action Plan should be no longer than ten (10) pages in length (excluding relevant policies or similar documents that may be included as appendices) and include:
 - 1.2.1 the Service Provider's ethical sourcing policy, highlighting its key ethical sourcing objectives and the means by which the objectives will be achieved over the duration of the Contract;
 - 1.2.2 the Service Provider's processes in place to comply with, and any additional processes to be put in place in order to adhere to the principles of the Ethical Trading Initiative (ETI) Base Code, or an equivalent code of conduct;
 - 1.2.3 identification of the main risks of modern slavery, human trafficking, forced and bonded labour and human rights violations in the Service Provider's supply chain, highlighting the main products and source countries involved and the steps the Service Provider is taking/will take to mitigate the risks in the short, medium and long term (including appropriate ethical sourcing training for the Service Provider's buying staff and other relevant employees);
 - 1.2.4 the steps the Service Provider will take to ensure that its subcontractors implement ethical sourcing policies similar to its own. The Service Provider's action plan should also set out the methods by which it proposes monitoring and reporting on the steps it has taken to mitigate risks and their effectiveness; and
 - 1.2.5 the Service Provider's plan may include commissioning on social audit on sites of supply, which may be shared with the Authority through the Sedex.

Modern Slavery in the Supply Chain Action Plan

This will be agreed by Service Provider and the Contracting Authority at the Framework inception and regular meetings.

A29 Equality, Diversity and Inclusion

A29.1 For the purposes of this Clause A29, unless the context indicates otherwise, the following expressions shall have the following meanings:

“EDI Action Plan”	means the strategic equality, diversity and inclusion action plan as negotiated and agreed by the Parties and attached to this Clause A29 at Appendix 2; and
“EDI Policy”	means a written policy setting out how a Service Provider will promote equality, diversity and inclusion;
“Equality Statement”	means a short written statement setting out how a Service Provider will embed equality, diversity and inclusion in its performance of the Contract; and
“Minimum Records”	means all information relating to the Service Provider's performance of and compliance with Clause A29 and the adoption and implementation of an EDI Action Plan, by each subcontractor and, where applicable, subject to the provisions of Clause A29.3, indirect subcontractor, of the Service Provider.

EDI Policy

A29.2 From the Contract Commencement Date, the Service Provider shall provide the Authority with a copy of its EDI Policy. The Service Provider shall keep its EDI Policy under review for the duration of the Contract and shall provide the Authority with any such revised EDI Policy once available.

EDI Action Plan

A29.3 Where a contract has a contract value of over £5 million and for the duration of the Contract, the Service Provider shall comply with the agreed EDI Action Plan and shall procure that each of its subcontractors:

A29.3.1 adopts and implements; and

A29.3.2 in respect of indirect subcontractors, uses reasonable endeavours to procure that those indirect subcontractors adopt and implement, a strategic equality and diversity plan in respect of their respective employees engaged in the performance of the Contract which is at least as extensive in scope as that agreed with the Authority and set out in the EDI Action Plan.

Equality Statement

- A29.4 Where a Contract has a total value over £1 million, the Service Provider shall submit and keep under review an Equality Statement setting out how they will embed equality, diversity and inclusion in the performance of the Contract.

Monitoring and Reporting

For the purposes of this clause, “BAME”, “disabled”, “diversity” and “SMEs” have the meanings set out in Appendix 1 to this Clause A29.

- A29.5 Subject to Clause A29.3, the Service Provider shall use reasonable endeavours to provide the Authority on the date of this Contract and subsequently every 12 months from that date or such other frequency as the Authority may reasonably request, with the following information:

- A29.5.1 an annual report on performance and compliance with the equality, diversity and inclusion provisions as set out in Clause A29.3. The annual report should set out:

- (a) the performance of the Service Provider over the past 12 months in relation to the EDI Action Plan;
- (b) employee breakdown: the proportion of its employees engaged in the performance of the Contract to the extent reasonably possible, the employees of its subcontractors or indirect subcontractors engaged pursuant to the terms of the relevant subcontracts in the performance of the Contract who are:
 - of non-white British origin or who classify themselves as being non-white British;
 - female;
 - from the local community;
 - disabled;
- (c) expenditure breakdown: a statement broken down by activity and material type of how they have used and how much has been spent with:
 - Small and Medium Enterprises;
 - BAME businesses;

- suppliers from other under-represented or protected groups;
- suppliers demonstrating a diverse workforce composition.

