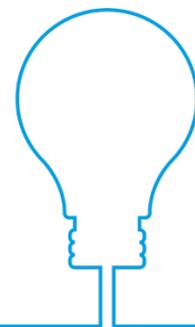




Department for
Business, Energy
& Industrial Strategy

INDUSTRIAL FUEL SWITCHING COMPETITION: PHASE 2

An SBRI Competition: TRN 1674/10/2018
Competition Guidance Notes



November 2018

INDUSTRIAL FUEL SWITCHING COMPETITION: PHASE 2

Competition Guidance Notes

TRN 1674/10/2018

Industrial Fuel Switching Competition: Phase 2

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BEIS Industrial Fuel Switching Competition: Phase 2 TRN 1674/10/2018- Competition Rules and Guidance

1. Industrial Fuel Switching Competition – Overview

The aim of the Industrial Fuel Switching Competition (the Competition) is to **identify and test the processes and technologies required for industries in the UK to switch to low carbon fuels.**

This £20m Industrial Fuel Switching Competition is funded by the BEIS £505m Energy Innovation Portfolio (2016-2021). The aim of this portfolio is to reduce the UK's carbon emissions and the cost of decarbonisation by accelerating the commercialisation of innovative clean energy technologies and processes into the mid-2020s and 2030s.

The Competition will be technology-neutral, however, it will take a portfolio approach to funding a range of solutions in scope. For this competition, projects which facilitate switching industrial processes to **electricity, biomass or hydrogen** will be considered in scope. Projects focused on biomethane, synthetic methane, carbon capture, usage and storage (CCUS) or energy efficiency will be considered out of scope.

The Competition is being run as a 3-stage SBRI (pre-commercial procurement) process. **This call is for Phase 2 only.** Please note that Phase 3 will commence immediately after Phase 2 in Summer 2019. All Phase 3 projects will need to be completed by 31 March 2021.

Phase 1: Market engagement and assessment study; this has now been completed by Element Energy. The aim of this study is to understand the technical and economic potential for industry to switch to a low carbon fuel (including electrification, hydrogen and bioenergy/waste). The study considers current and future technologies, and the key barriers. The study will be published here: www.gov.uk/guidance/funding-for-low-carbon-industry).

Phase 2: Feasibility studies (total budget of up to £3m; up to £300k for each feasibility study); this phase will provide an opportunity for successful applicants to demonstrate the feasibility of their proposed technology or approach. Contracts for Phase 2 are expected to be signed in March 2019, and projects are expected to run for 5 months and be completed by July 2019. A pro forma for the feasibility study will be produced once Phase 2 is underway, and successful applicants will be required to complete the pro forma and

provide additional evidence which supports the study. For a full list of the deliverables for this phase see Section 6.

Phase 3: Demonstration studies (total budget of up to £16.5m, up to £7.5m contract for each demonstration project.)¹ Contracts for Phase 3 are expected to be signed in September 2019, and projects are expected to run for 17 months and be completed by 31st March 2021. Phase 3 demonstration projects will be selected based on the feasibility studies submitted for Phase 2. New projects can enter the third phase for demonstration and will be assessed equally to those that have been successful in the second phase. New applicants will be required to complete the same pro forma as the successful applicants to Phase 2, which their bid will be assessed against. Some variation in project partners may also be permitted.

Phase 3 will result in the implementation and demonstration of a process of technology that enables industry in the UK to switch to low carbon fuel sources. A pilot demonstration is not limited to a physical demonstration and may only be for part(s) of the process. This could include detailed process modelling or engineering design.

¹ BEIS retains the authority to change the funding available for Phase 3

2. Competition Context and Objectives

2.1 Context

The target set out in the Clean Growth Strategy of reducing carbon dioxide emissions by at least 80% by 2050, is likely to drive significant changes to the gas grid over the next 20-30 years. National efforts to meet these emissions reduction targets could potentially result in conversion to a hydrogen grid, or alternatively could see localised decommissioning of the gas grid and a move towards electrification and decentralised energy supply.²

It is estimated that 90% of UK industry relies on energy supplied from the gas grid either directly for their industrial processes or indirectly in the day-to-day business. To prepare industry for future changes to the grid, and to support industry to reduce their overall carbon emissions, BEIS have committed £20m for innovation through the Industrial Fuel Switching Competition.

The aim of the Industrial Fuel Switching Competition will be to identify and demonstrate solutions which will enable fuel switching in industry from fossil fuels to less carbon intensive fuels. Fuels in scope include electrification, hydrogen and biomass (whilst biomethane is a lower carbon fuel, it is not in scope for this competition and hasn't been included in the subsequent analysis.) The Competition is split into three phases: Phase 1 is a market engagement and assessment study into fuel switching in the UK, Phase 2 is feasibility study into a fuel switching solutions, and Phase 3 is a demonstration of that solution.

In Phase 1, the market engagement and assessment study conducted by Element Energy considered the viable energy sources for industrial fuel switching, the industrial processes compatible with fuel switching, and the potential solutions to achieve these switches. An overview of this is set out below and the complete report will be available at www.gov.uk/guidance/funding-for-low-carbon-industry).

² See, for example: Cost analysis of future heat infrastructure options for the National Infrastructure Commission (Element Energy & E4Tech, 2018); A future framework for heat in buildings: a call for evidence (BEIS, 2018).

2.2 Potential energy sources for industrial fuel switching

Energy intensive industries in the UK consume 320 TWh of fuel. The most cost effective technical potential for fuel switching is found to be 88 TWh in 2040. Figure 1 shows the filtering process to determine the share of current fuel consumption that is suitable for switching:

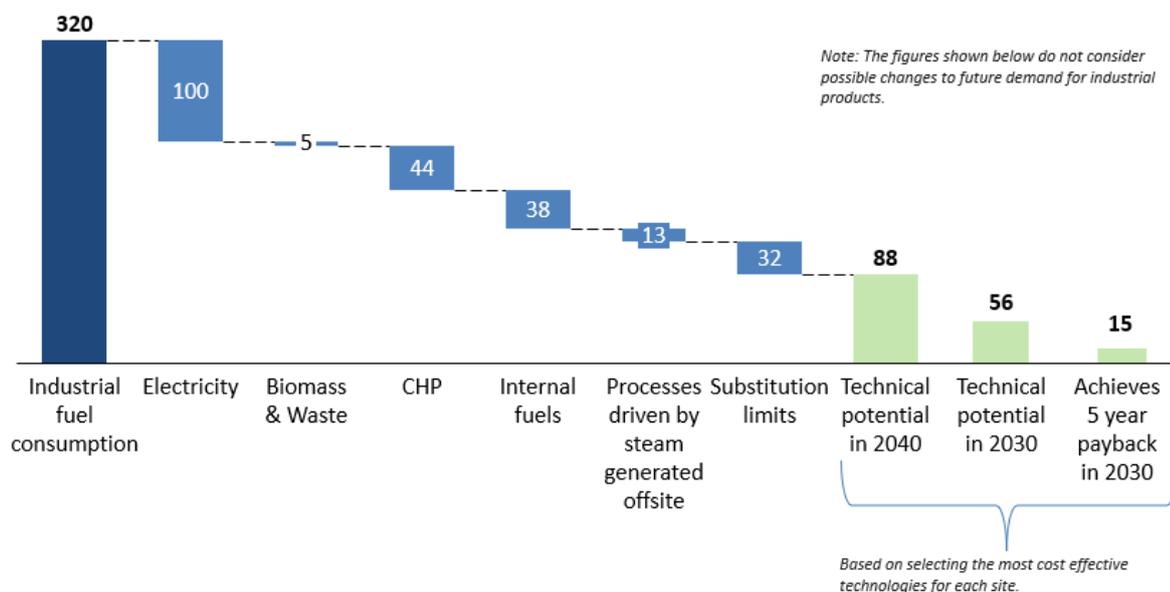


Figure 1: Annual industrial fuel consumption (TWh) and potential for fuel switching (excluding biomethane)

Some processes are not considered for fuel-switching, as shown in Figure 1:

- Existing processes fuelled by electricity, waste and biomass do not require fuel-switching.
- Processes fuelled by internal fuels (i.e. those produced from process feedstock such as crude oil in refining), or steam produced at an external site, are considered out of scope for the competition.

Although the remaining fuel consumption is relevant for fuel-switching, only processes which have compatible alternative technologies can be switched; for some processes, only a limited percentage of the demand can be met by an alternative fuel. Certain technologies may not be available before 2040; hence the technical potential for 2030 is lower (at 56 TWh) than 2040. In addition, in order to implement these technologies, commercial barriers must be addressed; the commercial potential in 2030 (based on a 5-year discounted payback period, with central cost assumptions) is estimated at 15 TWh.

2.2 Potential industrial processes for fuel switching

The industrial processes which might be relevant for fuel-switching are broken down into high-level processes according to heat requirements as shown in Figure 2.

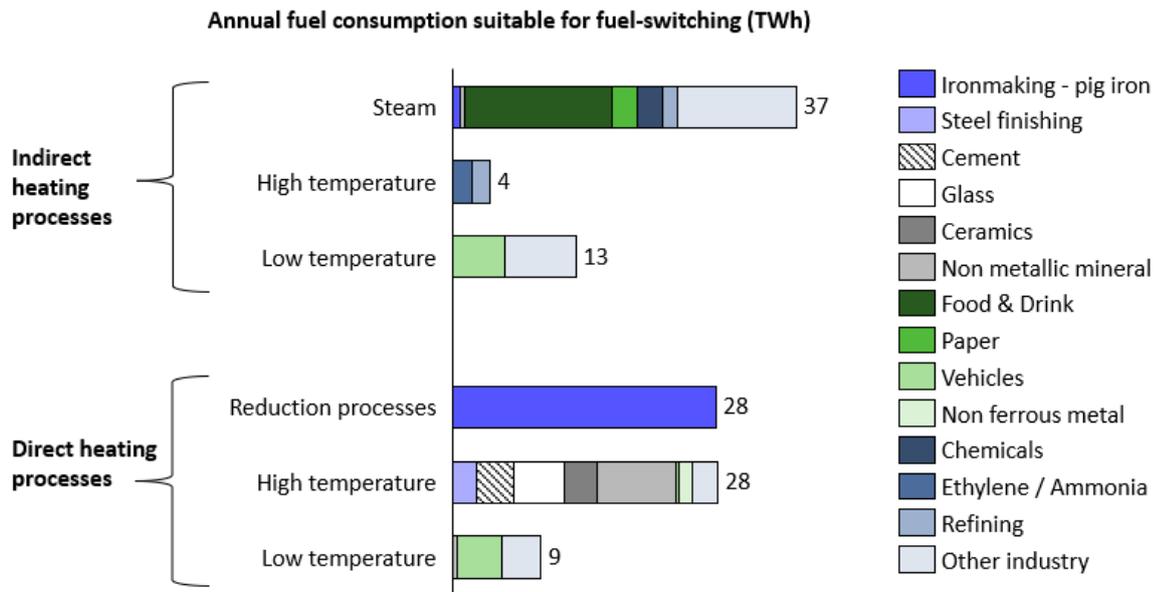


Figure 2: Annual fuel consumption suitable for fuel-switching, by industrial process

Reduction processes (i.e. in blast furnaces), processes requiring high temperature direct heating (e.g. in furnaces and kilns for cement and other non-metallic mineral production) and processes driven by indirect heating via steam (in a wide range of sectors) together account for 86% of the suitable demand. As such, understanding which technologies are suitable for such processes, and when they are likely to become feasible, is central to assessments of the potential for fuel-switching.

2.3 Potential solutions suitable for fuel switching

The proposed suitability of fuel-switching options for different types of industrial processes is summarised in Table 1, which includes a high-level categorisation of the fuel switching options. Note that this is an indicative list of potential fuel switching solutions and should not be deemed as exhaustive for the purpose of the competition.

