



MPS Terms and Conditions

ITT - Met Police_COUPA Event #2483

The Provision of Hazardous Waste
Management Service

Contract Between:

**METROPOLITAN POLICE SERVICES
(MPS)**

On behalf of the Contracting Authority

MAYOR'S OFFICE FOR POLICING AND CRIME (MOPAC)

And

[To be completed upon award contract]

The Provision of Hazardous Waste Management

Contract Summary	
Date:	TBC on award of contract
Agreement No:	TBC on award of contract
Authority:	The Mayor's Office for Policing and Crime
Authority's address:	City Hall, Kamal Churchie Way, London E16 1ZE.
Authority Representatives:	TBC on award of contract
Supplier:	TBC on award of contract
Supplier's address:	TBC on award of contract
Supplier Representatives:	TBC on award of contract
Commencement Date:	TBC on award of contract The contract commencement date will be the date at which both parties sign the contract however for the purpose of precedence and in the event of differential dates, the MPS signature shall be seen as the Contract Commencement Date.
Initial Period:	36 months
Extension Period:	1 x 12 months + 1 x 12 month
Total Contract Value:	TBC on award of contract <i>*Total contract value does not guarantee the supplier revenue up to the amount stated.</i>
Schedules:	<p>Mandatory</p> <p>Schedule 1 - Specification</p> <p>Schedule 2 - Tender Technical and Social Value Submission</p> <p>Schedule 3 - Charges, Payment and Invoicing</p> <p>Schedule 4 – Dispute Resolution Procedure</p> <p>Schedule 5 – Responsible Procurement</p> <p>Schedule 6 - Implementation Plan and Testing</p> <p>Schedule 7 - Installation Works</p> <p>Schedule 8 - Performance Levels</p> <p>Schedule 9 - Continuous Improvement</p> <p>Schedule 10 - Business Continuity</p> <p>Schedule 11 - Variation Form</p> <p>Schedule 12 - Rectification Plan</p> <p>Schedule 13 - Sustainability</p> <p>Schedule 14 - Key Subcontractors</p> <p>Schedule 15 - Exit Management</p> <p>Schedule 16 - Data Processing</p> <p>Schedule 17 - Value for Money</p>

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	<p>Policies (Mandatory)</p> <p>Security Policy</p>
<p>Executed as a Deed</p>	<p>IN WITNESS of which this Agreement has been duly executed by the Parties as a deed on the date above.</p> <p>THE COMMON SEAL of THE MAYOR'S OFFICE FOR POLICING AND CRIME was hereunto affixed and attested by:</p> <p>.....</p> <p>The Chief Operating Officer of The Mayor's Office For Policing And Crime</p> <p>Executed as a deed by (the Supplier) acting by a director.</p> <p>Signature of Director: _____</p>
<p>Executed under hand</p>	<p>IN WITNESS of which this Agreement has been duly executed by the parties.</p> <p>SIGNED for and on behalf of The Mayor's Office for Policing and Crime</p> <p>Signature.....</p> <p>Name</p> <p>Position</p> <p>Date</p> <p>SIGNED for and on behalf of [the Supplier]</p> <p>Signature.....</p> <p>Name</p> <p>Position</p> <p>Date</p>

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1 Definitions and interpretation

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

Act 2023	means the Procurement Act 2023, English legislation which makes provisions for public procurement activity conducted by contracting authorities in England and the devolved nations under special provisions;
Agreement	this Agreement as entered into between the Authority and the Supplier;
Applicable Laws	all applicable laws, statutes, regulations and codes from time to time in force;
Approval	the prior written consent of the Authority and Approve and Approved shall be construed accordingly;
Authorised Representatives	the persons respectively designated as such by the Authority and the Supplier as set out in the Contract Summary;
Authority	the Mayor's Office for Policing and Crime;
Authority Data	any: (a) data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media; (b) Personal Data for which the Authority is a, or the, Data Controller; or (c) any meta-data relating to categories of data referred to in paragraphs (a) or (b); that: (i) is supplied to the Supplier by or on behalf of the Authority; or (ii) the Supplier is required to generate, process, handle, store or transmit under this Agreement; and for the avoidance of doubt includes the code and any meta-data relating to the code;
Authority Data Assets	immediately remove all access rights, and actual access, granted to such persons if the Authority chooses to suspend or terminate authorisation for specific member(s) of the Supplier Personnel to access Authority Data Assets and provide prompt confirmation of the same to the Authority
Authority IPR	Intellectual Property Rights owned by the Authority;
Authority Premises	premises owned, controlled or occupied by the Authority which are made available for use by the Supplier or its Sub-contractors for provision of the Services and/or delivery installation of provision of the Goods (or any of them);
Authority Standards	anything to the contrary in this Agreement, the parties may not change or improve the Deliverables in any way which adversely affects or may adversely affect any relevant Authority Standards or processes
Change	any change to this Agreement including to any of the Deliverables in accordance with clause 36 (<i>Contract Change</i>);

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Change of Control	a change of control of the Supplier within the meaning of Section 450 of the Corporation Tax Act 2010;
Change Request	shall be a document setting out the proposed Changes and the effect those Changes will have on: (a) the Deliverables; (b) the Charges; (c) the timetable for the delivery of the Deliverables; and (d) any terms of this Agreement;
Charges	the price (exclusive of any applicable VAT), payable to the Supplier by the Authority under this Agreement, as set out in the Charges, Payment and Invoicing Schedule, for the full and proper performance by the Supplier of its obligations under this Agreement;
Charitable Contribution	the charitable contribution the Supplier commits to making as set out in the Supplier's tender submission for the supply of the Deliverables;
Commencement Date	the date stated in the Contract Summary;
Commercially Sensitive Information	the confidential information specified to the Authority by the Supplier in writing prior to signature of this Agreement as being commercially sensitive information relating to the Supplier, its intellectual property rights or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
Contract Summary	the contract summary form at the beginning of this Agreement;
Data Protection Legislation	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant data protection or supervisory authority and applicable to a party;
Default	any breach of the obligations of the Supplier or any other default (including material Default) after the words, act, omission, negligence or statement of the Supplier, of its Sub-contractors or any Supplier Personnel howsoever arising in connection with or in relation to the subject-matter of this Agreement and in respect of which the Supplier is liable to the Authority;
Deliverables	the Goods, Services and/or software that may be ordered and/or developed under this Agreement as specified in the Specification Schedule and any other documents, products and materials provided by the Supplier to the Authority in relation to the Goods, Services and/or software;
Delivery Date	the date specified for delivery of Goods in an Order;
Delivery Location	the location specified for delivery of Goods in an Order;

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Developed IPR	all Intellectual Property Rights created by the Supplier or Supplier Personnel: (a) in the course of performing the Services; or (b) exclusively for the purpose of performing the Services;
Dispute	any dispute, difference or question of interpretation arising out of or in connection with this Agreement, including any dispute, difference or question of interpretation relating to the Deliverables, failure to agree in accordance with clause 36 (<i>Contract Change</i>) or any matter where this Agreement directs the parties to resolve an issue by reference to the Dispute Resolution Procedure;
Dispute Resolution Procedure	the dispute resolution procedure set out in the Dispute Resolution Procedure Schedule of this Agreement;
Electronic Invoice Standard	in relation to an electronic invoice means a form that: (a) complies with the standard for electronic invoicing approved and issued by the British Standards Institution in the document numbered BS EN 16931-1:2017 (Electronic invoicing - Part 1: Semantic data model of the core elements of an electronic invoice); and (b) uses a syntax which is listed as a syntax that complies with that standard in the document numbered PD CEN/TS 16931-2:2017 (Electronic invoicing - Part 2: List of syntaxes that comply with EN 16931-1) approved and issued by the British Standards Institution;
Environmental Information Regulations or EIRs	the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;
Extension Period	the extension period stated in the Contract Summary;
FOIA	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;
Force Majeure Event	has the meaning given in clause 29 (<i>Force Majeure</i>) of this Agreement;
General Liability Limitation	the amount specified in the Contract Summary;
Good Industry Practice	standards, practices, methods and procedures conforming to the Applicable Laws and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances;
Goods	the goods or products to be provided by the Supplier to the Authority as specified in the Specification Schedule;
Guarantor	an entity who provides a Guarantee (where applicable) in accordance with clause 46 (<i>Guarantee</i>);
Indexation	the adjustment of a relevant amount agreed by the Authority and calculated by multiplying the relevant amount by the percentage increase or change in the

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	Consumer Price Index published for the twelve (12) months ended on 31 January immediately preceding the relevant adjustment date;
Information	has the meaning given to it under section 84 of the Freedom of Information Act 2000;
Initial Period	the initial term of the Agreement stated in the Contract Summary;
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
IR35	means Chapter 8 and Chapter 10 of Part 2 of Income Tax (Earnings and Pensions) Act 2003 and the Social Security Contributions (Intermediaries) Regulations 2000;
Licensed Software	all and any software licensed by or through the Supplier, its Sub-contractors or any third party to the Authority for the purposes of or pursuant to this Agreement;
Modification	otherwise may be interchangeably known as a contract change or Variation, but has meaning the set out as in Schedule 11 of “the Act 2023” (the Procurement Act 2023);
Order	an order for Goods submitted by the Authority;
Order Number	the reference number to be applied to an Order by the Supplier;
Personal Data	as defined in Data Protection Legislation;
Processing	as defined in Data Protection Legislation;
Property Damage Limitation	the amount specified in the Contract Summary;
Request for Information	a request for information or an apparent request relating to this Agreement or the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
Responsible Procurement Schedule	the Authority’s “Responsible Procurement Schedule” regarding the Supplier’s compliance with social & ethical, economic, environmental and governance matters, as provided to the Supplier along with this Agreement and as updated by the Authority from time to time;
Safety Rules Policy	the Authority’s “Safety Rules” policy regarding the safety rules to be followed by the Supplier when operating or working on Authority Premises or any Site, as provided to the Supplier along with this Agreement and as updated by the Authority from time to time;

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Security Policy	the Authority's "Security Policy" regarding information security as provided to the Supplier along with this Agreement and as updated by the Authority from time to time;
Service Deliverables	any outputs of the Services and any other documents, products and materials provided by the Supplier to the Authority as specified in the Specification Schedule and any other documents, products and materials provided by the Supplier to the Authority in relation to the Services;
Services	the services to be provided by the Supplier to the Authority as specified in the Specification Schedule to this Agreement;
Sites	any premises (including the Authority premises, the Supplier's premises or third party premises) from, to or at which the Services are (or are to be) provided and/or the Goods are (or are to be delivered) and/or the Supplier manages, organises or otherwise directs the provision or the use of the Services;
Specification	as detailed in the Specification Schedule;
Sub-contract	any contract or agreement, or proposed contract or agreement, between the Supplier or a Sub-contractor and any third party whereby that third party agrees to provide to the Supplier (or the Sub-contractor) all or any part of the Deliverables;
Sub-contractor	any third party with whom the Supplier or a sub-contractor enters into a Sub-contract;
Supplier Background IPR	Intellectual Property Rights owned by the Supplier and not created: (a) in the course of performing the Services; or (b) exclusively for the purpose of performing the Services;
Supplier Code of Conduct	the Authority's supplier code of conduct as available at https://www.met.police.uk/SysSiteAssets/foi-media/metropolitan-police/lists_and_registers/corporate/mps-supplier-code-of-conduct-april2023.pdf , as may be updated, amended or replaced by the Authority from time to time;
Supplier Personnel	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-contractor engaged in the performance of the Supplier's obligations under this Agreement;
Supply Chain Intermediary	any entity (including any company or partnership) in an arrangement with a Worker, where the Worker performs or is under an obligation personally to perform services for the Authority;
Term	the period of the Initial Period as may be varied by: (a) the Extension Period; or (b) the earlier termination of this Agreement in accordance with its terms;
Termination Notice	a written notice of termination given by one party to the other, notifying the party receiving the notice of the intention of the party giving the notice to terminate this Agreement on a specified date and setting out the grounds for termination;

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Termination Payment Default	has the meaning given in clause 44.1.3 (<i>Termination</i>) of this Agreement;
Third Party IPR	Intellectual Property Rights owned by third parties;
Transparency Information	<p>(a) any information permitted or required to be published by the Procurement Act 2023, any regulations published under it, and any Procurement Policy Notes, subject to any exemptions set out in Sections 94 and 99 of the Procurement Act 2023 which shall be determined by the Authority taking into the Commercially Sensitive Information;</p> <p>(b) any information about this Agreement, including the content of this Agreement, requested and required to be disclosed under FOIA or the EIRs, and any changes to this Agreement agreed from time to time, subject to any relevant exemptions, which shall be determined by the Authority taking into the Commercially Sensitive Information;</p> <p>(c) any information which is published in accordance with guidance issued by His Majesty's Government, from time to time; and</p> <p>(d) any of the information that the Authority is permitted or required to publish by the Procurement Act 2023, any regulations published under it subject to any exemptions set out in Sections 94 and 99 of the Procurement Act 2023, or under the provisions of FOIA, which shall be determined by the Authority taking into account the Commercially Sensitive Information (if any);</p>
UK GDPR	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;
Valid Invoice	an invoice issued by the Supplier to the Authority that complies with this Agreement;
Worker	any individual that personally performs, or is under an obligation to perform services for the Authority; and
Working Day	any day other than a Saturday or Sunday or public holiday in England and Wales.

1.2 In this Agreement, unless the context otherwise requires:

- 1.2.1 capitalised expressions shall have the meanings set out in clause 1 above or the relevant clause or Schedule in which that capitalised expression appears;
- 1.2.2 any reference to a statute or a provision of a statute shall be construed as a reference to that statute or provisions as modified, amended, extended, consolidated, replaced or re-enacted (including as consequence of the Retained EU Law (Revocation and Reform) Act 2023) from time to time before or after the date of this Agreement and any prior or subsequent legislation under it time;
- 1.2.3 any reference to a person shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) or one or more of the foregoing;
- 1.2.4 any reference to the singular shall include the plural and vice versa;
- 1.2.5 any reference to the masculine gender shall include the feminine and neuter and vice versa;

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- 1.2.6 the table of contents and headings are inserted for ease of reference only and shall not affect the construction of this Agreement;
- 1.2.7 where any party comprises two or more persons, any obligations of that party in, under or arising from this Agreement is undertaken by or binding upon such two or more persons jointly and severally;
- 1.2.8 references to any party to this Agreement include its successors-in-title and permitted assignees;
- 1.2.9 references to numbered clauses, schedules or paragraphs are references to the relevant clauses or schedules in this Agreement or the relevant paragraph of this Agreement respectively;
- 1.2.10 any reference to written or writing includes email but not faxes;
- 1.2.11 references to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court official or any legal concept, state of affairs or thing shall in respect of any jurisdiction other than England be deemed to include that which most approximates in that jurisdiction to the English legal term;
- 1.2.12 a reference to a document (including this Agreement) is to that document as varied, amended, novated, ratified or replaced from time to time
- 1.2.13 references to times of the day are to London time and references to a day are to a period of 24 hours commencing at midnight at the start of the day; and
- 1.2.14 any document expressed to be in the agreed form or in the agreed terms means a document in a form Approved by (and for the purposes of identification signed or initialled by or on behalf of) the Authority.

2 Precedence

- 2.1 In the event of, and only to the extent of, any conflict or inconsistency between the clauses of this Agreement, the Schedules and any other documents referred to in or attached to this Agreement, the conflict or inconsistency shall be resolved in accordance with the following order of precedence:
 - 2.1.1 first priority, the clauses of this Agreement;
 - 2.1.2 second priority, the Schedules;
 - 2.1.3 third priority, any other Authority document referred to in or attached to this Agreement including the Contract Summary; and
 - 2.1.4 fourth priority, the Supplier's tender submission for the supply of the Deliverables or any other document supplied by the Supplier (and referenced in this Agreement).

3 Warranties

- 3.1 Each party represents and warrants that:
 - 3.1.1 it has full capacity and authority to enter into and to perform this Agreement;
 - 3.1.2 this Agreement is executed by its duly Authorised Representative;
 - 3.1.3 there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it (or, in the case of the Supplier, any of its affiliates) that might affect its ability to perform its obligations under this Agreement; and
 - 3.1.4 its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to following (as applicable) (as the case may be for each party) bankruptcy, reorganisation, insolvency, moratorium or similar Applicable Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law).

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- 3.2 Each of the representations and warranties set out in clauses 3.1 (*Warranties*) and 4.1 (*Supplier warranties*) shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any undertaking in this Agreement.
- 3.3 If at any time a party becomes aware that a representation or warranty given by it under clause 3.1 (*Warranties*) or clause 4.1 (*Supplier warranties*) has been breached, is untrue or is misleading, it shall immediately notify the other party of the relevant occurrence in sufficient detail to enable the other party to make an accurate assessment of the situation.
- 3.4 For the avoidance of doubt, the fact that any provision within this Agreement is expressed as a warranty shall not preclude any right of termination the Authority may have in respect of breach of that provision by the Supplier which constitutes a material Default.

4 Supplier warranties

- 4.1 The Supplier represents and warrants that:
- 4.1.1 it is validly incorporated, organised and subsisting in accordance with the Applicable Laws of its place of incorporation;
- 4.1.2 it has all necessary consents (including, where its procedures so require, the consent of its parent company) and regulatory approvals to enter into this Agreement;
- 4.1.3 its execution, delivery and performance of its obligations under this Agreement does not and will not constitute a breach of any law or obligation applicable to it and does not and will not cause or result in a Default under any agreement by which it is bound;
- 4.1.4 as at the Commencement Date, all written statements and representations in any written submissions made by the Supplier as part of the procurement process remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Agreement;
- 4.1.5 it has and shall continue to have all necessary rights in and to the Licensed Software, the Third Party IPR, the Supplier Background IPRs and any other materials made available by the Supplier (and/or any Sub-contractor) to the Authority which are necessary for the performance of the Supplier's obligations under this Agreement including the receipt of the Services by the Authority and the grant of any licences to the Authority on terms specified in this Agreement or otherwise agreed by the parties;
- 4.1.6 it is the sole legal and beneficial owner of the Supplier Background IPR, free from encumbrances;
- 4.1.7 it has not created, or allowed to be created, any security interest, option, mortgage, charge or lien over the Supplier Background IPR;
- 4.1.8 it shall take all steps, in accordance with Good Industry Practice, to prevent the introduction, creation or propagation of any disruptive elements (including any virus, worms and/or trojans, spyware or other malware) into systems, data, software or the Authority's confidential information (held in electronic form) owned by or under the control of, or used by, the Authority;
- 4.1.9 it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Agreement;
- 4.1.10 it is not affected by an insolvency event and no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue; and
- 4.1.11 for the Term and for a period of twelve (12) months after the expiry of the Term, the Supplier shall not employ or offer employment to any staff of the Authority which have been associated with the provision of the Deliverables without Approval or the prior written consent of the Authority, which shall not be unreasonably withheld. However this clause 4.1.11 shall not preclude the Supplier's rights to (i) make generalised searches

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for employees by the use of advertisements in the media (including by any recruitment agency), (ii) hire any employee of the Authority who approaches the Supplier on an unsolicited basis; or (iii) solicit for employment or hire any such employee who ceases to be employed by the Authority.

5 Mistakes in information

The Supplier shall be responsible for the accuracy of all drawings, data, documentation and information supplied to the Authority by the Supplier in connection with this Agreement and shall pay the Authority any extra costs incurred by the Authority due to any discrepancies, errors or omissions therein.

6 Provision of Goods and Services

6.1 The Supplier shall provide the Deliverables from (and including) the Commencement Date.

6.2 The Supplier shall ensure that the Deliverables comply in all respects with the Deliverables as set out in the Specification Schedule.

6.3 The Supplier shall perform its obligations under this Agreement, including in relation to the supply of the Deliverables and any associated goods and services supplied by the Supplier in accordance with:

6.3.1 the Specification Schedule;

6.3.2 all Applicable Law;

6.3.3 Good Industry Practice;

6.3.4 the "Authority Security Requirements" as set out in the Security Policy;

6.3.5 all other relevant documents referred to in this Agreement; and

6.3.6 the Supplier's own established procedures and practices to the extent the same do not conflict with the requirements of clauses 6.3.1 to 6.3.5; and

6.4 The Supplier shall perform any Services and deliver and install any Goods using efficient business processes and ways of working having regard to the Authority's obligation to ensure value for money.

6.5 In the event that the Supplier becomes aware of any inconsistency between the requirements of clauses 6.3.1 to 6.3.6 the Supplier shall immediately notify the Authority Representative in writing of such inconsistency and the Authority Representative shall, as soon as practicable, notify the Supplier which requirement the Supplier shall comply with.

6.6 In providing the Deliverables pursuant to this Agreement the Supplier shall not, and shall procure that Supplier Personnel and its Sub-contractors do not, embarrass or bring the Authority into disrepute or diminish the public trust in them.

7 Goods Packaging and Labelling

7.1 Any Goods supplied to the Authority by the Supplier under this Agreement shall:

7.1.1 be in accordance with the terms set out in the relevant purchase order and conform to the Specification;

7.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the Authority;

7.1.3 be fit and sufficient for all purposes for which such Goods are generally used and for any specific purpose made known to the Supplier by the Authority;

7.1.4 be free from defects in design, material and workmanship and remain so for twelve (12) months after delivery;

7.1.5 be of the same quality and description as any sample provided; and

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- 7.1.6 comply with all applicable statutory and regulatory requirements.
- 7.2 The Supplier shall ensure that the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition.
- 7.3 The Supplier shall obtain and maintain in force for the Term all licences, permissions, authorisations, consents and permits needed to supply the Goods in accordance with the terms of this Agreement.
- 7.4 The Supplier shall comply with all Applicable Laws, enactments, order, regulations and other instruments relating to the packing, packaging, marking, storage, handling and delivery of the Goods.
- 7.5 The Authority shall have the right to enter the Supplier's premises to:
 - 7.5.1 inspect the manufacturing facilities and the equipment used by the Supplier in the manufacture of the Goods;
 - 7.5.2 inspect and take samples of the raw materials, the packing and the Goods; and
 - 7.5.3 inspect stock levels of Goods.
- 7.6 Inspections carried out pursuant to clause 7.5 shall be carried out during business hours on reasonable notice to the Supplier, provided that, in the event of an emergency, the Supplier shall grant the Authority immediate access to its premises.
- 7.7 If following an inspection, the Authority reasonably considers that the Goods are not or are not likely to be warranted under clause 7.1, the Authority shall inform the Supplier and the Supplier shall immediately take such action as is necessary to ensure that the Goods are or will be as warranted under clause 7.1. The Authority shall have the right to re-conduct inspections and take further samples after the Supplier has carried out its remedial actions.

8 Delivery

- 8.1 The Supplier shall deliver any Goods specified in an Order to the Delivery Location on the Delivery Date. The Supplier shall not deliver an Order more than five (5) Working Days in advance of the Delivery Date without the prior written consent of the Authority.
- 8.2 Delivery of an Order shall be complete on the completion of unloading of the Order at the Delivery Location.
- 8.3 The Supplier shall not deliver an Order by instalments except with the prior written consent of the Authority. Where Orders are to be delivered by instalments, they may be invoiced and paid separately. References in this Agreement to Order will, where applicable, be read as references to instalments.
- 8.4 If an Order is not delivered on the specified Delivery Date, then, without limiting any other right or remedy the Authority may:
 - 8.4.1 refuse to take any subsequent attempted delivery of the Order;
 - 8.4.2 terminate this Agreement with immediate effect;
 - 8.4.3 obtain substitute products from another supplier and recover from the Supplier any costs and expenses reasonably incurred by the Authority in obtaining such substitute products; and
 - 8.4.4 subject to clause 30 (*Liabilities*) of this Agreement, claim damages for any other costs, expenses or losses resulting from the Supplier's failure to deliver the Order on the Delivery Date, provided that the Supplier shall have no liability for any failure or delay in delivering an Order to the extent that such failure or delay is caused by the Authority's failure to comply with its obligations under this Agreement.
- 8.5 If the Authority fails to accept delivery of an Order on the specified Delivery Date, then, except where such failure or delay is caused by the Supplier's failure to comply with its obligations under this Agreement:

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- 8.5.1 the Order shall be deemed to have been delivered at the specified time on the Delivery Date; and
- 8.5.2 the Supplier shall store the Order until delivery takes place, and charge the Authority for all related costs and expenses (including insurance).

- 8.6 Each delivery of Goods shall be accompanied by a delivery note from the Supplier showing the Order Number, the date of the Order, the type and quantity of Goods included in the Order, including the code numbers of the Goods, and, in the case of Goods being delivered by instalments, the outstanding balance of Goods specified in an Order remaining to be delivered.
- 8.7 If the Supplier requires the Authority to return any packaging materials to the Supplier, that fact must be clearly stated on the delivery note accompanying the relevant Order, and any such returns shall be at the Supplier's expense.

9 Acceptance

- 9.1 The Authority shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery, or, in the case of a latent defect in the Goods, until a reasonable time after the latent defect has become apparent.
- 9.2 If any Goods delivered to the Authority do not comply with clause 7 (*Goods Packaging and Labelling*) of this Agreement, or are otherwise not in conformity with the terms of this Agreement, then, without limiting any other right or remedy that the Authority may have, the Authority may reject those Goods and:
 - 9.2.1 require the Supplier to repair or replace the rejected Goods at the Supplier's risk and expense within five (5) Working Days of being requested to do so;
 - 9.2.2 require the Supplier to repay the price of the rejected Goods in full (whether or not the Authority has previously required the Supplier to repair or replace the rejected Goods);
 - 9.2.3 claim damages for any other costs, expenses or losses resulting from the Supplier's delivery of Goods that do not conform with the terms of this Agreement.
- 9.3 The Authority's rights and remedies under this clause are in addition to the rights and remedies available to it in respect of the statutory conditions relating to description, quality, fitness for purpose and correspondence with sample implied into this agreement by the Sale of Goods Act 1979.
- 9.4 The terms of this Agreement shall apply to any repaired or replacement Goods supplied by the Supplier.
- 9.5 If the Supplier fails to promptly repair or replace rejected Goods in accordance with clause 9.2.1, the Authority may, without affecting its rights under clause 9.2.3, obtain substitute products from a third party supplier, or have the rejected Goods repaired by a third party, and the Supplier shall reimburse the Authority for the costs it incurs in doing so.
- 9.6 If the parties dispute whether any Goods comply with clause 7 (*Goods Packaging and Labelling*) of this Agreement, either party may refer the matter to an expert for determination in accordance with clause 47 (*Dispute Resolution*) of this Agreement.

10 Property and Risk

Without prejudice to the Authority's other rights and remedies under this Agreement, property and risk in the Goods shall pass to the Authority on acceptance of delivery.

11 Installation

- 11.1 Where the installation is required, the Supplier shall:
 - 11.1.1 make no delivery of plant, materials or equipment and shall not commence any installation work without the prior consent of the Authority;
 - 11.1.2 carry out the installation work diligently and with reasonable skill and care;

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- 11.1.3 comply with the Authority's requirements relating to access to and use of its premises and shall co-ordinate its work with any other employee or contractor who is carrying out work for the Authority; and
 - 11.1.4 keep the Sites clean and tidy at all times and shall remove all plant and unused materials when the installation work is complete.
- 11.2 The Authority shall have the power at any time during any installation works to give notice to the Supplier requiring:
- 11.2.1 the removal from its premises of any materials which are hazardous or noxious or not in accordance with this Agreement;
 - 11.2.2 the substitution of proper and suitable materials; and/or
 - 11.2.3 the removal and re-execution of any installation work or any Goods which are not in accordance with this Agreement.

12 Policies

- 12.1 The Supplier shall abide by the relevant Authority policies as specified in the Contract Summary (as updated from time to time) and other Authority policies as notified to the Supplier from time to time.
- 12.2 Any breach or non-compliance with the terms of an Authority policy shall amount to a Default for the purposes of this Agreement.

13 Supplier's status

At all times during the Term the Supplier shall be an independent supplier and nothing in the Agreement shall create a contract of employment, a relationship of agency or partnership or a joint venture between the parties and accordingly neither party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other party save as expressly permitted by the terms of the Agreement.

14. Authority's obligations

Save as otherwise expressly provided, the responsibilities of the Authority as set out in the Specification Schedule under this Agreement are obligations of the Authority in its capacity as a contracting counterparty and nothing in the Agreement shall operate as an obligation upon, or in any other way fetter or constrain the Authority in any other capacity, nor shall the exercise by the Authority of its duties and powers in any other capacity lead to any liability under this Agreement (howsoever arising) on the part of the Authority to the Supplier.

15 Confidentiality

- 15.1 **"Confidential information"** means all confidential information (however recorded or preserved) disclosed by a party or its Representatives (as defined below) to the other party and that party's Representatives whether before or after the date of this Agreement in connection with the provision of the Deliverables, including but not limited to:
 - 15.1.1 the existence and terms of this Agreement or any agreement entered into in connection with this Agreement;
 - 15.1.2 any information that would be regarded as confidential by a reasonable business person relating to:
 - (a) the business, assets, affairs, customers, clients, suppliers, or plans, intentions, or market opportunities of the disclosing party; and
 - (b) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;
 - 15.1.3 any information developed by the parties in the course of carrying out this Agreement.

"Representatives" means, in relation to a party, its employees, officers, representatives, contractors subcontractors and advisers.

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- 15.2 The provisions of this clause shall not apply to any Confidential Information that:
- 15.2.1 is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
 - 15.2.2 was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
 - 15.2.3 was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
 - 15.2.4 the parties agree in writing is not confidential or may be disclosed; or
 - 15.2.5 is developed by or for the receiving party independently of the information disclosed by the disclosing party.
- 15.3 Each party shall keep the other party's Confidential Information secret and confidential and shall not:
- 15.3.1 use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this Agreement ("**Permitted Purpose**"); or
 - 15.3.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 15.
- 15.4 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
- 15.4.1 it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
 - 15.4.2 it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this Agreement,
- and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause 15.
- 15.5 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 15.5, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 15.6 A party may, provided that it has reasonable grounds to believe that the other party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first informing the other party of such disclosure.
- 15.7 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this Agreement are granted to the other party, or to be implied from this Agreement.
- 15.8 On termination or expiry of this Agreement, each party shall:
- 15.8.1 destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;
 - 15.8.2 erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and

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15.8.3 certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient party, subject to clause 44 (*Termination*).

15.9 Except as expressly stated in this Agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.

15.10 The provisions of this clause 15 shall survive for a period of five years from termination or expiry of this Agreement.

16 Provision of information

Without prejudice to any other provisions in this Agreement, the Supplier shall provide such information in relation to the performance of its obligations and compliance with the Applicable Laws required under this Agreement (including information in respect of claims, progress against relevant timescales or milestones and information required by the Authority for the purposes of re-tendering provision of the Deliverables) as the Authority may reasonably request from time to time, such information to be provided in the format and within the timescales reasonably specified by the Authority. The Supplier shall ensure that all such information is accurate and complete and, in respect of any information required by the Authority for re-tendering purposes, shall notify the Authority without delay of any changes to information previously provided to the Authority.

17 Intellectual Property

17.1 In relation to Goods that are delivered under this Agreement, clauses 17.2 and 17.3 shall apply.

17.2 Save where the Goods are made up in accordance with a design supplied by the Authority, the Supplier warrants that none of the Goods shall infringe any patent, trade mark, registered design, copyright or other rights in industrial property of any third party.

17.3 The Supplier shall indemnify the Authority against all actions, demands, charges, expenses and costs (including legal costs on a solicitor and client basis) which the Authority may incur as a result of or in connection with any breach of clause 17.2.

17.4 In relation to Services and/or software that are delivered under this Agreement, clauses 17.5 to 17.11 shall apply.

17.5 In the absence of prior written agreement by the Authority to the contrary, all Intellectual Property Rights in the Service Deliverables and Developed IPR shall vest in the Authority on creation.

17.6 The Authority hereby grants the Supplier a royalty-free, non-exclusive, non-transferable licence to the Supplier to use, load, execute, store, transmit and copy Authority IPR to the extent necessary to allow the Supplier to perform the Services and deliver the Service Deliverables.