A29.6 Progress and approval (where due) of actions will be monitored via four weekly (or as otherwise agreed) progress meetings with the Authority. The Service Provider shall provide a written update prior to the progress meetings and should request additional meetings (if necessary) with the Authority to discuss progress or seek sign-off for completed actions.

A29.7 The Service Provider shall ensure at all times that it complies with the requirements of the Data Protection Act 2018 in the collection and reporting of the information to the Authority pursuant to Clause A29.5.

EDI Audit

A29.8 The Authority or its nominee may from time to time undertake any audit or check of any and all information regarding the Service Provider's compliance with Clause A29. The Authority's rights pursuant to this clause shall audit of include any and all documents and records of the Service Provider and its subcontractors and, where applicable, subject to the provisions of Clause A29.3, indirect subcontractors, and shall include the Minimum Records.

A29.9 The Service Provider shall maintain and retain the Minimum Records for a minimum of 6 years from the termination or expiry of the Contract. The Service Provider shall procure that each of its subcontractors and, where applicable subject to the provisions of Clause A29.3, indirect subcontractors, shall maintain and retain records equivalent to the Service Provider's Minimum Records for a minimum of 6 years from the termination or expiry of the Contract. The Service Provider shall procure that each subcontract between it and its subcontractors and, where applicable, subject to the provisions of Clause A29.3, each subcontract between its subcontractors and any indirect subcontractors of the Service Provider, shall contain rights of audit in favour of and enforceable by the Authority substantially equivalent to those granted by the Service Provider pursuant to Clause A29.

A29.10 The Authority shall use reasonable endeavours to co-ordinate its audits and to manage the number, scope, timing and method of undertaking audits so as to ensure that the Service Provider and each subcontractor is not, without due cause, disrupted or delayed in the performance of its obligations under the Contract and each relevant subcontract.

A29.11 The Service Provider shall promptly provide, and procure that its subcontractors and, where applicable subject to the provisions of Clause A29.3, indirect subcontractors, promptly provide all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance:

- A29.11.1 granting or procuring the grant of access to any premises used in the Service Provider's performance of the Contract or in its relevant subcontractor or indirect subcontractor's performance of its subcontract, whether the Service Provider's own premises or otherwise;
- A29.11.2 granting or procuring the grant of access to any equipment (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of the Service Provider's or the relevant subcontractor or indirect subcontractor's obligations specified in Clause A29.3, wherever situated and whether the Service Provider's own equipment or otherwise; and
- A29.11.3 complying with the Authority's reasonable requests for access to senior personnel engaged in the Service Provider's performance of the Contract or the relevant subcontractor or indirect subcontractor's performance of its subcontract.

Gender Neutral Language

- A29.12 For the duration of the Contract, the Service Provider shall endeavour to employ gender-neutral language in all communications relating to the Contract, including but not limited to communications with job applicants, employees, apprentices, contractors, customers and members of the public. Gender-neutral language includes avoidance of male or female pronouns and male or female forms of job titles where unnecessary.