Table 1: Suitability of fuel switching solutions for key industrial processes

Processes driven by	Process type ³	Suitable fuel-switching options	Key sectors relying on these processes
Indirect heating	Low temperature	Biomass boilers, hydrogen boilers, electric boilers, electric heaters, heat pumps (up to 25% substitution), microwave heaters	Vehicles, other industry
	High temperature	Electric heaters, hydrogen heaters	Refining, Ethylene & Ammonia
	Steam	Biomass boilers, hydrogen boilers, electric boilers, heat pumps in limited applications (up to 25% substitution)	Food & Drink, Paper, Chemicals, other industry
Direct heating	Low temperature	Electric heaters, hydrogen heaters	Vehicles, other industry
	High temperature	Biomass and waste combustion (cement sector – up to 80% substitution), hydrogen heaters, electric kilns / furnaces, radio frequency heating, electric plasma gas heaters (up to 25% substitution)	Glass, Ceramics, Cement, other non-metallic minerals
	Reduction processes	Direct reduction of biomass/waste materials (up to 25% substitution) or hydrogen (up to 25% substitution), electric plasma gas heaters (up to 25% substitution)	Iron production

Based on discussions with industrial stakeholders and technology suppliers, the use of hydrogen (either as 100% fuel, or used in combination with gas or other fuels) could potentially be feasible for most applications, and the estimated 'not including financial considerations' overall technical potential for hydrogen is the highest of the three fuel

³ "Low temperature" corresponds to processes requiring temperatures of 30-80°C for indirect heating, and 80-240°C for direct heating. High temperature corresponds to processes requiring temperatures of up to 600°C for indirect heating, and up to 2,000°C for direct heating. Steam at different pressures can meet indirect heating requirements in the 80-240°C range.

types, at 94 TWh of replaced heat demand, followed by biomass and waste (54 TWh) and electricity (48 TWh). This reflects the relative similarity between hydrogen and natural gas. However, practical and economic considerations are likely to limit the feasibility of any one technology or fuel type; industry technology choices will depend on the relative availability and cost of the technologies and their respective fuels.

2.4 Competition Objectives

The specific objectives for the Competition are to:

1. Demonstrate solutions to switch industrial processes to low carbon fuels that bring down costs, provide flexible and reliable solutions, and comply with safety regulatory standards/conditions without compromising air quality standards.
2. Provide more detailed, robust data about the likely costs of switching industrial processes to low carbon fuels.
3. Strengthen UK supply chains for fuel switching applications and deployment.
4. Encourage collaboration between industrial partners, technology developers and academic or other supply chain partners, and help to involve supply chain partners in finding innovative solutions.

The Competition will be split into two lots for Phase 2, each of which will be assigned a maximum budget. All applications will have to meet the minimum assessment threshold (60%) to be funded. If the budget for a Lot is not reached, the available funds will be transferred to the other Lot (applicants may enter more than one Lot and multiple bids, however their ability to deliver multiple projects will be assessed if applications are successful).

Lot 1: Development of a specific fuel switching solution or associated technology (£1.5m, up to £300,000 per project)

This Lot is aimed at innovations in specific technologies which enable industrial processes to safely switch to low carbon fuels; the technologies in scope are not limited to the technologies used in converting the energy but include monitoring/ measurement and air quality abatement technologies (for those specifically in relation to fuel switching to biomass or hydrogen).

Applicants to this lot will need to demonstrate that their project is technically feasible, that it could lead to a commercially viable fuel switching solution and meet regulatory requirements on safety and will not compromise air quality standards. Low carbon fuels in scope include biofuels, electricity, hydrogen (including flexibility operating on variable blends of hydrogen with natural gas, and ~100%), and other sources of low carbon heat

(see eligibility criteria). The applicant should estimate the potential market, and carbon saving for their solution.

Examples of specific solutions which could be developed can be found in Section 2, Table 1 of this document. Further details of potential fuel switching solutions could include but are not limited to examples found in the Phase 1 Market Engagement and Assessment study. The study will be published at www.gov.uk/guidance/funding-for-low-carbon-industry#industrial-fuel-switching-to-low-carbon-alternatives.

Lot 2: Development of an approach to fuel switching for a single site or multiple sites (£1.5m, up to £300,000 per project)

This Lot is aimed at projects which establish the viability of applying innovative approaches to switching an industrial site to low carbon fuels (either a single site, or a cluster of sites).

Applicants to this lot will need to demonstrate that their approach either; 1) uses technically proven fuel switching solutions, or 2) aims to prove the technical feasibility of novel fuel switching solutions. Applicants should explain their approach to fuel switching solutions across their chosen site or cluster of sites.

Applicants should demonstrate that their project is a commercially viable fuel switching solution and could meet regulatory requirements for safety and will not compromise air quality standards.

Any UK site for industrial processes will be eligible. Projects should be able to demonstrate that any learning could be applied at similar sites and should be able to establish the potential carbon saving if the approach was scaled.

Examples of the potential industries where the approach could take place can be found in Section 2, Figure 2 of this document. Further details or potential industrial sites where fuel switching could take place can be found in the Phase 1 Market Engagement and Assessment study. The study will be published at www.gov.uk/guidance/funding-for-low-carbon-industry#industrial-fuel-switching-to-low-carbon-alternatives.

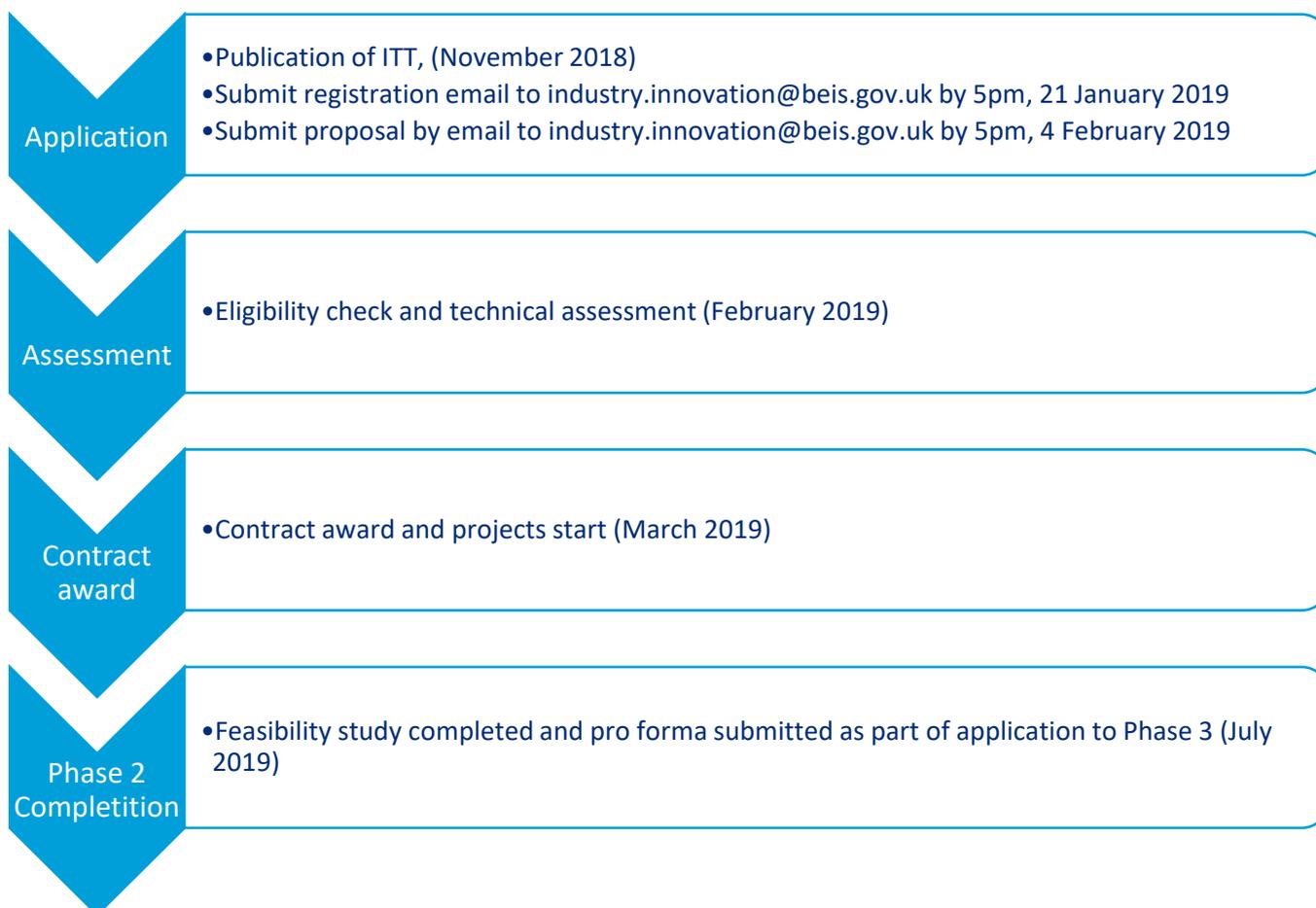
3. Competition Timetable, Application and Assessment Process

The Competition funding will be awarded using the Small Business Research Initiative (SBRI) approach. SBRI is a well-established pre-commercial procurement process that enables the development of innovative products and services in response to specific challenges faced by government departments and public-sector bodies. Successful business partners receive finance to develop their innovative ideas, generating new business opportunities and routes to market. An SBRI will fund 100% of eligible costs up to the maximum of £300,000 for Phase 2 and £7.5m for Phase 3.

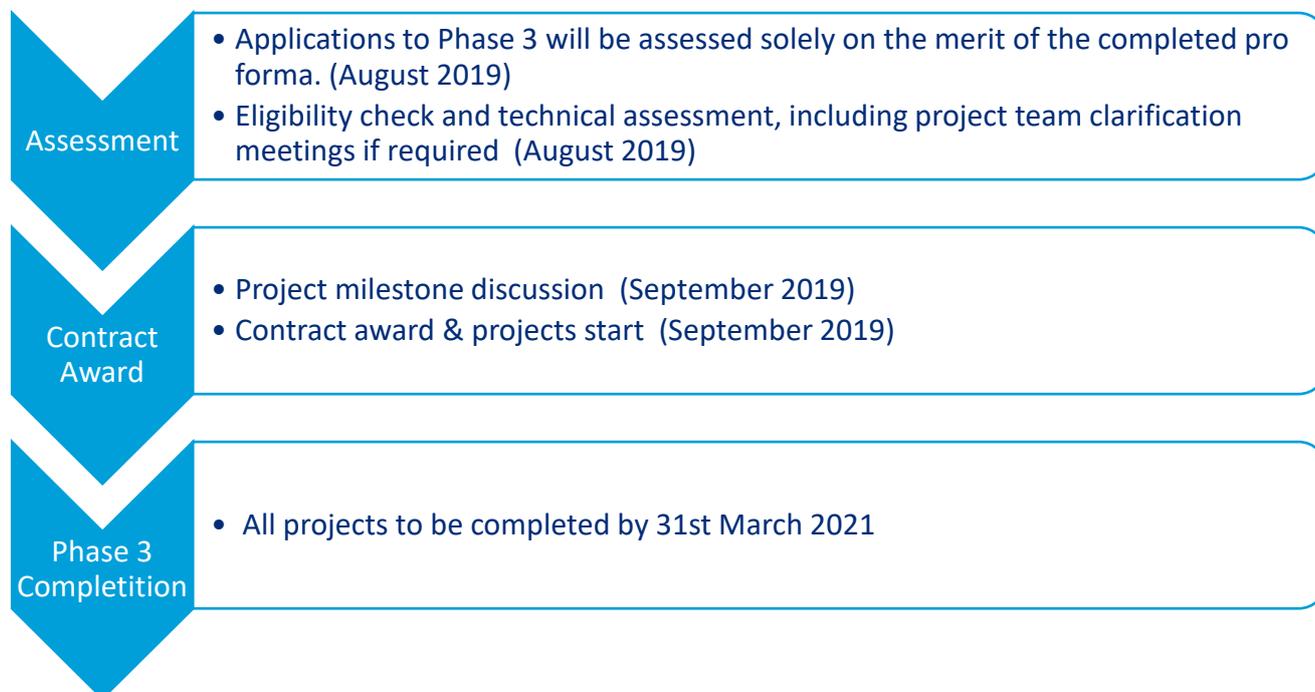
This SBRI competition will have three phases as detailed in Section 1 of this document (Industrial Fuel Switching Competition: Overview).