17.7 The Supplier hereby grants the Authority a royalty-free, non-exclusive, perpetual, irrevocable, world-wide licence to use, load, execute, store, transmit, display, copy, modify, adapt, enhance, translate and sub-licence the Supplier Background IPR to the extent necessary for the Authority (and any sub-licensees) to receive the benefit of the Services and/or Service Deliverables.

17.8 Where any Third Party IPR is or becomes incorporated into any of the Service Deliverables the Supplier shall:

17.8.1 notify the Authority in writing prior to the delivery of the Service Deliverables, or in any event as soon as reasonably practicable;

17.8.2 maintain a register of all Third Party IPR incorporated into any Service Deliverables and make this available to the Authority on request; and

17.8.3 unless otherwise agreed in writing, obtain a perpetual, royalty-free, licence for the Authority to use and sub-licence all Third Party IPR included in the Service Deliverables to the extent necessary for the Authority (and any sub-licensees) to receive the benefit of the Services and/or Service Deliverables.

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- 17.9 The Supplier shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this clause 17.
- 17.10 The Supplier warrants that the receipt, use and onward supply of the Developed IPR, Services, Service Deliverables, licensed materials and Supplier Background IPRs by the Authority shall not infringe the rights, including any Intellectual Property Rights, of any third party.
- 17.11 The Supplier shall indemnify the Authority against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs calculated on a full indemnity basis) arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the receipt, use and onward supply of the Developed IPR, Services, Service Deliverables, licensed materials and Supplier Background IPRs.

18 Data protection

Where the Data Processing Schedule is stated to apply in the Contract Summary, both parties acknowledge that in connection with the Processing of Personal Data in relation to the provision of the Deliverables under this Agreement, both parties will comply with the Data Protection Legislation and the terms of the Data Processing Schedule.

19 Freedom of information

- 19.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Supplier shall:
- 19.1.1 provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its Information disclosure obligations under the FOIA and EIRs;
 - 19.1.2 transfer to the Authority all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
 - 19.1.3 provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in its possession or control in the form that the Authority requires within five (5) Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information;
 - 19.1.4 as requested by the Authority and using the Information Commissioner's methodology to do so, redact all necessary information. The Supplier shall provide the Authority with redacted versions within fourteen (14) Working Days of the Commencement Date; and
 - 19.1.5 not respond directly to a Request for Information unless authorised in writing to do so by the Authority.
- 19.2 The Supplier acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Authority shall take reasonable steps to notify the Supplier of a Request for Information (in accordance with the Secretary of State's Section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Authority shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

20 Security/Official Secrets Act

If and when requested by the Authority, the Supplier shall procure (in respect of the Supplier Personnel involved in the delivery of the Deliverables) from each person identified by the request, a signed statement that it understands that the Official Secrets Acts 1911 to 1989 applies both during the carrying out and after expiry or termination of the Agreement.

21 Publicity and communications

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21.1 The Supplier shall not:

21.1.1 make any press announcements or publicise this Agreement in any way; or

21.1.2 use the Authority's name, logo or brand in any promotion or marketing or announcement of orders,

without the prior written Approval of the Authority.

21.2 Each party acknowledges to the other that nothing in this Agreement either expressly or by implication constitutes an endorsement of any products or services of the other party (including the Deliverables, equipment, the Supplier system and the Authority system) and each party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

22 Transparency

22.1 The Supplier acknowledges that the Authority is subject to the Elected Local Policing Bodies (Specified Information) Order 2011 and hereby gives its consent for the Authority to publish this Agreement when the Authority is required to do so.

22.2 The Authority, at its sole discretion and where applicable by application of a public interest test, may:

22.2.1 publish all or part of the information contained in this Agreement (including information deemed by the Supplier to be confidential) where the Authority are required to publish information in accordance with all Applicable Laws; and

22.2.2 redact all or part of the information contained within this Agreement prior to its publication,

22.2.3 and in doing so the Authority will take account of the FOIA requirements.

22.3 The Authority may consult with the Supplier regarding any redactions to this Agreement to be published pursuant to this clause. The final decision regarding publication and/or redaction of the information contained within this Agreement shall be that of the Authority.

22.4 In accordance with a reasonable timetable and in any event within five (5) Working Days of a request from the Authority, the Supplier must give the Authority full co-operation and information needed so the Authority can publish the Transparency Information and any such co-operation and/or information from the Supplier shall be provided at no additional cost.

23 Supplier's records

23.1 The Supplier shall allow the Authority (or its professional advisers) to access the Supplier's premises, personnel, systems and relevant records to verify that the Charges and any other sums charged to the Authority under this Agreement are accurate.

23.2 Subject to the Authority's obligations of confidentiality at clause 15 (*Confidentiality*), the Supplier shall provide the Authority (and its professional advisers) with all reasonable co-operation, access and assistance in relation to each audit.

23.3 The Supplier shall keep and maintain until six (6) years after the end of the Term, or as long a period as may be agreed between the parties.

23.4 The Authority shall provide reasonable notice of its intention to conduct an audit and any audit shall be conducted on a Working Day.

23.5 The Authority and its professional advisers shall have the right to take copies of any records which they reasonably require and remove such copies and the Supplier shall provide the necessary facilities to assist in copying free of charge.

24 Health and safety

24.1 The Supplier shall perform its obligations under this Agreement (including those in relation to the Deliverables) in accordance with:

24.1.1 all Applicable Laws regarding health and safety;

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- 24.1.2 the Authority's health and safety policy (as provided to the Supplier from time to time) whilst at the Authority Premises; and
- 24.1.3 the Safety Rules Policy (where stated to apply in the Contract Summary).
- 24.2 Each party shall promptly notify the other as soon as possible of any health and safety incidents or material health and safety hazards at the Authority Premises of which it becomes aware and which relate to or arise in connection with the performance of this Agreement.
- 24.3 While on the Authority Premises, the Supplier shall comply with any health and safety measures implemented by the Authority in respect of Supplier Personnel and other persons working there and any instructions from the Authority on any necessary associated safety measures.

25 Equality

- 25.1 The Supplier shall:
 - 25.1.1 perform its obligations under this Agreement (including those in relation to provision of the Deliverables) in accordance with:
 - (a) all Applicable Laws (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise); and
 - (b) any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under Applicable Laws;
 - 25.1.2 take all necessary steps, and inform the Authority of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

26 Responsible procurement and Supplier Code of Conduct

- 26.1 The Supplier shall comply with the Responsible Procurement Schedule in respect to all social & ethical, economic, environmental and governance matters arising from, or relating to, this Agreement.
- 26.2 The Supplier shall comply with the Supplier Code of Conduct at all times during the Term.
- 26.3 A failure by the Supplier to comply with the Supplier Code of Conduct shall amount to a Default but such Default shall not automatically trigger the Authority's remedies under clause 44.1.1 (*Termination*), unless the Authority (acting reasonably) determines that such Default is significantly serious to be determined a material breach of this Agreement.

27 Anti-Slavery and Human Trafficking

- 27.1 In performing its obligations under this Agreement, the Supplier shall:
 - 27.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;
 - 27.1.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in England and Wales;
 - 27.1.3 include in contracts with its subcontractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 27;
 - 27.1.4 notify the Authority as soon as it becomes aware of any actual or suspected breach of clause 27.1.1 and clause 27.1.2; and
 - 27.1.5 maintain a complete set of records to trace the supply chain of all Deliverables provided to the Authority in connection with this Agreement; and permit the Authority and its third party representatives to inspect the Supplier's premises, records, and to meet the

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Supplier's personnel to audit the Supplier's compliance with its obligations under this clause 27.

- 27.2 Further and in addition to the provisions of clause 27.1, the Supplier:
- 27.2.1 shall not use, nor allow its sub-contractors to use forced, bonded or involuntary prison labour;
 - 27.2.2 shall not require any Supplier Personnel or Sub-contractors to lodge deposits or identity papers with their employer and shall be free to leave their employer after reasonable notice;
 - 27.2.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;
 - 27.2.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world;
 - 27.2.5 shall make reasonable enquires to ensure that its officers, employees and Sub-contractors have not been convicted of slavery or human trafficking offences anywhere around the world;
 - 27.2.6 shall have and maintain throughout the Term its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its Sub-contractors anti-slavery and human trafficking provisions;
 - 27.2.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under this Agreement;
 - 27.2.8 shall prepare and deliver to the Authority, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business;
 - 27.2.9 shall not use, nor allow the Supplier Personnel or Sub-contractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of Supplier Personnel or Sub-contractors;
 - 27.2.10 shall not use or allow child or slave labour to be used by its Sub-contractors; and
 - 27.2.11 shall report the discovery or suspicion of any slavery or trafficking by it or its sub-contractors to the Authority and the Modern Slavery Helpline.
- 27.3 Breach of this clause 27 shall be deemed a material breach under clause 44 (*Termination*).

28 Corruption and fraud

- 28.1 The Supplier shall:
- 28.1.1 comply with all Applicable Laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010 (the **Relevant Requirements**);
 - 28.1.2 not commit to any Prohibited Act or engage in any activity, practice or conduct that would constitute a Prohibited Act by it, or the Authority if such activity, practice or conduct had been carried out in the United Kingdom;
 - 28.1.3 devise, implement and enforce throughout the Term its own written policies and procedures, including adequate procedures under the Bribery Act 2010, in order to ensure compliance by:
 - (a) the Supplier;
 - (b) the Supplier Personnel; and
 - (c) any other associated persons of the Supplier,

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with the Relevant Requirements as set out in this clause, and the Supplier shall produce to the Authority copies of such written policies and procedures within 7 days of signature of this Agreement and at any time upon request by the Authority;

- 28.1.4 promptly report to the Authority any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement;
- 28.1.5 immediately notify the Authority in writing if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier, and the Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement;
- 28.1.6 within two (2) months of the Commencement Date, and annually thereafter, certify to the Authority in writing signed by an officer of the Supplier, compliance with this clause 28.1 by the Supplier and all persons associated with it under clause 28.2. The Supplier shall provide such supporting evidence of compliance as the Authority may reasonably request.
- 28.2 The Supplier shall ensure that any person associated with the Supplier who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 28 (the **Relevant Terms**), the Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Authority for any breach of the Relevant Terms, and shall be directly liable to the Authority for any breach by such persons of any of the Relevant Terms.
- 28.3 If the Supplier (including any member of the Supplier Personnel, Sub-contractor, third party or agent, in all cases whether or not acting in the Supplier's knowledge) engages in conduct prohibited by this clause 28 or commits any offence under the Bribery Act 2010, the Authority may:
- 28.3.1 terminate this Agreement with immediate effect and recover from the Supplier the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Deliverables and any additional expenditure incurred by the Authority throughout the remainder of the Term; or
- 28.3.2 recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of the conditions set out in this clause.
- 28.4 For the purposes of this clause 28:
- 28.4.1 the meaning of **adequate procedures** and **foreign public official** and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively;
- 28.4.2 a person associated with the Supplier includes but is not limited to any Sub-contractor or third party of the Supplier; and
- 28.4.3 **Prohibited Act** means any of the following:
- (a) offering, giving or agreeing to give to the Authority or any other public body or any person employed by or on behalf of the Authority or any other public body any gift or consideration of any kind as an inducement or reward;
 - (b) for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this Agreement, or any other agreement with the Authority or any other public body;
 - (c) for showing or refraining from showing favour or disfavour to any person in relation to this Agreement or any such agreement;
 - (d) paying commission or agreeing to pay any commission to the Authority or any other public body or any person employed by or on behalf of the Authority, or any other public body in connection with this Agreement, or any other

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agreement with the Authority, or any other public body or person employed by or on behalf of the Authority, or any other public body;

- (e) committing any offence:
 - (i) under the Bribery Act 2010; or
 - (ii) under any Applicable Laws creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts,

in relation to this Agreement, or any other agreement with the Authority, or any other public body or person employed by or on behalf of the Authority, or any other public body.

- 28.5 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent fraud by Supplier Personnel and the Supplier (including its shareholders, members, directors) in connection with the receipt of monies from the Authority.
- 28.6 The Supplier shall notify the Authority immediately if it has reason to suspect that any fraud in relation to any agreements with the Authority has occurred or is occurring or is likely to occur.
- 28.7 If the Supplier or Supplier Personnel commits fraud in relation to this Agreement or any contract with the Authority, the Authority may:
 - 28.7.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Deliverables and any additional expenditure incurred by the Authority throughout the remainder of the Term; or
 - 28.7.2 recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of this clause.

29 Force Majeure

- 29.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:
 - 29.1.1 acts of God, flood, drought, earthquake or other natural disaster;
 - 29.1.2 epidemic or pandemic, subject to clause 29.2
 - 29.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - 29.1.4 nuclear, chemical or biological contamination or sonic boom;
 - 29.1.5 any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; (but excluding any changes to taxation or tariffs which change the cost of providing the Services)
 - 29.1.6 collapse of buildings, fire, explosion or accident;
 - 29.1.7 any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);
 - 29.1.8 non-performance by suppliers or Sub-contractors (other than by companies in the same group as the party seeking to rely on this clause); and
 - 29.1.9 interruption or failure of utility service.
- 29.2 The Supplier and the Authority acknowledge and agree that events and circumstances arising from or related to the COVID-19 coronavirus shall not amount to a Force Majeure Event.

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- 29.3 Provided it has complied with clause 29.5, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (“**Affected Party**”), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 29.4 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 29.5 The Affected Party shall:
- 29.5.1 as soon as reasonably practicable after the start of the Force Majeure Event but no later than five (5) days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and
 - 29.5.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 29.6 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than four (4) weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving four (4) weeks' written notice to the Affected Party.

30 Conflict of Interest

- 30.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Personnel are placed in the position of an actual or potential Conflict of Interest.
- 30.2 The Supplier must promptly notify and provide details to the Authority if an actual, perceived or potential Conflict of Interest happens or is expected to happen.
- 30.3 The Authority will consider whether there are any reasonable steps that can be put in place to mitigate an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Authority, such steps do not or will not resolve an actual or potential Conflict of Interest, the Authority may terminate the Agreement immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest.

31 Liabilities

- 31.1 Neither party excludes or limits liability to the other party for:
- 31.1.1 death or personal injury caused by its negligence; or
 - 31.1.2 bribery or fraud; or
 - 31.1.3 fraudulent misrepresentation; or
 - 31.1.4 any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982; or
 - 31.1.5 any liability arising under any indemnity provision in the Agreement, save for the indemnity set out at clause 31.2, or
 - 31.1.6 (in the case of the Supplier only) any liability arising under clause 28 (*Corruption and fraud*).
- 31.2 Subject to clause 31.3, the Supplier shall indemnify and keep indemnified the Authority from and against any loss, damages, liabilities, claims, demands, proceedings, actions, costs, or expenses suffered by the Authority and legal fees and costs incurred by the Authority resulting from:
- 31.2.1 any breach of this Agreement by the Supplier;
 - 31.2.2 any act, neglect or Default of the Supplier or the Supplier Personnel;

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- 31.2.3 any breaches in respect of any matter arising from the performance of the Services and delivery, installation or use of the Goods resulting in any successful claim by any third party; and
- 31.2.4 any failure for any reason by the Supplier to perform the Services and/or deliver and install the Goods in accordance with this Agreement which results in the Authority making alternative provision for the Deliverables.
- 31.3 Subject always to clause 31.1, the liability of either party for Defaults shall be subject to the following limits:
- 31.3.1 save as provided by clause 31.3.3, the liability of either party for any single Default resulting in loss of or damage to the property of the other party shall not exceed the Property Damage Limitation;
- 31.3.2 save as provided by clause 31.3.3, the aggregate liability under the Agreement of either party for any and all Defaults (other than a Default covered by clause 31.3.1) shall not exceed the General Liability Limitation;
- 31.3.3 to the extent that the liability of the Supplier for any particular Default is (or, but for any breach of this Agreement by the Supplier, would be) covered by any insurance which the Supplier is required under this Agreement to maintain, the Supplier shall at a minimum be liable to the Authority in respect of that Default up to the limit of liability, even if this results in the liability of the Supplier under this Agreement exceeding the limits specified in clauses 31.3.1 or 31.3.2, as applicable.
- 31.4 Subject to the provisions of clause 31.5, during the term of this Agreement and for a period of 6 years after the expiry or termination of this Agreement, the Supplier shall maintain in force, with a reputable insurance company:
- 31.4.1 Public Liability insurance with a minimum limit of indemnity of £10,000,000. Cover should be on an occurrence basis and include an Indemnity to Principals Clause.
- 31.4.2 Product liability insurance at an amount not less than ten million pounds (£10,000,000).
- 31.4.3 Employers Liability insurance to cover the requirements of the Employers Liability (Compulsory Insurance) Act 1969 and any subsequent regulation for a minimum of £5,000,000.
- 31.4.4 Pollution liability insurance at an amount not less than ten million pounds (£10,000,000),
- 31.4.5 Environmental liability insurance at an amount not less than five million pounds (£5,000,000).
- to cover the liabilities that may arise under or in connection with this Agreement and shall produce to the Authority on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
- 31.5 Where this Agreement is entered into as a deed the period of 6 years referenced at clause 31.4 shall be extended to 12 years.

32 Assignment

- 32.1 The Supplier shall not assign, sub-contract or in any other way dispose of this Agreement or any part of it without prior written consent of the Authority.
- 32.2 The Authority may at any time assign, mortgage, charge, Sub-contract, delegate, declare a trust over or deal in any other manner with any or all of its rights under this Agreement, provided that it gives prior written notice of such dealing to the Supplier.

33 Sub-contracting

- 33.1 The Supplier shall only Sub-contract its obligations under this Agreement to a Sub-contractor, with the prior written consent of the Authority in accordance with the following provisions of this clause.
- 33.2 The Supplier must ensure that it does not any time during the Term enter into a Sub-contract with:

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- 33.2.1 any supplier that is on the debarment list on the basis of a mandatory exclusion ground within the meaning of the Procurement Act 2023 and associated regulations; or
- 33.2.2 any supplier that is on the debarment list on the basis of a discretionary exclusion ground within the meaning of the Procurement Act 2023 and associated regulations, unless the Supplier has obtained the Authority's prior written consent to the appointment of the relevant proposed Sub-contractor.
- 33.3 If a Sub-contractor is to be appointed under this Agreement, then the Authority may require that the Supplier enters into a legally binding arrangement with the proposed Sub-contractor within such reasonable period after the Commencement Date as may be specified by the Authority.
- 33.4 If the Supplier does not enter into a legally binding agreement in accordance with clause 33.3 the Authority shall be entitled to:
- 33.4.1 terminate this Agreement; or
- 33.4.2 require the Supplier to enter into a legally binding agreement with an alternate Sub-contractor.
- 33.5 Upon requesting the appointment of a Sub-contractor, the Supplier shall provide the Authority with such information as the Authority reasonably requests regarding a proposed Sub-contractor including, but not limited to, whether the proposed Sub-contractor is an excluded or excludable supplier within the meaning of the Procurement Act 2023 and any associated regulations.
- 33.6 Where the Authority provides written consent to the appointment of a Sub-contractor the Supplier shall ensure the Sub-contract shall include:
- 33.6.1 a right under the Contracts (Rights of Third Parties) Act 1999 for the Authority to enforce the terms of that Sub-contract as if it were the Supplier;
- 33.6.2 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Sub-contract to the Authority;
- 33.6.3 a provision requiring the Sub-contractor to enter into a direct confidentiality agreement with the Authority on the same terms as set out in clause 15 (*Confidentiality*) of this Agreement;
- 33.6.4 a provision requiring the Sub-contractor to comply with protection of data requirements pursuant to the Data Processing Schedule to this Agreement;
- 33.6.5 a provision requiring the Sub-contractor to comply with the prevention of corruption obligations pursuant to clause 28 (*Corruption and fraud*) of this Agreement; and
- 33.6.6 a provision restricting the ability of the Sub-contractor to further Sub-contract elements of the Services or delivery or installation of the Goods or associated goods and services provided to the Supplier without first seeking the consent of the Authority; and
- where the Sub-contract is wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Agreement the Supplier shall ensure that the Sub-contract shall include provisions that:
- 33.6.7 allow the Supplier to terminate the Sub-contract if the Sub-contractor fails to comply with its obligations in respect of environmental, social or employment Law;
- 33.6.8 require the Supplier to pay any undisputed sums which are due from it to the Sub-contractor:
- (a) before the end of the period of 30 days beginning with the day on which the invoice is received by the Supplier or other party in respect of the sum; or
- (b) if later, by the date on which the payment falls due in accordance with the invoice,
- subject, to the invoice being verified by the Supplier or other party as valid and undisputed;

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- 33.6.9 require the party receiving goods or services under the contract to consider and verify invoices under that contract in a timely fashion and notify the Sub-contractor without undue delay if it considers the invoice invalid or it disputes the invoice; and allow the Authority to publish the details of the late payment or non-payment if this thirty (30) day limit is exceeded.
- 33.7 The Supplier must ensure that a term equivalent to Clauses 33.6.7 to 33.6.9 are included in each Sub-contract in its supply chain where the Sub-contract is wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Agreement, such that each Sub-contractor is obliged to include those terms in any of its own Sub-contracts in the supply chain for the delivery of this Contract. References to the "Supplier" and "Sub-contractor", in Clause 33.3 are to be replaced with references to the respective Sub-contractors who are parties to the relevant contract.
- 33.8 The Supplier shall not terminate or materially amend the terms of any Sub-contract without the Authority's prior written consent, which shall not be unreasonably withheld or delayed.
- 33.9 The Authority may require the Supplier to terminate any Sub-contract where the acts or omissions of the relevant Sub-contractor have given rise to the Authority's right of termination under this Agreement.
- 33.10 The Supplier shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own. An obligation on the Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that Sub-contractor also do, or refrain from doing, such act or thing.
- 33.11 If at any time the Buyer asks the Supplier for details about Sub-contractors, the Supplier must provide details of Sub-contractors at all levels of the supply chain including:
- 33.11.1 their name;
 - 33.11.2 the scope of their appointment;
 - 33.11.3 the duration of their appointment;
 - 33.11.4 a copy of the Sub-contract; and
 - 33.11.5 whether the Supplier considers that an exclusion ground within the meaning of the Procurement Act 2023 and any associated regulations does or may apply to the Sub-contractor.

34 Continuous improvement

- 34.1 If the Contract Summary states the Continuous Improvement Schedule applies to this Agreement then the provisions of this clause 34 shall apply.
- 34.2 The Supplier shall have an ongoing obligation throughout the Term to identify new or potential improvements to the Deliverables in accordance with the Continuous Improvement Schedule.
- 34.3 Any potential changes highlighted as a result of the Supplier's reporting in accordance with clause 34.1 shall be addressed by the parties using clause 36 (*Contract Change*).

35 Value for Money

- 35.1 If the Contract Summary states the Value for Money Schedule applies to this Agreement then the provisions of this clause 35 shall apply.
- 35.2 Notwithstanding the Supplier's obligations under clause 34 (*Continuous Improvement*), the Authority shall be entitled to regularly benchmark the Charges and level of performance by the Supplier of the supply of the, against other suppliers providing services substantially the same as the Deliverables during the Term in accordance with the Value for Money Schedule.
- 35.3 [If the Authority can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Authority, then the Authority may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.]

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36 Contract change

- 36.1 Either party may propose changes to the scope or execution of this Agreement, but no proposed changes shall come into effect until a relevant Change Request has been signed by both parties.
- 36.2 If the Authority wishes to make a change to the Deliverables:
- 36.2.1 it shall notify the Supplier, providing as much detail as is reasonably necessary to enable the Supplier to prepare the draft Change Request; and
 - 36.2.2 the Supplier shall, within five (5) Working Days of receiving the Authority's request at clause 36.1, provide a draft Change Request to the Authority.
- 36.3 If the Supplier wishes to make a change to the Deliverables, it shall provide a draft Change Request to the Authority.
- 36.4 If the Supplier submits a draft Change Request in order to comply with any applicable safety or regulatory requirements and such changes do not affect the nature, scope of, or charges for the Deliverables, the Authority shall not unreasonably withhold or delay consent to it.
- 36.5 If the parties:
- 36.5.1 agree to a Change Request, they shall sign it and that Change Request shall amend this Agreement; or
 - 36.5.2 are unable to agree a Change Request, either party may require the disagreement to be dealt with in accordance with the Dispute Resolution Schedule.
- 36.6 The Supplier shall only be entitled to charge for the time it spends on preparing and negotiating a Change Request which originate from the Authority in accordance with clause 36.2. The Supplier shall charge for its time so spent on a time and materials basis at the Supplier's daily rates specified in the Charges, Payment and Invoicing Schedule.
- 36.7 The Parties acknowledge that the Procurement Act 2023 (in particular sections 74 to 77) may (where applicable) apply to any change made to this Agreement and the Supplier consents to any publication of any required notices and/or additional transparency information linked to any such change.
- 36.8 Without prejudice to the terms of this Agreement that already import principles from the Procurement Act 2023 and apply as at the Commencement Date, the Supplier acknowledges and agrees that where this Agreement is not a 'public contract' for the purposes of the Procurement Act 2023 as at the Commencement Date, as a result of modification(s) this Agreement could become a 'convertible contract' and therefore a 'public contract' for the purposes of the Section 74 of the Procurement Act 2023. Where this Agreement becomes a 'convertible contract' the provisions in the Procurement Act 2023 that govern public contracts, including the relevant implied terms imposed by the Procurement Act 2023, shall apply to this Agreement.
- 36.9 Any modification to the Agreement, may also be known as a Change. For the purposes of this Agreement, the definition of modification is that given to it in the Procurement Act 2023 (**"the Act 2023"**). The Parties reserve the right in to modify the Agreement in accordance with the Change Control Procedure, where such modification is:
- 36.9.1 Under section 74 of the Act 2023 either a below-threshold modification or is not a substantial modification; or
 - 36.9.2 A permitted modification under Schedule 8 (permitted modifications) of the Act 2023
- 36.10 Where the Parties modify the Agreement under clause [36.9.1] the Authority shall:
- 36.10.1 Satisfy itself that the grounds for the modification meet the relevant provisions of the Act 2023; and
 - 36.10.2 Comply with the requirements of sections 75 to 77 of the Act 2023 and regulation 40 of the Procurement Regulations 2024.
- 36.11 Where the Parties modify the Agreement under clause [36.9.2] pursuant to paragraph 1 (modifications provided for in the contract, known as the Agreement) or paragraphs 5 to 7

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(materialisation of a known risk) of Schedule 8 to the Act 2023, the Authority shall only do so to the extent such provisions and/or known risk is stated in clear terms in the Agreement and/or the procurement documentation. Should any modification be made under paragraph 6 of Schedule of the Act 2023, the Authority may not be required to publish modification notice made to accommodate any risks known to the parties at the point of entering into the Contract as set out in

37 Change of control of Supplier

37.1 The Supplier shall notify the Authority immediately if the Supplier undergoes a Change of Control. The Authority may terminate the Agreement with immediate effect by giving notice in writing within six (6) months of:

37.1.1 being notified that a Change of Control has occurred; or

37.1.2 where no notification has been made, the date that the Authority becomes aware of the Change of Control,

but shall not be permitted to terminate where an Approval in writing was granted prior to the Change of Control.

38 Change in law

38.1 The Supplier shall neither be relieved of its obligations to supply the Deliverables in accordance with this Agreement nor be entitled to an increase in the Charges as a result of any change in Applicable Laws, unless agreed by the Authority (in its sole discretion) and subsequently documented in writing in accordance with Clause 36 (Contract change).

39 Charges and payment

39.1 In consideration of the Supplier carrying out its obligations under this Agreement, including the provision of the Deliverables, the Authority shall pay the undisputed Charges in accordance with the Charges, Payment and Invoicing Schedule.

39.2 The Authority shall accept and process for payment any electronic invoice that complies with the Electronic Invoice Standard, provided that it is valid and undisputed.

39.3 The Supplier must ensure that all Sub-contractors are paid, in full:

39.3.1 before the end of the period of thirty (30) days beginning with the day on which an invoice is received by the Supplier in respect of the sum; or

39.3.2 if later, by the date on which the payment falls due in accordance with the invoice,

subject to the invoice being verified by the Supplier as valid, and undisputed. If this does not happen, the Authority can publish the details of the late payment or non-payment.

39.4 At each anniversary of the start of this Agreement, at its own expense, the Supplier will provide a report to the Authority setting out a summary of its compliance with Clause 39.3, such report to be certified by the Supplier's Authorised Representative as being accurate and not misleading.

40 VAT

40.1 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a Valid Invoice.

40.2 The Supplier shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority at any time (whether before or after the making of a demand pursuant to the indemnity hereunder) in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Agreement. Any amounts due under this clause 40 (VAT) shall be paid in cleared funds by the Supplier to the Authority not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Authority.

41 Tax – Supplier Personnel

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- 41.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Authority cannot terminate this Agreement where the Supplier has not paid a minor tax or social security contribution.
- 41.2 Where the Supplier or any Supplier Personnel are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under this Agreement, the Supplier must both:
- 41.2.1 comply with the Income Tax (Earnings and Pensions) Act 2003, the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to income tax and National Insurance contributions (including IR35); and
 - 41.2.2 indemnify the Authority against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Personnel.
- 41.3 At any time during the Term, the Authority may specify information that the Supplier must provide with regard to the Supplier, the Supplier Personnel, the Workers, or the Supply Chain Intermediaries and set a deadline for responding, which:
- 41.3.1 demonstrates that the Supplier, Supplier Personnel, Workers, or Supply Chain Intermediaries comply with the legislation specified in clause 41.2.1, or why those requirements do not apply; and
 - 41.3.2 assists with the Authority's due diligence, compliance, reporting, or demonstrating its compliance with any of the legislation in clause 41.2.1.
- 41.4 The Authority may supply any information they receive from the Supplier under clause 41.3 to HMRC for revenue collection and management and for audit purposes.
- 41.5 The Supplier must inform the Authority as soon as reasonably practicable if there any Workers or Supplier Personnel providing services to the Authority who are contracting, begin contracting, or stop contracting via an intermediary which meets one of conditions A-C set out in section 61N of the Income Tax (Earnings and Pensions) Act 2003 and/or Regulation 14 of the Social Security Contributions (Intermediaries) Regulations 2000.
- 41.6 If any of the Supplier Personnel are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
- 41.6.1 the Authority may, at any time during the Term of the Agreement, request that the Worker provides information which demonstrates they comply with clause 41.2.1, or why those requirements do not apply, the Authority can specify the information the Worker must provide and the deadline for responding;
 - 41.6.2 the Worker's contract may be terminated at the Authority's request if the Worker fails to provide the information requested by the Authority within the time specified by the Authority;
 - 41.6.3 the Worker's contract may be terminated at the Authority's request if the Worker provides information which the Authority considers isn't good enough to demonstrate how it complies with clause 41.2.1 or confirms that the Worker is not complying with those requirements; and
 - 41.6.4 the Authority may supply any information they receive from the Worker to HMRC for revenue collection and management.
- 42 Recovery of sums due**
- 42.1 Wherever under the Agreement any sum of money is recoverable from or payable by the Supplier (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Agreement), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier under this Agreement or under any other agreement or contract with the Authority.

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- 42.2 Any overpayment by either party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the party who made the overpayment from the party in receipt of the overpayment.
- 42.3 The Supplier shall make all payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Supplier.
- 42.4 Unless otherwise specified in this Agreement, any sum payable by the Supplier to the Authority under this Agreement or by either party to the other under clause 42.2 shall be paid in cleared funds, within five (5) Working Days of a demand for the same being notified by the recipient party to the paying party, to such bank or building society account as the recipient party may from time to time direct.