Appendix 1 to Clause A29 - Equality, Diversity and Inclusion Definitions

Definitions and terminology	Meaning
Accessibility	This term refers to the design of products, devices, services, or environments that is inclusive of disabled people.
Black Asian and Minority Ethnic (BAME) Groups	Ethnic groups who have a common experience of discrimination based on their skin colour or ethnic origin. Individuals may self-identify in different ways but BAME is the collective term used by TfL to describe people who may have this range of experiences.
Disability	Physical or mental impairment that has a 'substantial' and 'long-term' negative effect on a person's ability to do normal daily activities.
Diversity	Recognising, respecting and valuing a wide set of differences and understanding that an individual's opportunities are impacted by characteristics beyond those protected by legislation, e.g. class, family background, political views, union membership etc.
Equality	<p>Recognising and respecting differences, including different needs, to ensure that everyone:</p> <ul style="list-style-type: none"> • can live their lives free from discrimination; • knows their rights will be protected; and • has what they need to succeed in life. <p>Equality is about ensuring equality of opportunity by tackling the barriers that some groups face and making London fairer by narrowing the social and economic divides that separate people. The characteristics protected by equality legislation are age, disability, gender, gender reassignment, ethnicity, pregnancy and maternity, religion and/or belief and sexual orientation.</p>
Equality Impact Assessments (EqIA)	As a public body, TfL is bound by the Public Sector Equality Duty (PSED) under the Equality Act 2010. An EqIA is a tool used to demonstrate that TfL has met its PSED duties. Like a risk assessment process, an EqIA is a process that helps TfL to make more inclusive decisions and to make sure that TfL's programmes, policies, projects and the way TfL designs, builds and operates services works well for TfL staff and customers.
Ethnicity	An individual's identification with a group sharing any or all of the following: country of origin, cultural origins or practice, language, nationality religion, skin colour.
Gender	The social differences between women and men that have been learned are changeable over time and have wide variations both within and between cultures. The term is often used to differentiate from 'sex', a term referring to biological differences. It is important to note that some people consider themselves to be 'gender fluid' (someone

	whose sense of their gender may vary) or 'gender non-binary' (someone who does not wish to be defined as male or female).
Gay	Refers to a man who has a romantic and/or sexual orientation towards men. Also a generic term for lesbian and gay sexuality - some women define themselves as gay rather than lesbian.
Inclusion	Removing barriers and taking steps to create equality, harness diversity and produce safe, welcoming communities and cultures that encourage innovative and fresh ways of thinking and allow people to speak up, especially to suggest where things could be done better.
Inclusive Design	Creating environments which everyone can use to access and benefit from the full range of opportunities available, confidently, independently, with choice and dignity, which avoids separation or segregation and is made up of places and spaces that acknowledge diversity and difference, meeting the needs of everyone in society.
Lesbian	Refers to a woman who has a romantic and/or sexual orientation towards women.
Neurodiverse	A concept where neurological differences are recognised and respected in the same way as any other human difference.
Non-Binary	An umbrella term for people whose gender identity is not comfortably expressed by 'man' or 'woman'. Non-binary identities are varied and can include people who identify with some aspects of binary identities, while others reject them entirely.
Pay gap	Difference between the average pay of two different groups of people, for example men and women, or groups from different ethnic backgrounds.
Sexual Orientation	A person's emotional, physical and/or sexual attraction, and the expression of that attraction.
Supplier Diversity	<p>Diverse suppliers are from one of the following five categories:</p> <p>1. Small and Medium Enterprises (SMEs).</p> <p>A small enterprise is a business which has both 0-49 full-time equivalent employees and either:</p> <ul style="list-style-type: none"> • turnover per annum of no more than £5.6 million net (or £6.72 million gross) in the last financial year; or • balance sheet total of no more than £2.8 million net (£3.36 million gross). <p>A medium enterprise is a business which has both 50-249 full-time equivalent employees and either;</p>

- turnover per annum of no more than £22.8 million net (or £27.36 million gross) in the last financial year; or
- balance sheet total of no more than £11.4 million net (or £13.68 million gross).

2. A minority-led business is a business which is 51% or more owned by members of one or more BAME groups. Minority ethnic groups are all people including those who have classified themselves as members of ethnic groups other than 'white British'. The minority ethnic classification groups used by TfL for monitoring purposes are those taken from the census:

Ethnic group	Racial Origin
White British	Irish Any other White background
Mixed	White & Black Caribbean White & Black African White & Asian Any other Mixed background
Asian or Asian British	Indian Pakistani Bangladeshi Any other Asian background
Black or Black British	Caribbean African Any other Black background
Chinese or other Ethnic Group	Chinese Any other ethnic group

3. A supplier from an under-represented group which is 51% or more owned by members of one or more of the following groups (where not covered by previous definitions):

- women;
- disabled people;
- lesbians, gay men, bisexual people;
- trans people;
- older people (aged 60 or over); and
- younger people (aged 24 or under).