As this is a short timeline, applicants will need to show how they are able to deliver both phases 2 and 3 by 31 March 2021. The competition timetables for Phase 2 and Phase 3 are:

3.1 Phase 2 Feasibility Phase:



3.2 Phase 3 Demonstration Phase:



3.3 Stage 1: Application

Bidders are asked to submit a Registration Email and to complete and submit a competition application form, with supporting information. They should explain their proposed Fuel Switching approach, indicate the applicable Lot, and outline their proposed project for Phase 3. The notes below explain the details of the application process:

- **Registration Email:** Applicants must submit a registration email to industry.innovation@beis.gov.uk using the title 'Phase 2 – Fuel Switching Competition Registration' in the email subject and containing the following information: the name of the lead project organisation (project co-ordinator), the project title, and confirmation of intention to submit an application. The deadline for submitting registration emails is:
 - **Registration deadline is 5pm, 21 January 2019.**
- **BEIS Confirmation:** We aim to issue a confirmation email to the applicant within two weeks of receipt of the Registration Email.
- **Questions about the Competition:** If you have any questions on the competition process after reading these guidance notes, please submit them to industry.innovation@beis.gov.uk. All questions should be submitted by the registration deadline on 21 January 2019. Questions submitted after this date may

not be answered. We will reply to any queries which, in our judgement, are of material significance through an anonymised Q&A sheet published on our website.

- All bidders should take these replies into consideration when preparing their own bids and we will evaluate bids on the assumption that they have done so.
- **Submission of Proposal:** The full proposal for the Competition must be submitted by the deadline:
 - **Phase 2 proposal submission deadline is 5pm, 4 February 2018.**
 - **File format and size:** Completed Phase 2 application forms, the completed finance templates and any supporting information should be submitted electronically. The completed finance form should be submitted as a spreadsheet (.xls) file and the completed application form should be submitted in pdf format.

The proposal documents must be emailed to industry.innovation@beis.gov.uk with 'Phase 2 – Fuel Switching Competition (name of lead applicant)' in the subject line.

The maximum size email you can send is 10 MB. If your application is larger than 10MB, please break the submission down into smaller sizes and ensure the subject line of each additional email takes the following format 'Phase 2 – Fuel Switching Competition (name of lead applicant) – email x of y'.

- **Submission Content:** Each Phase 2 proposal must include the following documents:
 - Completed application form, including signed declarations, which can be viewed in Annex 4 of this Guidance document (the application form is a separate word document which can be downloaded from www.gov.uk/guidance/funding-for-low-carbon-industry).
 - Completed pricing schedule/finance form (this is a separate spreadsheet which can be downloaded from www.gov.uk/guidance/funding-for-low-carbon-industry)
 - Completed high level project Gantt chart or project plan for the Phase 2 Feasibility Study.
 - Optional: additional letters of support or other supporting information can also be submitted **where they add substantive information** to the proposal. However, you should not assume that any additional information will be cross-referenced or reviewed as part of the selection process. The application form should include a list of any supporting documents.

You should endeavour to answer all the questions on the application in full. Incomplete applications and any containing incorrect information will very likely be rejected. However, BEIS may, at its discretion, request clarification before making a final decision.

Any applications or supporting documentation received after the application deadline will not be considered.

- **Submission Costs:** You will not be entitled to claim from the Department any costs or expenses that you may incur in preparing your bid, whether or not your proposal is successful.
- **Consortium Bids:** Bids from consortia are welcome. **Only one submission should be submitted for each separate project bid**, but all consortium partners are required to sign the completed application form for their project(s) (see Annex 2, Declaration 2 of the application form).

If a consortium is not proposing to form a separate corporate entity, the project partners will need to complete a Consortium Agreement. Funding will not be provided by BEIS until a signed consortium agreement has been finalised between all its members. Please note that BEIS reserves the right to require a successful consortium to form a single legal entity in accordance with Regulation 28 of the Public Contracts Regulations 2006.

BEIS recognises that arrangements in relation to consortia and sub-contractors may (within limits) be subject to future change. Bidders should therefore respond in the light of the arrangements as currently envisaged and are reminded that any future proposed changes in relation to consortia and sub-contractors must be submitted in writing to BEIS for approval.

- **Multiple Bids:** Applicants may put in multiple bids or be part of multiple consortia, for unique projects delivering different solutions to industrial fuel switching. BEIS reserves the right to assess the capability of the team to deliver multiple projects and whether the different projects are unique at the eligibility stage.
- **Tender Validity:** Phase 2 proposals shall be valid for a minimum of 60 calendar days from the submission deadline (5pm 4 February 2018).
- **Phase 3 Submissions:** For Phase 3, a pro forma will be published prior to the completion of Phase 2 and this will be used to assess and select the projects to be funded. Successful Phase 2 applicants will be given further details about the format for the Phase 2 feasibility study when Phase 2 contracts are awarded. The feasibility study will be expected to strengthen the evidence used for the application process via the pro forma, which will also detail the plan for the work carried out in

Phase 3. Phase 3 will use similar assessment criteria to Phase 2; however, it is expected that costs and performance can be quantified and evidenced, with a greater focus on how the proposed demonstration will move the solution closer to commercialisation. Applicants to Phase 3, who have not completed a Phase 2 feasibility study, will be eligible to apply Phase 3 and will have the opportunity to submit an application using the published pro forma.

3.4 Stage 2: Assessment

Applications will initially be assessed against the Eligibility Criteria in Section 4.

Applications which fail the Eligibility Criteria will not be assessed further, so it is essential to ensure that your project meets these criteria before you submit your application.

The eligible projects will be further assessed against the assessment criteria described in Section 7 to determine an overall ranking list that will be used to allocate the funding for the Competition. To be eligible to receive funding, a project must also be allocated a minimum total score of 60% against these assessment criteria. The projects will be funded in ranked order until money for that Lot runs out or all successful bids have been funded (whichever happens first).

After the assessment stage, all applicants will receive a short summary of key feedback regarding their applications irrespective of whether they are successful or not. BEIS aims to have provided all feedback to applicants within two months of the final funding decision. However, applicants are asked to remember that BEIS may receive a significant number of applications and the timing of the release of feedback will be at BEIS's discretion.

Successful applicants to Phase 2, will use their feasibility study to complete a pro forma which will serve as the application to Phase 3. New applicants will also can apply to Phase 3 using the published pro forma. Projects to Phase 3 will be decided on the merit of these applications. In addition, as part of the assessment process for Phase 3, BEIS may request applicants to attend clarification meetings in London.

BEIS's decision on project funding is final.

Stage 3: Contract Award

The proposed contract award timing is:

Phase 2 contracts are expected to be awarded in March 2019.

Phase 3 contracts are expected to be awarded by August - September 2019.

Contract terms: For both Phase 2 and 3, the contracts will be based on the BEIS pre-commercial procurement contract. The terms and conditions for both these contracts are in Annex 4.

There will be an opportunity for successful applicants, prior to contracts being signed, to discuss the contract at a meeting with an official from BEIS who will explain the contractual terms and conditions and respond to any queries which the applicant may have at this stage. BEIS officials will also discuss and finalise the formal demonstration project milestones with the project team before issuing the contract. BEIS may involve an external technical adviser in these milestone discussions and in subsequent monitoring of the project.

Consortium bids: with consortium bids the lead company (project co-ordinator) will be the recipient of the contract (the supplier) and will be responsible for managing payment of the other project partners. If a consortium is not proposing to form a separate corporate entity, the project partners will need to complete a Consortium Agreement. Funding will not be provided by BEIS until a signed consortium agreement has been finalised between all of its members.

4. Eligibility for Funding

4.1 Competition Eligibility Criteria

To be eligible for funding, proposed projects must meet all the following eligibility criteria:

1) Innovation and technology readiness

This Competition will support proposals that can develop and demonstrate technologies and approaches which enables industrial processes to switch to low carbon fuels within the timescales indicated. Therefore, BEIS expects to fund projects that will result in the accelerated development of a novel fuel switching approaches or ancillary technologies at Technology Readiness Levels (TRLs) 4 to 7.

Further information on TRLs is in Annex 1 – Technology Readiness Levels (TRLs).

2) Technology scope

The Competition is interested in a broad range of fuel solutions, as described in Section 2. The focus of the Competition is on **projects that will reduce the system costs of switching industrial processes to low carbon fuels**.

Exclusions: Funding will not be provided for projects which use:

- Biomethane
- Synthetic methane
- CCS (Carbon Capture and Storage)
- Energy efficiency (including waste heat recovery)
- Switching of feedstocks, (except where feedstock provides chemical energy to drive the process)

3) Project activity

Contracts will be awarded to secure pre-commercial development and demonstration (predominantly TRL 4 to 7), including detailed design of solutions, prototyping, field testing, trials and demonstrations and dissemination of knowledge obtained from the demonstration activity. The specific activities expected in Phase 2 and Phase 3 of the Competition are set in Section 6: Deliverables page.

4) Project status

BEIS is unable to fund retrospective work on projects.

5) Additionality

Projects can only be funded where evidence can be provided that innovation would not be taken forwards (or would be taken forwards at a much slower rate) without public sector funding.

6) Contract size

Contracts will be awarded in this Competition in three phases:

Phase 1 – Market engagement and assessment. This contract has now been assigned to Element Energy and the final report from the study the completed report will be available at www.gov.uk/guidance/funding-for-low-carbon-industry.

Phase 2 – Feasibility study (SBRI): there is £3m available with up to £300,000 available per feasibility study. Studies must be complete by July 2019.

Phase 3 – Demonstration phase (SBRI): typically contracts for between £500k and £7.5m per demonstration project. BEIS hold the rights to increase or reduce this money depending on the quality of projects in Phase 3. The Phase 2 feasibility study will be used to assess all the projects. The assessments will be carried out against the criteria for each Lot, however all projects will be ranked against each other.

7) Eligible project costs

SBRI is aimed at organisations working on research and development (R&D) of an innovative process, material, device, product or service prior to commercialisation. Funding is available for R&D activities only, including related dissemination activity. Projects requesting funding for commercialisation activities are not eligible.

The full list of eligible project costs is set out in Annex 2 and outlined in Section 5.

8) Project location

The activities for any feasibility study or demonstration project procured in this Competition must be conducted largely in the UK (and the majority, over 50%, of the eligible project costs must be incurred in the UK).

9) Project end date

Phase 2 Feasibility Studies should be completed by July 2019. A project-specific end date will be agreed at the outset for each funded project and confirmed in the project contract. Phase 3 demonstration projects must be completed – including all reporting requirements – by 31 March 2021 at the latest.

10) Risk-Benefit sharing

The sharing of *risks and benefits* is an important aspect to the SBRI approach. Projects receive financial support and retain any intellectual property generated, with certain

rights of use retained by BEIS. Project outputs are also expected to be shared widely and publicly and project teams are not permitted to include profit in the eligible project costs (for Phase 2 or Phase 3).

As part of the assessment process for Phase 3, project teams will be asked to clearly state, within the feasibility studies, where cost savings are being provided compared to exclusive development contracts.⁴ These cost savings form part of the eligibility conditions for the Competition, i.e. projects that do not offer justified cost savings will not be eligible for Phase 2 funding.