43 Audit

- 43.1 The Supplier shall keep and maintain until two (2) years after the end of the Term, or as long a period as may be agreed between the parties, full and accurate records of the Agreement including the Deliverables supplied under it, all expenditure reimbursed by the Authority, and all payments made by the Authority.
- 43.2 During the Term and for a period of two (2) years after the termination or expiry of this Agreement, the Authority (acting by itself or through its Authorised Representatives) may conduct an audit of the Supplier to:
- 43.2.1 verify the Supplier's compliance with the terms and conditions of this Agreement:
 - 43.2.2 to review the integrity, confidentiality and security of any information and data relating to the Authority or any Authority personnel; and
 - 43.2.3 to carry out an examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.
- 43.3 The Authority shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Deliverables.
- 43.4 Subject to the Authority's obligations of confidentiality, the Supplier shall on demand provide the Authority and any relevant regulatory body (and/or their agents or Authorised Representatives) with all reasonable co-operation and assistance in relation to each audit, including:
- 43.4.1 all information requested by the above persons within the permitted scope of the audit;
 - 43.4.2 reasonable access to any Sites; and
 - 43.4.3 access to the Supplier Personnel.
- 43.5 The Authority shall endeavour to (but is not obliged to) provide at least fifteen (15) Working Days' notice of its intention or, where possible, a regulatory body's intention, to conduct an audit.
- 43.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 43, unless the audit identifies a material failure by the Supplier to perform its obligations under this Agreement in which case the Supplier shall reimburse the Authority for all the Authority's reasonable costs incurred in the course of the audit.
- 43.7 If an audit identifies that the Supplier has failed to perform its obligations under this Agreement in any material manner, the Authority may stipulate a remedial plan (including, where applicable, provision of information about the Charges, proposed Charges or Supplier's costs).

44 Termination

44.1 Termination for breach

- 44.1.1 The Authority may terminate this Agreement (in whole or in part) with immediate effect by issuing a Termination Notice to the Supplier if the Supplier commits a Default and:

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- (a) the Supplier has not remedied the Default to the reasonable satisfaction of the Authority within ten (10) Working Days, or such other period as may be specified by the Authority, after issue of a Termination Notice; or
- (b) the Default is not, in the reasonable opinion of the Authority, capable of remedy; or
- (c) the Default, in the reasonable opinion of the Authority, is a material breach of the Agreement; [or
- (d) the Default relates to a failure to meet and/or rectify performance in respect of particular service levels or key performance indicators and the failure in question is of a severity that permits the Authority by reference to other provisions in this Agreement.

44.1.2 If this Agreement is terminated by the Authority, such termination shall be at no loss or cost to the Authority and the Supplier hereby indemnifies the Authority against any such losses or costs which the Authority may suffer as a result of any such termination.

44.1.3 In the event that at any time undisputed Charges have been overdue for payment for a period of ninety (90) days or more, the Authority will have committed a Termination Payment Default.

44.1.4 The Supplier may terminate this Agreement in the event that the Authority commits a Termination Payment Default by giving sixty (60) days' written notice to the Authority. In the event that the Authority remedies the Termination Payment Default in the sixty (60) day notice period, the Supplier's notice to terminate this Agreement shall be deemed to have been withdrawn.

44.2 Termination in accordance with the Procurement Act 2003

44.2.1 Irrespective of whether this Agreement is above of below threshold for the purposes of the Procurement Act 2023, the Supplier acknowledges and agrees that the Authority may terminate this Agreement by issuing a Termination Notice to the Supplier:

- (a) in accordance with section 78, and/or section 79 (where applicable), of the Procurement Act 2023, and provided that the requirements of section 78(7) of the Procurement Act 2023 have been met, where:
 - (i) the Authority considers that the Agreement was awarded or modified in material breach of the Procurement Act 2023 or regulations made under it;
 - (ii) the Supplier has, since the award of the Agreement become an excluded supplier or excludable supplier (including by reference to an associated person) as set out in section 57 of the Procurement Act 2023 and provided that the conditions in section 78(8) (where applicable) of the Procurement Act 2023 have been met; and/or
 - (iii) any Sub-contractor has, since the award of the Agreement become an excluded supplier or excludable supplier as set out in section 57 of the Procurement Act 2023 and provided that the conditions in section 78(3) to 78(8) of the Procurement Act 2023 have been met; or
- (b) the Supplier fails to enter into a legally binding agreement with any Subcontractor in accordance with clause 33.3 and/or Section 72 of the Procurement Act 2023; or
- (c) where any Sub-contractor has, since the award of the Agreement, become an excluded supplier or excludable supplier as defined in section 57 of the Procurement Act 2023, provided that prior to exercising its right of termination under this clause (b) the Authority:
 - (i) has notified the Supplier of its intention to terminate under this clause, and why the Authority has decided to terminate the Agreement;
 - (ii) has given the Supplier reasonable opportunity to make representations about whether this clause applies and the Authority's decision to terminate; and

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- (iii) has given the Supplier a reasonable opportunity to end its Sub-contract with the excluded or excludable supplier, and if necessary, find an alternative Sub-contractor.

44.2.2 The costs incurred by the parties shall lie where they fall if the Authority terminates under clause 44.2.1.

44.3 Recovery on Termination

44.3.1 On the termination of this Agreement for any reason, the Supplier shall:

- (a) immediately return to the Authority all information and documentation belonging to the Authority;
- (b) assist and co-operate with the Authority with any re-tender; and
- (c) promptly provide all information concerning the provision of the Deliverables which may reasonably be requested by the Authority.

45 Termination without cause or on national security grounds

45.1 The Authority shall have the right to terminate this Agreement at any time:

45.1.1 for any reason by giving the Supplier no less than three (3) month's prior written notice; or

45.1.2 immediately upon grounds of national security where the Authority has reasonable grounds to suspect that the Supplier, any Supplier Personnel, any sub-contractor or the further performance of this Agreement could pose or poses a threat to national security.

46 Guarantee **[NOT IN USE]**

46.1 Where the Contract Summary states the Guarantee Schedule will apply to this Agreement then the provisions of this clause 46 apply.

46.2 Where the Authority has stipulated that the award of this Agreement shall be conditional upon receipt of a Guarantee, then, on or prior to the Commencement Date or on any other date specified by the Authority, the Supplier shall deliver to the Authority:

46.2.1 an executed Guarantee in the form set out in the Guarantee Schedule; and

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

46.3 The Authority may in its sole discretion at any time agree to waive compliance with the requirement in clause 46.1 by giving the Supplier notice in writing.

47 Exclusions

47.1 During the Term the Supplier shall notify the Authority as soon as reasonably practicable if:

47.1.1 the Supplier considers that an exclusion ground within the Procurement Act 2023 and any associated Regulations applies to the Supplier, including where the Supplier is put on the debarment list or becomes an excluded or excludable supplier by virtue of any associated persons or subcontractors where information relating to such was provided under Section 28 of the Procurement Act 2023; and/or

47.1.2 there are any changes to the Supplier's associated persons within the meaning of the Procurement Act 2023.

47.2 If the Supplier notifies the Authority in accordance with clause 47.1.1 then the Supplier must promptly provide any information the Authority reasonably requests in relation to the notification, including information to support an assessment of whether the circumstances giving rise to the exclusion ground are continuing or likely to occur again.

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- 47.3 If the Supplier notifies the Authority in accordance with clause 47.1.2 above then the Supplier must promptly provide any information requested by the Authority in relation to the change to the Supplier's associated persons, including any information set out in the Procurement Regulations 2024.
- 47.4 The Authority may terminate this Agreement in accordance with clause 44.1 (*Termination*) if:
- 47.4.1 the Supplier has failed to provide notification under clause 47.1.1 as soon as reasonably practicable after the Supplier becoming aware that an exclusion ground within the Procurement Act 2023 and any associated Regulations does or may apply to the Supplier;
 - 47.4.2 the Supplier has failed to provide notification under clause 47.1.2 as soon as reasonably practicable after the Supplier becoming aware of any changes to the Supplier's "associated persons" within the meaning of the Procurement Act 2023; and/or
 - 47.4.3 any notification or information provided by the Supplier under clause 47.1, 47.2 and/or 47.3 is incomplete, inaccurate or misleading.
- 47.5 Clause 47.4 is without prejudice to the Authority's rights to terminate the Agreement in accordance with clause 44.2.1(a) (*Termination*).

48 Dispute resolution

- 48.1 The parties shall resolve Disputes arising out of or in connection with this Agreement in accordance with the Dispute Resolution Procedure as set out in the Dispute Resolution Procedure Schedule.
- 48.2 The Supplier shall continue to provide the Deliverables in accordance with the terms of this Agreement until a Dispute has been resolved.

49 Remedies cumulative

Except as otherwise expressly provided by this Agreement, all rights and remedies available to either party under this Agreement or otherwise are cumulative and may be exercised concurrently or separately, and the exercise of any one right or remedy shall not be deemed an election of such right or remedy to the exclusion of, and shall be without prejudice to the availability of, any other right or remedy.

50 Entire agreement

- 50.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 50.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 50.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

51 Waiver

- 51.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 51.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 51.3 A party that waives a right or remedy provided under this Agreement or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

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51.4 Unless otherwise provided in this Agreement, rights and remedies under this Agreement are cumulative and do not exclude any rights or remedies provided by Applicable Laws, in equity or otherwise.

52 Notices

52.1 A notice given to a party under or in connection with this Agreement:

52.1.1 shall be in writing and in English;

52.1.2 shall be signed by or on behalf of the party giving it;

52.1.3 shall be sent to the party for the attention of the contact and at the address of the set out below;

52.1.4 is deemed received as set out in clause 52.4 if prepared and sent in accordance with this clause.

52.2 The addresses, email addresses and DX numbers for service of notices are set out in the Contract Summary:

52.3 A party may change its details given in clause 52.2 by giving notice, the change taking effect for the party notified of the change on the later of:

52.3.1 the date, if any, specified in the notice as the effective date for the change; or

52.3.2 the date seven (7) days after deemed receipt of the notice.

52.4 This clause 52.4 sets out the delivery methods for sending a notice to a party under this Agreement and, for each delivery method, the date and time when the notice is deemed to have been received (provided that all other requirements of this clause have been satisfied and subject to the provisions in clause 52.5):

52.4.1 if delivered by hand, on signature of a delivery receipt;

52.4.2 if sent by pre-paid first class post the next working day delivery service at 9.00am on the second day after posting or at the time recorded by the delivery service;

52.4.3 if sent by email, at the time of transmission;

52.4.4 if sent by document exchange (DX), at 9.00 am on the second day after being put into the DX.

52.5 If deemed receipt under clause 52.4 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause 52.5, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

52.6 This clause 52 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

53 Severability

53.1 If any provision of this Agreement (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of this Agreement are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Agreement shall not be affected.

53.2 In the event that any deemed deletion under clause 53.1 is so fundamental as to prevent the accomplishment of the purpose of this Agreement or materially alters the balance of risks and rewards in this Agreement, either party may give notice to the other party requiring the parties to commence good faith negotiations to amend this Agreement so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Agreement and, to the extent that is reasonably practicable, achieves the parties' original commercial intention.

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- 53.3 If the parties are unable to resolve the matter arising in accordance with clause 53.2 within twenty (20) Working Days of the date of the notice given pursuant to clause 53.2, this Agreement shall automatically terminate with immediate effect. The costs of termination incurred by the parties shall lie where they fall if this Agreement is terminated pursuant to this clause 53.

54 Third party rights

- 54.1 Unless it expressly states otherwise this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 (the "**CRTPA**") to enforce any term of this Agreement.
- 54.2 The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.
- 54.3 Clauses 33.6.7 to 33.6.9, 33.7 and 39.3.5 confer benefits on persons named or identified in such provisions other than the parties (each such person a "**Third Party Beneficiary**") and are intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

55 Governing law

- 55.1 This Agreement and any Dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 55.2 Subject to the Dispute Resolution Procedure, the parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Agreement or its subject matter or formation.

56 Jurisdiction

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

Schedule 1: Specification

Statement of Requirements to be entered here.

Schedule 2 - Tender Technical and Social Value Submission

To me inserted post contract award

Schedule 3: Charges, Payment and Invoicing

1 General Provisions

1.1 This Schedule details:

1.1.1 the Charges for the Deliverables under this Agreement; and

1.1.2 the payment terms/profile for the Charges;

1.1.3 the invoicing procedure; and

1.1.4 the procedure applicable to any adjustments of the Charges.

2 Agreement Charges

2.1 The Charges which are applicable to this Agreement are set out in Appendix 1 of this Schedule.

2.2 The Supplier acknowledges and agrees that:

2.2.1 the parties acknowledge that a discount structure as set out in Appendix 2 shall be applied by the Supplier to this Agreement.

2.2.2 subject to Paragraph 4.4 of this Schedule (Adjustment of Charges), the Charges cannot be increased during the Term.

3 Payment Terms/Payment Profile

The payment terms/profile which are applicable to this Agreement are set out in Appendix 3 of this Schedule.

4 Invoicing Procedure

4.1 The Authority shall pay all sums properly due and payable to the Supplier in cleared funds within thirty (30) days of receipt of a valid invoice, submitted to the address specified by the Authority in Paragraph 4.4 of this Schedule and in accordance with the provisions of this Agreement.

4.2 The Supplier shall ensure that each invoice shall be submitted electronically and must specify:

4.2.1 includes the minimum required information set out in Section 68(9) of the Procurement Act 2023;

4.2.2 all appropriate references, including the unique purchase order reference number; and

4.2.3 a detailed breakdown of the Deliverables within this Agreement against the applicable due and payable Charges; and

4.2.4 shows separately:

(a) the VAT added to the due and payable Charges in accordance with this Agreement (VAT) and the tax point date relating to the rate of VAT shown; and

(b) is supported by any other documentation reasonably required by the Authority to substantiate that the invoice is a valid invoice.

4.3 All payments due by one party to the other shall be made within thirty (30) days of receipt of a valid invoice unless otherwise specified in this Agreement, in cleared funds, to such bank or building society account as the recipient party may from time to time direct.

4.4 Invoices should be sent electronically to sscl.mps.ap@police.sscl.com for payment or submitted via our e-invoicing mechanisms, please engage with MPS Commercial Services to discuss how to set up e-invoicing.

4.5 Where any invoice does not conform to the Authority's requirements set out in this paragraph 4, the Authority shall notify the Supplier without undue delay and the Supplier shall promptly issue a replacement invoice which shall comply with such requirements.

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- 4.6 A Valid Invoice must be submitted to the Authority within three (3) months of completion of the relevant Deliverables. By exception, when required the Supplier may request consent for an extension to the time period for delivery of an invoice, such request shall be in writing and provided the Supplier can provide a credible reason for the extension the Authority shall not unreasonably delay or withhold its written consent. Relevant invoices not submitted within three (3) months, or other period as agreed in writing by the Authority shall not be paid.

5 Adjustment of Charges

- 5.1 The Charges shall only be varied:
- 5.1.1 due to a change in law in relation to which the parties agree that a change is required to all or part of the Charges (Legislative Change);
 - 5.1.2 where all or part of the Charges are reduced as a result of a review of the Charges in accordance the Continuous Improvement Schedule;
 - 5.1.3 where all or part of the Charges are reduced as a result of a review of Charges in accordance with the Value for Money Schedule (Benchmarking);
 - 5.1.4 where all or part of the Charges are reviewed and reduced in accordance with Paragraph 6 of this Schedule;
 - 5.1.5 as agreed between the parties following a review of the Supplier's costs in supplying the Services.
- 5.2 The Authority may at its sole discretion consider Indexation of the Charges or any part of the Charges subject to the Supplier having applied continuous improvements to the satisfaction of the Authority in accordance with the Continuous Improvement Schedule.
- 5.3 Subject to Paragraphs 5.1.1 to 5.1.4 and 5.2 of this Schedule, the Charges will remain fixed for the Term.

6 Supplier Periodic Assessment of Agreement Charges

- 6.1 Every six (6) months during the Term, the Supplier shall assess the level of the Charges to consider whether it is able to reduce them.
- 6.2 Such assessments by the Supplier under Paragraph 6 of this Schedule shall be carried out on 1 May and 1 December in each year during the Term (or in the event that such dates do not fall on a Working Day, on the next Working Day following such dates). To the extent that the Supplier is able to decrease all or part of the Charges it shall promptly notify the Authority in writing and such reduction shall be implemented in accordance with Paragraph 7 of this Schedule below.

7 Implementation of Adjusted Charges

- 7.1 Variations in accordance with the provisions of this Schedule to all or part the Charges (as the case may be) must be Approved by the Authority and the Parties shall amend the Charges shown in Appendix 1 to this Schedule to reflect such variations.

Appendix 1: Charges

[AGREEMENT CHARGES INCLUDING ALL APPLICABLE DISCOUNTS TO BE ENTERED HERE FROM TENDER RESPONSE AND UPON AGREEMENT OF CONTRACT TERMS]

Appendix 2: Discounts

[to be added if applicable]

Appendix 3 Payment Terms/Profile

[AGREEMENT PAYMENT TERMS/PROFILE TO BE ENTERED HERE UPON AGREEMENT OF CONTRACT TERMS]

Schedule 4: Dispute Resolution Procedure

1 Definitions

1.1 In this Schedule, the following definitions shall apply:

"CEDR"	the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
"Counter Notice"	has the meaning given to it in paragraph 6.2 of this Schedule;
"Dispute Notice"	as described in paragraph 2 of this Schedule;
"Expedited Dispute Timetable"	the accelerated timetable for the resolution of disputes as set out in paragraph 2.6 of this Schedule;
"Expert"	the person appointed by the parties in accordance with paragraph 5.2 of this Schedule;
"Expert Determination"	as prescribed in paragraph 5 of this Schedule;
"Mediation Notice"	has the meaning given to it in paragraph 3.2 of this Schedule; and
"Mediator"	the independent third party appointed in accordance with paragraph 4.2 of this Schedule.

2 Introduction

2.1 If a Dispute arises then:

- 2.1.1 the Authority Representative and the Supplier Representative shall attempt in good faith to resolve the Dispute; and
- 2.1.2 if such attempts are not successful within a reasonable time either party may give to the other a Dispute Notice.

2.2 The Dispute Notice shall set out:

- 2.2.1 the material particulars of the Dispute;
- 2.2.2 the reasons why the party serving the Dispute Notice believes that the Dispute has arisen; and
- 2.2.3 if the party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable as set out in paragraph 2.6, the reason why.

2.3 Unless agreed otherwise in writing, the parties shall continue to comply with their respective obligations under this Agreement regardless of the nature of the Dispute and notwithstanding the referral of the Dispute to the Dispute Resolution Procedure set out in this Schedule.

2.4 Subject to paragraph 2.1 the parties shall seek to resolve Disputes:

- 2.4.1 first by commercial negotiation (as prescribed in paragraph 3);
- 2.4.2 then by mediation (as prescribed in paragraph 4); and
- 2.4.3 lastly by recourse to arbitration (as prescribed in paragraph 6) or litigation in accordance with the Governing law and Jurisdiction clauses of this Agreement,

specific issues shall be referred to Expert Determination (as prescribed in paragraph 5) where specified under the provisions of this Agreement and may also be referred to Expert Determination where otherwise appropriate as specified in paragraph 5.

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- 2.5 In exceptional circumstances where the use of the times in this Schedule would be unreasonable, including (by way of example) where one party would be materially disadvantaged by a delay in resolving the Dispute, the parties may agree to use the Expedited Dispute Timetable. If the parties are unable to reach agreement on whether to use of the Expedited Dispute Timetable within five (5) Working Days of the issue of the Dispute Notice, the use of the Expedited Dispute Timetable shall be at the sole discretion of the Authority.
- 2.6 If the use of the Expedited Dispute Timetable is determined in accordance with paragraph 2.5 or is otherwise specified under the provisions of this Agreement, then the following periods of time shall apply in lieu of the time periods specified in the applicable paragraphs of this Schedule:
- 2.6.1 in paragraph 3.2.3, ten (10) Working Days;
 - 2.6.2 in paragraph 4.2, ten (10) Working Days;
 - 2.6.3 in paragraph 5.2, five (5) Working Days; and
 - 2.6.4 in paragraph 6.2, ten (10) Working Days.
- 2.7 If at any point it becomes clear that an applicable deadline cannot be met or has passed, the parties may (but shall be under no obligation to) agree in writing to extend the deadline. Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension.

3 Commercial negotiations

- 3.1 Following the service of a Dispute Notice, the Authority and the Supplier shall use reasonable endeavours to resolve the Dispute as soon as possible, by discussion between the Authorised Representatives, such discussions being commercial negotiations.
- 3.2 If:
- 3.2.1 either party is of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiations, will not result in an appropriate solution; or
 - 3.2.2 the parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiations in accordance with this paragraph 3; or
 - 3.2.3 the parties have not settled the Dispute in accordance with paragraph 3.1 within thirty (30) Working Days of service of the Dispute Notice,
- either party may serve a written notice to proceed to mediation (a "**Mediation Notice**") in accordance with paragraph 4.

4 Mediation

- 4.1 If a Mediation Notice is served, the parties shall attempt to resolve the Dispute in accordance with the CEDR Model Mediation Procedure which shall be deemed to be incorporated by reference into this Agreement.
- 4.2 If the parties are unable to agree on the joint appointment of a mediator within thirty (30) Working Days from service of the Mediation Notice then either party may apply to CEDR to nominate the Mediator.
- 4.3 If the parties are unable to reach a settlement in the negotiations at the mediation, and only if the parties so request and the Mediator agrees, the Mediator shall produce for the parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.
- 4.4 Any settlement reached in the mediation shall not be legally binding until it has been produced in writing and signed by, or on behalf of, the parties in accordance with the procedure for variations under clause 36 (*Contract Change*) where appropriate. The Mediator shall assist the parties in recording the outcome of the mediation.

5 Expert determination

- 5.1 If a Dispute relates to any aspect of the technology underlying the provision of the Deliverables or otherwise relates to an ICT technical, financial technical or other aspect of a technical nature (as the parties may agree) and the Dispute has not been resolved by discussion or mediation, then either party may request (which request will not be unreasonably withheld or delayed) by written notice to the other that the Dispute is referred to an expert for determination.
- 5.2 The expert shall be appointed by agreement in writing between the parties, but in the event of a failure to agree within ten (10) Working Days, or if the person appointed is unable or unwilling to act, the expert shall be appointed on the instructions of a suitable independent association or professional body.
- 5.3 The expert shall act on the following basis:
- 5.3.1 they shall act as an expert and not as an arbitrator and shall act fairly and impartially;
 - 5.3.2 the expert's determination shall (in the absence of a material failure by either party to follow the agreed procedures) be final and binding on the parties;
 - 5.3.3 the expert shall decide the procedure to be followed in the determination and shall be requested to make their determination within thirty (30) Working Days of their appointment or as soon as reasonably practicable thereafter and the parties shall assist and provide the documentation that the expert requires for the purpose of the determination;
 - 5.3.4 any amount payable by one party to another as a result of the expert's determination shall be due and payable within twenty (20) Working Days of the expert's determination being notified to the parties;
 - 5.3.5 the process shall be conducted in private and shall be confidential; and
 - 5.3.6 the expert shall determine how and by whom the costs of the determination, including their fees and expenses, are to be paid.

6 Arbitration

- 6.1 The Authority may at any time before court proceedings are commenced refer the Dispute to arbitration in accordance with the provisions of paragraph 6.4.
- 6.2 Before the Supplier commences court proceedings or arbitration, it shall serve written notice on the Authority of its intentions and the Authority shall have fifteen (15) Working Days following receipt of such notice to serve a reply (a "**Counter Notice**") on the Supplier requiring the Dispute to be referred to and resolved by arbitration in accordance with paragraph 6.4 or be subject to the jurisdiction of the courts in accordance with Governing law and Jurisdiction clauses of this Agreement. The Supplier shall not commence any court proceedings or arbitration until the expiry of such fifteen (15) Working Day period.
- 6.3 If:
- 6.3.1 the Counter Notice requires the Dispute to be referred to arbitration, the provisions of paragraph 6.4 shall apply;
 - 6.3.2 the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts in accordance with Governing law and Jurisdiction clauses of this Agreement, the Dispute shall be so referred to the courts and the Supplier shall not commence arbitration proceedings;
 - 6.3.3 the Authority does not serve a Counter Notice within the fifteen (15) Working Day period referred to in paragraph 6.2, the Supplier may either commence arbitration proceedings in accordance with paragraph 6.4 or commence court proceedings in the courts in accordance with Governing law and Jurisdiction clauses of this Agreement which shall (in those circumstances) have exclusive jurisdiction.
- 6.4 In the event that any arbitration proceedings are commenced pursuant to paragraph 6.1 to 6.3, the parties hereby confirm that:

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- 6.4.1 all disputes, issues or claims arising out of or in connection with this Agreement (including as to its existence, validity or performance) shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration ("**LCIA**") subject to paragraph 6.4.5, 6.4.6 and 6.4.7;
- 6.4.2 the arbitration shall be administered by the LCIA;
- 6.4.3 the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference into this Agreement and the decision of the arbitrator shall be binding on the parties in the absence of any material failure to comply with such rules;
- 6.4.4 if the parties fail to agree the appointment of the arbitrator within ten (10) days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
- 6.4.5 the chair of the arbitral tribunal shall be British;
- 6.4.6 the arbitration proceedings shall take place in London and in the English language; and
- 6.4.7 the seat of the arbitration shall be London.

7 Urgent relief

- 7.1 Either party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:
 - 7.1.1 for interim or interlocutory remedies in relation to this Agreement or infringement by the other party of that party's Intellectual Property Rights; and/or
 - 7.1.2 where compliance with paragraph 2.1 and/or referring the Dispute to mediation may leave insufficient time for that party to commence proceedings before the expiry of the limitation period.

Schedule 5: Responsible Procurement

1 Definitions and interpretation

1.1 For the purpose of this Schedule, unless the context indicates otherwise, the following words have the following meanings:

Adverse Climate Outcome (ACO)	(a) reduced air quality; (b) an increase in green house gas (GHG) emissions; (c) depletion of natural capital; or (d) wasted embedded carbon;
Affiliate	means an affiliate of Electronics Watch who, as a contracting authority (as defined in The Procurement Act 2023), monitors Code compliance in Factories through Electronics Watch;
Category N3 HGV	a vehicle designed and constructed for the carriage of goods and having a MAM exceeding 12,000 kilograms;
Car-derived Van	a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment;
CCSL	the Centre for Civil Society Limited or any relevant replacement organisation as notified by the Authority from time to time;
CLOCS Standard	the Construction Logistics and Community Safety standard, which aims to eliminate risk of a collision between heavy goods vehicles servicing the construction sector and vulnerable road users by ensuring effective practice in the management of operations, vehicles, drivers and construction sites; further information can be found at: www.clocs.org.uk ;
Collision Report	a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities;
Delivery and Servicing Vehicle	a HGV, a Van or a Car-derived Van;
Direct Vision Standard or DVS	Direct Vision Standard, a performance based assessment and rating tool, as updated from time to time that measures how much direct vision a Driver has from a Category N3 HGV cab in relation to other road users. Further information can be found at: www.tfl.gov.uk ;
Disclosure Form	the disclosure form available separately to Electronics Watch Affiliates;
Driver	any employee of the Supplier (including an agency or contracted driver), who operates Delivery and Servicing Vehicles on behalf of the Supplier while delivering the Deliverables;
Electronic Goods	the electronic goods (including components) that form the subject matter of the Agreement (including goods and components that are supplied only temporarily as part of a service contract);
Electronics Watch	Stichting Electronics Watch Foundation, whose registered office is Sarphatistraat 30, 1018 GL Amsterdam, The Netherlands;
Factory / Factories	an assembly factory in which any of the Electronic Goods are assembled or a component supplier factory in which the main (based on value) electronic components used in the assembly of any of the Electronic Goods are produced;
FORS	the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating commercial vehicles including vans, HGV, coaches and P2W. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance;

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FORS Standard	the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at: www.fors-online.org.uk ;
Gold Accreditation	the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk ;
HGV	a vehicle with an MAM exceeding 3,500 kilograms;
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);
MAM	the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;
Silver Accreditation	the minimum level of accreditation within the FORS Standard acceptable for the contract schedule, the requirements of which are more particularly described at: www.fors-online.org.uk ;
Van	a vehicle with a MAM not exceeding 3,500 kilograms; and
Working Areas	areas/countries from which the Supplier or any of its Sub-contractors operates including locations of offices and Factories including where the production of Goods takes place.

2 Introduction

This Responsible Procurement Schedule sets out the Authority's commitment to improving responsible and sustainable procurement practices focusing on the promotion of economic, social and environmental principles. This schedule embodies the principles identified by the Authority and in the Greater London Authority's responsible procurement policy and The Procurement Act 2023.

3 Social and Ethical

3.1 Equality and Diversity

The Authority encourages equality and diversity within its supply chains and looks to remove any barriers of entry under its contracts. The Supplier shall co-operate with the Authority to ensure the procurement process and service delivery is transparent.

3.2 Health and Safety

The Supplier will commit to providing and maintaining a healthy and safe working environment for all employees which meets and where possible exceeds the standards set by applicable health and safety laws. Where Deliverables are provided by Sub-contractors, those Sub-contractors will be subject to a proportionate assessment of their working environment.

3.3 Safeguarding

The Supplier will ensure that appropriate safeguarding measures are in place where applicable.

3.4 Discrimination

The Authority opposes all forms of discrimination and prides itself on being an equal opportunities employer. The Supplier will not discriminate in any of its supply chain contracts against, amongst other things, age, gender, disability, race, religion, sexual orientation, marriage and civil partnerships and pregnancy and maternity.

3.5 Small and Medium Sized Enterprises (SMEs)

3.5.1 The standard definition of an SME will apply.

3.5.2 The Supplier will recognise the importance of encouraging the participation of SMEs in their supply chain and will take adequate measures to encourage and monitor SME participation.

3.6 Tax Transparency

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- 3.6.1 If tax non-compliance happens during this Agreement, the Supplier shall:
- (a) tell the Authority in writing within ten (10) Working Days.
 - (b) promptly provide the Authority with details of the steps it has taken to address the non-compliance
 - (c) provide any other information the Authority reasonably needs
- 3.6.2 The Authority can end this Agreement for material Default if the Supplier doesn't:
- (a) comply with paragraph 3.6.1.
 - (b) provide details of any mitigating factors and its plans to prevent recurrence, which are acceptable to the Authority.

3.7 Charitable Contribution

- 3.7.1 The Supplier shall make the Charitable Contribution in accordance with the commitment made in the Supplier's tender submission for the supply of the Deliverables, as confirmed in the Charges Payment and Invoicing Schedule.
- 3.7.2 The Supplier shall comply with the Authority's instructions and directions regarding payment of the Charitable Contribution, including the timings and manner of the payments.
- 3.7.3 The Supplier acknowledges and agrees that its obligation to pay the Charitable Contribution shall not be impacted by any Dispute or the termination or expiry of this Agreement.

3.8 Modern Slavery

In performing its obligations under the Agreement, the Supplier shall comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force including but not limited to the Modern Slavery Act 2015.

3.9 Human Rights

The Supplier shall and shall ensure its Sub-contractors comply with all applicable labour, anti-slavery and human trafficking laws, statutes and regulations from time to time in force.

3.10 Ethical Trading

- 3.10.1 The Supplier shall comply with the Ethical Trading Initiative (ETI) (<https://www.ethicaltrade.org/>) base code.
- 3.10.2 The Supplier shall provide the Authority with full details (which shall be updated as necessary) of all Working Areas. Such details shall include the name and full postal address of each Working Area, the name and contact details of the company that owns each Working Area and the name and contact details for the individual responsible for managing each Working Area.
- 3.10.3 Prior to supplying plant and materials in relation to the provision or installation of the Goods or Services, the Supplier shall provide an initial third-party audit report no more than twelve (12) months old in relation to each Working Area. Unless the Authority otherwise agrees, the Supplier shall provide subsequent third-party audit reports in relation to each Working Area on each anniversary of the initial audit for the duration of the Term.
- 3.10.4 Each audit report shall address how the Supplier has complied with each of the nine key areas set out in the ETI base code, and such report shall be supplied at the Supplier's cost.
- 3.10.5 If, in the Authority's opinion, any remedial action is required to be undertaken by the Supplier as a result of an audit, the Authority shall agree an action plan and timeline for the remedial action with the Authority by no later than one month from the date of the

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Authority notifying the Supplier that remedial action is required. The Supplier shall comply with the agreed action plan within the agreed timeline. The Authority reserves the right to carry out such additional audits as may be necessary to monitor compliance with the action plan, such audits to be completed by a third-party auditor approved by the Authority. The Supplier shall pay the full costs of any such audits.