4. A supplier from a protected group is one which is 51% or more owned by members of a group for which protection is provided by anti-discriminatory legislation and which is not already covered by the above (such as religious, faith or belief groups or alternatively, ownership by a social enterprise or a voluntary/community organisation).

	5. Suppliers demonstrating a diverse workforce composition are those with full time equivalent employees in the supplier's workforce who may be from one or more minority ethnic groups, and/or under-represented groups and/or protected groups as listed above.
Trans or transgender	Current terminology for people who do not want to live as the sex they were assigned at birth.
Young adults, children and young people	<p>Young adults are people aged 16 to 24, whether in education or employment.</p> <p>Children and young people can be further subdivided into:</p> <p>i) Young children – those that use the transport network escorted by parents or carers.</p> <p>ii) School children – those, usually aged between 11-16 at secondary school, that use the transport network independently or with members of their peer group.</p>

Appendix 2 to Clause A29 – EDI Action Plan

This will be submitted by the Service Provider within the first 60 days and agreed by the Contracting Authority.

CA37 Funding Agreement

For the purposes of this clause CA37, the following term shall have the corresponding meaning:

“Funding Agreement”	means the funding agreement entered into between the Authority and the Service Provider dated [];
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CA37.1 The Service Provider shall comply with the Funding Agreement (to the extent applicable to the Services).

CA37.2 The Service Provider shall not do or omit to do anything which will, or might reasonably be expected to, put the Authority in breach of the Funding Agreement.

CA37.3 The Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all Losses which the Authority incurs or suffers arising directly or indirectly out of or in connection with any failure by the Service Provider to comply with clauses CA37.1 or CA37.2.

SCHEDULE 6 - CALL-OFF CONTRACT TEMPLATE (From page 101 to 109)

Framework Number: GLA 82559

Call-Off Contract Number:

THIS CALL-OFF CONTRACT is made the day of

BETWEEN:

- (1) [To be added by *the Authority*] ("*the Authority*"); and
- (2) **Mott MacDonald Limited**, a company registered in England and Wales (Company Registration Number 01243967), whose registered office is at Mott Macdonald House, 8-10 Sydenham Road, Croydon, Surrey, CR0 2EE ("*the Service Provider*").

RECITALS:

- A. The Contracting Authority and the Service Provider entered into an agreement dated [To be added by *the Authority*] which sets out the framework for the Service Provider to provide certain Services to the Contracting Authority or the Authority ("*the Agreement*").
- B. The Authority wishes the Service Provider to provide the specific Services described in this Call-Off Contract pursuant to the terms of the Agreement and this Call-Off Contract and the Service Provider has agreed to provide such Services on those terms and conditions set out in the Call-Off Contract.

THE PARTIES AGREE THAT:

1. CALL-OFF CONTRACT

- 1.1 The terms and conditions of the Agreement shall be incorporated into this Call-Off Contract.
- 1.2 In this Call-Off Contract the words and expressions defined in the Agreement shall, except where the context requires otherwise, have the meanings given in the Agreement. In this Call-Off Contract references to Attachments are, unless otherwise provided, references to attachments of this Call-Off Contract.

2. SERVICES

- 2.1 The Services to be performed by the Service Provider pursuant to this Call-Off Contract are set out in Attachment 1.

- 2.2 The Service Provider acknowledges that it has been supplied with sufficient information about the Agreement and the Services to be provided and that it has made all appropriate and necessary enquiries to enable it to perform the Services under this Call-Off Contract. The Service Provider shall neither be entitled to any additional payment nor excused from any obligation or liability under this Call-Off Contract or the Agreement due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Services to be provided. The Service Provider shall promptly bring to the attention of the Call-Off Co-ordinator any matter that is not adequately specified or defined in the Call-Off Contract or any other relevant document.
- 2.3 The timetable for any Services to be provided by the Service Provider and the corresponding Milestones (if any) and Project Plan (if any) are set out in Attachment 1. The Service Provider must provide the Services in respect of this Call-Off Contract in accordance with such timing and the Service Provider must pay liquidated damages in accordance with the Agreement of such an amount as may be specified in Attachment 1. The Service Provider shall be liable for the ongoing costs of providing Services in order to meet a Milestone.
- 2.4 The Service Provider acknowledges and agrees that as at the commencement date of this Call-Off Contract it does not have an interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services provided to the Authority under this Call-Off Contract.