11) Applicants and project team make-up

Phases 2 and 3 of the Competition are expected to be delivered by a project team or consortium. A single project application must be submitted by the lead project member (the project co-ordinator).

Successful project teams for this Competition are likely to include:

- An expertise in developing innovation projects
- Technical experts who can develop the project and verify key performance metrics
- Technology supplier(s) who can implement the fuel switching solution
- An organisation who can deliver Phases 2 and 3 to time and budget

Members of the project team can be:

- Private sector companies: both SMEs and large enterprises can apply as sole applicants or as part of a consortium with other private sector companies, or in a consortium with academic, research or public sector organisations.
- Academic, research, public, third sector or community organisations must work as part of a project consortium with private sector organisations – they cannot be sole applicants to this competition.

The project team co-ordinator can be a private sector company, academic, research, public, third sector or community organisation as long as they have the necessary skills and capacity to effectively lead the proposed demonstration project.

4.2 General BEIS procurement conditions

There are six declaration forms which must be completed by each applicant, covering issues such as: conflict of interest, non-collusion, bribery, corruption and fraud, GDPR

⁴ Exclusive development means that the public purchaser reserves all the results and benefits of the development (including Intellectual Property Rights or IPRs) exclusively for its own use.

assurance and overall agreement to the terms of this pre-commercial procurement process.

These declarations are in the Competition Application Form and must be signed by the applicant. They are also attached in Annex 4 of this document for reference. The GDPR Assurance Questionnaire is embedded in this document and must be returned as part of the application.

Conflicts of interest: The BEIS standard terms and conditions of contract include reference to conflict of interest and require contractors to declare any potential conflict of interest to the Secretary of State.

For research and analysis, conflict of interest is defined as the presence of an interest or involvement of the contractor, subcontractor (or consortium member) which could affect the actual or perceived impartiality of the research or analysis.

Where there may be a potential conflict of interest, it is suggested that the consortium or organisation designs working arrangements such that the findings cannot be influenced (or perceived to be influenced) by the organisation that owns a potential conflict of interest. For example, consideration should be given to the different roles which organisations play in the research or analysis, and how these can be structured to ensure an impartial approach to the project is maintained.

This is managed in the procurement process is as follows:

- During the bidding process, organisations may contact BEIS to discuss whether or not their proposed arrangement is likely to yield a conflict of interest.
- **Contractors are asked to sign and return Declaration 3** (this is contained in the Competition Application Form and is attached for reference in Annex 4) to indicate whether or not any conflict of interest may be, or be perceived to be, an issue. If this is the case, the contractor or consortium should give a full account of the actions or processes that it will use to ensure that conflict of interest is avoided. In any statement of mitigating actions, contractors are expected to outline how they propose to achieve a robust, impartial and credible approach to the research.
- When tenders are scored, this declaration will be subject to a pass/fail score, according to whether, on the basis of the information in the proposal and declaration, there remains a conflict of interest which may affect the impartiality of the research.

Failure to declare or avoid conflict of interest at this or a later stage may result in exclusion from the procurement competition, or in BEIS exercising its right to terminate any contract awarded.

5. Contract Size and Restrictions on Funding

5.1 Competition Budget and Availability

The total budget available for the Competition is up to £20m, although BEIS may allocate more or less than the total budget depending on the quality of the applications.

A maximum of £3m will be available for Phase 2 feasibility studies, with a maximum expected value of £300k per project. The funding will be split between Lots, as detailed in section 1. The number of Phase 2 projects funded depends on the range of solutions proposed and the quality of the proposals.

We have currently allotted £16.5m to Phase 3 demonstration projects. Phase 3 project costs are expected to be in the region of £500k to £7.5m for each project, although project costs outside this range will be considered on a case-by-case basis.

Funding under this Competition is only **available until 31 March 2021**. All project activities, including reporting and payments, need to be completed by this date. All costs should be provided excluding VAT, though where VAT applies, bidders should specify the amount. Your total costs including VAT should not exceed the maximum allowable budget per project.

Note: Nothing in this funding call requires BEIS to award any applicant a contract of any particular amount or on any particular terms. BEIS reserves the right not to award any contracts, in particular if BEIS is not satisfied by the proposals received or if the funding assigned to the scheme is required for other, unforeseen, purposes. BEIS will not, under any circumstances, make any contribution to the costs of preparing proposals and applicants accept the risk that they may not be awarded a contract.

5.2 Eligible Costs

Applicants are instructed that the project costs quoted must reflect actual costs at a 'fair market value' and for this Competition, **profit for the project team members must not be included**.

In Phase 2, eligible costs (those directly associated with preparation of the feasibility study) will be considered. However, an indication of the potential costs involved in participating in Phase 3 is also required when bidding for Phase 2.

In Phase 3, eligible costs are those directly associated with the development, implementation, monitoring, and decommissioning (if necessary – see separate note below) of the Fuel Switching demonstration projects.

Further details of eligible and ineligible costs are provided in Annex 2. Applicants must complete the Competition Finance Form (separate spreadsheet) to provide the necessary cost information for the assessment process; further itemisation of costs and methods of calculation may be requested to support the application.

For the selection of Phase 2 projects, proposals will also be assessed to determine whether the applicants have provided reasonable price reductions to reflect the risk-benefit sharing IPR conditions of the pre-commercial procurement contract for this competition. The sharing of risks and benefits is key to the pre-commercial procurement/SBRI approach and at Phase 2 applicants will be expected to offer a price reduction compared to the price applicable in the case of exclusive development.⁵

5.3 Decommissioning Costs

When the industrial fuel switching solution includes a physical asset, the chosen suppliers will have responsibility for decommissioning demonstration equipment when the project has been completed if it is not feasible to continue to operate/develop the equipment. When bidding, suppliers need to include any decommissioning costs, at fair market value, in the total estimated costs for the Phase 3 demonstration project.

⁵ Exclusive development means that the purchaser reserves all the results and benefits of the development (including Intellectual Property Rights) exclusively for its own use.

6. Deliverables

It should be noted that SBRI contracts require that project outputs are shared publicly – therefore non-commercial information developed by this competition will need to be sharable.

Phase 2: Feasibility

Phase 2 projects will be expected to deliver a feasibility study containing a detailed description of:

- An engineering design for the solution which enables a switch to low carbon fuels (biomass, electricity, blended or 100% hydrogen / hydrogen ready, and other low carbon sources of heat).
- Against these designs, assessment could be made against the counterfactual on; capital and operating costs, the reliability, the process risks and safety, the greenhouse gases mitigated, the resulting air quality, the ease of installation and the applicability across industry.
- Process modelling, or small-scale trials may also be required to verify the design. The engineering design will be verified by a third party.
- A detailed and costed development plan for each process describing the key steps to commercialisation, including the significant barriers and risks.
- A detailed project plan including costs for component(s)/technology(ies) to be piloted in Phase 3.

BEIS will supply guidance for writing the feasibility study prior to projects commencing. The Phase 2 feasibility study will be used to assess which projects will go forward to Phase 3. As such, the report should contain sufficient information to enable assessment and we reserve the right to request any further details beyond those provided to aid us in our assessment.

Alongside the report, suppliers will need to deliver appropriate explanations of the analysis undertaken and the raw data used. The report will require a log of assumptions made when conducting the feasibility study, along with an assessment of the impact that gaps in the data may have on viability of the fuel switching solution.

Subject to the requirements of Conditions 27(3) and 28(5), applicants will retain ownership of the intellectual property generated from the project. Applicants are required to identify and record any such intellectual property and to protect patentable knowledge in accordance with Condition 28. If within three years of its creation applicants have not commercially exploited intellectual property generated from the work, then in line with **Clause 28 (5)** of the standard terms and conditions, BEIS may request ownership of such intellectual property.

If there are aspects of the main report which are commercially confidential, then project teams will be required to provide a version of the Phase 2 feasibility study which can be published.

Phase 3: Demonstration

The Phase 3 demonstration projects will be selected based on the pro forma which draws from the feasibility studies submitted for Phase 2 – some variation in project partners may also be permitted. New projects may enter the third phase for demonstration and will be assessed equally, on the basis of the completed pro forma, to those that have been successful in the second phase.

Phase 3 will consider applications to pilot the entire process, key components, or to further develop the design of new solutions for switching industrial processes to low carbon fuels. It is not necessary for applicants to Lot 2 to pilot multiple technologies to enable switching the entire Site. A pilot demonstration is not limited to a physical demonstration and may only be for part(s) of the process. This could include detailed process modelling or an engineering design.

Successful applicants to Phase 3 will need to deliver:

- An evidence-based final project report for BEIS (and other government departments) detailing the design and development of the system, demonstration and trials results, key successes, lessons learned, and next steps.
- A version of the Phase 3 project report that can be published.
- A detailed assessment of the business plan for how the process will continue to be developed after the funding for the pilot ends.

7. Assessment Process and Criteria

7.1 Assessment Process

All applications will be considered initially against all the competition eligibility criteria (described in section 4) and then against the assessment areas outlined below which are based on the Competition's objectives and the likelihood of effective project delivery.

The eligible projects will be assessed against the assessment criteria below to determine an overall ranking list which will be used to allocate the funding for the Competition. To be eligible to receive funding, a project must also be allocated a minimum total score of 60% against these assessment criteria. Projects in each Lot will be ranked with the highest scoring projects funded until funding runs out.

The application form and guidance notes are designed to inform you about the types of information you should provide to BEIS for your proposal to be assessed.

The individual questions listed under the headings below do not constitute assessment sub-criteria but are an indication of the kinds of factors that will be considered in assessing each aspect of a proposal.

7.2 Assessment Criteria

Criterion 1	Technical and regulatory feasibility of fuel switching solution.
Weighting	25%
Guidance	<p>This criterion will be used to assess the theoretical and regulatory feasibility of fuel switching solutions.</p> <p>Applicants will need to provide evidence that demonstrates that their proposed approach to selecting solution (Lot 1) or solution(s) across the site (Lot 2) is technically prudent/feasible. The applicant must also demonstrate that their team has the technical skill set required for this.</p> <p>Applicants will also need to describe their proposed approach to ensuring that the solution(s) can meet the required regularity conditions for safety and will not compromise air quality standards (for biomass and hydrogen), comparing this to the counterfactual. Applicants will need to describe the applicability across different industrial sites.</p> <p>Both Lots should provide a comparison of the site(s) fuel switching solution(s) over other industrial decarbonisation opportunities (such as other fuel switching options or CCUS).</p>
Scoring	To obtain highest marks for this criterion, the applicant should explain the technical feasibility of the solution, with justification for any and all

	<p>technical data provided. The bid should describe how such a solution fits within the regulatory framework and demonstrates its compliance. The Technology Readiness Level of the fuel switching solution will be accounted for when assessing the quality/certainty of information provided.</p>
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Criterion 2	Performance of innovative fuel switching approach or technology
Weighting	25%
Guidance	<p>This criterion will look at: how novel the solution is compared to current state-of-the-art technology (applicants will need to define this in their application along with their reasoning), the impact product costs/ product quality (where applicable), the total lifetime costs associated with implementing the proposed fuel switching solution, and the technical barriers to implementation.</p> <p>The applicant should define how they intend to improve the confidence in lifetime costs (including capex, opex and ancillary equipment), and compare with the counterfactual. This should include the cost of carbon. The applicant should specify the level of certainty and how they intend to further validate the performance of their fuel switching solution in the feasibility study and demonstration phase</p> <p>Applicants will be required to provide an assessment of: performance and process risks (reliability), and the emission saving potential.</p>
Scoring	<p>The highest marks will be awarded to applications which are able to set out the and barriers to the fuel switching solution. They will provide a suitable approach to determining how best to overcome these barriers.</p> <p>Successful applicants will set out the technical potential for the fuel switching solutions, including consideration of estimated deployment costs and potential for scaling-up at multiple industrial sites and total carbon saving achieved from this rollout.</p>

Criterion 3	Development plan
Weighting	5%
Guidance	<p>This criterion will be used to assess the plans for further development, commercialisation and exploitation.</p> <p>To assess this criterion, we will consider the project team’s proposed development plan for the fuel switching solution, including highlighting the key challenges to achieving commercialisation (assuming there is a demand from industry for solutions to switch to low carbon fuels), timescales, and estimated development costs.</p>
Scoring	The highest marks will be awarded to applications that describe a credible route to market, which enables commercialisation and exploitation of the fuel switching solution.