- 3.10.6 The Supplier shall submit an ethical sourcing action plan to the Authority for acceptance within one (1) month of the starting date. The Supplier's ethical sourcing action plan shall comply with the requirements set out in the Specification. The Authority shall be entitled to withhold fifty percent (50%) of the amount due to the Supplier under the Agreement until it has received an ethical sourcing action plan from the Supplier which complies with the requirements set out in the Specification.

3.11 Ethical Sourcing

- 3.11.1 The Supplier shall submit an ethical sourcing action plan to the Authority for acceptance within one (1) month of the starting date. The Supplier's ethical sourcing action plan shall comply with the requirements set out in the Specification.

- 3.11.2 The Authority (acting reasonably) reserves the right to audit compliance by the Supplier with its obligations under paragraph 3.11.1 at any time. If the audit report finds that the Supplier is not complying with any such obligations then, the parties may agree an action plan and timeline for remediating the breach, in which case the Supplier will comply with the agreed action plan within the agreed timeline. The Authority reserves the right to carry out such additional audits as may be necessary to monitor compliance with the action plan, such audits to be completed by a third-party auditor approved by the Authority. The Supplier shall pay the full costs of any such audits.

3.12 London Living Wage

- 3.12.1 The Supplier shall:

- (a) ensure that its Supplier Personnel and procure that the Supplier Personnel of its Sub-contractors engaged in the provision of the Deliverables:

- (i) 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

- (ii) on the Authority Premises 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 the London Living Wage;

- (b) ensure that none of:

- (i) the Supplier Personnel; nor

- (ii) the personnel of its Sub-contractors;

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

- (c) provide to the Authority such information concerning the London Living Wage as the Authority or its nominees may reasonably require from time to time, including (without limitation);

- (i) all information necessary for the Authority to confirm that the Supplier is complying with its obligations under paragraph 3.12 and

- (ii) reasonable evidence that paragraph 3.12.1 has been implemented;

- (d) disseminate on behalf of the Authority to:

- (i) the Supplier Personnel; and

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- (ii) the personnel of its Sub-contractors;

engaged in the provision of the Deliverables 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

- (e) co-operate and provide all reasonable assistance in monitoring the effect of the London Living Wage including (without limitation):
 - (i) allowing the CCSL to contact and meet with the Supplier Personnel and any trade unions representing the Supplier Personnel;
 - (ii) procuring that the Supplier's Sub-contractors allow the CCSL to contact and meet with the Sub-contractors' personnel and any trade unions representing the Sub-contractors' personnel;

in order to establish that the obligation in paragraph 3.12.1 have been complied with.

3.12.2 For the avoidance of doubt the Supplier shall:

- (a) implement the annual increase in the rate of the London Living Wage; and
- (b) procure that its Sub-contractors implement the annual increase in the rate of the London Living Wage;

on or before 1st April in the year following the publication of the increased rate of the London Living Wage.

3.12.3 The Authority reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Supplier Personnel and the personnel of its Sub-contractors.

3.12.4 Without limiting the Authority's rights under any other termination provision in this Agreement, the Supplier shall remedy any breach of the provisions of this paragraph 3.12 within four (4) weeks' notice of same from the Authority (the "**Notice Period**"). If the Supplier remains in breach of the provisions of this paragraph 3.12 following the Notice Period, the Authority may by written notice to the Supplier immediately terminate this Agreement.]

3.13 Anti-Bribery and Corruption

The Supplier will ensure that it has adequate procedures in place to ensure that it is not involved in bribery and corruption and that it does not incur liability under the Bribery Act 2010. The Authority will monitor and identify corruption and respond appropriately if corruption is uncovered. These policies will apply to the Authority and its employees and any Suppliers and Sub-contractors.

3.14 Sub-contractors

The Supplier shall procure that each of its Sub-contractors (if any) comply with obligations substantially similar to those set out in this Schedule.

3.15 Compliance

3.15.1 If and when requested to do so by the Authority at any time, the Supplier shall provide the Authority with such documents and/or permit representatives of the Authority to have such access to the Supplier's premises and personnel as the Authority may reasonably require for the purposes of verifying compliance on the part of the Supplier with its obligations under this paragraph 3.

3.15.2 During the Term, the Supplier shall on request by the Authority and as soon as reasonably practicable provide the Authority with such complete, accurate and up-to-date information as may be required by the Authority in order to monitor compliance by the Supplier and any Supplier Sub-contractor with the obligations arising on the Supplier under this paragraph 3.

4 Economic

4.1 Apprenticeships

The Supplier will offer and increase access to apprenticeships to provide investment into its workforce enabling its employees to develop the skills and behaviours they need as well as offering opportunities to those already in work.

4.2 Responsible procurement to Sub-contractors

The Supplier shall include the same responsible procurement measures contained within this schedule to encourage responsible procurement throughout their supply chains. This will ensure responsible procurement has a greater impact throughout the supply chain.

4.3 Principles of good employment practice

4.3.1 The Supplier shall, and shall procure that each Sub-contractor shall, comply with any requirement notified to it by the Authority relating to pensions in respect of any Authority Personnel to whom the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) regulations will apply on transfer as set down in:

- (a) HM Treasury's guidance, Staff Transfers from Central Government: A Fair Deal for Staff Pensions, of 1999;
- (b) HM Treasury's guidance "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or
- (c) The New Fair Deal.

4.3.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in paragraph 4.3.1 or paragraph 4.3.2 shall be agreed in accordance with the Change Control Procedure.

4.4 Electronic trade

4.4.1 The Supplier agrees that it will register and transact with the eMarketplace managed service solution or any other electronic marketplace (including Coupa) as designated by the Authority (the "**Electronic Marketplace**") in any or all of the options described at (a) to (d) below:

- (a) receive electronic requests for service quotations and free text purchase orders as emailed PDF attachments;
- (b) receive electronic request for quotations and free text purchase orders and in turn convert electronic purchase orders to electronic invoices for submission through the Electronic Marketplace;
- (c) provide electronic catalogue content of the Deliverables and associated goods and services as required by the Authority; and/or
- (d) enable a punch-out link from the Electronic Marketplace to the Supplier's online ordering portal.

4.4.2 Undertake full back office integration with the Electronic Marketplace and any Authority managed service solution in order to transact with the Authority through any of the means detailed above at 4.4.1(a) to 4.4.1(d).

4.5 Electronics Watch

4.5.1 The Supplier undertakes its business in a manner that is consistent with the Electronics Watch Code of Labour Standards (the "**Code**"), the United Nations Guiding Principles on Business and Human Rights, and Socially Responsible Trading Conditions.

4.5.2 The Supplier shall notify the Electronics Watch as soon as it becomes aware of any breach, or potential breach of the Code or this Agreement, or any actual or suspected

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modern slavery and/or forced labour and/or human trafficking related to the manufacturing process for the production of the Electronic Goods.

- 4.5.3 Within twenty five (25) Working Days of the date of the Agreement (or as soon as reasonably practicable) and free of charge, the Supplier shall, by way of a completed Disclosure Form, inform the Affiliate and Electronics Watch of:
- (a) the Factories where the Electronic Goods are produced (including their legal names and complete physical addresses);
 - (b) the specific products or components produced in each Factory (including the value of the products or components).
- 4.5.4 The Supplier shall as soon as reasonably practicable notify the Affiliate and Electronics Watch of any changes to the information provided in its Disclosure Form, of which it becomes aware.
- 4.5.5 The Supplier shall use reasonable and proportionate endeavours to disclose the compliance findings in summary or in whole (or, if available for disclosure, the audit reports) relating to the Factories conducted within the previous twenty four (24) months which it is able to discover and obtain through reasonable enquiries. These disclosures shall be made within twenty five (25) Working Days of the date of the Agreement (or as soon as reasonably practicable).
- 4.5.6 The Supplier shall make enquiries of every direct supplier every six (6) months into whether any further compliance finding (or, if available for disclosure, audit reports) relating to the Factories have been undertaken, and disclose such findings in accordance with the provisions of this paragraph.

4.6 London Anchor Institutions' Charter

- 4.6.1 The Supplier acknowledges the Authority's commitment to the London Anchor Institutions' Charter. <https://www.london.gov.uk/coronavirus/londons-recovery-coronavirus-crisis/anchor-institutions-charter> ("the Charter").
- 4.6.2 The Supplier shall wherever reasonably and practicably possible support the aims and objectives of the Charter including but not limited to:
- (a) reverse unemployment and loss of economic growth due to the Covid-19 pandemic;
 - (b) narrow social, economic and health inequalities;
 - (c) help young people to flourish with access to support and opportunities;
 - (d) support our communities, including those most impacted by the Covid-19 virus; and
 - (e) accelerate delivery of a cleaner, greener London.

5 **Environmental**

5.1 Endorsement of Cruelty Free Products

- 5.1.1 The Supplier shall only use and shall procure that each of its Sub-contractors shall only use for the purpose of this Agreement, cleaning products (including, without limitation, the ingredients of those cleaning products) which are cruelty free and have not been tested on animals and which have been certified by Cruelty Free International as not tested on animals.

5.2 Environmental Sustainability and Carbon Management

The Supplier will aim to minimise any adverse environmental effects associated with the [Goods, works and Services] it procures and will promote the positive environmental impact of these where possible. When considering the environmental impact of such [Goods, works and Services] the Authority shall not incur excessive additional costs.

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5.3 Net Zero Carbon Emissions

5.3.1 The Supplier shall fulfil their obligations under this agreement to:

- (a) achieve climate goals including net zero targets; achieve net zero or net negative emissions by 2050 or sooner, in a manner that promotes a just transition to a low carbon economy and that results in at least a 7% reduction of greenhouse gas emissions year on year;
- (b) minimise their impact on climate change by minimising the greenhouse gas emissions generated through the provision of the Deliverables and associated services and goods pursuant to this Agreement;
- (c) perform their obligations under this Agreement in a way that minimises the carbon footprint associated with the activities under this Agreement; and
- (d) avoiding the occurrence of an Adverse Climate Outcome as a result of performing the obligations in this Agreement.

5.4 Energy Efficiency

Where reasonably practicable, the Supplier will purchase energy efficient products, services and buildings in accordance with Applicable Law. The duty only applies in so far as the purchase is consistent with cost-effectiveness, economic feasibility, wider sustainability, technical suitability and sufficient completion.

5.5 Waste Electrical and Electronics Equipment (WEEE Regulations)

5.5.1 The Supplier is responsible under the WEEE Regulations for the environmentally sound disposal of EEE when it is discarded as WEEE.

5.5.2 All other relevant environmental legislation must also be followed.

5.6 Fleet Operator Recognition Scheme (FORS) Accreditation

5.6.1 Where the Supplier operates Delivery and Servicing Vehicles to provide the Deliverables , it shall within 90 days of the Commencement Date:

- (a) (unless already registered) register for FORS or a scheme, which in the reasonable opinion of the Authority, is an acceptable substitute to FORS (the "Alternative Scheme"); and
- (b) (unless already accredited) have attained the standard of Silver Accreditation (or higher) or the equivalent within the Alternative Scheme and shall maintain the standard of Silver Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent audit in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme. Alternatively, where the Supplier has attained Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

5.7 Safety Features on HGVs

The Supplier shall ensure that every HGV, which it uses to provide the Deliverables, shall be fitted with safety features consistent with the FORS Silver Accreditation.

5.8 Construction Logistics and Community Safety (CLOCS)

5.8.1 Where applicable, for works contracts exceeding a value of £1,000,000.00:

- (a) the Supplier shall comply with the CLOCS Standard
- (b) the Supplier shall ensure that the conditions at all sites and locations where:
 - (i) the Deliverables are being delivered, or

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- (ii) in connection with the performance of the Deliverables, any waste is being disposed of or supplies are being delivered to or from,

are appropriate for each Category N3 HGV being used in the provision of the Deliverables.

5.9 Direct Vision Standard (DVS)

5.9.1 Where applicable, for contracts exceeding a value of £1,000,000.00 where the duration will exceed 12 months and a significant amount of the work will be conducted within the GLA boundaries:

- (a) the Supplier shall comply with the DVS Schedule attached to this Agreement.
- (b) the Supplier shall ensure that all Category N3 HGVs used in the provision of the Deliverables achieve a minimum of a one (1) star Direct Vision Standard rating;
- (c) the Supplier shall ensure that, from and including 26 October 2023 all Category N3 HGVs used in the provision of the Deliverables achieve a minimum of three (3) star Direct Vision Standard rating.

5.10 Driver Training

Where the Supplier operates Delivery and Servicing Vehicles to provide the Deliverables the Supplier shall ensure that each of its Drivers attend the Approved Progressive Training throughout the Term of the Agreement.

5.11 Collision Reporting

Where the Supplier operates Delivery and Servicing Vehicles to deliver the Agreement, the Supplier shall within 15 days of the Commencement Date, provide to the Authority a Collision Report. The Supplier shall provide to the Authority an updated Collision Report within five working days of a written request from the Authority at any time.

5.12 Non-Road Mobile Machinery (NRMM)

5.12.1 Where applicable when using NRMM, each party shall comply with the Non-Road Mobile Machinery (Type-Approval and Emission of Gaseous and Particulate Pollutants) Regulations 2018/764 and any other regulations applicable to NRMM. Each party shall ensure the NRMM meets the minimum required emission stage for each activity carried out and that all in-scope machinery is registered correctly.

5.12.2 Examples of NRMM include: excavators, dumpers, piling rigs, generators, mobile cranes, MEWPs, static pumps, compressors, crushers, telehandlers (list is non-exhaustive) and these would more typically be found in construction contracts.

6 **Implementation**

To ensure successful implementation of this schedule the Authority may develop a proportionate action plan for each agreement including relevant targets and Key Performance Indicators (KPIs) which will allow for monitoring of the performance of the principles in this schedule.

7 **National Policy Procurement Statement**

The Supplier will provide reasonable assistance to the Authority as reasonably requested by the Authority to assist the Authority to meet the objectives of the National Policy Procurement Statement, as amended from time to time.

Schedule 6 - Implementation Plan and Testing

Part A - Implementation

1. Definitions

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

"Delay"	(a) a delay in the Achievement of a Milestone by its Milestone Date; or (b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
"Deliverable Item"	an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan;
"Implementation Period"	has the meaning given to it in Paragraph 7 of this Part A; and
"Milestone Payment"	a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone.

2. Agreeing and following the Implementation Plan

2.1 A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan 30 days before the Go Live date.

2.2 The draft Implementation Plan:

2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Authority may otherwise require; and

2.2.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.

2.3 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

2.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.

2.5 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Authority on such performance.

3. Reviewing and changing the Implementation Plan

3.1 Subject to Paragraph 3.2 of this Part A, the Supplier shall keep the Implementation Plan under review in accordance with the Authority's instructions and ensure that it is updated on a regular basis.

3.2 The Authority shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.

3.3 Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.

3.4 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a Material Default.

4. Security requirements before the Start Date

- 4.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Start Date. The Supplier shall ensure that this is reflected in the Implementation Plan.
- 4.2 The Supplier shall ensure that all Supplier Staff do not access the Authority's IT systems, or any IT systems linked to the Authority, unless they have satisfied the Authority's security requirements.
- 4.3 The Supplier shall be responsible for providing all necessary information to the Authority to facilitate security clearances for Supplier Staff in accordance with the Authority's requirements.
- 4.4 The Supplier shall provide the names of all Supplier Staff and inform the Authority of any alterations and additions as they take place throughout the Contract Period.
- 4.5 The Supplier shall ensure that all Supplier Staff requiring access to the Authority Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior Approval has been received, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.
- 4.6 If a property requires Supplier Staff to be accompanied by the Authority's Authorised Representative, the Authority must be given reasonable notice of such a requirement, except in the case of emergency access.

5. What to do if there is a Delay

- 5.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
 - 5.1.1 notify the Authority as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
 - 5.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;
 - 5.1.3 comply with the Authority's instructions in order to address the impact of the Delay or anticipated Delay; and
 - 5.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

6. Compensation for a Delay

- 6.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Authority such Delay Payments (calculated as set out by the Authority in the Implementation Plan) and the following provisions shall apply:
 - 6.1.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Authority as a result of the Supplier's failure to Achieve the corresponding Milestone;
 - 6.1.2 Delay Payments shall be the Authority's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:
 - (a) the Authority is also entitled to or does terminate this Contract pursuant to Clause 18.4 (*When the Authority can end the contract*); or
 - (b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;
 - 6.1.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the earlier of (i) the date when the Milestone is Achieved and (ii) the end of the Delay Period Limit];
 - 6.1.4 no payment or other act or omission of the Authority shall in any way affect the rights of the Authority to recover the Delay Payments or be deemed to be a waiver of the right of the Authority to recover any such damages; and

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- 6.1.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 19 (*How much you can be held responsible for*).

7. Implementation Plan

- 7.1 The Implementation Period will be a three (3) Month period from Commencement date.
- 7.2 During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Start Date or as otherwise formally agreed with the Authority. The Supplier's full-service obligations shall formally be assumed on the Start Date as set out in Award Form.
- 7.3 In accordance with the Implementation Plan, the Supplier shall:
- 7.3.1 work cooperatively and in partnership with the Authority and incumbent supplier, where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
 - 7.3.2 work with the incumbent supplier and Authority to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
 - 7.3.3 liaise with the incumbent supplier to enable the full completion of the Implementation Period activities; and
 - 7.3.4 produce an Implementation Plan, to be agreed by the Authority, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.
- 7.4 The Implementation Plan will include detail stating:
- 7.4.1 how the Supplier will work with the incumbent supplier and the Authority Authorised Representative to capture and load up information such as asset data; and
 - 7.4.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Authority, including the frequency, responsibility for and nature of communication with the Authority and end users of the Services.
- 7.5 In addition, the Supplier shall:
- 7.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Authority;
 - 7.5.2 mobilise all the Services specified in the Specification within this Contract;
 - 7.5.3 produce an Implementation Plan report for each Authority Premises to encompass programmes that will fulfil all the Authority's obligations to landlords and other tenants:
 - (a) the format of reports and programmes shall be in accordance with the Authority's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to Approval; and
 - (b) the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Authority, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
 - 7.5.4 manage and report progress against the Implementation Plan during weekly meeting from Commencement Date to Go Live date;
 - 7.5.5 construct and maintain an Implementation risk and issue register in conjunction with the Authority detailing how risks and issues will be effectively communicated to the Authority in order to mitigate them;
 - 7.5.6 attend progress meetings (frequency of such meetings shall be as set out in the Award Form) in accordance with the Authority's requirements during the Implementation Period.

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Implementation meetings shall be chaired by the Authority and all meeting minutes shall be kept and published by the Supplier; and

- 7.5.7 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent supplier and the Supplier.

Annex 1: Implementation Plan

To me inserted post contract award

Part B – Testing **[NOT IN USE]**

1. Definitions

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

"Component"	any constituent parts of the Deliverables;
"Material Test Issue"	a Test Issue of Severity Level 1 or Severity Level 2;
"Satisfaction Certificate"	a certificate materially in the form of the document contained in Annex 2 issued by the Authority when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;
"Severity Level"	the level of severity of a Test Issue, the criteria for which are described in Annex 1;
"Test Issue Management Log"	a log for the recording of Test Issues as described further in Paragraph 8 of this Part B of this Schedule;
"Test Issue Threshold"	in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
"Test Reports"	the reports to be produced by the Supplier setting out the results of Tests;
"Test Specification"	the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.1 of this Schedule;
"Test Strategy"	a strategy for the conduct of Testing as described further in Paragraph 3.1 of this Part B of this Schedule;
"Test Success Criteria"	in relation to a Test, the test success criteria for that Test as referred to in Paragraph Error! Reference source not found. of this Part B of the Schedule;
"Test Witness"	any person appointed by the Authority pursuant to Paragraph 9 of this Part B of this Schedule; and
"Testing Procedures"	the applicable testing procedures and Test Success Criteria set out in this Schedule.

2. How testing should work **[NOT IN USE]**

- 2.1. All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.
- 2.2. The Supplier shall not submit any Deliverable for Testing:
 - 2.2.1. unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;

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- 2.2.2. until the Authority has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and
- 2.2.3. until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).

2.3. The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.

2.4. Prior to the issue of a Satisfaction Certificate, the Authority shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

3. Planning for testing [NOT IN USE]

3.1. The Supplier shall develop the final Test Strategy as soon as practicable after the Effective Date but in any case, no later than twenty (20) Working Days after the Effective Date.

3.2. The final Test Strategy shall include:

- 3.2.1. an overview of how Testing will be conducted in relation to the Implementation Plan;
- 3.2.2. the process to be used to capture and record Test results and the categorisation of Test Issues;
- 3.2.3. the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;
- 3.2.4. the procedure to be followed to sign off each Test;
- 3.2.5. the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;
- 3.2.6. the names and contact details of the Authority and the Supplier's Test representatives;
- 3.2.7. a high level identification of the resources required for Testing including Authority and/or third party involvement in the conduct of the Tests;
- 3.2.8. the technical environments required to support the Tests; and
- 3.2.9. the procedure for managing the configuration of the Test environments.

4. Preparing for Testing [NOT IN USE]

4.1. The Supplier shall develop Test Plans for the relevant Testing as specified in the Implementation Plan and submit these for Approval as soon as practicable but in any case, no later than twenty (20) Working Days prior to the date of the relevant Test.

4.2. Each Test Plan shall include as a minimum:

- 4.2.1. the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied; and
- 4.2.2. a detailed procedure for the Tests to be carried out.

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- 4.3. Each Test Plan shall include as a minimum:
- 4.4. The Authority shall not unreasonably withhold or delay its Approval of the Test Plan provided that the Supplier shall implement any reasonable requirements of the Authority in the Test Plan.
5. **Passing Testing [NOT IN USE]**
 - 5.1. The Test Success Criteria for all Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph 4 of this Part B.
6. **How Deliverables will be tested [NOT IN USE]**
 - 6.1. Following Approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 10 Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).
 - 6.2. Each Test Specification shall include as a minimum:
 - 6.2.1. the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Authority and the extent to which it is equivalent to live operational data;
 - 6.2.2. a plan to make the resources available for Testing;
 - 6.2.3. Test scripts;
 - 6.2.4. Test pre-requisites and the mechanism for measuring them; and
 - 6.2.5. expected Test results, including:
 - 6.2.5.1. a mechanism to be used to capture and record Test results; and
 - 6.2.5.2. a method to process the Test results to establish their content.
7. **Performing the tests [NOT IN USE]**
 - 7.1. Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.
 - 7.2. The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.2 of this Part B.
 - 7.3. The Supplier shall notify the Authority at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Authority shall ensure that the Test Witnesses attend the Tests.
 - 7.4. The Authority may raise and close Test Issues during the Test witnessing process.
 - 7.5. The Supplier shall provide to the Authority in relation to each Test:
 - 7.5.1. a draft Test Report not less than 2 Working Days prior to the date on which the Test is planned to end; and
 - 7.5.2. the final Test Report within 5 Working Days of completion of Testing.
 - 7.6. Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
 - 7.6.1. an overview of the Testing conducted;
 - 7.6.2. identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;

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- 7.6.3. the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
- 7.6.4. the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1 of this Part B; and
- 7.6.5. the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 7.7. When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.
- 7.8. Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Authority shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
- 7.9. If the Supplier successfully completes the requisite Tests, the Authority shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.
- 8. Discovering Problems [NOT IN USE]**
 - 8.1. Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.
 - 8.2. The Supplier shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to the Authority upon request.
 - 8.3. The Authority shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure.
- 9. Test witnessing [NOT IN USE]**
 - 9.1. The Authority may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Authority, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
 - 9.2. The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
 - 9.3. The Test Witnesses:
 - 9.3.1. shall actively review the Test documentation;
 - 9.3.2. will attend and engage in the performance of the Tests on behalf of the Authority so as to enable the Authority to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
 - 9.3.3. shall not be involved in the execution of any Test;
 - 9.3.4. shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
 - 9.3.5. may produce and deliver their own, independent reports on Testing, which may be used by the Authority to assess whether the Tests have been Achieved;

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- 9.3.6. may raise Test Issues on the Test Issue Management Log in respect of any Testing; and

may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

10. Auditing the quality of the test [NOT IN USE]

- 10.1. The Authority or an agent or contractor appointed by the Authority may perform on-going quality audits in respect of any part of the Testing (each a "Testing Quality Audit") subject to the provisions set out in the agreed Quality Plan.
- 10.2. The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 10.3. The Authority will give the Supplier at least 5 Working Days' written notice of the Authority's intention to undertake a Testing Quality Audit.
- 10.4. The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Authority to enable it to carry out the Testing Quality Audit.
- 10.5. If the Testing Quality Audit gives the Authority concern in respect of the Testing Procedures or any Test, the Authority shall prepare a written report for the Supplier detailing its concerns and the Supplier shall, within a reasonable timeframe, respond in writing to the Authority's report.
- 10.6. In the event of an inadequate response to the written report from the Supplier, the Authority (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Authority.

11. Outcome of the testing [NOT IN USE]

- 11.1. The Authority will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 11.2. If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Authority shall notify the Supplier and:
- 11.2.1. the Authority may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;
 - 11.2.2. the Authority may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
 - 11.2.3. where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Authority's other rights and remedies, such failure shall constitute a Material Default.
- 11.3. The Authority shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.
- 11.4. The Authority shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
- 11.4.1. the issuing by the Authority of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
 - 11.4.2. performance by the Supplier to the reasonable satisfaction of the Authority of any other tasks identified in the Implementation Plan as associated with that Milestone.

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- 11.5. The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 8 (Pricing and payments).
- 11.6. If a Milestone is not Achieved, the Authority shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.
- 11.7. If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Authority shall issue a Satisfaction Certificate.
- 11.8. If there is one or more Material Test Issue(s), the Authority shall refuse to issue a Satisfaction Certificate and, without prejudice to the Authority's other rights and remedies, such failure shall constitute a Material Default.
- 11.9. If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Authority may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
 - 11.10. any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Authority agrees otherwise (in which case the Supplier shall submit a Rectification Plan for Approval within 10 Working Days of receipt of the Authority's report pursuant to Paragraph 10.4 of this Part B); and
 - 11.11. where the Authority issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.
12. **Risk [NOT IN USE]**
 - 12.1. The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:
 - 12.1.1. operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Authority's requirements for that Deliverable or Milestone; or
 - 12.1.2. affect the Authority's right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.

Annex 1: Test Issues – Severity Levels [NOT IN USE]

Annex 2: Satisfaction Certificate [NOT IN USE]

Schedule 7 - Installation Works

1. When this Schedule should be used

- 1.1. This Schedule is designed to provide additional provisions necessary to facilitate the provision Deliverables requiring installation by the Supplier.

2. How things must be installed

- 2.1. Where the Supplier reasonably believes, it has completed the Installation Works it shall notify the Authority in writing. Following receipt of such notice, the Authority shall inspect the Installation Works and shall, by giving written notice to the Supplier:

2.1.1. accept the Installation Works, or

2.1.2. reject the Installation Works and provide reasons to the Supplier if, in the Authority's reasonable opinion, the Installation Works do not meet the requirements set out in the Award Form (or elsewhere in this Contract).

- 2.2. If the Authority rejects the Installation Works in accordance with Paragraph 2.1.2, the Supplier shall immediately rectify or remedy any defects and if, in the Authority's reasonable opinion, the Installation Works do not, within five (5) Working Days of such rectification or remedy, meet the requirements set out in the Award Form (or elsewhere in this Contract), the Authority may terminate this Contract for material Default.

- 2.3. The Installation Works shall be deemed to be completed when the Supplier receives a notice issued by the Authority in accordance with Paragraph 2 Notwithstanding the acceptance of any Installation Works in accordance with Paragraph 2.2), the Supplier shall remain solely responsible for ensuring that the Goods and the Installation Works conform to the specification in the Award Form (or elsewhere in this Contract). No rights of estoppel or waiver shall arise as a result of the acceptance by the Authority of the Installation Works.

- 2.4. Throughout the Contract Period, the Supplier shall have at all times all licences, approvals and consents necessary to enable the Supplier and the Supplier Staff to carry out the Installation Works.

Schedule 8 - Performance Levels

1. Definitions

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

"Critical KPI Failure"	has the meaning given to it in the Award Form;
"KPI Failure"	a failure to meet the KPI Performance Measure in respect of a Key Performance Indicator;
"KPI Performance Measure"	shall be as set out against the relevant Key Performance Indicator in the Annex to Part A of this Schedule;
"KPI Threshold"	shall be as set out against the relevant Key Performance Indicator in the Annex to Part A of this Schedule;
"Measurement Period"	in relation to a Key Performance Indicator, the period over which the Supplier's performance is measured as set out against the relevant Key Performance Indicator in the Annex to Part A of this Schedule;
"Performance Monitoring Reports"	has the meaning given in Paragraph 1.2 of Part B of this Schedule;
"Performance Review Meetings"	has the meaning given in Paragraph 1.3 of Part B of this Schedule;
"Service Credits"	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Authority in respect of any failure by the Supplier to meet one or more Key Performance Indicators; and
"Service Credit Cap"	has the meaning given to it in the Award Form.

2. What happens if you don't meet the Key Performance Indicators

2.1. The Supplier shall at all times provide the Deliverables to meet or exceed the KPI Performance Measure for each Key Performance Indicator.

2.2. The Supplier acknowledges that any KPI Failure shall entitle the Authority to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Authority as a result of the Supplier's failure to meet any KPI Performance Measure.

2.3. The Supplier shall send Performance Monitoring Reports to the Authority detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule to enable the Authority to assess the Supplier's performance against each Key Performance Indicator in each Measurement Period.

2.4. A Service Credit shall be the Authority's exclusive financial remedy for a KPI Failure except where:

2.4.1. the Supplier has over the previous twelve (12) Month period exceeded the Service Credit Cap; and/or

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2.4.2. the KPI Failure:

- a. exceeds the relevant KPI Threshold;
- b. has arisen due to a wilful Default by the Supplier;
- c. results in the Authority being required to make a compensation payment to one or more third parties; and/or
- d. the Authority is also entitled to or does terminate this Contract pursuant to Clause 18.4 of the Core Terms (*When the Authority can end the contract*).

3. Critical KPI Failure

On the occurrence of a Critical KPI Failure:

- 3.1. any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 3.2. the Authority shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical KPI Failure**"),

provided that the operation of this Paragraph 3 shall be without prejudice to the right of the Authority to terminate this Contract and/or to claim damages from the Supplier for Material Default.

Part A: Key Performance Indicators and Service Credits

1. Key Performance Indicators

If the level of performance of the Supplier:

- 1.1. is likely to or fails to meet any KPI Performance Measure; or
- 1.2. is likely to cause or causes a Critical KPI Failure to occur,

the Supplier shall immediately notify the Authority in writing and the Authority, in its absolute discretion and without limiting any other of its rights, may:

- 1.2.1. require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Authority and to rectify or prevent a KPI Failure or Critical KPI Failure from taking place or recurring;
- 1.2.2. instruct the Supplier to comply with the Rectification Plan Process;
- 1.2.3. if a KPI Failure has occurred, deduct the applicable Service Credits payable by the Supplier to the Authority; and/or
- 1.2.4. if a Critical KPI Failure has occurred, exercise its right to Compensation for Critical KPI Failure (including the right to terminate for Material Default and the consequences of termination in Clause 18.5.1 shall apply).