3. CALL-OFF TERM

This Call-Off Contract commences on the date of this Call-Off Contract or such other date as may be specified in Attachment 1 and subject to Clause 4.2 of the Agreement, shall continue in force for the Call-Off Term stated in Attachment 1 unless terminated earlier in whole or in part in accordance with the Agreement.

4. CHARGES

Attachment 2 specifies the Charges payable in respect of the Services provided under this Call-Off Contract. The Charges shall not increase during the duration of this Call-Off Contract unless varied in accordance with the Agreement. The Service Provider shall submit invoices in accordance with the Agreement and the Charges shall be paid in accordance with the Agreement.

5. CALL-OFF CO-ORDINATOR AND KEY PERSONNEL

The Authority's Call-Off Co-ordinator in respect of this Call-Off Contract is named in Attachment 1 and the Service Provider's Key Personnel in respect of this Call-Off Contract are named in Attachment 2.

This Call-Off Contract has been signed by duly authorised representatives of each of the Parties.

SIGNED

For and on behalf of the *[full name of the Authority to be added by the Authority]* (***the Authority***)

Signature: _____

Name: _____

Title: _____

Date: _____

SIGNED

For and on behalf of **Mott MacDonald Limited** (***the Service Provider***)

Signature: _____

Name: _____

Title: _____

Date: _____

Attachment 1

[to be completed by the Authority]

1. Services to be provided

2. Timetable

Commencement date [complete only if different from the date of the Call-Off Contract]:

Call-Off Term: *[to be added by the Authority]*
Date.

Optional Extension: The Contracting Authority, has an option, exercisable at its sole discretion, to extend the duration of the Call-Off Contract for a further period or periods up to a total of *[to be added by the Authority]* by notice in writing to the Service Provider.

Any extension will be at the Contract Authority's sole discretion, at the Call Off Contract maximum day rates for the Call-Off Contract and subject to availability of funds and the Service Provider's satisfactory performance. Any extension will be formally process through a Call-Off Contract Variation Form.

Attach Project Plan (if any) (including Milestones if applicable)

3. Liquidated Damages

Amount of liquidated damages per day (if any): *[to be added by the Authority]*

4. Expenses

Expenses (if any) that the Service Provider may claim: *[to be added by the Authority]*

5. Authority Account Details

Relevant account code and cost centre:

6. Address for Postal Invoices

Address where postal invoices shall be sent:

[Full Address to be added by the Authority]

Accounts Payable

[Full Address [to be added by the Authority] [PO Box to be added by the Authority], if applicable]

Date/Period for submission of Invoices: *[time or period for the submission of invoices by the Service Provider in accordance with Clause 7.1 of the Agreement to be added by the Authority]*

7. Authority Call-Off Co-ordinator

Name: *[to be added by the Authority]*

Address: *[to be added by the Authority]*

Phone: *[to be added by the Authority]*

Email: *[to be added by the Authority]*

8. Availability of Key Personnel

The Service Provider's Key Personnel shall be available at the following period of notice: *[to be added by the Authority]*

9. Other information or conditions

Specify any other information or special conditions relevant to provision of Services under this Call-Off Contract: *[to be added by the Authority]*

Call-off Contract Termination

Notice period in accordance with Clause 29.4 of the Framework Agreement Terms and Conditions (termination without cause): *[to be added by the Authority]*

Attachment 2

1. Charges *[to be added by the Authority]*

Charges to be specified on a time and materials or fixed fee basis. If time and materials fee, also specify maximum price for provision of the Services.

e.g. Time-based Call-Off Contract

Workload will vary throughout the Call-Off Contract period.