Criterion 4	Project financing
Weighting	25%
Guidance	<p>This criterion will be used to assess the:</p> <ul style="list-style-type: none"> • Phase 2 feasibility study project costs – to ensure that all eligible costs represent a fair market value. • Robustness of the Phase 2 feasibility study project costs – i.e. whether the proposed eligible project costs are realistic and justified in terms of the proposed project plans, <u>and</u> sufficient to provide the deliverables sought. <p>This criterion will also be used to secure initial outline information about the estimated costs of the proposed demonstration project. It will also consider the project plan and resourcing, such as appropriate use of experience and skill in estimating the value for money of the project.</p> <p>The applicant is expected to explain the additionality of the public funding.</p>
Scoring	<p>Highest marks will be awarded to projects that can demonstrate that they can deliver a workable solution (including the use of modelling or demonstration) and that the proposed public-sector contribution to the eligible project costs:</p> <ul style="list-style-type: none"> • Will represent good use of public funding by supporting projects whose costs are realistic and justified and are likely to secure the expected project aims and deliverables.

	<ul style="list-style-type: none"> • Will represent good value for money and a fair balance of risk and benefits for BEIS, including no element of profit in the project costs. • Will provide evidence for the additionality achieved with this funding.
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Criterion 5	Likelihood of successful project delivery
Weighting	20%
Guidance	<p>This criterion will be used to assess the expected effectiveness and efficiency of delivery of the feasibility study; and will also consider the indicative plan, the project team’s potential capacity and capability to deliver a demonstration project in the time available. This will be assessed by looking at a range of factors, including:</p> <ul style="list-style-type: none"> • The capacity, experience and capability of the project team • The completeness and quality of the proposed project delivery plans both for the feasibility study and for the proposed demonstration project • The appropriateness and realism of the project milestones and deliverables. • The project’s access to the necessary skills and facilities; • The quality of risk assessment and contingency planning, including consideration of health and safety and other regulatory requirements.
Scoring	<p>Highest marks will be awarded to applicants who have taken all reasonable steps to maximise the likelihood of successfully delivering the projects aims (whilst recognising the innate technical risk in any innovation project) in the time allotted for both Phase 2 and 3. High scoring applications will, for example:</p> <ul style="list-style-type: none"> • Present well thought-out, robust, credible, project plans • Show a realistic and robust approach to risk management • Have a strong delivery team with proven experience of successfully delivering comparable projects • Guarantee access to any necessary specialist facilities, operational knowledge and skills, or other resources required to execute the project • Show the strong commitment of all participating organisations • Not be heavily dependent for success on external factors beyond the project’s direct control.

7.3 Scoring Guidance

We will select projects that offer the best value for money overall based on their assessment against the criteria outlined in section 7.2. The projects will be scored against the six assessment criteria set out below in Table 1. Projects must score a minimum of 60% (based on total score) to be eligible for funding.

Table 1: Scoring Guidance

Score	Description
1	There is no evidence that the question has been answered.
2-3	There is very little evidence that the question has been satisfactorily answered and major omissions are evident.
4-5	There is little evidence that the question has been satisfactorily answered and some omissions are evident. Much more clarification is needed.
6-7	There is reasonable evidence that the question has been satisfactorily addressed but some omissions are still evident and further clarification is needed.
8-9	The question has been well addressed with a good evidence base, with only minor omissions or lack of clarity.
10	There is clear evidence that the question has been completely addressed in all aspects, with question answered clearly and concisely with a strong evidence base.

8. Financial Information

Applicants are requested to provide a fixed price quotation for the work. A detailed cost breakdown is required to enable assessment of value for money.

Financial information should include costs for both Phases of the project, detailing labour (including manpower rates), material and capital equipment costs, and any travel and subsistence requirements. Applicants are required to complete a detailed financial summary template (the finance form) as part of the application process.

Financial viability checks

BEIS will undertake financial viability checks on all successful applicants. These will include looking at the latest independently audited accounts filed on the Companies House database.

Where a business is not required to file accounts with Companies House, other financial information may be requested to enable an appropriate financial viability review to be undertaken. We will be looking for evidence of your ability to resource the cashflow for the project appropriately, so the information we request will be focused on understanding how your business operates in this respect.

Before your project starts, BEIS will ask for evidence that you have the funding mechanisms in place to manage your cash flow across the life of your project. This could include letters of credit or other such mechanisms.

BEIS will not make payments in advance of need and typically makes contract payments in arrears on satisfactory completion of agreed milestones and deliverables. BEIS understands, however, the difficulties which small businesses may face when financing this type of project. BEIS will explore cash flow issues with the applicant as part of developing the financial and milestone profile during the Contract Award process. BEIS will offer flexibility in terms of profiles and payments, within the confines of the requirements for use of public money within which it operates.

9. Notification and Publication of Results

Notification

Applicants will be informed by email whether their application has been successful, subject to compliance with the terms and conditions of the Conditional Contract Offer.

BEIS may wish to publicise the results of the scheme, which may involve engagement with the media. At the end of the application and assessment process, BEIS may issue a press release or publish a notice on its website. These public documents may, for example, outline the overall results of competitions and describe some of the projects to be funded.

Some organisations may want their activities to remain confidential and you will be given a chance to opt out of any involvement in media relations activity and further case study coverage of projects, should you see this as being necessary. However, the public description of the project you provide in your application will be made available in the public domain if your application is successful, and you are not able to opt out of the project description being published. In addition, all funded projects must include reporting and dissemination milestones – agreed with BEIS – as part of their project deliverables.

Any organisation that wishes to publicise its project, at any stage, must contact the Competition Project Manager or their Project Monitoring Officer at BEIS before doing so.

Publication of results

SBRI involves a high degree of risk–benefit sharing. In return for provision of funding and non-financial support during demonstration activities, BEIS expects to be able to use and share the results and outputs of the demonstration activities with other government departments.

BEIS also wishes to publicise details of the award recipients. Therefore, on or after issuing a SBRI contract, BEIS will publish the following information:

- Identity of the participant and its partners
- Project summary information including aims and expected outcomes of the project and technology area
- Total award value

Following completion of the funded projects, BEIS will publish on its website a summary of the funded activities and the outcomes achieved. This will include a final summary report from each project detailing technical approach, and key achievements. BEIS may also revisit projects at a later date and publish an evaluation report for the scheme as a whole.

BEIS, however, recognises the need to maintain confidentiality of commercially sensitive information. We will consult applicants regarding the nature of information to be published, to protect commercially sensitive information.

10. Reporting, Knowledge Sharing, Evaluation and Intellectual Property Requirements

Reporting, Knowledge Sharing and Evaluation Requirements

There will be several requirements on contractors during the project, including after the final payment milestone:

- Reporting: to track project progress and ensure payments are made according to a schedule of milestones to be agreed with selected projects. This reporting will be in confidence to BEIS and its technical advisers and will not be published. Any changes to schedules or project plans will need to be discussed with BEIS and applicants should expect significant interaction with the team during the project.
- Evaluation of the scheme: Successful applicants will be expected to participate in an evaluation of the scheme during and after final contract payments, to assess the impact of the scheme, including value for money.
- Knowledge sharing: effective dissemination and knowledge sharing are key requirements in this Competition – and applicants will be assessed on the scope and scale of their proposed knowledge sharing activities.

Intellectual Property

The proposed arrangements for intellectual property rights and exploitation of IPR are set out in the contract terms and conditions for this competition, in Annex 5.

Suppliers will retain the intellectual property generated from the project and will be expected to identify and protect patentable knowledge within three years of its creation.

Costs associated with securing intellectual property arising from or associated with this project are not eligible for reimbursement and cannot be included in the contract price. BEIS requires a UK-wide, irrevocable, royalty-free, non-exclusive licence, together with the right to grant sub-licences, to use or publish information, data, results, outcomes or conclusions which are created in performing the project, for its non-commercial purposes.

Ownership of Demonstration Devices

Chosen suppliers will retain responsibility and ownership for the technologies and related equipment developed and used during the delivery of the contracts.

11. Feedback, Re-application and Right of Appeal

A short summary of key feedback regarding the applications will be provided to all applicants. This feedback will be based on the comments of technical assessors and the Investment Advisory Panel. No additional feedback will be provided and there will be no further discussion on the application.

The feedback from the assessors is intended to be constructive. Comments are not a checklist of points which must be answered or argued in a resubmitted application as the assessors may be different and it is your decision as to whether you act on the suggestions made.

12. Confidentiality and Freedom of Information

Where any request is made to BEIS under the Freedom of Information Act 2000 (“FOIA”) for the release of information relating to any project or applicant, which would otherwise be reasonably regarded as confidential information, BEIS will notify you of the request as soon as we become aware of it. An applicant must acknowledge that any lists or schedules provided by it outlining information it deems confidential or commercially sensitive are of indicative value only and that BEIS may nevertheless be obliged to disclose information which the applicant considers confidential.

As part of the application process all applicants are asked to submit a public description of the project. This should be a public facing form of words that adequately describes the project but that does not disclose any information that may impact on Intellectual Property (IP), is confidential or commercially sensitive. The titles of successful projects, names of organisations, amounts awarded and the description of the project may be published once the award is confirmed as final.

All assessors used during the assessment of applications will be subject to a confidentiality agreement.

13. Further Instructions to Bidders

The Department reserves the right to amend the enclosed Competition documents at any time prior to the submission deadline (5pm 4 February 2019). Any such amendment will be numbered, dated and issued on the website (<https://www.gov.uk/guidance/funding-for-low-carbon-industry>) as well as on the Contracts Finder Website at <https://www.contractsfinder.service.gov.uk/Search>. Where amendments are significant, the Department may, at its discretion, extend the deadline for receipt of tenders.

The Department reserves the right to withdraw this contract opportunity without notice and will not be liable for any costs incurred by contractors during any stage of the process. Contractors should also note that, in the event a proposal is considered to be fundamentally unacceptable on a key issue, regardless of its other merits, that proposal may be rejected. By issuing this Competition document, the Department is not bound in any way and does not have to accept the lowest, or any, proposal and reserves the right to accept a portion of any proposal unless the tenderer expressly stipulates otherwise.

Annex 1 – Technology Readiness Levels (TRLs)

Technology readiness levels are an indication of the maturity stage of development of a technology on its way to being developed for an application or product. The table below defines TRLs 1 to 9.

TRL 1 – Basic Research	Scientific research begins to be translated into applied research and development.
TRL 2 – Applied Research	Basic physical principles are observed, practical applications of those characteristics can be 'invented' or identified. At this level, the application is still speculative: there is not experimental proof or detailed analysis to support the conjecture.
Applied research and development	
TRL 3 – Critical Function or Proof of Concept Established	Active research and development is initiated. This includes analytical and laboratory studies to physically validate analytical predictions of separate elements of the technology. Examples include components that are not yet integrated or representative.
TRL 4 – Laboratory Testing/Validation of Component(s)/Process(es)	Basic technological components are integrated to establish that the pieces will work together.
TRL 5 – Laboratory Testing of Integrated/Semi-Integrated System	The basic technological components are integrated with reasonably realistic supporting elements so it can be tested in a simulated environment.
Demonstration	
TRL 6 – Prototype System Verified	Representative model or prototype system is tested in a relevant environment.
TRL 7 – Integrated Pilot System Demonstrated	Prototype near or at planned operational system, requiring demonstration of an actual system prototype in an operational environment.
Pre-commercial deployment	
TRL 8 – System Incorporated in Commercial Design	Technology is proven to work - actual technology completed and qualified through test and demonstration.
TRL 9 – System Proven and Ready for Full Commercial Deployment	Actual application of technology is in its final form - technology proven through successful operations.