2. Service Credits

- 2.1. The Authority shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
- 2.2. Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

Annex A: Key Performance Indicators to this contract

No	Performance Metric	Definition	Required Standard of Performance and Performance Threshold	KPI Measurement	Service Credits Calculation or Rectification plan										
KPI-1	Monthly Management Information (MI)	This KPI is to measure the accuracy and timeliness of MI submissions by the awarded Supplier.	<p>The Supplier must submit accurate MI by the 7th day of the month or the next working day.</p> <p>Service credits will apply independently for accuracy and timeliness of submission where the performance threshold of 100% is not met.</p> <p>The awarded supplier must clearly identify and highlight areas of risk to contractual obligations.</p>	<p>When accuracy falls under the performance threshold of 100%, a 5% Service Credit will be levied based on invoice value.</p> <p>For late submission of MI, the percentage of Service Credits will increase with the number of days late</p>	<p>Unless a late submission is agreed by the MPS beforehand, late submissions of Monthly MI reporting will be addressed immediately. Each monthly report received later than the 7th day or next working day of every new calendar month will incur a Service Credit as shown in the table below. The awarded Supplier will only incur one service credit per late submission.</p> <p>Late Submission for MI:</p> <table border="1" data-bbox="1518 595 1890 807"> <thead> <tr> <th>Days:</th> <th>Percentage:</th> </tr> </thead> <tbody> <tr> <td>1 – 3 days</td> <td>1%</td> </tr> <tr> <td>4 – 6 days</td> <td>2%</td> </tr> <tr> <td>7 – 10 days</td> <td>3%</td> </tr> <tr> <td>10+ days</td> <td>5%</td> </tr> </tbody> </table> <p>For example, where invoice value is £500:</p> <ul style="list-style-type: none"> MI data was inaccurate - 5% service credits applied (£25) MI data was both inaccurate and submitted 5 days later than submission date - 5% service credits for inaccurate data and 2% service credits for late submission. <p>For example:</p> <ul style="list-style-type: none"> Invoice value £500, MI data was both inaccurate and submitted 5 days later than submission date. Inaccurate data: 5% (£25) + 5-day late submission: 2% (£10) Total service credits (£35) <p>£35 credited to MPS on next invoice submitted.</p> <p>The awarded Supplier will provide a Rectification Plan to the MPS if there are 2 or more KPI failures that breach the performance threshold within a rolling 3 months.</p>	Days:	Percentage:	1 – 3 days	1%	4 – 6 days	2%	7 – 10 days	3%	10+ days	5%
Days:	Percentage:														
1 – 3 days	1%														
4 – 6 days	2%														
7 – 10 days	3%														
10+ days	5%														

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<p><u>KPI-2</u></p>	<p>Invoice accuracy & timely submissions</p>	<p>This KPI is to track the accuracy and timeliness of invoice submissions by the awarded Supplier.</p>	<p>The Supplier must submit accurate invoices by the 7th day of the month or next working day.</p> <p>Service credits will apply independently for accuracy and timeliness of submission where the performance threshold of 100% is not met.</p>	<p>When accuracy falls under the performance threshold, a 5% Service Credit will be levied based on invoice value.</p> <p>For late submission of invoice, the percentage of Service Credits will increase with the number of days late</p>	<p>Monthly review of Invoice data from the awarded Supplier cross referenced with number/cost of waste collections. A 5% Service Credit will apply if any line item is inaccurate on an, and a further service credit (see example below) will also apply if the invoice is submitted late. The service credits applied will be deducted from total invoice value.</p> <p>Late Submission for Invoice:</p> <table border="1" data-bbox="1518 405 1890 619"> <thead> <tr> <th>Days:</th> <th>Percentage:</th> </tr> </thead> <tbody> <tr> <td>1 – 3 days</td> <td>1%</td> </tr> <tr> <td>4 – 6 days</td> <td>2%</td> </tr> <tr> <td>7 – 10 days</td> <td>3%</td> </tr> <tr> <td>10+ days</td> <td>5%</td> </tr> </tbody> </table> <p>For example, where invoice value is £500:</p> <ul style="list-style-type: none"> • Invoice was inaccurate - 5% service credits applied (£25) • Invoice was both inaccurate and submitted 7 days later than submission date - 5% service credits for inaccurate invoice and 3% service credits for late submission. <p>For example:</p> <ul style="list-style-type: none"> • Invoice value £500, Invoice was both inaccurate and submitted 7 days later than submission date. • Inaccurate data: 5% (£25) + • 7-day late submission: 3% (£15) • Total service credits (£40) <p>£40 credited to MPS on next invoice submitted.</p> <p>The awarded Supplier will provide a Rectification Plan to the MPS if there are 2 or more KPI failures that breach the performance threshold within a rolling 3 months.</p>	Days:	Percentage:	1 – 3 days	1%	4 – 6 days	2%	7 – 10 days	3%	10+ days	5%
Days:	Percentage:														
1 – 3 days	1%														
4 – 6 days	2%														
7 – 10 days	3%														
10+ days	5%														
<p><u>KPI-3</u></p>	<p>Complaint Handling</p>	<p>This KPI is to monitor timeliness of response to complaints to the supplier</p>	<p>Review of any complaints received from the MPS in relation to services.</p>	<p>Date drawn from the awarded Supplier's monthly MI submission.</p> <p>100% acknowledged within 24 hours – failure</p>	<p>100% of complaints must be acknowledged by the Supplier in a written form within 24 hours, and a resolution for the complaint should be agreed with the MPS within 3 working days.</p> <p>Complaint resolution days late:</p> <table border="1" data-bbox="1518 1378 1890 1420"> <thead> <tr> <th>Days:</th> <th>Percentage:</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Days:	Percentage:								
Days:	Percentage:														

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				<p>will incur a 5% Service Credit will be levied based on the current months invoice value.</p> <p>Complaint resolved within 3 working days For late resolutions of the complaint, the percentage of Service Credits will increase with the number of days late</p>	<table border="1"> <tr> <td>1 – 3 days</td> <td>1%</td> </tr> <tr> <td>4 – 6 days</td> <td>2%</td> </tr> <tr> <td>7 – 10 days</td> <td>3%</td> </tr> <tr> <td>10+ days</td> <td>5%</td> </tr> </table> <p>For example, where invoice value is £500:</p> <ul style="list-style-type: none"> Complaint was not acknowledged within 24 hours - 5% service credits applied (£25) Complaint has not been acknowledged or resolved within 6 days - 5% service credits for inaccurate invoice and 2% service credits for late submission. <p>For example:</p> <ul style="list-style-type: none"> Invoice value £500, complaint not acknowledged and resolved 6 days late. Inaccurate data: 5% (£25) + 6-day late submission: 2% (£10) Total service credits (£35) <p>£35 credited to MPS on next invoice submitted.</p> <p>Three late complaint communications will result in the implementation of a Service Improvement Plan, where MPS authorise a later date (in writing), this will not apply.</p>	1 – 3 days	1%	4 – 6 days	2%	7 – 10 days	3%	10+ days	5%
1 – 3 days	1%												
4 – 6 days	2%												
7 – 10 days	3%												
10+ days	5%												
<u>KPI-4</u>	Timeliness of Collection & Delivery	<p>This KPI is to track the number of POs that are not delivered at the agreed date and time by the awarded Supplier.</p> <p>Once an order has been processed, the awarded Supplier shall provide the MPS with an order confirmation, including delivery</p>	<p>The awarded Supplier must meet the performance threshold of 100%.</p> <p>Service credits will apply where the performance threshold is not met (100%).</p>	<p>Data drawn from the awarded Supplier's monthly MI submission, POs and customer feedback, will be used to determine the number of late deliveries to the MPS.</p> <p>When POs are not delivered at the agreed date and time, a 5% service credit will be levied against each PO that was not delivered</p>	<p>Monthly review of MI data from the awarded Supplier detailing delivery targets.</p> <p>Service Credit = 5% cost of PO that is not delivered on the agreed date and time.</p> <p>For example:</p> <ul style="list-style-type: none"> The MPS placed a PO on 12/11/2025 at 09:12 for a total value of £1000. The awarded supplier confirmed the order, and informed delivery would occur on 13/11/2025 by 16:00. The delivery occurred on 15/11/2025 at 11:00, therefore the delivery was 2 days late. 5% (service credits) of £1000 (total PO value) = £50 								

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		date and time window.		on the agreed date and time.	<p>£50 credited to MPS on next invoice submitted.</p> <p>The awarded Supplier will provide a Rectification Plan to the MPS if there are 2 or more KPI failures that breach the performance threshold within a rolling 3 months.</p>
KPI-5	Machine faults and repairs	This KPI is to track the timeliness of fault and equipment repairs.	<p>The awarded Supplier will ensure machine faults & repairs are completed within the agreed timescale and to a satisfactory level.</p> <p>Attend and rectify these faults within 48 hours (excluding weekend and bank holidays) of being reported to the awarded Supplier, unless an extension period is agreed with the relevant Workshop Lead on a case-by-case basis.</p> <p>All faults and repairs to be reported within monthly MI data submission.</p>	<p>Data drawn from awarded Supplier's monthly MI submission.</p> <p>When faults/repairs are not completed within 48 hours (unless an extension period is agreed), a 10% service credit will be levied against each PO.</p>	<p>100% of machine repairs shall be carried out within 48 hours (excluding weekend and bank holidays) of it being reported.</p> <p>For example:</p> <ul style="list-style-type: none"> • The MPS report a fault with equipment at 11:45 on 12/11/2025 • The awarded supplier confirm that they will attend at 09:00 on 14/11/2025 • The supplier arrives at 10:30 on 15/11/2025, therefore arrival is after the 48 hour attendance time required. • The monthly spend is £2000. 10% of £2000 = £200 <p>£200 credited to MPS on next invoice submitted.</p> <p>Where MPS authorise a later date (in writing), this will not apply.</p> <p>The awarded Supplier will provide a Rectification Plan to the MPS if there are 2 or more KPI failures that breach the performance threshold within a rolling 3 months</p>

Part B: Performance Monitoring

1. Performance Monitoring and Performance Review

- 1.1. Within twenty (20) Working Days of the Effective Date the Supplier shall provide the Authority with details of how the process in respect of the monitoring and reporting of Key Performance Indicators will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 1.2. The Supplier shall provide the Authority with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process agreed pursuant to Paragraph 1 of Part B of this Schedule and with such frequency as shall be agreed between the Parties pursuant to Paragraph 1.1 to enable the Authority to assess the Supplier's performance against each Key Performance Indicator in each Measurement Period. The Performance Monitoring Reports shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 1.2.1. for each Key Performance Indicator, the actual performance achieved against the KPI Performance Measure for the relevant Service Period and, where a Measurement Period has ended in the period covered by the Performance Monitoring Report, the most recently ended Measurement Period;
 - 1.2.2. a summary of all failures to achieve Key Performance Indicators that occurred during that Service Period;
 - 1.2.3. details of any Critical KPI Failures;
 - 1.2.4. for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 1.2.5. the Service Credits to be applied in respect of the relevant period indicating the failures and Key Performance Indicators to which the Service Credits relate; and
 - 1.2.6. such other details as the Authority may reasonably require from time to time.
- 1.3. The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Authority of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - 1.3.1. take place within an agreed time of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Authority shall reasonably require;
 - 1.3.2. be attended by the Supplier's Representative and the Authority's Representative; and
 - 1.3.3. be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Authority's Representative and any other recipients agreed at the relevant meeting.
- 1.4. The minutes of the preceding Month's Performance Review Meeting will be agreed by both the Supplier's Representative and the Authority's Representative at each meeting.
- 1.5. The Supplier shall provide to the Authority such documentation as the Authority may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.
- 1.6. The relevant table in the Annex to Part A of this Schedule describes how the levels of performance under the KPI Performance Measures will be mapped to the performance ratings prescribed under regulation 38(5) of the Procurement Regulations 2024. The mapping set out in that table will be applied by the Authority when publishing relevant Transparency Information relating to the Performance Indicators and/or the Supplier's performance against the relevant KPIs pursuant to Section 52(3) and/or Section 71(2) of the Procurement Act 2023 and the associated Regulations.
- 1.7. The Supplier acknowledges and agrees that, each time the Authority conducts an assessment of the Supplier's performance against a Key Performance Indicator, the Authority may publish information as required by Law in relation to that assessment.

2. Satisfaction Surveys

The Authority may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Authority shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

Schedule 9 - Continuous Improvement

1 Supplier's obligations

- 1.1 The Supplier shall have an on-going obligation throughout the Term of this Contract to identify new or potential improvements to the supply of the Deliverables in accordance with this Schedule with a view to reducing the Authority's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables to the Authority. As part of this obligation the Supplier shall identify and report to the Authority once every twelve (12) months regarding:
- 1.1.1 the emergence of new and evolving relevant technologies which could improve the provision of the Services and development, manufacturing, distribution or supply or the Goods, and those technological advances potentially available to the Supplier and the Authority which the parties may wish to adopt;
 - 1.1.2 new or potential improvements to the Goods and/or the provision of the Services including in respect of the quality, responsiveness, procedures, benchmarking methods, ways of supplying the Goods and/or performing the Services and customer support services in relation to the Deliverables;
 - 1.1.3 changes in business processes and working practices that would enable the Deliverables to be provided at lower cost and/or with greater benefits to the Authority;
 - 1.1.4 changes to the ICT environment, business processes and working practices that would enable reductions in the total energy consumed in the provision of the Deliverables ;
 - 1.1.5 improvements which the Supplier uses or is planning to use with its other customers;
 - 1.1.6 proposals as to how any investment required for continuous improvement could be shared with other customers of the Supplier;
 - 1.1.7 a zero usage report for the delivered Deliverables;
 - 1.1.8 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Authority in meeting their sustainability objectives; and
 - 1.1.9 any Change in Charges and cost / benefit analysis of the potential improvements identified subject to this Schedule.
- 1.2 The Supplier shall ensure that the information that it provides to the Authority shall be sufficient for the Authority to decide whether any improvement should be implemented. The Supplier shall provide any further information that the Authority requests.
- 1.3 If the Authority wishes to incorporate any improvement identified by the Supplier, including any impact on the Charges declared by the Supplier as part of that improvement, the Authority shall request a Change in accordance with clause 36 (*Contract Change*).
- 1.4 Notwithstanding anything to the contrary in this Agreement, the parties may not change or improve the Deliverables in any way which adversely affects or may adversely affect any relevant Authority Standards or processes.
- 2. Gain share**
- 2.1 The Supplier shall in good faith work with the Authority to increase the cost efficiency of the Deliverables. Any savings achieved through implementation of any continuous improvements measures undertaken in accordance with Paragraph 1 shall be shared equally between the Supplier and the Authority.
- 2.2 Prior to any implementation of any such gain share under Paragraph 2.1 the parties shall:
- 2.2.1 agree on how to account for any savings achieved by the continuous improvement measures;

2.2.2 work together to implement any such gain share for the mutual benefit of the parties.

Schedule 10 - Business Continuity

1. Definitions

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

"BCDR Plan"	has the meaning given to it in Paragraph 2 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.2.2 of this Schedule;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.2.3 of this Schedule;
"Related Supplier"	any person who provides Deliverables to the Authority which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.2 of this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.2 of this Schedule.

2. BCDR Plan

2.1 Within forty (40) Working Days of the Effective Date the Supplier shall prepare and deliver to the Authority for the Authority's written approval a plan (a "BCDR Plan"), which shall detail the processes and arrangements that the Supplier shall follow to:

- 2.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
- 2.1.2 the recovery of the Deliverables in the event of a Disaster.

2.2 The BCDR Plan shall be divided into three sections:

- 2.2.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
- 2.2.2 Section 2 which shall relate to business continuity (the "Business Continuity Plan"); and
- 2.2.3 Section 3 which shall relate to disaster recovery (the "Disaster Recovery Plan").

2.3 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

3. General Principles of the BCDR Plan (Section 1)

3.1 Section 1 of the BCDR Plan shall:

- 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
- 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Authority by a Related Supplier;
- 3.1.3 contain an obligation upon the Supplier to liaise with the Authority and any Related Suppliers with respect to business continuity and disaster recovery;
- 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Authority and any of its other Related Supplier in each case as notified to the Supplier by the Authority from time to time;

- 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
 - 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - (c) identification of risks arising from an Insolvency Event of the Supplier, any Key Subcontractors and/or Supplier Group member;
 - (d) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - (e) a business impact analysis of different anticipated failures or disruptions;
 - 3.1.7 provide for documentation of processes, including business processes, and procedures;
 - 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Authority;
 - 3.1.9 identify the procedures for reverting to "**normal service**";
 - 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
 - 3.1.11 identify the responsibilities (if any) that the Authority has agreed it will assume in the event of the invocation of the BCDR Plan; and
 - 3.1.12 provide for the provision of technical assistance to key contacts at the Authority as required by the Authority to inform decisions in support of the Authority's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
- 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force;
 - 3.2.4 it details a process for the management of disaster recovery testing.

4. Business Continuity (Section 2)

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
- 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
 - 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
- 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
 - 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
 - 4.2.3 specify any applicable Key Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Key Performance Indicators in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
 - 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Authority supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 5.2.1 loss of access to the Authority Premises;
 - 5.2.2 loss of utilities to the Authority Premises;
 - 5.2.3 loss of the Supplier's helpdesk or CAFM system;
 - 5.2.4 loss of a Subcontractor;
 - 5.2.5 emergency notification and escalation process;
 - 5.2.6 contact lists;
 - 5.2.7 staff training and awareness;
 - 5.2.8 BCDR Plan testing;
 - 5.2.9 post implementation review process
 - 5.2.10 any applicable Key Performance Indicators with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Key Performance Indicators in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
 - 5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
 - 5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
 - 5.2.13 testing and management arrangements.

6. Review and changing the BCDR Plan

- 6.1 The Supplier shall review the BCDR Plan:
 - 6.1.1 on a regular basis and as a minimum once every twelve (12) Months;
 - 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and
 - 6.1.3 where the Authority requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Authority's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Authority for the Authority's approval. The costs of both Parties of any such additional reviews shall be met by the Authority except that the Supplier shall not be entitled to charge the Authority for any costs that it may incur above any estimate without the Authority's prior written approval.
- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Authority shall reasonably require.
- 6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Authority a report (a "Review Report") setting out the Supplier's proposals (the "Supplier's Proposals") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.

- 6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

7. Testing the BCDR Plan

- 7.1 The Supplier shall test the BCDR Plan:
- 7.1.1 regularly and in any event not less than once in every Contract Year;
 - 7.1.2 in the event of any major reconfiguration of the Deliverables;
 - 7.1.3 at any time where the Authority considers it necessary (acting in its sole discretion).
- 7.2 If the Authority requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Authority's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Authority unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Authority and shall liaise with the Authority in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Authority.
- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Authority. Copies of live test data used in any such testing shall be (if so required by the Authority) destroyed or returned to the Authority on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Authority a report setting out:
- 7.5.1 the outcome of the test;
 - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Authority to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Authority.

8. Invoking the BCDR Plan

In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Authority promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Authority.

9. Circumstances beyond your control

The Supplier shall not be entitled to relief under Clause 28 (*Circumstances beyond your control*) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

Schedule 11 - Variation Form

This form is to be used in order to change a contract in accordance with Clause 32 of the Core Terms (*Changing the Contract*).

Contract Details		
This variation is between:	[insert name of Authority] ("the Authority") And [insert name of Supplier] ("the Supplier")	
Contract name:	[insert name of contract to be changed] ("this Contract")	
Contract reference number:	[insert contract reference number]	
Details of Proposed Variation		
Variation initiated by:	[delete as applicable: Authority/Supplier]	
Variation number:	[insert variation number]	
Date variation is raised:	[insert date]	
Proposed variation		
Reason for the variation:	[insert reason]	
An Impact Assessment shall be provided within:	[insert number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> [Authority to insert original Clauses or Paragraphs to be varied and the changed clause] 	
Financial variation:	Original Contract Value:	£ [insert amount]
	Additional cost due to Variation:	£ [insert amount]
	New Contract value:	£ [insert amount]

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

<p>Sign by an authorised signatory for and on behalf of the Authority</p>	<p>Signature.....</p> <p>Name</p> <p>Address</p> <p>Date</p>
<p>Signed by an authorised signatory to sign for and on behalf of the Supplier</p>	<p>Signature.....</p> <p>Name</p> <p>Address</p> <p>Date</p>

Schedule 12 - Rectification Plan

This form is to be used in order to create a rectification plan.

Request for [Revised] Rectification Plan			
Details of the Notifiable Default:	[GUIDANCE NOTE: Explain the Notifiable Default, with clear schedule and clause references as appropriate]		
Deadline for receiving the [Revised] Rectification Plan:	[add date (minimum 10 days from request)]		
Signed by Authority:		Date:	
Supplier [Revised] Rectification Plan			
Cause of the Notifiable Default	[add cause]		
Anticipated impact assessment:	[add impact]		
Actual effect of Notifiable Default:	[add effect]		
Steps to be taken to rectification:	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
[...]	[date]		
Timescale for complete Rectification of Notifiable Default	[X] Working Days		
Steps taken to prevent recurrence of Notifiable Default	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
[...]	[date]		
Signed by the Supplier:		Date:	
Review of Rectification Plan Authority			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for rejection (if applicable)	[add reasons]		
Signed by Authority		Date:	

Schedule 13 – Sustainability

1. Definitions

"Waste Hierarchy"	prioritisation of waste management in the following order of preference as set out in the Waste (England and Wales) Regulation 2011: (a) Prevention; (b) Preparing for re-use; (c) Recycling; (d) Other Recovery; and (e) Disposal.
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Part A

1. Definitions

1.1. In addition to legal obligations, where the Supplier is providing a Deliverable to which the Public Sector Equality duty applies, the Supplier shall support the Authority in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under this Contract in a way that seeks to:

1.1.1 eliminate discrimination, harassment or victimisation and any other conduct prohibited by the Equality Act 2010; and

1.1.2 advance:

(a) equality of opportunity; and

(b) good relations,

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

2. Employment Law

The Supplier must perform its obligations meeting the requirements of all applicable Law regarding employment.

3. Modern Slavery

3.1 The Supplier:

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

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

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

3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world;

3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world;

3.1.6 shall have and maintain throughout the Contract Period its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;

- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under this Contract;
- 3.1.8 shall prepare and deliver to the Authority, an annual slavery and human trafficking report (in respect of which a statement under section 54 of the Modern Slavery Act 2015 would be sufficient) setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with this Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery, trafficking, forced labour, child labour, involuntary prison labour or labour rights abuses by it or its Subcontractors to the Authority and Modern Slavery Helpline and relevant national or local law enforcement agencies; and
- 3.1.12 if the Supplier is in Default under any of Paragraphs 3.1.1 to 3.1.11 (inclusive) of this Part A of this Schedule the Authority may by notice:
 - (a) require the Supplier to remove from performance of this Contract any sub-contractor, Supplier Staff or other persons associated with it whose acts or omissions have caused the Default; or
 - (b) immediately terminate this Contract and the consequences of termination set out in Clause 18.5.1 of the Core Terms shall apply.

4. Environmental Requirements

- 4.1 The Supplier must perform its obligations meeting in all material respects the requirements of all applicable Laws regarding the environment.
- 4.2 In performing its obligations under this Contract, the Supplier shall, where applicable to this Contract, to the reasonable satisfaction of the Authority:
 - 4.2.1 prioritise waste management in accordance with the Waste Hierarchy as set out in Law;
 - 4.2.2 be responsible for ensuring that any waste generated by the Supplier and sent for recycling, disposal or other recovery as a consequence of this Contract is taken by a licensed waste carrier to an authorised site for treatment or disposal and that the disposal or treatment of waste complies with the Law; and
 - 4.2.3 ensure that it and any third parties used to undertake recycling, disposal or other recovery as a consequence of this Contract do so in a legally compliant way, and can demonstrate that reasonable checks are undertaken to ensure this on a regular basis and provide relevant data and evidence of recycling, recovery and disposal.
- 4.3 In circumstances that a permit, licence or exemption to carry or send waste generated under this Contract is revoked, the Supplier shall cease to carry or send waste or allow waste to be carried by any Subcontractor until authorisation is obtained from the Environment Agency.
- 4.4 In performing its obligations under this Contract, the Supplier shall to the reasonable satisfaction of the Authority (where: (i) the anticipated Charges in any Contract Year are above £5 million per annum (including VAT)); (ii) this is a public contract, other than a special regime contract under the Procurement Act 2023; and (iii) it is related to and proportionate to the contract in accordance with PPN 016), publish and maintain a credible Carbon Reduction Plan in accordance with PPN 016.
- 4.5 The Supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:
[HTTPS://WWW.GOV.UK/GOVERNMENT/COLLECTIONS/SUSTAINABLE-PROCUREMENT-THE-GOVERNMENT-BUYING-STANDARDS-GBS.](https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs)

5. Supplier Code of Conduct

- 5.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government which can be found online at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.pdf

The Authority expects to meet, and expects its suppliers and subcontractors to meet, the standards set out in that Code.

6. Recruitment of Supplier Staff

Where, during the Contract Period, the Supplier or a Subcontractor need to hire Supplier Staff for a role based in the United Kingdom, the role should be published on the Governments' 'Find a Job' website and include the location at which Supplier Staff would be expected to perform the role.

7. Reporting

The Supplier shall comply with reasonable requests by the Authority for information evidencing compliance with any of the requirements in Paragraphs **Error! Reference source not found.** to 5 of this Part A above within fourteen (14) days of such request, [provided that such requests are limited to [two (2)] per requirement per Contract Year].

Part B

1. Environmental – Further Requirements

- 1.1 The Supplier must have a documented management system and controls in place to manage the environmental impacts of delivering the Deliverables.
- 1.2 The Supplier shall ensure that any Deliverables are designed, sourced and delivered in a manner which is environmentally and socially responsible.
- 1.3 In delivering the Deliverables, the Supplier must comply with the Authority's sustainability requirements, to be provided to the Supplier by the Authority. **[Sustainability requirements available upon contract award]**
- 1.4 The Supplier warrants that it has obtained relevant Environment Management System (EMS) certified to ISO 14001 or an equivalent certification from a UKAS accredited body and shall comply with and maintain certification requirements throughout the Contract Period.
- 1.5 In performing its obligations under this Contract, the Supplier shall to the reasonable satisfaction of the Authority:
 - 1.5.1 avoid consumable single use items (including packaging) unless otherwise agreed with the Authority, and unless the use is primarily related to the management of the Supplier's own facilities or internal operations as opposed to the provision of Deliverables;
 - 1.5.2 demonstrate that the whole life cycle impacts (including end of use) associated with the Deliverables that extend beyond direct operations into that of the supply chain have been considered and reduced;
 - 1.5.3 minimise the consumption of resources and use them efficiently (including water and energy), working towards a circular economy including designing out waste and non-renewable resources, using re-use and closed loop systems;
 - 1.5.4 demonstrate protection of the environment including understanding and reduction of biosecurity risks (which include risks to plant and tree health from harmful pests and diseases), and reducing and eliminating hazardous/harmful substances to the environment and preventing pollution;
 - 1.5.5 enhance the natural environment and connecting communities with the environment;
 - 1.5.6 achieve continuous improvement in environmental (and social) performance and
 - 1.5.7 demonstrate to the Authority that it has an environmental management system in place that is at least equivalent to the standards required to be certified to ISO 14001.
- 1.6 The Supplier shall inform the Authority within five (5) Working Day in the event that a permit, licence or exemption to carry or send waste generated under this Contract is revoked.

Schedule 14 - Key Subcontractors

1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under this Contract to the Key Subcontractors set out in the Award Form.
- 1.2 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of the Authority and the Supplier shall, at the time of requesting such consent, provide the Authority with the information detailed in Paragraph 1.4. The decision of the Authority to consent or not will not be unreasonably withheld or delayed. Where the Authority consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Award Form. The Authority may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.2.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.2.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers;
 - 1.2.3 the proposed Key Subcontractor employs unfit persons; and/or
 - 1.2.4 the proposed Key Subcontractor is an excluded or excludable supplier within the meaning of the Procurement Act 2023 and any associated Regulations.
- 1.3 The Supplier shall provide the Authority with the following information in respect of the proposed Key Subcontractor:
 - 1.3.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.3.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.3.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Authority that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.3.4 the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Contract Period;
 - 1.3.5 (where applicable) Credit Rating Threshold (as defined in Schedule 24 (*Financial Difficulties*)) of the Key Subcontractor; and **[NOT IN USE]**
 - 1.3.6 whether the Supplier considers that an exclusion ground within the meaning of the Procurement Act 2023 and any associated Regulations does or may apply to the proposed Key Subcontractor.
- 1.4 If requested by the Authority, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.3, the Supplier shall also provide:
 - 1.4.1 a copy of the proposed Key Sub-Contract; and
 - 1.4.2 any further information reasonably requested by the Authority.
- 1.5 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
 - 1.5.1 provisions which will enable the Supplier to discharge its obligations under this Contract;
 - 1.5.2 a right under CRTPA for the Authority to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Authority;
 - 1.5.3 a provision enabling the Authority to enforce the Key Sub-Contract as if it were the Supplier;
 - 1.5.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Authority;

The Provision of Hazardous Waste Management

- 1.5.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under this Contract in respect of:
 - (a) the data protection requirements set out in Clause 22 (*Data protection and security*);
 - (b) the FOIA and other access request requirements set out in Clause 24 (*When you can share information*);
 - (c) the obligation not to embarrass the Authority or otherwise bring the Authority into disrepute;
 - (d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - (e) the conduct of audits set out in Clause 10 (*Record keeping and reporting*);
 - 1.5.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Authority under Clauses 18.4 (*When the Authority can end this Contract*) and 18.5 (*What happens if this Contract ends*) of this Contract;
 - 1.5.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of the Authority; and
 - 1.5.8 a provision enabling the Supplier, the Authority or any other person on behalf of the Authority to step-in on substantially the same terms as are set out in Clause 17 (*Step-in rights*).
- 1.6 The Supplier shall not terminate or materially amend the terms of any Key Sub--Contract without the Authority's prior written consent, which shall not be unreasonably withheld or delayed.

Schedule 15 - Exit Management

1. Definitions

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

"Ethical Wall Agreement"	an ethical wall agreement in a form similar to the draft ethical wall agreement set out at Annex Error! Reference source not found. ;
"Exclusive Assets"	Supplier Assets used exclusively by the Supplier in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier in connection with the Deliverables but which are also used by the Supplier for other purposes;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Authority receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Authority internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the End Date, whether those goods are provided by the Authority internally and/or by any third party;
"Third Party Software"	Software which is proprietary to any third party (other than an Affiliate of the Supplier) or any Open Source which in any case is, will be or is proposed to be used by the Supplier for the purposes of providing the Services;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Authority;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Authority or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph Error! Reference source not found. of this Schedule; and
"Virtual Library"	the data repository hosted by the Supplier containing the accurate information about this Contract and the Deliverables in accordance with Paragraph 2.1 of this Schedule.

2. Supplier must always be prepared for contract exit

- 2.1. The Supplier shall within thirty (30) days from the Effective Date provide to the Authority a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 2.2. During the Contract Period, the Supplier shall within thirty (30) days from the Effective Date (or such other period as is specified in the Award Form) create and maintain a Virtual Library containing:
 - 2.2.1. a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and

and the Supplier shall ensure the Virtual Library is structured and maintained in accordance with open standards and the security requirements set out in this Contract and is readily accessible by the Authority at all times. All information contained in the Virtual Library should be maintained and kept up to date in accordance with the time period set out in the Award Form.
- 2.3. The Supplier shall:
 - 2.3.1. ensure that all Exclusive Assets listed in the Virtual Library are clearly physically identified as such; and
 - 2.3.2. procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Authority) at the request of the Authority to the Authority (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Authority and the Authority may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.
- 2.4. Each Party shall appoint an Exit Manager within three (3) Months of the Effective Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

- 3.1. The Supplier shall, on reasonable notice, provide to the Authority and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Authority shall reasonably require in order to facilitate the preparation by the Authority of any tender notice or associated tender documents and/or to facilitate any potential Replacement Suppliers undertaking due diligence.
- 3.2. The Supplier acknowledges that the Authority may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.3. The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable or within such other time limits as may be specified within this Contract and notify the Authority within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Authority in relation to any such changes).
- 3.4. The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.
- 3.5. The Authority may require the Supplier to enter into the Ethical Wall Agreement at any point during a re-tendering or contemplated re-tendering of the Deliverables or any part of the Deliverables.
- 3.6. If required to enter into the Ethical Wall Agreement, the Supplier will return a signed copy of the Ethical Wall Agreement within ten (10) Working Days of receipt. The Supplier's costs of entering into the Ethical Wall Agreement will be borne solely by the Supplier.