In any case, the maximum value of the Contract, including any extension(s) shall not exceed £*[to be added by the Authority]* (VAT exclusive).

	<div>Maximum Charge Out (Day) Rate</div> <div>DAILY RATES FOR PER ROLE PER GRADE - FRAMEWORK <u>YEAR 1</u> (excluding VAT)</div> <div>Please note:</div> <div><div>- The Maximum Charge Out (Day) is for an 8-hour Day.</div><div>- Your proposed Maximum Charge Out (Day) Rate (Excluding VAT) must be inclusive of all costs, including but not limited to: travel and subsistence expenses, general cost of employment, sub-contracting, overhead and profit.</div><div>- During a Call-Off Contract any material or third-party services must be at market price and discussed and agreed beforehand with the Authority's Call-Off Co-Ordinator. Any material or third-party service charges must have been approved by Authority's Call-Off Co-Ordinator beforehand.</div><div>- During the Framework Agreement the Maximum Charge Out (Day) Rates for any substitution or additional team members must be based on your Framework Agreement Maximum Charge Out (Day) Rates.</div><div>- During the Framework Agreement any substitution or additional team members must be agreed beforehand with the Contracting Authority's Procurement Manager / Call-Off Co-Ordinator.</div></div>							
Role >>	Programme Co-ordination / PMO	Marketing & engagement	Triage, strategy & planning	General project development support	Technical experts	Commercial / procurement experts	Training / upskilling	Grant management
Staff Grade (Please see main tender document for role and grade definitions: GLA 82559_ZCA ITT Appendix 5 - Grade Definitions)	Maximum Charge Out (Day) Rate (Excluding VAT) £	Maximum Charge Out (Day) Rate (Excluding VAT) £	Maximum Charge Out (Day) Rate (Excluding VAT) £	Maximum Charge Out (Day) Rate (Excluding VAT) £	Maximum Charge Out (Day) Rate (Excluding VAT) £	Maximum Charge Out (Day) Rate (Excluding VAT) £	Maximum Charge Out (Day) Rate (Excluding VAT) £	Maximum Charge Out (Day) Rate (Excluding VAT) £
Partner / Director								
Principle Consultant / Associate Director								

Senior Consultants								
Consultant								
Junior Consultant								
Volume / value discount for Call-Off Contracts								
The following discount will be applied to spend in any 12-month period by the relevant Authority for any Call-Off Contracts they have in place for that period.								
For clarity, if an Authority has more than one active Call-Off Contract then the aggregate spend in the relevant 12-month period is used to calculate the discount.								
Please note these discounts are fixed, though higher discounts can be offered to potential users for a Call-Off Contract.								
Total value in year		Discount applied						
Up to £500k		0.0%						
£500k up to £1m		2.00%						
£1m up to £2.5m		4.00%						
£2.5m and over		8.00%						

Please note:

- During the Framework Agreement the Maximum Charge Out (Day) Rates for any substitution or additional team members must be based on your Framework Agreement Maximum Charge Out (Day) Rates.
- During the Framework Agreement any substitution or additional team members must be agreed beforehand with the Contracting Authority's Procurement Manager / Call-Off Co-Ordinator.

1. Key Personnel

The Service Provider's Key Personnel (include grades and areas of responsibility): *[to be added by the Authority]*

2. Proposed sub-contractors (if any)

Name and contact details of proposed sub-contractor(s) and details of any proposed sub-contracted work: *[to be added by the Authority]*

3. Proposed completion date

[to be COMPLETE by the Authority, ONLY IF DIFFERENT FROM DURATION/EXPIRY DATE STATED IN ATTACHMENT 1]

Attachment 3

Special Conditions for Call-Off

Limitation of Liability:

The Service Provider's total liability to the Authority for all matters arising under or in connection with this Call-Off Contract, other than the legally excluded matters, death or personal injury, fraud or fraudulent misrepresentation, or any other liability which, by law, it cannot be excluded or limited, shall be £ *[to be added by the Authority]* in the aggregate per annum for the duration of the Call-Off Contract.