Annex 2 - Eligible and Ineligible Costs

1. Eligible Costs

Directly incurred costs:

These are costs that are specific to the project that will be charged to the project as the amount spent, fully supported by an audit record justification of a claim. They comprise:

- Labour costs for all those contributing to the project, broken down by individual
- Material costs (including consumables specific to the project)
- Capital equipment costs
- Sub-contract costs
- Travel and subsistence

Indirect costs:

Indirect costs should be charged in proportion to the amount of effort deployed on the project. Applicants should calculate them, using their own cost rates. They may include:

- General office and basic laboratory consumables
- Library services / learning resources
- Typing / secretarial
- Finance, personnel, public relations and departmental services
- Central and distributed computing
- Overheads

2. Ineligible Costs

Under no circumstances can costs for the following items be claimed:

- Commercialisation activities
- Profit (i.e. applicants should not include profit for themselves or the other project team members within indirect costs or include it as a separate project cost)
- Protection of IPR
- For activities of a political or exclusively religious nature

- In respect of costs reimbursed or to be reimbursed by funding from other public authorities or from the private sector
- In connection with the receipt of contributions in kind (a contribution in goods or services as opposed to money)
- To cover interest payments (including service charge payments for finance leases)
- For the giving of gifts to individuals, other than promotional items with a value no more than £10 a year to any one individual
- For entertaining (entertaining for this purpose means anything that would be a taxable benefit to the person being entertained, according to current UK tax regulations)
- To pay statutory fines, criminal fines or penalties
- In respect of VAT that you are able to claim from HM Revenue and Customs.

Annex 3 – Q&A

This Q&A covers answers to questions that may be relevant to applicants to Phase 2 of the Industrial Fuel Switching Competition. Further questions should be submitted by the registration deadline on 21 January 2019. Questions submitted after this date may not be answered. We will reply to any queries which, in our judgement, are of material significance through an anonymised Q&A sheet published on our website.

1. How many applications can one company make?

An individual organisation may submit more than one application so long as the subject and content are materially different. Similarly, a company can partner on more than one project.

2. Please explain the difference as far as the application is concerned between a partner or a sub-contractor?

A partner will bid jointly for the requirement as a main supplier whereas a sub-contractor will work directly to the main supplier. The sub-contractor will not work directly to BEIS but to the awarded supplier if this is agreed by the main supplier bidding and added into the proposal.

3. Can the product developed as part of the Industrial Fuel Switching Competition be installed and tested outside the UK? Can a part of the total project expenditure be spent outside UK, and if so, is there a minimum threshold for expenditure within the UK?

The Guidance Notes state that the project activities “must be conducted largely in the UK (and the majority, over 50%, of the eligible project costs must be incurred in the UK).” This does not preclude elements of the project, e.g. testing, from being conducted outside of the UK. Part of the project costs can be spent outside of the UK; however, it would be for you to justify that within your application.

4. Could you confirm whether the fund is limited to UK based companies?

Non-UK companies can apply. However, the activities for any feasibility study or demonstration project procured in this Competition must be conducted largely in the UK (and the majority, over 50%, of the eligible project costs must be incurred in the UK). Provided this can be demonstrated, your application would be eligible.

5. How should we calculate overhead rates?

Overhead rates for the Industrial Fuel Switching competition are paid as percentages applied to salary costs. You should calculate your overhead rate based on the overheads incurred in your last financial year. For larger, more complex organisations you should include only those overheads which are relevant to the delivery of the project. BEIS will not fund overheads which do not relate directly to the delivery of the project. You must show clear calculations within the Finance Form to demonstrate how the percentage calculation has been reached. If you do not provide a calculation, then BEIS may award overheads at 0% as there is no evidence that overheads claimed relate to the project activity. In this respect, BEIS is different from other funding streams, such as Innovate UK or research councils.

6. Do we need to send 2 finance forms since the project will be a collaboration (e.g. between two or more companies, a company and a university, etc.) or should everything be included into 1 finance form?

Costs relating to a partner must be incorporated into a single project Finance Form. Specifically, a partner's staff costs should be entered on the Staff costs tab alongside the lead partner's staff costs (though identifying which is which is necessary), etc.

7. We are a collaborative application and need to submit a Heads of Terms for our eventual collaboration / partnership agreement. What should we include in this?

The contents of the Heads of Terms is at your discretion. However, the Heads of Terms could outline the main relevant issues and could include, for example:

- Roles and responsibilities of each collaborator / partner
- Agreed response times / deadlines for each collaborator / partner in respect of queries or information needed for claims or queries on the same
- Milestones and deadlines for activities
- Treatment of IP, confidentiality, etc.
- Dispute resolution
- Handling of risks and liabilities between the partners
- Financial reimbursement terms

N.B. BEIS will require a final draft of a collaboration agreement for the partnership before a Contract can be issued.

8. Could you please clarify whether the Phase 2 Feasibility funding is a grant funding i.e. 100% or if this is a part funding.

This is not a grant scheme. BEIS will fund 100% of the project costs up to the maximum value for each lot.

9. Who would own any capital items purchased for this competition?

BEIS will not own any capital equipment at the end of the project but will only pay the depreciation on the capital equipment (and any eligible operating costs) over life the project.

10. Please advise whether we would be required to charge VAT on invoices submitted to BEIS for reimbursement under the Programme.

VAT is recoverable and should be included.

11. Will BEIS accept minor amendments to the terms and conditions included in the Guidance document?

You may wish to raise contractual comments in an appendix however BEIS position is proposals submitted should not amend the T's and C's set out in the ITT.

12. Are references (e.g. to market research, scientific literature) required in the application form? If yes, how and where should these be formatted?

You can use appendices for information you think will support your bid.

13. What is meant by “lead contact for a group of economic operators”?

The ‘Lead contact for a group of economic operators’ means the lead for the consortium or supplier that wishes to sub-contract work. Section 5, is not about consortiums or suppliers that wish to sub-contract. It is requesting details of a parent company or bank that could guarantee the sustainability of this contract. Section 5 does need to be completed. However, Section 5.1-5.3 does not apply if you do not have a parent company.

14. The Small Business Research Initiative (SBRI) pre-commercial procurement process is being used to deliver this competition. Does this preclude for-profit companies of a particular size from competing for award funding?

Companies of any size are eligible to apply.

15. In the guidance notes you ask for a “UK-wide, irrevocable, royalty-free, non-exclusive licence, together with the right to grant sub-licences, to use or publish information, data, results, outcomes or conclusions which are created in performing the project, for its internal non-commercial purposes” however this does not align with the terms and conditions particularly 27(3) to 27(6)?

We note the contradiction, however please be reassured that we intend to use the results for internal non-commercial purposes subject to meeting the requirements of clause 28 around commercial exploitation.

Annex 4 – Declarations

Declaration 1: Statement of non-collusion

To: The Department for Business, Energy and Industrial Strategy

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

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

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

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

.....
Signature (duly authorised on behalf of the tenderer)

.....
Print name

.....
On behalf of (organisation name)

.....
Date

Declaration 2: Form of Tender

To: The Department for Business, Energy and Industrial Strategy

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

.....
Signature (duly authorised on behalf of the tenderer)

.....
Print name

.....
On behalf of (organisation name)

.....
Date

Declaration 3: Conflict of Interest

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

Signed

Name

Position

OR

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

- X
- X

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

- X
- X

Signed

Name

Position

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

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

- A professional or personal interest in the outcome of this research
- For evaluation projects, a close working, governance, or commercial involvement in

the project under evaluation

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

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

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

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

Declaration 4: Questions for tenderers**Part 1: Potential supplier Information**

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

Section 1	Potential supplier information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status Public limited company Limited company Limited liability partnership Other partnership Sole trader Third sector Other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	

Section 1	Potential supplier information	
Question number	Question	Response
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	
1.1(k)	Trading name(s) that will be used if successful in this procurement	
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) <ul style="list-style-type: none"> • Voluntary Community Social Enterprise (VCSE) • Sheltered Workshop • Public service mutual 	

Section 1	Potential supplier information	
Question number	Question	Response
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) ⁶ ?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(n)	<p>Details of Persons of Significant Control (PSC), where appropriate: ⁷</p> <ul style="list-style-type: none"> - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; <ul style="list-style-type: none"> - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. ⁸ 	

⁶ See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

⁷ UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance](#).

⁸ Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award.

Section 1	Potential supplier information	
Question number	Question	Response
	(Please enter N/A if not applicable)	
1.1(o)	<p>Details of immediate parent company:</p> <ul style="list-style-type: none"> - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) <p>(Please enter N/A if not applicable)</p>	
1.1(p)	<p>Details of ultimate parent company:</p> <ul style="list-style-type: none"> - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) <p>(Please enter N/A if not applicable)</p>	

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

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

Section 1	Bidding model	
Question number	Question	Response
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3. If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.
1.2(a) - (ii)	Name of group of economic operators (if applicable)	
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.	
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes <input type="checkbox"/> No <input type="checkbox"/>

1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.				
	Name				
	Registered address				
	Trading status				
	Company registration number				
	Head Office DUNS number (if applicable)				
	Registered VAT number				
	Type of organisation				
	SME (Yes/No)				
	The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables				
The approximate % of contractual obligations assigned to each sub-contractor					

Contact details and declaration

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

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

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

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

I am aware of the consequences of serious misrepresentation.

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

Part 2: Exclusion Grounds

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

Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1(a)	<p>Regulations 57(1) and (2)</p> <p>The detailed grounds for mandatory exclusion of an organisation are set out on this webpage, which should be referred to before completing these questions. These are also included under Annex C.</p> <p>Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.</p>	
	Participation in a criminal organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Corruption.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Fraud.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)

Section 2		Grounds for mandatory exclusion
Question number	Question	Response
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
2.1(b)	<p>If you have answered yes to question 2.1(a), please provide further details.</p> <p>Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,</p> <p>Identity of who has been convicted</p> <p>If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.</p>	
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(a)	<p>Regulation 57(3)</p> <p>Has it been established, for your organisation by a judicial or administrative decision having final and</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
	binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	

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

Section 3		Grounds for discretionary exclusion
	Question	Response
3.1	<p>Regulation 57 (8)</p> <p>The detailed grounds for discretionary exclusion of an organisation are set out on this webpage, which should be referred to before completing these questions. These are also included under Annex C.</p> <p>Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p>	
3.1(a)	Breach of environmental obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1 (b)	Breach of social obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1 (c)	Breach of labour law obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2

Section 3		Grounds for discretionary exclusion
	Question	Response
	situation arising from a similar procedure under the laws and regulations of any State?	
3.1(e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(h)	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2

Section 3		Grounds for discretionary exclusion
	Question	Response
	that prior contract, damages or other comparable sanctions?	
3.1(j)	Please answer the following statements	
3.1(j) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(j) - (ii)	The organisation has withheld such information.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(j) - (iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(j)-(iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Yes <input type="checkbox"/>

Section 3	Grounds for discretionary exclusion	
	Question	Response
		No <input type="checkbox"/> If Yes please provide details at 3.2

3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	
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Part 3: Selection Questions⁹

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

⁹ See Action Note 8/16 Updated Standard Selection Questionnaire

	criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	
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Section 5	If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:	
Name of organisation		
Relationship to the Supplier completing these questions		

5.1	Are you able to provide parent company accounts if requested to at a later stage?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Section 6	Technical and Professional Ability	