4. Exit Plan

- 4.1. The Supplier shall, within three (3) Months after the Start Date, deliver to the Authority a plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Authority (the "Exit Plan").
- 4.2. The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3. The Exit Plan shall set out, as a minimum:
 - 4.3.1. how the Exit Information is obtained;
 - 4.3.2. a mechanism for dealing with partial termination on the assumption that the Supplier will continue to provide the remaining Deliverables under this Contract;
 - 4.3.3. the management structure to be employed during the Termination Assistance Period;
 - 4.3.4. a detailed description of both the transfer and cessation processes, including a timetable;
 - 4.3.5. how the Deliverables will transfer to the Replacement Supplier and/or the Authority;
 - 4.3.6. details of any contracts which will be available for transfer to the Authority and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
 - 4.3.7. the scope of Termination Assistance that may be required for the benefit of the Authority (including which services set out in Annex 1 - Scope of Termination Assistance are applicable);
 - 4.3.8. how Termination Assistance will be provided, including a timetable and critical issues for providing Termination Assistance;
 - 4.3.9. any charges that would be payable for the provision of Termination Assistance (calculated in accordance with Paragraph 4.4 below) together with a capped estimate of such charges;
 - 4.3.10. proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
 - 4.3.11. proposals for providing the Authority or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
 - 4.3.12. proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
 - 4.3.13. proposals for the identification and return of all Authority Property in the possession of and/or control of the Supplier or any third party;
 - 4.3.14. proposals for the disposal of any redundant Deliverables and materials;
 - 4.3.15. how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
 - 4.3.16. any other information or assistance reasonably required by the Authority or a Replacement Supplier.
- 4.4. Any charges payable as a result of the Supplier providing Termination Assistance shall be calculated and charged in accordance with Schedule 3 (Charges Payment and Invoicing Schedule). The Supplier shall be entitled to increase or vary the Charges only if it can demonstrate in the Exit Plan that the provision of Termination Assistance requires additional resources and, in any event, any change to the Charges resulting from the provisions of Termination Assistance will be strictly proportionate to the level of resources required for the provision of the Termination Assistance Services.
- 4.5. The Supplier shall:
 - 4.5.1. maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - 4.5.1.1. every twelve (12) months throughout the Contract Period;

- 4.5.1.2. no later than twenty (20) Working Days after a request from the Authority for an up-to-date copy of the Exit Plan;
 - 4.5.1.3. as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
 - 4.5.1.4. as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and
 - 4.5.2. jointly review and verify the Exit Plan if required by the Authority and promptly correct any identified failures.
- 4.6. Only if (by notification to the Supplier in writing) the Authority agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.5 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.7. A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. Termination Assistance

- 5.1. The Authority shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "Termination Assistance Notice") at least three (3) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
- 5.1.1. the nature of the Termination Assistance required; and
 - 5.1.2. the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.
- 5.2. The Authority shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:
- 5.2.1. no such extension shall extend the Termination Assistance Period beyond the date eighteen (18) Months after the End Date; and
 - 5.2.2. the Authority shall notify the Supplier of any such extension by serving not less than twenty (20) Working Days' written notice upon the Supplier.
- 5.3. The Authority shall have the right to terminate its requirement for Termination Assistance by serving not less than twenty (20) Working Days' written notice upon the Supplier.
- 5.4. In the event that Termination Assistance is required by the Authority but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Authority approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

- 6.1. Throughout the Termination Assistance Period the Supplier shall:
- 6.1.1. continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Authority, provide the Termination Assistance;
 - 6.1.2. provide to the Authority and/or its Replacement Supplier any reasonable assistance and/or access requested by the Authority and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Authority and/or its Replacement Supplier;
 - 6.1.3. use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Authority;
 - 6.1.4. subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Key Performance Indicators, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;

- 6.1.5. at the Authority's request and on reasonable notice, deliver up-to-date contents of the Virtual Library to the Authority; and
- 6.1.6. seek the Authority's prior written consent to access any Authority Premises from which the de-installation or removal of Supplier Assets is required.
- 6.2. If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Authority, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3. If the Supplier demonstrates to the Authority's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Key Performance Indicators, the Parties shall vary the relevant Key Performance Indicators and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

- 7.1. The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2. Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
 - 7.2.1. cease to use the Authority Data, other than Authority Data (i) the Supplier is required to retain copies of by Law (ii) that is Personal Data in respect of which the Supplier is a Controller; and (iii) in respect of which the Supplier has rights to hold the Authority Data independently of this Contract;
 - 7.2.2. vacate any Authority Premises;
 - 7.2.3. remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
 - 7.2.4. provide access during normal working hours to the Authority and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
 - 7.2.4.1. such information relating to the Deliverables as remains in the possession or control of the Supplier; and
 - 7.2.4.2. such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Authority and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
- 7.3. Upon partial termination, termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Assistance and its compliance with the other provisions of this Schedule), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party in respect of the terminated Services and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or Termination Assistance or for statutory compliance purposes.

8. Assets, Sub-contracts and Software

- 8.1. Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Authority's prior written consent:
 - 8.1.1. terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
 - 8.1.2. (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.
- 8.2. Within twenty (20) Working Days of receipt of the up-to-date contents of the Virtual Library provided by the Supplier, the Authority shall notify the Supplier setting out:
 - 8.2.1. which, if any, of the Transferable Assets the Authority requires to be transferred to the Authority and/or the Replacement Supplier ("Transferring Assets");

8.2.2. which, if any, of:

8.2.2.1. the Exclusive Assets that are not Transferable Assets; and

8.2.2.2. the Non-Exclusive Assets

the Authority and/or the Replacement Supplier requires the continued use of; and

8.2.3. which, if any, of Transferable Contracts the Authority requires to be assigned or novated to the Authority and/or the Replacement Supplier (the "Transferring Contracts"), in order for the Authority and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Authority and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services. Where requested by the Supplier, the Authority and/or its Replacement Supplier shall discuss in good faith with the Supplier which Transferable Contracts are used by the Supplier in matters unconnected to the Services or Replacement Services.

8.3. With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Authority and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.

8.4. Risk in the Transferring Assets shall pass to the Authority or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.

8.5. Where the Authority and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:

8.5.1. procure a non-exclusive, perpetual, royalty-free licence for the Authority and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

8.5.2. procure a suitable alternative to such assets, the Authority or the Replacement Supplier to bear the reasonable proven costs of procuring the same.

8.6. The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Authority and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Authority reasonably requires to effect this novation or assignment.

8.7. The Authority shall:

8.7.1. accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

8.7.2. once a Transferring Contract is novated or assigned to the Authority and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

8.8. The Supplier shall hold any Transferring Contracts on trust for the Authority until the transfer of the relevant Transferring Contract to the Authority and/or the Replacement Supplier has taken place.

8.9. The Supplier shall indemnify the Authority (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Authority (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 27.2 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by third party beneficiaries by virtue of the CRTPA.

9. No charges

Unless otherwise stated, the Authority shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

10. Dividing the bills

- 10.1. All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Authority and/or the Replacement and the Supplier as follows
- 10.2. the amounts shall be annualised and divided by three hundred and sixty five (365) to reach a daily rate;
- 10.3. the Authority or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
- 10.4. the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice

Annex 1 – Scope of Termination Assistance

1. Scope of Termination Assistance

- 1.1. The Authority may specify that any of the following services will be provided by the Supplier as part of its Termination Assistance:
 - 1.1.1. notifying the Subcontractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;
 - 1.1.2. providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the Authority and/or the Replacement Supplier after the end of the Termination Assistance Period;
 - 1.1.3. providing details of work volumes and staffing requirements over the twelve (12) Months immediately prior to the commencement of Termination Assistance;
 - 1.1.4. providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the Deliverables and re-writing and implementing these during and for a period of twelve (12) Months after the Termination Assistance Period;
 - 1.1.5. providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Deliverables and re-writing and implementing these such that they are appropriate for the continuation of provision of the Deliverables after the Termination Assistance Period;
 - 1.1.6. agreeing with the Authority an effective communication strategy and joint communications plan which sets out the implications for Supplier Staff, Authority staff, customers and key stakeholders;
 - 1.1.7. agreeing with the Authority a handover plan for all of the Supplier's responsibilities as set out in the Security Management Plan;
 - 1.1.8. providing an information pack listing and describing the Deliverables for use by the Authority in the procurement of the Replacement Deliverables;
 - 1.1.9. answering all reasonable questions from the Authority and/or the Replacement Supplier regarding the Deliverables;
 - 1.1.10. agreeing with the Authority and/or the Replacement Supplier a plan for the migration of the Authority Data to the Authority and/or the Replacement Supplier;
 - 1.1.11. providing access to the Authority and/or the Replacement Supplier during the Termination Assistance Period and for a period not exceeding six (6) Months afterwards for the

purpose of the smooth transfer of the provision of the Deliverables to the Authority and/or the Replacement Supplier:

- 1.1.11.1. to information and documentation relating to the Deliverables that is in the possession or control of the Supplier or its Subcontractors (and the Supplier agrees and will procure that its Subcontractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and
- 1.1.11.2. following reasonable notice and during the Supplier's normal business hours, to members of the Supplier Staff who have been involved in the provision or management of the provision of the Deliverables and who are still employed or engaged by the Supplier or its Subcontractors, including those employees filling the relevant Key Staff positions and Key Staff with specific knowledge in respect of the Exit Plan;
- 1.1.12. knowledge transfer services, including
 - 1.1.12.1. making available to the Authority and/or the Replacement Supplier expertise to analyse training requirements and provide all necessary training for the use of tools by such staff at the time of termination or expiry as are nominated by the Authority and/or the Replacement Supplier (acting reasonably);
 - 1.1.12.2. transferring all training material and providing appropriate training to those Authority and/or Replacement Supplier staff responsible for internal training in connection with the provision of the Deliverables;
 - 1.1.12.3. providing as early as possible for transfer to the Authority and/or the Replacement Supplier of all knowledge reasonably required for the provision of the Deliverables which may, as appropriate, include information, records and documents;
 - 1.1.12.4. providing the Supplier and/or the Replacement Supplier with access to sufficient numbers of the members of the Supplier Staff or Subcontractors' personnel of suitable experience and skill and as have been involved in the design, development, provision or management of provision of the Deliverables and who are still employed or engaged by the Supplier or its Subcontractors; and
 - 1.1.12.5. allowing the Authority and/or the Replacement Supplier to work alongside and observe the performance of the Services by the Supplier at its Sites used to fulfil the Services (subject to compliance by the Authority and the Replacement Supplier with any applicable security and/or health and safety restrictions,

and any such person who is provided with knowledge transfer services will sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require)).

1.2. The Supplier will:

- 1.2.1. provide a documented plan relating to the training matters referred to in Paragraph 1.1.12 for agreement by the Authority at the time of termination or expiry of this Contract; and
- 1.2.2. co-operate fully in the execution of the handover plan agreed pursuant to Paragraph **Error! Reference source not found.**, providing skills and expertise of a suitable standard.

1.3. To facilitate the transfer of knowledge from the Supplier to the Authority and/or its Replacement Supplier, the Supplier shall provide a detailed explanation of the procedures and operations used to provide the Services to the operations staff of the Authority and/or the Replacement Supplier.

1.4. The information which the Supplier will provide to the Authority and/or the Replacement Supplier pursuant to Paragraph **Error! Reference source not found.**1 shall include:

- 1.4.1. copies of up-to-date procedures and operations manuals;
- 1.4.2. product information;
- 1.4.3. agreements with third party suppliers of goods and services which are to be transferred to the Authority and/or the Replacement Supplier; and

The Provision of Hazardous Waste Management

- 1.4.4. key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Authority pursuant to this Schedule

and such information shall be updated by the Supplier at the end of the Termination Assistance Period.

- 1.5. During the Termination Assistance Period the Supplier shall grant any agent or personnel (including employees, consultants and suppliers) of the Replacement Supplier and/or the Authority access, during business hours and upon reasonable prior written notice, to any Sites for the purpose of effecting a prompt knowledge transfer provided that:
 - 1.5.1. any such agent or personnel (including employees, consultants and suppliers) having such access to any Sites shall:
 - 1.5.1.1. sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require); and
 - 1.5.1.2. during each period of access comply with the security, systems and facilities operating procedures of the Supplier relevant to such Site and that the Authority deems reasonable; and
 - 1.5.2. the Authority and/or the Replacement Supplier shall pay the reasonable, proven and proper costs of the Supplier incurred in facilitating such access.

Annex 2 – Draft Ethical Wall Agreement

The Mayor's Office for Policing and Crime (MOPAC)

and

[The Supplier]

ETHICAL WALL AGREEMENT

This Agreement is dated 1/12/2025 (the "Effective Date").

Between:

- (1) **The Mayor's Office for Policing and Crime** of City Hall, Kamal Churchie Way, London E16 1ZE (the "Authority"); and
- (2) **[NAME OF SUPPLIER]** a [company]/[limited liability partnership] registered in England and Wales under registered number [insert registered number] whose registered office is at [insert Supplier's registered address] (the "Supplier"), together the "Parties" and each a "Party".

BACKGROUND

- The Authority is obliged to ensure transparency, fairness, non-discrimination and equal treatment in relation to its procurement process pursuant to the Procurement Act 2023 and any regulations made under it. The purpose of this document ("**Agreement**") is to define the protocols to be followed to prevent, identify and remedy any conflict of interest (whether actual, potential or perceived) in the context of the Purpose (defined below).
- The Authority is conducting a procurement exercise for the Provision of Hazardous Waste Management Services (the "**Purpose**").
- The Parties wish to enter into this Agreement to ensure that a set of management processes, barriers and disciplines are put in place to ensure that conflicts of interest do not arise, and that the Supplier does not obtain an unfair competitive advantage over Other Bidders.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1. The following capitalised words and expressions shall have the following meanings in this Agreement and its recitals:

- "**Affiliate**" means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
- "**Agreement**" means this ethical walls agreement duly executed by the Parties;
- "**Bid Team**" means any Representatives of the Supplier, any of its Affiliates and/or any Subcontractors connected to the preparation of a Tender Response;
- "**Central Government Body**" means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics, including:
 - (a) Government Departments;
 - (b) Non-Departmental Public Bodies or Assembly Sponsored Public Bodies (advisory, executive, or tribunal);
 - (c) Non-Ministerial Departments; or
 - (d) Executive Agencies;

"**Conflicted Personnel**" means any Representatives of

the Supplier;

any of the Supplier's Affiliates; and/or

any Subcontractors,

who, because of the Supplier's, any of its Affiliates' and/or any Subcontractors' relationship with the Authority under any Contract, have or have had access to information which creates or may create a conflict of interest or provide the Bid Team with an unfair advantage as regards information Other Bidders would not have;

- **"Contract"** means any pre-existing or previous contract between the Authority and:

- (a) the Supplier;
- (b) any of the Supplier's Affiliates;
- (c) any Subcontractors; and/or
- (d) any other Third Party,

relating to the subject matter of the Purpose at the date of the commencement of the Tender Process;

- **"Control"** means control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and **"Controlled"** shall be construed accordingly;
- **"Effective Date"** means the date of this Agreement as set out above;
- **"Other Bidder"** means any other bidder or potential bidder that is not the Supplier or any of its Affiliates that has taken or is taking part in the Tender Process;
- **"Procurement Process"** means the period commencing on the earlier of: (a) the publication of the first notice in relation to the Purpose; and (b) the execution of this Agreement, and ending on the occurrence of: (i) the publication by the Authority of the contract details notice; or (ii) the abandonment or termination of the Tender Process as notified by the Authority;
- **"Professional Advisor"** means a supplier, subcontractor, advisor or consultant engaged by the Supplier and/or any of its Affiliates under the auspices of compiling its Tender Response;
- **"Purpose"** has the meaning given to it in recital B to this Agreement;
- **"Representative"** refers to a person's officers, directors, employees, advisers (including the officers, directors, employees, advisers and agents of any Professional Advisors), agents and, where the context admits, providers or potential providers of finance (including their representatives) to the Supplier, any of its Affiliates and/or any subcontractors engaged in connection with the Tender Process;
- **"Subcontractor"** means an existing or proposed subcontractor of:
 - (a) the Supplier; and/or
 - (b) any of the Supplier's Affiliates,

who is connected to the preparation of an Tender Response (including key subcontractors named in the Tender Response);

- **"Tender Process"** means, with regard to the Purpose, the relevant procedure provided for in the Procurement Act 2023 (as amended), which the Authority has elected to use to select a contractor or contractors, together with all relevant information, data, correspondence and/or documents issued and/or made available by or on behalf of the Authority as part of that procurement exercise and all information, correspondence and/or documents issued and/or made available by or on behalf of the bidders in response together with any resulting contracts;
- **"Tender Response"** means the tender(s) submitted, or to be submitted, by the Counterparty, any of its Affiliates and/or any Subcontractors in response to any invitation(s) to submit bids under the Tender Process;
- **"Third Party"** means any person who is not a Party, including Other Bidders, their Affiliates and/or their Representatives; and
- **"Working Day"** means any day of the week other than a weekend, when Banks in England and Wales are open for business.

- 1.1. Reference to the disclosure of information includes any communication or making available information and includes both direct and indirect disclosure.

- 1.2. Reference to the disclosure of information, or provision of access, by or to the Authority, the Supplier, any of the Supplier's Affiliates and/or any Subcontractors includes disclosure, or provision of access, by or to the Representatives of the Authority, the Supplier, any of its Affiliates and/or any Subcontractors (as the case may be).
- 1.3. Reference to persons includes legal and natural persons.
- 1.4. Reference to any enactment is to that enactment as amended, supplemented, re-enacted or replaced from time to time.
- 1.5. Reference to clauses and recitals is to clauses of and recitals to this Agreement.
- 1.6. Reference to any gender includes any other.
- 1.7. Reference to writing includes email.
- 1.8. The words "**include**" and "**including**" are to be construed without limitation.
- 1.9. The singular includes the plural and vice versa.
- 1.10. The headings contained in this Agreement shall not affect its construction or interpretation.

2. ETHICAL WALLS

In consideration of the sum of £1 payable by the Authority to the Supplier, receipt of which is hereby acknowledged, the Parties agree to be bound by the terms of this Agreement.

3. CONFLICTS OF INTEREST

3.1. The Supplier:

- 3.1.1. shall take all appropriate steps to ensure that neither the Supplier, nor its Affiliates, nor any Subcontractors nor any Representatives are in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier, any of its Affiliates, any Subcontractors and/or any Representatives and the duties owed to the Authority under any Contract or pursuant to an open and transparent Tender Process; and
- 3.1.2. acknowledges and agrees that a conflict of interest may arise in situations where the Supplier, any of its Affiliates, any Subcontractors and/or any Representatives intend to take part in the Tender Process and because of the Supplier's, any of its Affiliates', any Subcontractors' and/or any Representatives' relationship with the Authority under any Contract, the Supplier, any of its Affiliates, any Subcontractors and/or any Representatives have or have had access to information which could provide the Supplier, any of its Affiliates, any Subcontractors and/or any Representatives with an advantage and render unfair an otherwise genuine and open competitive Tender Process.

3.2. Where there is or is likely to be a conflict of interest, or the perception of a conflict of interest, of any kind in relation to the Tender Process, the Supplier shall take such steps that are necessary to eliminate the conflict of interest to the Authority's satisfaction, including one or more of the following:

- 3.2.1. not assigning any of the Conflicted Personnel to the Bid Team at any time;
- 3.2.2. providing to the Authority promptly upon request a complete and up to date list of any Conflicted Personnel and the personnel comprising the Bid Team and reissue such list to the Authority promptly upon any change to it;
- 3.2.3. ensuring that no act or omission by itself, its Affiliates, any Subcontractors and/or any Representatives results in information of any kind, however conveyed, or in any format and however so stored:
 - 3.2.3.1. about the Tender Process (gleaned from the performance of any Contract or otherwise); and/or
 - 3.2.3.2. which would or could in the opinion of the Authority confer an unfair advantage on the Supplier in relation to its participation in the Tender Process,

becoming available to the Bid Team where the Authority has not made generally available that information to Other Bidders;

- 3.2.4. ensuring that by no act or omission by itself, its Affiliates, any Subcontractors and/or any Representatives and in particular the Bid Team results in information of any kind, however conveyed, in any format and however so stored about the Tender Process, its operation and all matters connected or ancillary to it becoming available to the Conflicted Personnel;
- 3.2.5. ensure that agreements that flow down the Supplier's obligations in this Agreement, are entered into as necessary, between the Supplier and its Affiliates and any Subcontractors [in a form to be approved by the Authority];
- 3.2.6. physically separating the Conflicted Personnel and the Bid Team, either in separate buildings or in areas with restricted access;
- 3.2.7. providing regular training to its Affiliates, any Subcontractors and/or Representatives to ensure it is complying with this Agreement;
- 3.2.8. monitoring Conflicted Personnel movements within restricted areas (both physical and electronic online areas) to ensure it is complying with this Agreement and to ensure adherence to the ethical wall arrangements the Supplier, its Affiliates, any Subcontractors and/or any Representatives have put in place in order to comply with this Agreement;
- 3.2.9. ensuring that the Conflicted Personnel and the Bid Team are line managed and report independently of each other; and
- 3.2.10. complying with any other action as the Authority, acting reasonably, may direct in connection with the Tender Process and/or this Agreement.

4. NOTIFICATION OF CONFLICTS OF INTEREST

- 4.1. The Supplier shall:
 - 4.1.1. notify the Authority immediately in writing of all perceived, potential and/or actual conflicts of interest that arise or have arisen;
 - 4.1.2. submit in writing to the Authority full details of the nature of the perceived, potential and/or actual conflict of interest including full details of the risk assessments undertaken, the impact or potential impact of the perceived, potential and/or actual conflict, the measures and arrangements that have been established and/or are due to be established, to eliminate the perceived, potential and/or actual conflict, and the Supplier's plans to prevent potential conflicts of interests from arising ("Proposed Avoidance Measures"); and
 - 4.1.3. seek the Authority's approval to the Proposed Avoidance Measures which the Authority shall have the right to grant, grant conditionally or deny (if the Authority rejects the Proposed Avoidance Measures the Supplier shall repeat the process set out in this Clause 2.4 until such time as the Authority grants approval or the Supplier withdraws from the Tender Process).
- 4.2. The Supplier will provide to the Authority, on demand, any and all information in relation to its adherence with its obligations set out under Clauses 2.2 and 2.3 as reasonably requested by the Authority.
- 4.3. The Authority reserves the right to require the Supplier to demonstrate the measures put in place by the Supplier under Clauses 2.2 and 2.3.
- 4.4. The Supplier acknowledges that any provision of information or demonstration of measures, in accordance with Clauses 2.5 and 2.6, does not constitute acceptance by the Authority of the adequacy of such measures and does not discharge the Supplier of its obligations or liability under this Agreement.

5. EXCLUSION FROM THE TENDER PROCESS

- 5.1. Where, in the reasonable opinion of the Authority, there has been any breach by the Supplier of Clauses 2.2, 2.3, or 2.4 or failure to obtain the Authority's approval of the Proposed Avoidance Measures the Authority shall be entitled to exclude the Supplier, or any of its Affiliates and/or any Representatives, from the Tender Process, and the Authority may, in addition to the right to exclude, take such other steps as it deems necessary.

- 5.2. The actions of the Authority pursuant to Clause 2.8 shall not prejudice or affect any right of action or remedy under this Agreement or at law which shall have accrued or shall thereafter accrue to the Authority.

6. BID COSTS

- 6.1. In no event shall the Authority be liable for any bid costs incurred by:

- 6.1.1. the Supplier or any of its Affiliates, any Representatives and/or any Subcontractors; or
6.1.2. any Third Party,

as a result of any breach of this Agreement by the Supplier, any of its Affiliates, any Subcontractors and/or Representatives, including where the Supplier, any of its Affiliates, any Subcontractors or Representatives, or any Third Party is or are excluded from the Tender Process.

7. SPECIFIC REMEDIES

- 7.1. The Supplier acknowledges and agrees that:

- 7.1.1. neither damages nor specific performance are adequate remedies in the event of a breach of the obligations in Clause 2; and
7.1.2. in the event of a breach of any of the obligations in Clause 2 which cannot be effectively remedied the Authority shall have the right to terminate both this Agreement and the Supplier's participation in the Tender Process in each case with immediate effect on written notice.

8. SOLE RESPONSIBILITY

It is the sole responsibility of the Supplier to comply with the terms of this Agreement, including ensuring its Affiliates, any Subcontractors, and/or any Representatives comply with the terms of this Agreement. No approval by the Authority of any procedures, agreements or arrangements provided by the Supplier, any of its Affiliates, any Subcontractors and/or their Representatives to the Authority shall discharge the Supplier's obligations.

9. WAIVER AND INVALIDITY

- 9.1. No failure or delay by any Party in exercising any right, power or privilege under this Agreement or by law shall constitute a waiver of that or any other right, power or privilege, nor shall it restrict the further exercise of that or any other right, power or privilege. No single or partial exercise of such right, power or privilege shall prevent or restrict the further exercise of that or any other right, power or privilege.
- 9.2. If any provision of this Agreement is prohibited or unenforceable in any jurisdiction in relation to any Party, such prohibition or unenforceability will not invalidate the remaining provisions of this Agreement, or affect the validity or enforceability of the provisions of this Agreement in relation to any other Party or any other jurisdiction.

10. ASSIGNMENT AND NOVATION

- 10.1. The Supplier shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Agreement without the prior written consent of the Authority.
- 10.2. The Authority may assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Agreement and/or any associated licences to:
- 10.2.1. any Central Government Body; or
10.2.2. to a body other than a Central Government Body (including any private sector body) which performs any of the functions that previously had been performed by the Authority; and
10.2.3. the Supplier shall, at the Authority's request, enter into a novation agreement in such form as the Authority may reasonably specify in order to enable the Authority to exercise its rights pursuant to this Clause 5.
- 10.3. A change in the legal status of the Authority such that it ceases to be a Central Government Body shall not affect the validity of this Agreement and this Agreement shall be binding on any successor body to the Authority.

11. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a Party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 (as amended, updated or replaced from time to time) to enforce any term of this Agreement, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

12. TRANSPARENCY

The Parties acknowledge and agree that the Authority is under a legal duty pursuant to the Procurement Act 2023 to run procurement processes in accordance with section 12 of the Procurement Act 2023. Accordingly, the Authority may disclose the contents of this Agreement to Other Bidders (and/or potential Other Bidders) for the purposes of transparency and in order to evidence that a fair procurement process has been followed.

13. NOTICES

- 13.1. Any notices sent under this Agreement shall be in writing and be served by e-mail unless it is not practicable to do so.
- 13.2. Subject to Clause 8.1, the following table sets out the method by which notices may be served under this Agreement and the respective deemed time and proof of service:

Manner of Delivery	Deemed time of service	Proof of service
Email.	9.00am on the first Working Day after sending	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message.
Personal delivery.	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day.	Properly addressed and delivered as evidenced by signature of a delivery receipt.
Prepaid, Royal Mail Signed For™ 1 st Class or other prepaid, next Working Day service providing proof of delivery.	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm).	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt.

- 13.3. Notices shall be sent to the e-mail addresses (or address, where e-mail is not practicable) set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under this Agreement:

	Supplier	Authority
Contact		
Email		
Address		

- 13.4. This Clause 8 does not apply to the service of any proceedings or other documents in any legal action or other method of dispute resolution.

14. WAIVER AND CUMULATIVE REMEDIES

- 14.1. The rights and remedies under this Agreement may be waived only by notice, and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Agreement or by law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No

single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14.2. Unless otherwise provided in this Agreement, rights and remedies under this Agreement are cumulative and do not exclude any rights or remedies provided by law, in equity or otherwise

15. TERM

Each Party's obligations under this Agreement shall continue in full force and effect for period of [5] years from the Effective Date.

16. GOVERNING LAW AND JURISDICTION

16.1. This Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

16.2. The Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Agreement or its subject matter or formation.

Signed by the Authority	Signature..... Name Position in Authority Date
Signed by the Supplier	Signature..... Name Position in Authority Date

Schedule 16 - Data Processing

1 Principles

- 1.1 The Agreement involves the Processing of Personal Information by the Supplier on behalf of the Authority.
- 1.2 The parties wish to agree the terms set out in this Data Processing Schedule in order to, at the very least, satisfy the requirement under Data Protection Legislation a written contract be in place where Processing of Personal Data takes place.

2 Definitions and interpretation

- 2.1 For the purpose of this Schedule, unless the contract indicates otherwise, the following words have the following meanings:

Adequate Jurisdiction	a jurisdiction outside the United Kingdom or the European Economic Area that has been determined to have in place adequate protections for Personal Data including under the Data Protection Legislation, pursuant to a valid decision notice issued by the Regulator;
Customer Data	all information and data (including texts, documents, drawings, diagrams, images or sounds) owned by, licensed to (other than by the Supplier) or relating to the Authority which is in each case generated by, supplied to, or is otherwise retained by, the Supplier or any Sub-Processor pursuant to or in connection with the Agreement;
Data Breach	means (a) a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, access to, Personal Information, transmitted, stored or otherwise Processed or (b) any other breach of obligations relating to the Processing of Personal Data including but not limited to rights not met in relation to Data Subject access requests, fair processing, objection to processing (including marketing and automated decisions), rectification, erasure, restriction of processing, data portability;
"Controller", "Data Subject", "Personal Data", "Process", "Processed", "Processing", and "Processor"	have the meanings set out in, and will be interpreted in accordance with Data Protection Legislation;
Group	together a person and any other person that controls, is controlled by or is under common control with the first person from time to time;
Personal Information	the Personal Data (as defined under Data Protection Legislation) comprised in Customer Data being Processed from time to time pursuant to the terms of this Schedule, including as is more particularly described in Appendix 1 to this Data Processing Schedule;
Regulator	the UK Information Commissioner's Office or such other supervisory authority as may be responsible for enforcing compliance with the Data Protection Legislation from time to time;
Sub-Processor	any third party Sub-contractor appointed by the Supplier in accordance with the Agreement or this Data Processing Schedule, with the prior written consent of the Authority, to Process Personal Information;

Supplier Personnel	all or any of: (i) the directors, officers, employees and/or agents of the Supplier or any member of its Group; (ii) the directors, officers, employees and/or agents of any Sub-Processor; and (iii) any other individuals engaged by or on behalf of Supplier or any Sub-Processor in the performance of any part of the Supplier's obligations under the Agreement or this Data Processing Schedule;
Standard Contractual Clauses	the standard contractual clauses regarding transfer of Personal Data to a non-Adequate Jurisdiction as dictated by the Regulators from time to time; and
UK GDPR	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

- 2.2 Terms and expressions used in this Data Processing Schedule that are not defined in this the Agreement shall have the meaning assigned to them in the Data Protection Legislation relevant to the Processing in question.
- 2.3 References to statutes or statutory provisions include references to any orders or regulations made thereunder and references to any statute, provision, order or regulation include references to that statute, provision, order or regulation as amended, modified, re-enacted or replaced before the date hereof (subject as otherwise expressly provided herein) and to any previous statute, statutory provision, order or regulation amended, modified, re-enacted or replaced by such statute, provision, order or regulation.