SCHEDULE 7 - FORM FOR VARIATION

PART A

Agreement Parties: *[to be inserted by the Authority]*

Call-Off Contract Number: *[to be inserted by the Authority]*

Variation Number: *[to be inserted by the Authority]*

Authority Contact Telephone: *[to be inserted by the Authority]*

Date: *[to be inserted by the Authority]*

AUTHORITY FOR VARIATION TO AGREEMENT (AVC)

Pursuant to Clause 34 of this Agreement, authority is given for the variation to the Services and the Charges as detailed below. The duplicate copy of this form must be signed by or on behalf of the Service Provider and returned to the Call-Off Co-ordinator as an acceptance by the Service Provider of the variation shown below.

DETAILS OF VARIATION	AMOUNT (£)
ALLOWANCE TO THE AUTHORITY	
EXTRA COST TO THE AUTHORITY	
TOTAL	

.....
For the Authority

ACCEPTANCE BY THE SERVICE PROVIDER	
Date	Signed

PaRT B – supply chain finance option related variations

1. The Contracting Authority has a scheme and system whereby the Service Provider may be permitted, at the Contracting Authority's or any Functional Body's sole discretion, to seek payment of invoices in respect of Charges under this Contract within a time period less than the 30 days of receipt set out Clause 7.4.1 in consideration for a reduction in the Charges due thereunder (the "**Supply Chain Finance Option**").
2. The Service Provider hereby agrees that where such requests are made by the Service Provider and approved by the Contracting Authority or any Functional Body, by way of such process and/or systems put in place by the Authority acting either on its own behalf or by or via its employees, agents, contractors or otherwise such request, approval and resulting accelerated and reduced payment shall constitute the Service Provider's exercise of the Supply Chain Finance Option and the valid and legally binding:
 - 2.1 variation by the Parties of the related Charges due and payable to the Service Provider under this Contract; and
 - 2.2 waiver by the Service Provider of any right held previously by it to invoice for and be paid the amount by which the Charges are reduced pursuant to its exercise of the Supply Chain Finance Option.

Schedule 8 – Contract Quality, Environmental & safety considerations

The Service Provider must support the delivery of mayoral policies. The Contracting Authority may share any relevant policies (existing or emerging) from time to time throughout the Term, including updating and/or supplementing policies already shared with the Service Provider.

In addition, the Authority may share any relevant policies in relation to the Authority's relevant Call-Off Contract.

SCHEDULE 9 – RE-TENDER COOPERATION

The Contracting Authority may share in writing throughout the Term any specific requirements that will be required of the Service Provider to assist with the re-tendering of the Services, in particular setting out any information/documents/data, etc. likely to be required with (where possible) dates for meeting those requirements.

In addition, an Authority may specify in the Authority's relevant Call-off Contract any such specific requirements.

SCHEDULE 10

FRAMEWORK REPORTING REQUIREMENTS

1. The Service Provider shall provide information as reasonably requested by the Contracting Authority at no additional cost to the Contracting Authority throughout the duration of the framework.

2. SUBMISSION OF REPORTS

Submission of reports shall be via email to the Procurement Manager or such email address as the Contracting Authority may notify from time to time.

3. ONGOING REPORTING

- 3.1 Service Provider shall inform the Contracting Authority, within 10 Business Days of being awarded a Call-Off Contract under the framework (or a variation to that Call-Off Contract where the value has changed), where the Call-Off Contract is not with the Contracting Authority. This will include the following fields, or other information as reasonably requested by the Contracting Authority:

- Call-Off Contract Ref
- Project Title
- A brief description of the Services
- Authority
- Authority Contact details
- Contract Value at Award
- Duration of the Call-Off Contract (start and end date)

- 3.2 The following management information will be required from the appointed Service Provider every 3 months:

- Names of organisations contracting through the ZCA Framework and total contract value and duration
- Estimated greenhouse gas emission savings from ZCA Framework supported projects
- Latest annual greenhouse emissions of the Contracting Authority (non-GLA users)
- Other information reasonably requested by the GLA, relating to the Service Provider's performance under this Framework Agreement and any Contract