6.1	<p>Relevant experience and contract examples</p> <p>Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.</p> <p>If you cannot provide examples see question 6.3</p>
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	Contract 1	Contract 2	Contract 3
Name of customer organisation			
Point of contact in the organisation			
Position in the organisation			

E-mail address			
Description of contract			
Contract Start date			
Contract completion date			
Estimated contract value			

6.2	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)</p> <p>Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)</p>
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6.3	<p>If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.</p>
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Section 7	Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015¹⁰	
7.1	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply	Yes <input type="checkbox"/>

¹⁰ [Procurement Policy Note 9/16 Modern Slavery Act 2015](#)

	chains etc.") of the Modern Slavery Act 2015 ("the Act")?	N/A <input type="checkbox"/>
7.2	If you have answered yes to question 1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	Yes <input type="checkbox"/> Please provide relevant the url ... No <input type="checkbox"/> Please provide an explanation

Section 8 The General Data Protection Regulation (GDPR)		
8.1	<p>Compliance with the GDPR is a mandatory requirement for all contracts or agreements that involve the transfer and processing of personal data from 25th May 2018. Will your organisation be compliant with the GDPR and all Data Protection Legislation as defined in the terms and conditions applying to this Invitation to Tender by the time of contract award?</p> <p>Contractors are also required to complete Declaration 6: The General Data Protection Regulation Assurance Questionnaire for Contractors, to evidence the extent of readiness. The Authority reserves the right to seek evidence of any stated position as required, and to require the successful Contractor to increase their preparedness where necessary. If the Authority is not satisfied that the bidder is sufficiently prepared, they reserve the right to exclude the bidder from this procurement.</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>

8. Additional Questions

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

Section 9	Additional Questions	
9.1	Suppliers' Past Performance¹¹ - (please refer to supplier selection guidance - this question should only be included by central government contracting authorities)	
a.	Can you supply a list of your relevant principal contracts for goods and/or services provided in the last three years?	Yes <input type="checkbox"/> No <input type="checkbox"/>
b.	On request can you provide a certificate from those customers on the list?	Yes <input type="checkbox"/> No <input type="checkbox"/>
c.	If you cannot obtain a certificate from a customer can you explain the reasons why?	Yes <input type="checkbox"/> No <input type="checkbox"/>
d.	If the certificate states that goods and/or services supplied were not satisfactory are you able to supply information which shows why this will not recur in this contract if you are awarded it?	Yes <input type="checkbox"/> No <input type="checkbox"/>
e.	Can you supply the information in questions a. to d. above for any sub-contractors [or consortium members] who you are relying upon to perform this contract?	Yes <input type="checkbox"/> No <input type="checkbox"/>

¹¹ [Procurement Policy Note 04/15 Taking Account of Suppliers' Past Performance](#)

Declaration 5: Code of Practice¹²

I confirm that I am aware of the requirements of the Department's Code of Practice¹³ for Research and, in the proposed project, I will use my best efforts to ensure that the procedures used conform to those requirements under the following headings¹⁴:

- Responsibilities
- Competence
- Project planning
- Quality Control
- Handling of samples and materials
- Facilities and equipment
- Documentation of procedures and methods
- Research/work records

I understand that the Department has the right to inspect our procedures and practices against the requirements of the Code of Practice, and that I may be asked to provide documentary evidence of our working practices or provide access and assistance to auditors appointed by the Department.

(There is some flexibility in the application of the Code of Practice to specific research projects. Contractors are encouraged to discuss with the Department any aspects that cause them concern, in order to reach agreement on the interpretation of each requirement.)

¹² Please note that this declaration applies to individuals, single organisations and consortia.

¹³ The Code of Practice is attached to this ITT

¹⁴ Please delete as appropriate

Code of Practice for Research

Issued by the Department for Business, Energy and Industrial Strategy

The Department has developed this Code of Practice from the Joint Code of Practice issued by BBSRC; the Department for Environment, Food and Rural Affairs (Defra); the Food Standards Agency; and the Natural Environment Research Council (NERC) which lays out a framework for the proper conduct of research. It sets out the key aspects of the research process and the importance of making judgements on the appropriate precautions needed in every research activity.

The Code applies to all research funded by The Department. It is intended to apply to all types of research, but the overriding principle is fitness of purpose and that all research must be conducted diligently by competent researchers and therefore the individual provisions must be interpreted with that in mind.

PRINCIPLES BEHIND THE CODE OF PRACTICE

Contractors and consortia funded by the Department are expected to be committed to the quality of the research process in addition to quality of the evidence outputs

The Code of Practice has been created in order to assist contractors to conduct research of the highest quality and to encourage good conduct in research and help prevent misconduct.

Set out over 8 responsibilities the Code of Practice provides general principles and standards for good practice in research.

Most contractors will already have in place many of the measures set out in the

Code and its adoption should not require great effort.

COMPLIANCE WITH THE CODE OF PRACTICE

All organisations contracting to the Department (including those sub-contracting as part of a consortium) will be expected to commit to upholding these responsibilities and will be expected to indicate acceptance of the Code when submitting proposals to the Department.

Contractors are encouraged to discuss with the Department any clauses in the Code that they consider inappropriate or unnecessary in the context of the proposed research

project. The Code, and records of the discussions if held, will become part of the Terms and Conditions under which the research is funded.

Additionally, The Department may conduct (or request from the Contractor as appropriate) a formal risk assessment on the project to identify where additional controls may be needed.

MONITORING OF COMPLIANCE WITH THE CODE OF PRACTICE

Monitoring of compliance with the Code is necessary to ensure:

- Policies and managed processes exist to support compliance with the Code
- That these are being applied in practice.

In the short term, the Department can require contractors to conduct planned internal audits although the Department reserves the right to obtain evidence that a funded project is carried out to the required standard. The Department may also conduct an audit of a Contractor's research system if deemed necessary.

In the longer term it is expected that most research organisations will assure the quality of their research processes by means of a formal system that is audited by an impartial and competent third party against an appropriate internationally recognised standard that is fit for purpose.

A recommended checklist for researchers can be found on the UK Research Integrity Office (UKRIO) website at <http://www.ukrio.org/what-we-do/code-of-practice-for-research>

SPECIFIC REQUIREMENTS IN THE CODE OF PRACTICE

1. Responsibilities

All organisations contracting to the Department (including those sub-contracting as part of a consortium) will be responsible for the overall quality of research they conducted. Managers, group leaders and supervisors have a responsibility to ensure a climate of good practice in the research teams, including a commitment to the development of scientific and technical skills.

The Principal Investigator or Project Leader is responsible for all the work conducted in the project including that of any subcontractors. All staff and students must have defined responsibilities in relation to the project and be aware of these responsibilities.

2. Competence

All personnel associated with the project must be competent to perform the technical, scientific and support tasks required of them. Personnel undergoing training must be supervised at a level such that the quality of the results is not compromised by the inexperience of the researcher.

3. Project planning

An appropriate level of risk assessment must be conducted to demonstrate awareness of the key factors that will influence the success of the project and the ability to meet its objectives. There must be a written project plan showing that these factors (including research design, statistical methods and others) have been addressed. Projects must be ethical and project plans must be agreed in collaboration with the Department, taking account of the requirements of ethical committees¹⁵ or the terms of project licences, if relevant.

Significant amendments to the plan or milestones must be recorded and approved by the Department if applicable.

4. Quality Control

The organisation must have planned processes in place to assure the quality of the research undertaken by its staff. Projects must be subjected to formal reviews of an appropriate frequency. Final and interim outputs must always be accompanied by a statement of what quality control has been undertaken.

The authorisation of outputs and publications shall be as agreed by the Department, and subject to senior approval in the Department, where appropriate. Errors identified after publication must be notified to the Department and agreed corrective action initiated.

5. Handling of samples and materials

All samples and other experimental materials must be labelled (clearly, accurately, uniquely and durably), and retained for a period to be agreed by the Department. The storage and handling of the samples, materials and data must be as specified in the project plan (or proposal), and must be appropriate to their nature. If the storage conditions are critical, they must be monitored and recorded.

6. Documentation of procedures and methods

All the procedures and methods used in a research project must be documented, at least in the personal records of the researcher. This includes analytical and statistical

¹⁵ Please note ethical approval does not remove the responsibility of the individual for ethical behaviour.

procedures and the generation of a clear audit trail linking secondary processed information to primary data.

There must be a procedure for validation of research methods as fit for purpose, and modifications must be trackable through each stage of development of the method.

7. Research/work records

All records must be of sufficient quality to present a complete picture of the work performed, enabling it to be repeated if necessary.

The project leader is accountable for the validity of the work and responsible for ensuring that regular reviews of the records of each researcher are conducted¹⁶

The location of all project records, including critical data, must be recorded. They must be retained in a form that ensures their integrity and security, and prevents unauthorised modification, for a period to be agreed by the Department.

A recommended checklist for researchers can be found on the UK Research Integrity Office (UKRIO) website at <http://www.ukrio.org/what-we-do/code-of-practice-for-research>

Declaration 6: The General Data Protection Regulation Assurance Questionnaire for Contractors

¹⁶ Please note that this also applies to projects being undertaken by consortia.



Declaration 6 -
GDPR Assurance Que

Mandatory Exclusion Grounds

Public Contract Regulations 2015 R57(1), (2) and (3)

Public Contract Directives 2014/24/EU Article 57(1)

Participation in a criminal organisation

Participation offence as defined by section 45 of the Serious Crime Act 2015

Conspiracy within the meaning of

- section 1 or 1A of the Criminal Law Act 1977 or
- article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983

where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;

Corruption

Corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;

The common law offence of bribery;

Bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010, or section 113 of the Representation of the People Act 1983;

Fraud

Any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the convention on the protection of the financial interests of the European Communities:

- the common law offence of cheating the Revenue;
- the common law offence of conspiracy to defraud;
- fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
- fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;

- fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
- an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
- destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
- fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;
- the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;

Terrorist offences or offences linked to terrorist activities

Any offence:

- listed in section 41 of the Counter Terrorism Act 2008;
- listed in schedule 2 to that Act where the court has determined that there is a terrorist connection;
- under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by the previous two points;

Money laundering or terrorist financing

Money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002

An offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996

Child labour and other forms of trafficking human beings

An offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;

An offence under section 59A of the Sexual Offences Act 2003

An offence under section 71 of the Coroners and Justice Act 2009;

An offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994

An offence under section 2 or section 4 of the Modern Slavery Act 2015

Non-payment of tax and social security contributions

Breach of obligations relating to the payment of taxes or social security contributions that has been established by a judicial or administrative decision.

Where any tax returns submitted on or after 1 October 2012 have been found to be incorrect as a result of:

- HMRC successfully challenging the potential supplier under the General Anti – Abuse Rule (GAAR) or the “Halifax” abuse principle; or
- a tax authority in a jurisdiction in which the potential supplier is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or “Halifax” abuse principle;
- a failure to notify, or failure of an avoidance scheme which the supplier is or was involved in, under the Disclosure of Tax Avoidance Scheme rules (DOTAS) or any equivalent or similar regime in a jurisdiction in which the supplier is established

Other offences

Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales and Northern Ireland

Any other offence within the meaning of Article 57(1) of the Directive created after 26th February 2015 in England, Wales or Northern Ireland

Discretionary exclusions

Obligations in the field of environment, social and labour law.

Where an organisation has violated applicable obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Directive (see copy below) as amended from time to time; including the following:-

- Where the organisation or any of its Directors or Executive Officers has been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years.
- In the last three years, where the organisation has had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination.
- In the last three years, where any finding of unlawful discrimination has been made against the organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or incomparable proceedings in any jurisdiction other than the UK).
- Where the organisation has been in breach of section 15 of the Immigration, Asylum, and Nationality Act 2006;
- Where the organisation has a conviction under section 21 of the Immigration, Asylum, and Nationality Act 2006;
- Where the organisation has been in breach of the National Minimum Wage Act 1998.