3 Authority and Roles

- 3.1 With respect to the parties' rights and obligations under this Data Processing Schedule and the Agreement (to the extent they relate to Personal Data), the parties agree that the Authority is the Controller and that it authorises the Supplier to Process the Personal Information during the term of the Agreement as the Processor.
- 3.2 A description of the nature and purpose of the Processing carried out by the Supplier under the Agreement, and the type of Personal Data and categories of Data Subjects contained in the Personal Information is set out in Appendix 1 to this Data Processing Schedule, and Supplier shall keep this information up-to-date while the Agreement is in force.
- 3.3 Where under this Data Processing Schedule the Authority's consent is required before the Supplier is permitted to do a particular act or thing, unless expressly provided otherwise, the Authority shall be entitled to give or withhold consent or make consent subject to conditions at its sole discretion.
- 3.4 The parties acknowledge that if the Supplier infringes the terms of this Data Processing Schedule and the Data Protection Legislation by determining the purposes and means of Processing, the Supplier shall be considered to be a Controller in respect of that Processing.

4 Compliance and processing

- 4.1 The Supplier shall, and shall procure that any Sub-Processor shall:
- 4.1.1 comply with its obligations under the Data Protection Legislation and this Data Processing Schedule;
 - 4.1.2 only process the Personal Information for the limited purposes of performing its obligations as a Processor under the Agreement;
 - 4.1.3 process the Personal Information only in accordance with the documented instructions of the Authority on its own behalf and on behalf of the relevant member(s) of its Group who is/are the Controller(s) from time to time (including for the avoidance of doubt the instructions as are set out in this Data Processing Schedule provided always that if the Supplier is required by Applicable Law to Process the Personal Information for any purpose it will inform the Authority of that legal requirement before carrying out any such Processing, unless the Applicable Law prohibits the same on grounds of public interest;
 - 4.1.4 keep the Personal Information secret and confidential in accordance with the terms of this Data Processing Schedule; and

4.1.5 without prejudice to paragraph 4.1.3, ensure that Personal Information will be used solely for the purposes of providing, and to the extent required to provide, the Deliverables.

4.2 The Supplier shall immediately inform the Authority in writing if, in its opinion, an instruction from the Authority infringes the Data Protection Legislation.

4.3 The Supplier shall conduct data protection impact assessments of any Processing operations and consult with the Regulator, Data Subjects and their representatives in respect of the same.

5 Supplier Personnel

5.1 The Supplier shall take reasonable steps to ensure the reliability of any Supplier Personnel who have access to any Personal Information, and ensure that the Personal Information shall only be accessible by Supplier Personnel:

5.1.1 to the extent necessary to properly perform their duties in relation to the Deliverables;

5.1.2 who are informed of its confidential nature and the security procedures relating to it, and who are contractually bound to maintain its confidentiality; and

5.1.3 who are appropriately reliable, qualified and trained.

6 Security of processing

6.1 The Supplier shall implement (and assist the Authority to implement) appropriate technical and organisational measures:

6.1.1 in such a manner that Processing will meet the requirements of the Data Protection Legislation and ensure the protection of the rights of the Data Subject; and

6.1.2 in relation to the Processing to ensure a level of security appropriate to the risk (taking into account the nature, scope, context and purposes of Processing the Personal Information), including by (as appropriate):

(a) pseudonymising and encrypting Personal Information and ensuring the ongoing confidentiality, integrity, availability and resilience of Processing systems and services;

(b) being able to restore the availability and access to Personal Information in a timely manner in the event of a physical or technical incident;

(c) regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing (and having a suitable process to do so); and

(d) when assessing the appropriate level of security for such Personal Information the Supplier shall take into account the risks that are presented by Processing, in particular from a Data Breach.

6.2 The Supplier shall allow for and contribute to any and all supplier assurance reviews of the type and frequency deemed appropriate to the Authority due to the overall risk the Supplier (including any of its affiliates and/or Sub-Processors) poses, or is likely to pose, to the Authority Premises, systems or information.

6.3 The Supplier shall work with the Authority business relationship manager for the purpose of minimising risks identified as a result of the supplier assurance review and provide any necessary supporting evidence such as but not limited to, ISO certification documents, penetration test results, and access reports.

7 Assisting with requests from Data Subjects

7.1 The Supplier shall assist the Authority in fulfilling its obligations to respond to requests for exercising the rights of the Data Subject under the Data Protection Legislation, including but not limited to:

7.1.1 responding to requests for exercising Data Subjects' Rights (defined below) under Data Protection Legislation by implementing appropriate technical and organisational measures to enable such assistance;

- 7.1.2 conducting privacy impact assessments of any Processing operations and consulting with supervisory authorities, Data Subjects and their representatives in respect of the same.

Data Subjects' Rights shall have the following meaning in this paragraph: rights including but not limited to the right to be informed, the right to have Personal Information corrected if it is inaccurate, the right to object to certain Processing of Personal Information, the right to restrict Processing of Personal Information, the right to have Personal Information erased (commonly known as 'right to be forgotten'), the right to request access to Personal Information, the right to move, copy or transfer certain Personal Information (commonly known as 'data portability'), rights in relation to automated decision making including profiling, and the right to complain to the Regulator about infringements of the Data Protection Legislation and for the avoidance of doubt in cases where a Data Subject has engaged the right to have Personal Information erased under the Data Protection Legislation, the Supplier acknowledges and agrees that merely putting beyond use the Personal Data or suppressing the same will not amount to erasure so as to enable it to comply with this paragraph 7.1.

8 Data breaches

- 8.1 The Supplier shall notify the Authority, without undue delay (and in any event within 24 hours or by 5pm on the next Working Day), if it becomes aware of a Data Breach, or any unauthorised or unlawful Processing of the Personal Information and, together with such notice, provide a written description of:

- 8.1.1 the nature of, and facts relating to, the Data Breach together (where possible) with categories and approximate numbers of the Data Subjects and Personal Information records concerned;
- 8.1.2 the name and contact details of the data protection officer or other contact point at the Supplier (or the relevant Sub-Processor) where more information can be obtained;
- 8.1.3 the likely consequences of the Data Breach; and
- 8.1.4 measures taken or proposed to be taken to address the Data Breach including any measures to mitigate any possible adverse effects,

in each case taking into account the nature of the Processing and the information available to the Supplier, and where and in so far as it is not possible to provide all the relevant information at the same time, the information may be provided in phases without undue further delay, but the Supplier (and Sub-Processors, as applicable) may not delay notification under this paragraph 8.1 on the basis that an investigation is incomplete or ongoing.

- 8.2 The Supplier shall assist the Authority in fulfilling its obligations to respond to Data Breaches under the Data Protection Legislation, including but not limited to:

- 8.2.1 (without prejudice to paragraph 8.1) documenting any Data Breach (including the facts relating to the Data Breach, their effects and the remedial action taken) and reporting any Data Breach to the Regulator and/or Data Subjects, including by taking into account the information available to the Supplier; and
- 8.2.2 (without prejudice to paragraph 8.1) taking measures to address Data Breaches, including, where appropriate, measures to mitigate their possible adverse effects.

9 General assistance with other aspects of the Data Protection Legislation

- 9.1 The Supplier shall promptly provide to the Authority with such assistance as the Authority may from time to time reasonably require to enable it to comply with its security, breach notification, impact assessment, prior consultation, record keeping and audit responsibilities under the Data Protection Legislation.
- 9.2 The Supplier shall at the option of the Authority, securely delete or return to the Authority, all Personal Information in accordance with paragraph 16.1 at any time at the written request of the Authority (provided the Authority is acting reasonably), and securely delete any existing or remaining copies, and promptly certify (via an authorised representative) when this exercise has been completed.

10 Information provision, records and audit rights

- 10.1 The Supplier shall (and shall procure that Sub-Processors shall) at no additional cost to the Authority, maintain a written record of the Processing activities it carries out under the Agreement and the Authority's instructions relating to the Personal Information, together with:
- 10.1.1 a general description of the technical and organisational measures referred to in paragraph 6.1;
 - 10.1.2 all information necessary to demonstrate compliance with the Agreement; and
 - 10.1.3 such other records as the Authority may reasonably request and/or which the Supplier is legally obliged to keep under the Data Protection Legislation,
- and shall promptly make such information available to the Authority on request.
- 10.2 The Supplier shall grant to the Authority, by the Authority's own personnel or by an independent auditor, the right of access at all reasonable times upon reasonable notice (save in the case of emergency) to inspect and take copies from information and record of Processing activity under the Agreement and shall provide all reasonable assistance at all times for the duration of the Agreement for the purposes of allowing the Authority to obtain such information as is necessary to carry out an audit for the purpose of examining the Supplier's compliance with its obligations arising under the Agreement.
- 10.3 The Supplier shall allow for and contribute to audits, including inspections, conducted by the Regulator and provide all information necessary in response to any request from the Regulator in relation to the same, in each case which relates in whole or in part to the Personal Information.
- 10.4 The Supplier shall conduct an annual audit in respect of its Processing of the Personal Information, its compliance with the Data Protection Legislation and promptly thereafter supply the Authority with a copy of a written report in respect of the annual audit including the findings and outcomes relating to the same.

11 Communication of information to the Authority

- 11.1 The Supplier shall promptly notify the Authority if it receives:
- 11.1.1 from a Data Subject a communication relating to the exercise of that person's rights under the Data Protection Legislation in relation to the Personal Information, including their right to access the Personal Information or prevent certain Processing; or
 - 11.1.2 any complaint, request, notice, communication or penalty which relates directly or indirectly to the Processing of the Personal Information or to either party's compliance with the Data Protection Legislation (save to the extent that such notification is prohibited by the relevant Data Protection Legislation),
- and, together with such notice, shall provide a copy of any such communication, complaint, request, notice or penalty and reasonable details of the circumstances giving rise to it.

12 Regulator

- 12.1 The Supplier shall provide assistance (including information and access), as reasonably required by the Authority, regarding the obligations of the Authority to co-operate with the Regulator in the performance of its tasks.
- 12.2 The Supplier shall, to the extent permitted by Applicable Law, notify and consult with the Authority prior to co-operating directly with the Regulator and/or disclosing any information relating to the Authority or the Processing under the Agreement.

13 Transfers of Personal Information outside the United Kingdom or EEA

- 13.1 The Supplier shall not transfer Personal Information outside the United Kingdom or the European Economic Area (**EEA**) without the prior written consent of the Authority and, where the Authority consents to such transfer, the Supplier shall, where applicable and in any event prior to causing or permitting any such Processing to occur outside the United Kingdom and/or the EEA:

- 13.1.1 ensure that the Standard Contractual Clauses are entered into as between the Authority as 'data exporter' and the recipient of the Personal Information (including the Sub-Processor, as relevant) as 'data importer' and that they remain in place throughout the term of the Agreement; or
 - 13.1.2 verify that the transfer is to a recipient located within an Adequate Jurisdiction (subject to any applicable restrictions); or
 - 13.1.3 provide evidence in writing to the Authority that the recipient of the Personal Information (including the Sub-Processor, as relevant) has entered into Binding Corporate Rules which are valid in respect of Processing of Personal Information under this Data Processing Schedule and which have been approved by the European Commission and/or appropriate regulators (and the Supplier hereby warrants and undertakes to ensure that the Standard Contractual Clauses are entered into in the manner more particularly described at paragraph 13.1.1 immediately in the event that the recipient of the Personal Information is no longer entered into Binding Corporate Rules).
- 13.2 Should any of the transfer mechanisms more particularly referred to in paragraph 13.1 used by the Supplier for the purposes of transfers under this Data Processing Schedule be held to be invalid under the Data Protection Legislation or be formally described by the Regulator as no longer providing for adequate protection for Personal Data under the Data Protection Legislation, the Supplier will (at the option of the Authority):
- 13.2.1 immediately at no additional cost to the Authority put in place an alternative mechanism for transfers which has been prior Approved in writing by the Authority having regard to the Data Protection Legislation; or
 - 13.2.2 cease transfers of the Personal Information to the relevant recipient forthwith and procure that the relevant recipient immediately takes all actions as are necessary in order for the Supplier to comply with paragraph 9.2.

14 Description of Processing

- 14.1 The Supplier warrants and undertakes to use best endeavours to ensure that its description of the Processing carried out on the Personal Information as is set out in Appendix 1 to this Data Processing Schedule and as is completed in the first instance by the Supplier, is complete and accurate as at the date of the Supplier's signature of the Agreement.
- 14.2 the Authority reserves the right to review and amend the description of the Processing more particularly referred to in paragraph 14.1 at its sole discretion.

15 Engagement of another processor

- 15.1 The Supplier shall not engage another processor to process Personal Information on behalf of the Authority (a Sub-Processor) unless:
 - 15.1.1 it has obtained the Authority's prior specific written consent;
 - 15.1.2 it has carried out sufficient due diligence on the proposed Sub-Processor, and obtained sufficient guarantees that such Sub-Processor will implement appropriate technical and organisational measures in such a manner that the Processing will meet the requirements of the Data Protection Legislation and ensure the protection of the rights of the Data Subject;
 - 15.1.3 it has provided the Authority with full details of the proposed Sub-Processor and the processing it will be carrying out;
 - 15.1.4 the Authority is granted the right to inspect the facilities of the proposed Sub-Processor and/or the Supplier's due diligence (to the extent the Authority reasonably requires to confirm the security of the proposed Personal Information Processing);
 - 15.1.5 it has entered into a written agreement with such Sub-Processor on no less onerous terms as are set out in this Data Processing Schedule, except for this paragraph 15, which shall be replaced by a provision preventing that other processor from sub-contracting; and
 - 15.1.6 the written agreement referred to in paragraph 15.1.5 shall terminate automatically on expiry or termination of the Agreement (in whole or in part) for any reason.

- 15.2 The Supplier shall not be relieved of any of its obligations under the Agreement or this Data Processing Schedule by entering into any Sub-contract or otherwise delegating the performance of any part of the Deliverables, and the Supplier shall remain fully liable to the Authority for the performance of any Sub-Processor's obligations, and for its acts and omissions (as if they were the acts and omissions of the Supplier).

16 Termination

- 16.1 Following the termination or expiry of the Agreement, the Supplier shall (at the Authority's discretion) either promptly:
- 16.1.1 return to the Authority all of the Personal Information (or relevant part thereof, including all existing copies) in a format agreed by the Authority which, unless otherwise agreed, shall be a structured, commonly used and machine readable format; or
 - 16.1.2 securely delete all of the Personal Information (or relevant part thereof, including all existing copies) and certify such deletion in writing.

Appendix 1: Details of Processing of Personal Information

The Processing of the Personal Information taking place under this Agreement includes that which is set out in the following description.

Controller	The Mayor's Office for Policing and Crime, City Hall, Kamal Chunchie Way, London, E16 1ZE
Processor	*Mandatory [Supplier Address, Postcode] Data Protection Officer: [Name]
The subject matter of the Processing is:	Personal data is processed by the Supplier to secure MPS on-sites (MPS locations) - This would include (but not limited to), MPS Workshop Staff and Fleet Services, phone number, email address and job roles.
The nature and purpose of the Processing is:	MPS Workshop Staff and Fleet Services will have their name, telephone number, email and phone numbers processed by the Supplier in order to deliver the key aspects of the contract. This will include, but shall not be limited to, the following types of Processing: <ul style="list-style-type: none"> - collection; - recording;
The duration of the Processing is:	The Processing will last for the duration of the Agreement and for such period after the expiry or termination of the Agreement to allow the Supplier to comply with its legal obligations and return or delete the personal data in accordance with the Agreement.
The categories of Personal Data being Processed is	The personal data Processed by the Supplier under this Agreement relates to MPS Workshop Staff and Fleet Services that comprises the following types of personal data: Personal Data: <ul style="list-style-type: none"> • Name; • MPS warrant/ staff numbers • Contact details including address, telephone number and email address; • Authority account details • Workshop Site Address
The categories of Data Subjects include:	This section should include a list of categories of Data Subjects, for example; <ol style="list-style-type: none"> 1. Colleagues; 2. Customers; 3. Customer Representatives; 4. Agency Staff 5. Suppliers; 6. Enquiries 7. Complaints

Schedule 17 - Value for Money

1 Definitions

1.1 In this Schedule, the following expressions shall have the following meanings:

"Benchmarked Rates"	the Charges for the Benchmarked Deliverables;
"Benchmarker"	a neutral and independent third party with knowledge and experience of financial matters in relation to the Benchmarked Deliverables;
"Benchmark Review"	a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value;
"Benchmarked Deliverables"	any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule;
"Comparable Rates"	rates payable by the Comparison Group for Comparable Deliverables that can be fairly compared with the Charges;
"Comparable Deliverables "	Deliverables that are identical or materially similar to the Benchmarked Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark;
"Comparison Group"	a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations;
"Equivalent Data"	data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;
"Good Value"	that the Benchmarked Rates are within the Upper Quartile; and
"Upper Quartile"	in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables.

1.2 The Supplier acknowledges that the Authority wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Term.

1.3 This Schedule sets to ensure the Agreement represents value for money throughout and that the Authority may terminate the Agreement by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraphs 3 of this Schedule.

1.4 Amounts payable under this Schedule shall not fall with the definition of Charges.

2 Benchmarking

2.1 How benchmarking works

2.1.1 The Authority may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.

2.1.2 The Authority shall not be entitled to request a Benchmark Review during the first six (6) month period from the Commencement Date or at intervals of less than twelve (12) months after any previous Benchmark Review.

- 2.1.3 The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.
- 2.1.4 The Deliverables that are to be the Benchmarked Deliverables will be identified by the Authority in writing.
- 2.1.5 Upon its request for a Benchmark Review the Authority shall nominate a Benchmarker. The Supplier must Approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Authority may propose an alternative Benchmarker. If the parties cannot agree the appointment within twenty (20) Working Days of the initial request for Benchmark review then a Benchmarker shall be selected by the Chartered Institute of Financial Accountants.
- 2.1.6 The cost of a Benchmarker shall be borne by the Authority (provided that each party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Deliverables and/or the Benchmarked Deliverables are not Good Value, in which case the parties shall share the cost of the Benchmarker in such proportions as the parties agree (acting reasonably). Invoices by the Benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Authority.

2.2 Benchmarking Process

- 2.2.1 The Benchmarker shall produce and send to the Authority, for Approval, a draft plan for the Benchmark Review which must include:
- (a) a proposed cost and timetable for the Benchmark Review;
 - (b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
 - (c) a description of how the Benchmarker will scope and identify the Comparison Group.
- 2.2.2 The Benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.
- 2.2.3 The Authority must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the Benchmarker and the Supplier whether it Approves the draft plan, or, if it does not Approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the Benchmarker must produce an amended draft plan and this Paragraph 2.2.3 shall apply to any amended draft plan.
- 2.2.4 Once both parties have Approved the draft plan then they will notify the Benchmarker. No party may unreasonably withhold or delay its Approval of the draft plan.
- 2.2.5 Once it has received the Approval of the draft plan, the Benchmarker shall:
- (a) (finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Benchmarker's professional judgment using:
 - (i) market intelligence;
 - (ii) the Benchmarker's own data and experience;
 - (iii) relevant published information; and
 - (iv) pursuant to Paragraph 2.2.7 below, information from other suppliers or purchasers on Comparable Rates;
 - (b) by applying the adjustment factors listed in Paragraph 2.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;

- (c) using the Equivalent Data, calculate the Upper Quartile;
 - (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
- 2.2.6 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the Benchmarker in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.
- 2.2.7 In carrying out the benchmarking analysis the Benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:
- (a) the Agreement terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
 - (b) exchange rates;
 - (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

2.3 Benchmarking Report

- 2.3.1 For the purposes of this Schedule "Benchmarking Report" shall mean the report produced by the Benchmarker following the Benchmark Review and as further described in this Schedule;
- 2.3.2 The Benchmarker shall prepare a Benchmarking Report and deliver it to the Authority, at the time specified in the plan Approved pursuant to Paragraph 2.2.3, setting out its findings. Those findings shall be required to:
- (a) include a finding as to whether or not a Benchmarked Deliverables and/or whether the Benchmarked Deliverables as a whole are, Good Value;
 - (b) if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Deliverables or the Benchmarked Deliverables as a whole Good Value; and
 - (c) include sufficient detail and transparency so that the Authority can interpret and understand how the Benchmarker has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.

The parties agree that any changes required to this Agreement identified in the Benchmarking Report shall be implemented at the direction of the Authority in accordance with clause 36 (*Contract Change*).

Policy 1: Security Policy

PART 1 – STANDARD SECURITY

1 Definitions

In this Schedule, the following definitions shall apply:

“Authority Assets”	documents, information, items and materials in any form (whether owned by the Authority or a third party), which are provided by the Authority to the Supplier in connection with the Deliverables, any specially written material, the Authority infrastructure and any other data, software, assets, equipment or other property owned by the Authority and/or is or may be used in connection with the provision or receipt of the Deliverables;
“Authority Data”	as defined in the Data Processing Schedule ;
"Authority Security Requirements"	as set out in Annex 1 (including vetting);
"Breach(es) of Security"	<p>the occurrence of:</p> <ul style="list-style-type: none"> (a) Data Breach (as defined in the Data Processing Schedule); (b) any unauthorised access to or use of the Deliverables, the Authority Premises, the Authority Assets, the Supplier system, the Authority system (to the extent that it is under the control of the Supplier) and/or any IT, information or data (including the Confidential Information) used by the Authority and/or the Supplier in connection with this Agreement; and/or (c) any unauthorised access to or use of the Sites relating to or connected with the provision of the Deliverables; (d) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information), including any copies of such information or data, used by the Authority and/or the Supplier in connection with this Agreement, <p>in either case as may be more particularly set out in the Security requirements in the Specification and the Authority Security Requirements;</p>
“Confidential Information”	<p>all confidential information (however recorded or preserved) disclosed by a party or its representatives to the other party and that party's representatives in connection with this Agreement, including but not limited to:</p> <ul style="list-style-type: none"> (a) any Authority government security classified information; (b) any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, Authority's, suppliers or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party; (c) any Authority Data (as defined in the Data Protection Schedule) relating to the Authority including information developed by the parties in the course of carrying out this Agreement; (d) any Personal Data (as defined in the Data Processing Schedule); (e) any Sensitive Data (as defined below);
"Controller", "Process", "Processed", "Processing", and "Processor"	as defined in the Data Processing Schedule;
"ISMS"	the information security management system;
“ISMM”	the information security management meeting;

"Risk Management Board" or "RMB"	or equivalent board as set out in the Governance Schedule;
"Security Audits"	the review, assessments and tests to validate the effectiveness of specific areas defined in a scope document outlining the areas of interest and to which the tests will be applied. Areas could include for example, the organisation of information security, the effectiveness of the governance over information security and information technology and delivery of It services, the ISMS and security of all relevant processes, systems, and assets, the effectiveness of information security controls and those information technology functions and processes important for security, and all measures, plans, patches to vulnerabilities and mitigations to Breaches of Security; and
"Sensitive Data"	for the purposes of this Agreement, is any data which the Authority considers to be sensitive and includes, without limitation: (a) information about officers and staff; (b) information about victims, witnesses, suspects; (c) anything that might compromise the Authority's operations; (d) anything that might compromise evidence or the Criminal Justice Process; (e) criminal intelligence; and (f) any information deemed 'sensitive' within the definition of sensitive personal information in the Data Protection Act 2018.

2 General

- 2.1 The Supplier shall ensure the discharge and performance of the Deliverables is in accordance with Applicable Laws and this Agreement.
- 2.2 The Supplier shall in the performance of the Deliverables and discharge of its duties as a minimum demonstrate Good Industry Practice.
- 2.3 The Supplier shall in the performance of the Deliverables and discharge of its duties, comply with the Authority Security Requirements.
- 2.4 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems (*this is also referred to as the "Security & Cyber Policy" in Part 2*). The Supplier shall notify the Authority of all material changes to such security policy and shall, within five (5) Working Days of the Authority's request, provide to the Authority a copy of such security policy. The Supplier shall provide such input and assistance as the Authority may reasonably require to enable the Authority to develop the Authority's security policies.
- 2.5 The Supplier shall use as a minimum Good Industry Practice in the design, development, transition into production and the operation of any system (to the extent that it is within the control of the Supplier) holding, transferring or processing Authority Data and any system (to the extent that it is within the control of the Supplier) that could directly or indirectly have an impact on that information, and shall ensure that Authority Data remains under the effective control of the Supplier at all times.
- 2.6 In providing the Deliverables, the Supplier shall procure that its employees, agents and/or representatives shall (as may also be as identified and/or directed by the Authority):
 - 2.6.1 ensure that any computer systems, hardware and/or software that it or any of its employees, agents and/or representatives uses and/or supplies to the Authority are free from corrupt information, viruses, worms and any other computer programmes which might cause harm or disruption to the Supplier's and/or the Authority's computer systems; and
 - 2.6.2 comply with all IT security measures such as back-up, virus checking procedures, etc, including, but not limited to, those relating to the use of personal computer systems, hardware and/or software by the Supplier's employees, agents and/or representatives.
- 2.7 The Supplier warrants that all hardware and/or software supplied by or on behalf of the Supplier or to which the Authority is granted access to in relation to this Agreement:

- 2.7.1 have been obtained from a reputable and reliable software developer and not through any interest group or multi-organisational software sharing scheme; and
- 2.7.2 will comply with and function substantially in accordance with their related user documentation.
- 2.8 The Supplier shall grant to the Authority and its authorised agents, all reasonable access to the records (together with the right to make copies), and to its premises and Sites (and the Supplier hereby irrevocably licenses the Authority, its employees and agents to enter any such premises for such purpose), and to its staff and shall provide all purposes of carrying out an audit to ensure the Supplier's compliance with this Agreement including all activities, charges, performance and security measures in connection therewith.
- 2.9 The Authority and its agents shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier save insofar as the Supplier accepts and acknowledge that control over the conduct of audits carried out by the Audit Commission or the National Audit Office is outside the control of the Authority.
- 2.10 Where misconfigurations, weaknesses, breaches, failures, issues, vulnerabilities or other nonconformity or failure, affecting the security of the Deliverables or its information assets, in the information security management system or the information technology processes, and technologies and services come to light, the Supplier will notify the Authority and undertake through the ISMS a root cause analysis. The results of the root cause analysis and recommendations and proposed preventive and corrective actions will be raised at the ISMM or directly with the Authority for progression and action.
- 2.11 The Authority and the Supplier acknowledge that information security risks are shared between the parties and that:
 - 2.11.1 a compromise of either the Supplier or the Authority's security provisions represents an unacceptable risk to the Authority requiring immediate communication and co-operation between the parties; and
 - 2.11.2 the Supplier shall notify the Authority immediately upon becoming aware of any compromise of the Supplier or the Authority's security provisions.
- 2.12 The Supplier shall indemnify, keep indemnified and hold the Authority harmless against any and all losses, damages, costs, claims, proceedings, or expenses sustained or incurred directly or indirectly by the Authority as a result of the Supplier's breach of any of the security warranties set out in this Agreement.

3 Confidential Information

- 3.1 In order to ensure that no unauthorised person gains access to any Confidential Information, Authority Premises or Authority Assets obtained in the delivery of this Agreement the Supplier undertakes to maintain adequate security arrangements with all due skill, care and diligence and in accordance with Good Industry Practice.
- 3.2 The Supplier will immediately notify the Authority in writing of any breach or loss of Confidential information in relation to this Agreement and will keep a record of all such breaches.
- 3.3 Where there is an actual or potential breach or loss of Confidential Information, the Supplier shall inform the Authority as soon as practical upon detection (and in any case within 24 hours). The Authority shall be responsible for liaison with, and reporting to, the Information Commissioners Office if required.
- 3.4 Where the Breach of Security relates to the compromise of Confidential Information processed within an IT system, the Supplier will use its best endeavours to recover such Confidential Information however it may be recorded. The Supplier will also use its best endeavours to recover such Confidential Information where compromised, which is managed manually (i.e. 'paper-based' etc).
- 3.5 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in this Schedule which are, or may result in, a breach or loss of Confidential Information, the Supplier shall immediately activate its incident response team and take all reasonable steps (which shall include any action or changes reasonably required by the Authority) necessary to:

- 3.5.1 minimise the extent of actual or potential harm caused by any such breach or loss of Confidential Information;
 - 3.5.2 remedy such breach to the extent possible and protect the confidentiality, integrity and availability of the Supplier's systems any Authority Assets and Confidential Information processed to the extent within its control;
 - 3.5.3 activate any Business Continuity or Contingency Plan to minimise the impact to the delivery of any core services to the Authority;
 - 3.5.4 supply any requested data to the Authority or to any Government or Regulatory body on the Authority's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise).
 - 3.5.5 apply a tested mitigation against any such loss or breach or attempted breach Confidential Information and, provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to deliver the Deliverables so as to meet target performance levels (including KPIs), the Supplier shall be granted relief against any resultant under-performance for such period as the Authority, acting reasonably, may specify by written notice to the Supplier;
- 3.6 Subsequent to the initial breach notification issued by the Supplier to the Authority (in accordance with Paragraph 2.3), as soon as reasonably practicable the Supplier shall:
- 3.6.1 provide to the Authority full details (using the defined reporting mechanism) of the breach or loss of Confidential Information or attempted breach, including a root cause analysis and any remedial action plans where required by the Authority; and
 - 3.6.2 apply organisational learning and awareness training to prevent a further breach of Confidential Information or attempted breach of Confidential information in the future exploiting the same root cause failure.
- 3.7 The Supplier will co-operate with the Authority in any investigation that the Authority considers necessary to undertake as a result of any breach of Confidential Information.
- 3.8 The Supplier shall, at its own expense, alter any security systems' measures at any time whilst this Agreement is in force at the Authority's request if the Authority believes the Supplier has failed to comply with this Paragraph 3.

4 Risk management and processes

- 4.1 The Authority manages the security of its business activities through a process of risk management and this process defines the necessary security requirements. The Supplier must:
- 4.1.1 bring to the attention of the Authority any developments (i.e. incidents) likely to give rise to risk to the business of the Authority as a result of the provision of Deliverables;
 - 4.1.2 ensure that they maintain the confidentiality, integrity and (where relevant) availability of any Authority Assets, Confidential Information and Authority Premises (i.e. information, equipment, premises, etc), which forms part of the provision of Deliverables to which the Supplier's representatives have access;
 - 4.1.3 implement appropriate security and business continuity arrangements (as agreed with the Authority) in order to protect the Authority assets and to guarantee service delivery schedules are met;
 - 4.1.4 assign a designated security contact (to be referred to as the "**Designated Security Co-ordinator**" (or "**DSC**")) for the provision of Deliverables who will have overall responsibility for security. If the DSC assigned is not at Board level alternatively there must be a member of the Board to whom representation of the Authority security implications relating to the provision of the Deliverables can be directed.
 - 4.1.5 The DSC must be able to demonstrate an appreciation of security and be able to promote/foster a good security culture where it relates to the management of this Agreement. Where deemed appropriate, the Authority may require that the individual (and any other relevant employees) to attend agreed security awareness training, which

will be at the expense of the Supplier. Where the Supplier deems it relevant, the DSC may assign a Single Point of Contact (“**SPOC**”) for the responsibility of the day-to-day security management. However, the SPOC must report to the DSC;

- 4.1.6 ensure no asset relating to the provision/use of Deliverables is disclosed to a third party without the prior written consent of the Authority;
- 4.1.7 advise the Authority immediately of any potential and/or actual security incidents that may directly and/or indirectly affect the secure delivery of the provision of Deliverables ;
- 4.1.8 agree to their Sites, operations, policies, procedures and security arrangements used in connection with the delivery of the provision of Deliverables, being subject to audit and inspection by the Authority and/or its representatives, at any time during the term of the Agreement;
- 4.1.9 where it is identified as a requirement, give Authority auditors appropriate access to systems which may have been used as part of the delivery of the provision of Deliverables to enable them to carry out their audit responsibilities;
- 4.1.10 where there is a requirement for such access to be 'on-line', the Supplier shall work with the Authority to ensure it is able to implement an acceptable way of achieving this;
- 4.1.11 ensure that no information is copied from an Authority computer system or Authority Asset into a Supplier's computer system without the prior written consent of the Authority; and
- 4.1.12 agree that the Supplier shall have no access to work orders or payment information once a work order has been successfully completed and payment received.