- 3.3 Service Provider shall inform the Contracting Authority, within 5 Business Days of any Call-Off Contract being terminated for a breach of contract. This

will include the following fields, or other information as reasonably requested by the Contracting Authority:

- Call-Off Contract Ref
- Project Title
- A brief description of the Services
- Authority
- Authority Contact details
- Contract Value (upon termination)
- Duration of the Call-Off Contract (start and end date)
- Termination Reasons
- Termination date

4. ANNUAL REPORTING

4.1 Service Provider to provide, within 10 Business Days of the anniversary of this Agreement, a report detailing each Call-Off Contract the Service Provider has been awarded since the start of the Agreement for any Call-Off Contract other than those directly with the Contracting Authority.

4.2 The tab 'Annual Reporting' within the MI Reporting Template shall be completed by the Service Provider, which includes the following fields:

- Call-Off Contract Ref
- Project Title
- A brief description of the Services
- Authority
- Authority Contact details
- Contract Value at Award
- Contract Value to Date (if different from Award)
- Duration of the Call-Off Contract (start and end date)
- State whether the contract has been successfully completed (or expected date of completion if still ongoing), or terminated (with explanation for termination)

Where no contracts have been awarded, a nil return must be completed.

5. CONTROLLING FRAMEWORK EXPENDITURE

5.1 The Service Provider shall monitor expenditure through the framework and shall notify the Contracting Authority before signing a Call-Off Contract that would take the total contracted value through the framework to beyond 80% of the maximum value of the framework as advertised in the Find a Tender notice for this framework ("**Maximum Framework Value**").

5.2 The Service Provider must not accept or sign a Call-Off Contract that would take the total expenditure under the Framework above the Maximum Framework Value, unless prior written approval from the Contracting Authority has been obtained.

SERVICE PROVIDER'S CONSULTANT'S CVs.

Please note:

- During the Framework Agreement the Maximum Charge Out (Day) Rates for any substitution or additional team members must be based on your Framework Agreement Maximum Charge Out (Day) Rates.
- During the Framework Agreement any substitution or additional team members must be agreed beforehand with the Contracting Authority's Procurement Manager / Call-Off Co-Ordinator.

SERVICE PROVIDER LIST OF SUB-CONTRACTORS/SUB-CONSULTANCIES

EEVS Insight Ltd (07503579)
Environmental Resources Management Ltd (01014622)
Zeroqram Limited (14369257)
Retrofit Academy Solutions Ltd (09956096)
INTEGRATED ENVIRONMENTAL SOLUTIONS LIMITED (SC151456)
Mabbett & Associates Limited (SC163378)
COWI UK Limited (2962837)
Energy Saving Trust Enterprises Limited (07805748)
Ambue LTD (12672584)
Pollard Thomas Edwards (OC395916)
ACA Studios (04333989)
Pascall+Watson Limited (1711056)
ClimateView AB (559150-4120)
Energiesprong UK Limited (09649603)

GLA 82559 Zero Carbon Accelerator (ZCA)

Specification Appendices

Low Carbon Accelerators, Frameworks and examples of reporting/project management

1. Capability Workstream summary slides (Anonymised)
2. Energy Working Group _ Template
3. LCA example PDU Period Report
4. LCA overview_Jan24
5. LCA_Bloomberg_Associates Findings
6. LCA_successes_slides_November 23
7. LEA _Summative Assessment_Final_Exec
8. LEA extension projects
9. LEA_progress_slides_redacted
10. Local Energy Accelerator projects supported to July 2023
11. Local Energy Fwk Briefing Pack_redacted
12. Playbook_Local_Energy_Accelerator ext_V1.0 redacted
13. RAH Capability Roadmap V1 - anonymised example
14. RA-H IP SP Learning log Draft 011222 – redacted
15. RA-H Summative Assessment_exec_summary
16. RA-W programme intro slides
17. RA-W Summative Assessment_exec_summary
18. REFIT Access Agreement 2022
19. REFIT Framework Agreement- Main Body
20. REFIT pipeline 2024
21. REFIT Procurement Guide
22. SHRA_FINAL Data for retrofit projects toolkit