5 Amendment and revisions to the Security Policy, ISMS and Security Management Plan

- 5.1 The Information Security Policy, ISMS and Security Management Plan shall be fully reviewed by the Supplier at least annually in relation to:
 - 5.1.1 emerging changes in Good Industry Practice;
 - 5.1.2 any change or proposed change to the ICT Environment (impacting delivery of the Deliverables by the Supplier including any security aspects thereof), the Deliverables and/or associated processes;
 - 5.1.3 any new perceived or changed security threats; and
 - 5.1.4 change in requirement requested by the Authority.
- 5.2 The Supplier shall provide the Authority with written confirmation that an annual review has been conducted, the results of such review as a document as soon as reasonably practicable after completion and any amendments required and the timeline for doing so. The results of the review shall include a schedule for the review of all standing documents which underpin or are referenced by the Information Security Policy, ISMS and Security Management Plan, and a review of all relevant security documents, policies and procedures;
 - 5.2.1 suggested improvements to the effectiveness of the Information Security Policy and the ISMS;
 - 5.2.2 updates to the risk assessments, the residual risk scores and levels;
 - 5.2.3 proposed modifications to respond to events that may impact on the ISMS including the security incident management process, incident response plans and general procedures and controls that affect information security; and
 - 5.2.4 suggested improvements in measuring the effectiveness of controls.
- 5.3 Any change which the Supplier proposes to make to the Information Security Policy, ISMS and/or Security Management Plan pursuant to Paragraph 5.2, an Authority request, a change to the Specification or otherwise shall be subject to the Change Control Procedure and shall not be implemented until approved in writing by the Authority.

- 5.4 The Authority may, where it is reasonable to do so, approve and require changes or amendments to the Information Security Policy, ISMS or Security Management Plan to be implemented on timescales faster than set out in the Change Control Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Change Control Procedure for the purposes of formalising and documenting the relevant change or amendment for the purposes of this Agreement.

6 Breach of Security

- 6.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any Breach of Security or concerted attempted Breach of Security.

- 6.2 Without prejudice to the security incident management process, and the requirement for breach or attempted breach of Confidential information as set out in Paragraph 2 of this Schedule) upon becoming aware of any of the circumstances referred to in this Schedule which are, or may result in, a Breach of Security, the Supplier shall:

6.2.1 as soon as reasonably practicable provide to the Authority full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Authority.

6.2.2 immediately activate its incident response team and take all reasonable steps (which shall include any action or changes reasonably required by the Authority) necessary to:

- (a) minimise the extent of actual or potential harm caused by any Breach of Security;
- (b) remedy such Breach of Security to the extent possible and protect the confidentiality, integrity and availability of the Supplier's IT environment, Sites, Authority Assets, Authority Premises and Authority Data to the extent within its control against any such Breach of Security or attempted Breach of Security;
- (c) apply a tested mitigation against any such Breach of Security or attempted Breach of Security;
- (d) activate and comply with the Business Continuity and Disaster Recovery Plan Schedule to minimise the impact to the delivery of any core services to the Authority; and
- (e) supply any requested data to the Authority and/or to any Government or regulatory body and/or the Computer Emergency Response Team for UK Government ("**GovCertUK**") on the Authority's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and
- (f) prevent a further Breach of Security or attempted Breach of Security in the future exploiting the same root cause failure – including apply organisational learning and awareness training;

- 6.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the ISMS with the Authority Security Requirements or other security requirements (such as those set out in Specification) or the requirements of this Schedule, then any required change to the ISMS shall be at no cost to the Authority.

- 6.4 Subsequent to the initial breach notification, as soon as reasonably practicable the Supplier shall provide to the Authority full details (using the defined reporting mechanism of the Breach of Security or attempted Breach of Security, including a root cause analysis and any remedial action plans where required by the Authority.

- 6.5 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance with the Authority Security Requirements or the security requirements of this Schedule, then any required change in order to comply and/or as requested by the Authority to the Supplier's processes shall be at no cost to the Authority.

- 6.6 Where any part of the Deliverables are Sub-contracted, the Supplier shall ensure these same security clauses (as set out in this Schedule) apply to those Sub-contracts and are complied with by all of the Supplier's Sub-contractors.

7 Vulnerabilities and corrective action – General

- 7.1 The Authority and the Supplier acknowledge that personnel, procedural, physical, and ICT vulnerabilities, including application software, operating software, firmware, system configuration and application configuration vulnerabilities may place the Authority Data and Deliverables at risk.
- 7.2 The Supplier shall continuously and actively identify, assess, manage and mitigate the risks posed by personnel, procedural, physical and ICT vulnerabilities in the delivery, support and coordination of the Deliverables.
- 7.3 The Supplier shall ensure its vulnerability management policy shall be consistent with the Authority's vulnerability management policy (as notified to the Supplier by the Authority) and with the Security Management Plan.

8 Statutory compliance

- 8.1 In addition to any other requirements in this Agreement and/or as outlined within other associated documentation (e.g. the Statement of Requirements document, etc.), the Supplier must comply with Applicable Law – in particular the provisions of (but not limited to) the:
- 8.1.1 Computer Misuse Act 1990;
 - 8.1.2 Copyright, Designs and Patents Act 1988;
 - 8.1.3 Data Protection Act 2018;
 - 8.1.4 The Serious Crime Act 2015;
 - 8.1.5 The Police and Justice Act 2006;
 - 8.1.6 Freedom of Information Act 2000; and
 - 8.1.7 Official Secrets Act 1911 and 1989.

9 Miscellaneous

- 9.1 The references to standards, guidance and policies set out in this Schedule shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 9.2 In the event that the Supplier becomes aware of any inconsistency in the provisions of the terms, standards, guidance and policies set out or referred to in this Schedule, the Supplier shall immediately notify the Authority Representative of such inconsistency and the Authority Representative shall, as soon as practicable, determine and notify the Supplier which provisions Supplier shall comply with.

PART 2 – DATA AND CYBER SECURITY

1 Data Protection General

- 1.1 The Supplier shall comply with and shall ensure that all Sub-contractors comply the following technical and organisational measures.
- 1.2 The Supplier shall provide the Authority with copies of its physical security and data security policies (together the "**Security & Cyber Policy**") for review, which shall contain an analysis of the processing to be undertaken and a discussion of the appropriate technical and organisational measures conducted in accordance with Article 32 of UK GDPR.
- 1.3 Where the Authority reasonably considers that the Security & Cyber Policy does not meet industry standards taking into account their application for the Authority, it may notify the Supplier and the Supplier shall make such reasonable changes to the Security and Cyber policy as required by the Authority.
- 1.4 With respect to implementing technical and organisational measures to secure processing the Security & Cyber Policy shall consider the following and implement, without limitation, as required:
 - 1.4.1 the pseudonymisation and encryption of personal data;
 - 1.4.2 the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - 1.4.3 the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
 - 1.4.4 a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
 - 1.4.5 a security and cyber awareness training programme;
 - 1.4.6 controls in place to detect any security incident;
 - 1.4.7 details of vetting procedures on all personnel who have access to the data;
 - 1.4.8 procedures to be followed in the event of a breach of the Security & Cyber Policy;
 - 1.4.9 a security incident management plan;
 - 1.4.10 a disaster recovery and business continuity plan;
 - 1.4.11 notification protocols for notice to the Authority of any incidents;
 - 1.4.12 encryption controls for protecting the data, in line with its security classification, when being stored processed or transported;
 - 1.4.13 physical and logical access controls;
 - 1.4.14 safeguards for systems to prevent and protect from vulnerabilities and malware;
 - 1.4.15 anti-virus software, other security and cyber software controls (such as firewalls, anti-malware, intrusion detection);
 - 1.4.16 a table-top data security incident rehearsal plan including any third parties necessary that could be anticipated to participate in such rehearsal;
 - 1.4.17 regular security and cyber penetration testing policy;
 - 1.4.18 a programme and controls for testing and applying all software and hardware upgrades recommended by the publisher/manufacturer for security; and
 - 1.4.19 software and system development and testing controls designed to ensure security.
- 1.5 Prior to the commencement of any processing of Authority Data, the Supplier shall provide the Authority with a certificate confirming that that it has considered and implemented appropriate all of

the technical and organisational measures to ensure the security of the processing conducted and has implemented the Security & Cyber Policy.

- 1.6 The Supplier shall maintain a widely recognised organisational security certification awarded by an independent third party after assessment commensurate with the risks associated with the data processing undertaken. Prior to conducting any processing hereunder (and annually thereafter) the Supplier shall provide the Authority with proof of its on-going maintenance of such security certified status.
- 1.7 The Supplier shall ensure that all of its Sub-contractors, employees, directors and consultants or any third party with any access to the data processed hereunder shall execute a confidentiality agreement protecting the confidentiality of the data processed and containing an agreement not to access or process any data unless specifically instructed and authorised by the Authority to do so.
- 1.8 The Supplier's DSC shall be primarily responsible for the implementation and compliance with the Security & Cyber Policy the DSC shall be available to the Authority for the evaluation of the Security & Cyber Policy and the resolution of any issues identified thereunder.
- 1.9 At any time during the Agreement the Authority may audit the Supplier's compliance with the Security & Cyber Policy. At its own cost, the Supplier shall provide the Authority with:
 - 1.9.1 all support required to conduct the audit;
 - 1.9.2 a written plan to rectify any discrepancy discovered as a result of the audit; and
 - 1.9.3 carry out such rectifications within the time periods identified in the plan and approved by the Authority
- 1.10 No less than annually and at its own cost, the Supplier shall update their Security & Cyber Policy to reflect the state of the art and conduct a refresh of all elements thereunder. The Supplier shall provide the Authority with an opportunity to comment during the annual review of the Security & Cyber Policy. The Supplier shall update and provide the Authority with the revised Security & Cyber Policy and implement any new measures in accordance with a plan provided to the Authority.

PART 3 – PERSONNEL AND ESTATE SECURITY

1 Personnel and Estate Security

- 1.1 The Supplier must:
- 1.1.1 ensure all persons requiring access to any assets for the provision of Deliverables are authorised to do so by the DSC following consultation (where relevant) with the Authority Representative. The Supplier must keep records of all persons (including agents and/or sub-suppliers) who have been authorised;
 - 1.1.2 ensure in line with Good Industry Practice, that all persons engaged on any part of the provision of Deliverables are subjected to Employment Checks, which are regularly reviewed;
 - 1.1.3 ensure that the Supplier Security Controller (SC) and any appointed Single Point of Contact (SPOC) ensure that they and all personnel involved in the delivery of the Supplier's service will be formally security cleared by the Authority prior to any access being granted to the Authority's assets, the Authority Premises and otherwise engaged on any aspect of the contract. The minimum level of security clearance that is required to access the Authority Premises and have access to Authority data and information assets is:
 - (a) a National Security Vetting clearance at Counter Terrorism Check (CTC level) and a Non-Police Personnel Vetting (NPPV) clearance at Level Two (2).
 - 1.1.4 where the Agreement specification, as defined by the Authority, requires enhanced levels of security clearance beyond the default in Paragraph 1.1.3 these will be;
 - (a) a National Security Vetting clearance at Security Check (SC) level and a Non-Police Personnel Vetting (NPPV) clearance at Level Three (3); and/or
 - (b) a National Security Vetting clearance at Developed Vetting (DV) level and a Non-Police Personnel Vetting (NPPV) clearance at Level Three (3);
 - 1.1.5 ensure that the DSC ensures that all security clearance applications (whether issued on application forms or via Authority vetting application portals or otherwise) are provided to the Authority free of errors and omissions as far as is reasonably practicable and that they are provided within the timescales as advised by the Authority. The Authority will return security clearance applications to the DSC where the information provided by the DSC is incomplete, incorrect or where supporting documentary evidence does not meet the requirements as notified to the Supplier and DSC by the Authority;
 - 1.1.6 ensure that the DSC maintains an auditable security clearance record of all persons (including agents and/or sub-suppliers) under the Agreement in a format as provided by the Authority. The DSC will provide this information to the Authority on a monthly basis for the duration of the Agreement. This record will include all agents, sub-suppliers, specialists etc, employed under the Agreement by the Supplier;
 - 1.1.7 ensure that the DSC will ensure that the personal circumstances of the employees, agents and sub-suppliers employed by the Supplier are subject to system and processes which will identify and then immediately report to the Authority any significant changes in the circumstances of individuals, where such a change may affect the ongoing provision of security clearance e.g. change of name, marriage, divorce, financial difficulties, arrest by enforcement authorities of themselves or close relatives, etc. A decision on whether to suspend or revoke the individual's security clearance will be made by the Authority, with the DSC duly informed thereafter;
 - 1.1.8 ensure that the Authority are notified immediately by the DSC of any employee, agent or sub-supplier who stops working on the contracted Deliverables at any time to ensure that security clearance is cancelled or where the individual's role has changed requiring the Authority to review the vetting status of the individual;
 - 1.1.9 ensure retrieval of cards;

- 1.1.10 ensure that only those employees, agents and sub-suppliers directly engaged on the delivery of the Deliverables are selected by the DSC for the security clearance process by the Authority and that over-vetting, as determined by the Authority, does not occur;
- 1.1.11 remove any persons without delay from working on or in relation to the contracted Services, if in the opinion of the Authority, any persons/Supplier representative engaged in the provision of the contracted Deliverables has misconducted themselves, or if it is not in the public interest for such persons to be employed or engaged by the Supplier on any part of the provision of contracted Deliverables;
- 1.1.12 immediately remove all access rights, and actual access, granted to such persons if the Authority chooses to suspend or terminate authorisation for specific member(s) of the Supplier Personnel to access Authority Data Assets and provide prompt confirmation of the same to the Authority;
- 1.1.13 ensure sufficient persons, who are adequately trained, are appropriately certified and security cleared to the correct level by the Authority for their respective roles, are available at all times to ensure the resilience of the Deliverables and ensure that the use of Authority Identity and access passes with visitor escorting rights are not required to facilitate and support contract activities save for where specifically authorised by the Authority in accordance with the remainder of this Paragraph:
- (a) the Authority may, at its discretion, provide 'Allowed to Escort' access passes for specified individuals engaged by the Supplier while serving the Agreement for particular purposes on application to the Authority by the DSC. For example,, Allowed to Escort access passes may be provided to facilitate the entry to the Authority Premises of un-cleared individuals where a one-off business critical activity must be completed which either cannot be delivered by the security cleared resources available to the Supplier at the time of the need arising or which shall be deemed by the Authority to have not been reasonably foreseeable. Any Allowed to Escort access pass which is issued, may only be used by the individual specified and strictly in accordance with the purposes for which it was provided;
 - (b) the Supplier shall not allow escorting of visitors or other contractors where this could circumvent Authority security clearance policy in relation to access to the Authority Premises, Authority Assets or other information, including, without limitation, regular escorting of individuals who would otherwise be the subject of the Authority security clearance process, escorting of persons currently undergoing security clearance and escorting of persons who are under training by the Supplier have been refused clearance or the subject of an appeal against a vetting refusal;
 - (c) the issue and use of 'Allowed to Escort' access passes is strictly controlled and monitored and is subject to audit by the Authority. It is the responsibility of the Supplier to record the details of all instances where an 'Allowed to Escort' access pass has been used to facilitate access to the Authority Premises by non-cleared individuals. This shall include the:
 - (i) date and time of the visit;
 - (ii) name of the Authority location visited;
 - (iii) purpose of the visit and the reason escorted access was required;
 - (iv) name of the Allowed to Escort access pass holder;
 - (v) name(s) of the escorted person(s) including Sub-contractor or agency supplier details; and
 - (vi) formal job or task reference;
- 1.1.14 ensure that where the Authority provides an 'Allowed to Escort' access pass and it is used to facilitate access to the Authority Premises by non-cleared individuals in any month, the DSC provides the information listed in the above Paragraph 1.1.13 (c) to the

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Authority within seven working days of the end of that month. The Authority reserves the right to withdraw 'Allowed to Escort' pass status from individuals at any time;

- 1.1.15 ensure that Authority identity and access passes that are provided to the Supplier for the purpose of entering the Authority Premises shall be returned immediately by tracked means to the Authority representative immediately in any of the following circumstances:
- (i) card expiry;
 - (ii) cancellation or suspension of Authority security clearance;
 - (iii) the holder leaving the Authority contract (in which case the pass shall be returned on the same day);
 - (iv) a change of the name of the card holder;
 - (v) as part of the replacement process of a malfunctioning card.
- 1.1.16 maintain procedures to avoid undue dependence on the experience and expertise of any individuals/Supplier representatives;
- 1.1.17 maintain definitions of all individuals/Supplier representative's security responsibilities including those responsibilities relating to individuals working on systems supporting its administrations;
- 1.1.18 maintain security procedures covering all aspects relating to the delivery of the provision of Deliverables and ensuring that all such procedures are available to all and observed by all such personnel engaged in the provision of Deliverables;
- 1.1.19 ensure that all persons/Supplier representatives working on the provision of Deliverables at the Supplier's location/s are identifiable at all times as approved individuals to be within any designated area, which have been approved by the Authority. This also includes location/s relating to any sub-suppliers', agents, specialists, etc which will form part of the provision of Deliverables;
- 1.1.20 ensure that all persons/Supplier representatives required to visit the Authority Premises as part of the provision of Deliverables are identifiable at all times by wearing and presenting an Authority-issued identity access pass;
- 1.1.21 ensure that the SC ensures that persons/Supplier representatives arrange for their personal and timely attendance at a facility designated by the Authority for the purposes of (at the Authority's discretion) the provision of an Authority Identity and access pass;
- 1.1.22 ensure that any loss of an Authority identity and access passes, including the circumstances of the loss, is reported immediately in writing to the Authority;
- 1.1.23 maintain an effective ongoing security awareness and education programme where it relates to the provision of Deliverables;
- 1.1.24 collaborate with the Authority on any security training and awareness initiatives that the Authority requires from time to time;
- 1.1.25 ensure that all applicable security administration policies, processes and procedures are made available to all relevant Supplier Personnel, subject to the required level of security clearance being attained.
- 1.1.26 ensure that all Supplier Personnel are fully aware of, and comply at all times with their security obligations set out in this Agreement and/or notified to them by the Authority from time to time.
- 1.1.27 ensure that all vehicle operatives employed by the Supplier on the Agreement comply with site delivery pre-notification protocols as advised by the Authority. Failure to comply with Authority delivery protocols will result in the refusal of permission to enter the Authority Premises. Suppliers shall instruct all employees that the Authority requires all vehicle passengers to dismount prior to entry being granted to a site and submit themselves to site-based access control protocols for pedestrian visitors;

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- 1.1.28 acknowledge that the Supplier's employees, agents, Sub-contractors, their belongings and their vehicles are subject to security search as a requirement of entry to the Authority Premises. Failure to submit to search or non-cooperation by individuals during the search process will result in the refusal of entry and be reported to the Authority for further investigation. The detection of any prohibited or offensive items will be the subject of police enforcement action;
- 1.1.29 acknowledge that vehicle borne deliveries to specified Authority properties within the Authority Premises may be subject to mandatory off-site searching arrangements which will require the Supplier to deliver to a nominated address and not the specified Authority property. The Supplier will cooperate fully with the instructions and process as notified by the Authority and adhere to specified opening times and identity requirements.

PART 4 – STATUTORY COMPLIANCE

1 Statutory compliance

1.1 In addition to any requirements outlined within other associated documentation (e.g. the Statement of Requirements document, etc.), the Supplier must comply with current legislation in particular the provisions of (but not limited to) the:

- 1.1.1 Computer Misuse Act 1990;
- 1.1.2 Copyright, Designs and Patents Act 1988;
- 1.1.3 Data Protection Act 2018;
- 1.1.4 Freedom of Information Act 2000; and
- 1.1.5 Official Secrets Act 1911 and 1989.

Appendix A: AUTHORITY SECURITY REQUIREMENTS

1 Information Classifications

- 1.1 Authority information may be classified as TOP SECRET, SECRET or OFFICIAL in line with the MPS Government Security Classification scheme ("**MPS GSC**"). Where more sensitive OFFICIAL information requires greater control it may include the caveat OFFICIAL-SENSITIVE.
- 1.2 Notwithstanding Paragraph 1 of this Appendix A of Security Policy, the Supplier acknowledges and agrees that it will from time to time come into contact with material marked under the old Government Protective Marking Scheme ("**GPMS**"). The Supplier shall, at all times, adhere to the requirements for handling, storing and disposing of any material marked as PROTECT, RESTRICTED and CONFIDENTIAL set out in the GPMS and shall treat all information in a manner commensurate with its protective marking, consulting with the Authority where necessary.
- 1.3 The Supplier shall, at all times, adhere to the requirements for handling, storing and disposing of RESTRICTED, PROTECTED, OFFICIAL, OFFICIAL-SENSITIVE and CONFIDENTIAL information ("**Protectively Marked Material**") as set out in this Annex 1 of Security Policy.
- 1.4 The Supplier shall not handle Authority information classified as SECRET, TOP SECRET except if there is a specific requirement and in this case prior to receipt of such information the Supplier shall seek additional specific guidance from the Authority.
- 1.5 If the Supplier becomes aware of any SECRET OR TOP SECRET, information on any element of the ICT Environment within its control (or which should be within its control), it shall:
 - 1.5.1 raise the presence of this information as a security incident in accordance with the relevant procedures set out in this Agreement;
 - 1.5.2 take any required immediate measures to protect the information; and
 - 1.5.3 seek the Authority's guidance on next steps to be taken with respect to such information.

2 Communication of Protectively Marked Material

- 2.1 The Supplier shall not communicate Protectively Marked Material except in accordance with this Paragraph 2 and the Security Aspects Letter as issued from time to time.
- 2.2 Where there is a conflict between this Paragraph 2 and the Security Aspects Letter the Security Aspects Letter shall prevail.
- 2.3 Where RESTRICTED, PROTECTED, OFFICIAL or OFFICIAL-SENSITIVE information is sent by post (hard copy or CD/DVD) the Supplier shall ensure that:
 - 2.3.1 all files are encrypted using WinZip AES 256 before being placed on a CD/DVD. The crypto key must be sent separately (once receipt is confirmed) by another communication method (for example by e-mail, SMS, or telephone call) and must not be included in the CD/DVD packaging at all;
 - 2.3.2 the physical material (CD/DVD or document) is sent using the following "double envelope method":
 - (a) the inner envelope must be sealed and have individual contact details for the recipient (i.e. the individual's name and full postal address) and prominently show the protective marking;
 - (b) the outer envelope must be sealed and have contact details for the recipient (i.e. the individual's name and full postal address) but without the protective marking shown. The envelope must not in any way identify the enclosed contents; and
 - 2.3.3 method of post must be "Registered" or "Recorded" delivery (or other equivalent service requiring signature by the named individual the envelope is addressed to or an agreed nominated deputy).
- 7.2 Where RESTRICTED, PROTECTED, OFFICIAL or OFFICIAL-SENSITIVE information is sent by hand (hard copy or CD/DVD):

- 2.3.4 Paragraphs 2.3 above shall apply; and
- 2.3.5 the delivery must be signed for by the named individual the envelope is addressed to, or a previously agreed nominated deputy, with the receipt returned to the originator.
- 2.4 If the Supplier has a Criminal Justice Secure eMail ("**CJSM**") account, the Supplier may use this account for the purpose of sending information classified up to and including OFFICIAL-SENSITIVE, unless the Authority instructs the Supplier otherwise.
- 2.5 Where OFFICIAL-SENSITIVE material is sent by e-mail (other than through CJSM), the Supplier shall ensure that:
 - 2.5.1 files are encrypted using WinZip AES 256 or to an equivalent standard before being attached to the e-mail; and
 - 2.5.2 the crypto key is sent separately (once receipt of the e-mail attaching the file(s) is confirmed) by another communication method (for example through SMS or telephone call) and must not be included in any e-mail at all.
- 2.6 The Supplier may communicate OFFICIAL material via methods other than those described in Paragraphs 2.3 to 2.5 above, provided that such communications do not contain any content that is OFFICIAL-SENSITIVE or above, or that would normally be regarded as Sensitive Data.
- 2.7 The Supplier shall not communicate CONFIDENTIAL information except where the Supplier has taken all actions, implemented all measures and met all standards which the Supplier deems necessary to fully comply with the HMG guidance for the treatment of CONFIDENTIAL information and any codes of practice issued by HMG in relation to such guidance ("**CONFIDENTIAL Guidance**"). If the Supplier intends to communicate CONFIDENTIAL information it shall provide a written description of the technical and organisational methods employed by the Supplier for achieving compliance with the CONFIDENTIAL Guidance.

3 Disposal of Protectively Marked Materials

- 3.1 Where any Protectively Marked Material held by the Supplier in electronic form is no longer required or where the Authority has requested the deletion of any such material, the Supplier shall to the satisfaction of the Authority:
 - 3.1.1 delete any such Protectively Marked Material that is within the control (or should be within the control) of the Supplier from all possible storage locations, temporary and permanent, using a sufficient and appropriate mechanism recommended for its protective marking in accordance with the provisions as set out in the Security Aspects Letter.
 - 3.1.2 for any such Protectively Marked Material that is within the control of any other person:
 - (a) instruct the relevant person to delete all such Protectively Marked Material from all possible storage locations, temporary and permanent, using a sufficient and appropriate mechanism recommended for its protective marking; and
 - (b) obtain and record confirmation from the relevant person that the Protectively Marked Material has been deleted pursuant to 1.1.5(a).
- 3.2 The Supplier shall not be obliged to comply with Paragraph 3.1.2 to the extent that the Supplier is required to retain the relevant Protectively Marked Material in accordance with the Governance and/or the Records Provision Schedule or Applicable Laws.
- 3.3 If requested by the Authority, the Supplier shall use a method or tool specified by the Authority in order to demonstrate to the satisfaction of the Authority that a genuine deletion of the Protectively Marked Material has taken place from all possible storage locations.
- 3.4 Except where the Supplier is required to retain any Protectively Marked Material in accordance with the Governance and/or the Records Provision Schedule or any Applicable Laws, where hard copy Protectively Marked Material held by the Supplier is no longer required, or at any time at the request of the Authority, the Supplier shall either:

- 3.4.1 destroy any such hard copy Protectively Marked Material to the satisfaction of the Authority and in accordance with 3.5 below; or
- 3.4.2 return any such hard copy Protectively Marked Material to the Authority via recorded delivery,

as directed by the Authority at the time.

- 3.5 Subject to Paragraph 3.6 below, if directed by the Authority pursuant to 3.4 above, the Supplier shall destroy any relevant hard copy documents or digital media using an appropriate mechanism as recommended in HMG guidance for its protective marking.
- 3.6 If destruction of hard copy Protectively Marked Materials in the manner described in Paragraph 3.5 above is not possible, then the Supplier shall return all such materials securely to the Authority via recorded delivery.
- 3.7 If required to do so by the Authority, the Supplier shall provide written confirmation of its compliance with this Paragraph 3.

4 End User Devices

- 4.1 Only Authority Data marked as OFFICIAL or below may reside on a mobile, removable or physically uncontrolled device and when it does so, it must be stored encrypted using a recognised commercial grade (good practice) encryption mechanism.
- 4.2 Protectively Marked Material classified as OFFICIAL must only be stored on a device that is:
 - 4.2.1 suitable for the storing of such material; and
 - 4.2.2 operate access control so that only authorised individuals may access the material in accordance with the privileges set out in 4.3 below.
- 4.3 Devices used to access or manage Authority data and services must be under the management authority of the Authority or Supplier and have a minimum set of security policy configuration enforced. These devices must be placed into a 'known good' state prior to being provisioned into the management authority of the Authority. Unless otherwise agreed with the Authority in writing, all Supplier devices are expected to meet the set of security requirements set out in the CESG End User Devices Security Guidance (as amended from time to time). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Authority and a joint decision shall be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from, then this should be in accordance with the National Cyber Security Centre (<https://www.ncsc.gov.uk/collection/end-user-device-security>) this shall be agreed in writing on a case by case basis by the Authority.

5 Data Processing, storage, management and destruction

- 5.1 The Supplier shall not store, process or manage Sensitive Data from a location outside Great Britain.
- 5.2 The Supplier and Authority recognise the need for the Authority's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must at all times be able to state to the Authority the physical locations from which such data may be stored, processed or managed and to which legal and regulatory frameworks the Authority information will be subject.
- 5.3 Only those organisations that have a signed "Declaration of Compliance" in the form set out in Annex 4 (*Declaration of Compliance*) of the Security Policy which has been confirmed by the Authority may be used for the storing, processing and management of Protectively Marked Material.
- 5.4 The Supplier shall agree any change in location of data storage, processing and administration with the Authority in advance where the proposed location is outside Great Britain. Subject to the Authority's prior written approval, its sole discretion, and provided that storage, processing and management of any Authority information is carried out offshore within:
 - 5.4.1 the European Economic Area (EEA); or

5.4.2 in another country or territory outside the EEA if that country or territory ensures an adequate level of protection by reason of its domestic law or of the international commitments it has entered into which have been defined as adequate by the EU Commission,

and whether the receiving party has signed a "Declaration of Compliance" in the form set out in Annex 4 (*Declaration of Compliance*) of the Security Policy which has been confirmed by the Authority.

5.5 The Supplier shall:

5.5.1 provide the Authority with all Authority Data on demand in an agreed open document format;

5.5.2 have documented processes to guarantee availability of Authority Data in the event of the Supplier ceasing to trade;

5.5.3 securely destroy all media that has held Authority Data at the end of life of that media in line with Good Industry Practice and appropriate MPS GCS and Government guidance from time to time in place; and

5.5.4 securely erase any or all Authority Data held by the Supplier when requested to do so by the Authority.

6 Networking

6.1 The Authority requires that any Authority Data transmitted over any public network (including the internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a recognised commercial grade (good practice) encryption mechanism.

6.2 The Authority requires that any OFFICIAL SENSITIVE information transmitted over any network must be encrypted using a recognised and appropriate encryption mechanism in accordance with MPS GSC Guidance.

6.3 The Authority requires that the configuration and use of all networking equipment to provide the Deliverables, including those that are located in secure physical locations, are at least compliant with Good Industry Practice and are fully in accordance with MPS GCS and Government guidance from time to time in place.

7 Security Architectures

7.1 The Supplier shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Authority Data.

7.2 When designing and configuring the Supplier system or, where appropriate, any part of the ICT Environment the Supplier shall follow Good Industry Practice, fully comply with all applicable HMG guidance (including Confidential Guidance) and seek guidance from recognised security professionals with the appropriate skills and/or a CESG Certified Professional certification (as amended from time to time)

7.2.1 for all bespoke or complex components of the Supplier solution; and

7.2.2 for all parts of the ICT Environment which process, store or transport information above OFFICIAL classification.

8 Personnel Security

8.1 The Supplier must comply with the requirements of Part 3 Personnel and Estate security, Paragraph 1.1.

9 Document Security

9.1 Physical Authority Data (such as hard copy documents) must be locked in a secure locked filing cabinet when not in use. Access to such filing cabinets must only be granted to persons authorised in accordance with Paragraph 1.1.26 in Part 3 above.

- 9.2 The Supplier shall not make copies of the Authority Data other than as required in order to supply the Goods and/or perform the Services. Where copies have to be made, they must have the appropriate protective marking and be individually accounted for and managed under the conditions of this Annex to Security Policy.

10 Audit and monitoring

- 10.1 The Supplier shall grant to the Authority and its authorised agents, all reasonable access to the records (together with the right to make copies), and to its premises (and the Supplier hereby irrevocably licenses the Authority, its employees and agents to enter any such premises for such purpose), and to its staff and shall provide all purposes of carrying out an audit of the Supplier's compliance with this Agreement including all activities, charges, performance and security measures in connection therewith.
- 10.2 The Authority and its agents shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Supplier or delay the provision of the Deliverables and associated services and goods pursuant to this Agreement save insofar as the Supplier accepts and acknowledge that control over the conduct of Audits carried out by the Audit Commission or the National Audit Office is outside the control of the Authority.
- 10.3 Where it is identified as a requirement, grant Authority auditors appropriate access to systems, which may have been used as part of the delivery of the provision of services to enable them to carry out their audit responsibilities.

END OF DOUCMENT