Bankruptcy, insolvency

Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;

Grave professional misconduct

Guilty of grave professional misconduct

Distortion of competition

Entered into agreements with other economic operators aimed at distorting competition

Conflict of interest

Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure

Been involved in the preparation of the procurement procedure.

Prior performance issues

Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.

Misrepresentation and undue influence

The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

Additional exclusion grounds

Breach of obligations relating to the payment of taxes or social security contributions.

ANNEX X Extract from Public Procurement Directive 2014/24/EU

LIST OF INTERNATIONAL SOCIAL AND ENVIRONMENTAL CONVENTIONS REFERRED TO IN ARTICLE 18(2) —

- ILO Convention 87 on Freedom of Association and the Protection of the Right to Organise;
- ILO Convention 98 on the Right to Organise and Collective Bargaining;
- ILO Convention 29 on Forced Labour;
- ILO Convention 105 on the Abolition of Forced Labour;
- ILO Convention 138 on Minimum Age;
- ILO Convention 111 on Discrimination (Employment and Occupation);
- ILO Convention 100 on Equal Remuneration;
- ILO Convention 182 on Worst Forms of Child Labour;
- Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer;
- Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention);

- Stockholm Convention on Persistent Organic Pollutants (Stockholm POPs Convention)
- Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO) (The PIC Convention) Rotterdam, 10 September 1998, and its 3 regional Protocols.

Consequences of misrepresentation

A serious misrepresentation which induces a contracting authority to enter into a contract may have the following consequences for the signatory that made the misrepresentation: -

- The potential supplier may be excluded from bidding for contracts for three years, under regulation 57(8)(h)(i) of the PCR 2015;
- The contracting authority may sue the supplier for damages and may rescind the contract under the Misrepresentation Act 1967.
- If fraud, or fraudulent intent, can be proved, the potential supplier or the responsible officers of the potential supplier may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).
- If there is a conviction, then the company must be excluded from procurement for five years under reg. 57(1) of the PCR (subject to self-cleaning).

Annex 5 –Contract Terms and Conditions

BEIS DPF31 - BEIS STANDARD TERMS AND CONDITIONS OF CONTRACT FOR SERVICES

(including Hire, Lease and Facilities Management)

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BEIS STANDARD TERMS AND CONDITIONS OF CONTRACT FOR SERVICES

(including Hire, Lease and Facilities Management)

1. Definitions and Interpretation

(1) In these terms and conditions of contract for services (“Conditions”):

“Annex 1” means the Annex 1 (Processing, Personal Data and Data Subjects) attached to the Authority’s specification of requirements which forms part of this Contract;

“Arising Intellectual Property” means the Intellectual Property Rights which are created as a result of the Contractor’s performance of the Services;

“Authority” means the Secretary of State for Business, Energy and Industrial Strategy, acting as part of the Crown;

“Authority’s Premises” means land or buildings owned or occupied by the Authority;

“Background Intellectual Property” means Intellectual Property Rights owned, controlled or used by either of the Parties at the date of this Contract or which shall at any time thereafter become so owned, controlled or used otherwise than as a result of the performance of the Services under this Contract;

“Confidential Information”:

- a) means all information obtained by the Contractor from the Authority or any other department or office of Her Majesty's Government relating to and connected with the Contract and the Services; but
- b) does not include the Contract itself and the provisions of the Contract where, or to the extent that, the Authority publishes them by virtue of Condition 41;

the “Contract” means the agreement concluded between the Authority and the Contractor for the supply of Services, including without limitation these Conditions (to the extent that they are not expressly excluded or modified), all specifications, plans, drawings and other documents which are incorporated into the agreement;

the “Contract Period” means the period from the date of this Contract to the date of expiry of this Contract set out in the DPF41 Contract offer letter or such earlier date as this Contract is terminated in accordance with its terms;

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

the “Contractor” means the person who agrees to supply the Services and includes any person to whom all or part of the Contractor’s obligations are assigned pursuant to Condition 4;

“Contractor Personnel” means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor engaged in the performance of its obligations under this Contract, pursuant to Condition 4;

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

“the Charges” means the price agreed in respect of the Services, excluding Value Added Tax;

“Data Controller” shall have the same meaning as given in the Data Protection Legislation;

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

“Data Protection Legislation” means (i) the General Data Protection Regulation (GDPR)(Regulation (EU) 2016/679), the Law Enforcement Directive (LED) (Directive (EU) 2016/680) and any applicable national implementing Laws as amended from time to time; (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

“Data Processor” shall have the same meaning as given in the Data Protection Legislation;

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

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

“Data Subject” shall have the same meaning as given in the Data Protection Legislation;

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

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

“Intellectual Property Rights” means patents, trade marks, service marks, design rights (whether registrable or not), applications for any of those rights, copyright, database rights, trade or business names and other similar rights or obligations, whether registrable or not, in any country, including but not limited to, the United Kingdom;

“Law” means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor is bound to comply;

“MI Reporting Template” means the document (included as an annex to the DPF41 Contract offer letter) as amended in accordance with Condition 42;

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

“Personal Data” shall have the same meaning as given in the Data Protection Legislation;

“Personal Data Breach” shall have the same meaning as given in the Data Protection Legislation;

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

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

the “Services” means the services to be supplied under the Contract;

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

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

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

(2) The interpretation and construction of the Contract shall be subject to the following provisions:

- (a) a reference to any statute, enactment, order, regulation or similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as subsequently amended or re-enacted;
- (b) the headings in these Conditions are for ease of reference only and shall not affect the interpretation or construction of the Contract;

- (c) references to “person”, where the context allows, includes a corporation or an unincorporated association.

2. Acts by the Authority

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

3. Service of Notices and Communications

Any notice or other communication that either party gives under the Contract shall be made in writing and given either by hand, first class recorded postal delivery or facsimile transmission. Notice given by hand shall be effective immediately, notice given by recorded postal delivery shall be effective two working days after the date of posting, notice given by facsimile transmission shall be effective the working day after receipt by the notifying party of a transmission slip showing that the transmission has succeeded.

4. Assignment and Sub-contracting

(1) The Contractor shall not give, bargain, sell, assign, sub-contract or otherwise dispose of the Contract or any part thereof without the previous agreement in writing of the Authority.

(2) The Contractor shall not use the services of self-employed individuals in connection with the Contract without the previous agreement in writing of the Authority.

(3) If the Contractor uses a sub-contractor for the purpose of performing the Services or any part of it, the Contractor shall include in the relevant contract a provision which requires the Contractor to pay for those goods or services within 30 days of the Contractor receiving a correct invoice from the sub-contractor.

(4) The Contractor shall be responsible for the acts and omissions of his sub-contractors as though they were his own.

(5) The Authority shall be entitled to assign any or all of its rights under the Contract to any contracting authority as defined in Regulation 2(1) of the Public Services Contracts Regulations 2006, provided that such assignment shall not materially increase the burden of the Contractor's obligations under the Contract.

(6) Where the Authority notifies the Contractor that it estimates the Charges payable under this Contract are due to exceed £5 million in one or more Contract Years the Contractor shall:

- (a) subject to Condition 4(9), advertise on Contracts Finder all subcontract opportunities arising from or in connection with the provision of the Goods and/or Services and/or Works above a minimum threshold of £25,000 that arise during the Contract Period;
- (b) within 90 days of awarding a subcontract to a subcontractor, update the notice on Contracts Finder with details of the successful subcontractor;
- (c) monitor the number, type and value of the subcontract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
- (d) provide reports on the information in Condition 4(6)(c) to the Authority in the format and frequency as reasonably specified by the Authority; and
- (e) promote Contracts Finder to its Contractors and encourage those organisations to register on Contracts Finder.

(7) Each advert referred to in Condition 4(6)(a) above shall provide a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Contracts Finder by the Contractor.

(8) The obligation in Condition 4(6)(a) shall only apply in respect of subcontract opportunities arising after the contract award date.

(9) Notwithstanding Condition 4(6), the Contracting Authority may, by giving its prior written approval, agree that a subcontract opportunity is not required to be advertised on Contracts Finder.

5. Entire Agreement

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

6. Waiver

- (1) The failure by either party to exercise any right or remedy shall not constitute a waiver of that right or remedy.

- (2) No waiver shall be effective unless it is communicated to the other party in writing.

- (3) A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.

7. Severability

If any Condition, clause or provision of the Contract not being of a fundamental nature is held to be unlawful, invalid or unenforceable by a court or tribunal in any proceedings relating to the Contract, the validity or enforceability of the remainder of the Contract shall not be affected. If the court finds invalid a provision so fundamental as to prevent the accomplishment of the purpose of the Contract, the parties shall immediately commence negotiations in good faith to remedy the invalidity.

8. Confidentiality

- (1) The Contractor agrees not to disclose any Confidential Information to any third party without the prior written consent of the Authority. To the extent that it is necessary for the Contractor to disclose Confidential Information to its staff, agents and sub-contractors, the

Contractor shall ensure that such staff, agents and sub-contractors are subject to the same obligations as the Contractor in respect of all Confidential Information.

- (2) Condition 8(1) shall not apply to information which:
 - (a) is or becomes public knowledge (otherwise than by breach of these Conditions or a breach of an obligation of confidentiality);
 - (b) is in the possession of the Contractor, without restriction as to its disclosure, before receiving it from the Authority or any other department or office of Her Majesty's Government;
 - (c) is required by law to be disclosed;
 - (d) was independently developed by the Contractor without access to the Confidential Information.

- (3) The obligations contained in this Condition shall continue to apply after the expiry or termination of the Contract.

- (4) The Contractor shall not handle or examine any document or thing bearing a Government security classification of “Confidential”, “Secret” or “Top Secret” other than in a Government establishment and the Contractor shall not remove any such document or thing from such Government establishment without the prior written consent of the Authority.

- (5) The Contractor shall not communicate with representatives of the general or technical press, radio, television or other communications media, with regard to the Contract, unless previously agreed in writing with the Authority.

- (6) Except with the prior consent in writing of the Authority, the Contractor shall not make use of the Contract or any Confidential Information otherwise than for the purposes of carrying out the Services.

9 Freedom of Information

(1) The Contractor acknowledges that the Authority is subject to the requirements of the Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations SI 2004 No. 3391 (“EIR”) and shall assist and cooperate with the Authority, at the Contractor’s expense, to enable the Authority to comply with these information disclosure requirements.

(2) In this Condition:-

“Information” has the meaning ascribed to it in section 84 of the FOIA;

“Request for Information” has the meaning ascribed to it in section 8 of the FOIA, or any apparent request for information under the FOIA or EIR.

(3) The Contractor shall (and shall procure that its subcontractors shall):-

(a) Transfer any Request for Information to the Authority as soon as practicable after receipt and in any event within two working days;

(b) Provide the Authority with a copy of all Information in its possession or power in the form that the Authority requires within five working days (or such other period as the Authority may specify) of the Authority requesting that Information;

(c) Provide all necessary assistance as reasonably requested by the Authority to enable it to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.

(4) The Authority shall be responsible for determining, at its absolute discretion, whether any Information:-

(a) is exempt from disclosure in accordance with the provisions of the FOIA or the EIR;

(b) is to be disclosed in response to a Request for Information.

In no event shall the Contractor respond directly to a Request of Information unless expressly authorised to do so in writing by the Authority.

(5) The Contractor acknowledges that the Authority may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of the FOIA (issued under section 45 of the FOIA in November 2004), be obliged under the FOIA or the EIR to disclose Information unless an exemption applies. The Authority may at its discretion consult the Contractor with regard to whether the FOIA applies to the Information and whether an exemption applies.

(6) The Contractor shall ensure that all Information produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit the Authority to inspect such records as requested from time to time.

(7) The Contractor acknowledges that any lists or schedules provided by it outlining information it deems confidential or commercially sensitive are of indicative value only and that the Authority may nevertheless be obliged to disclose information which the Contractor considers confidential in accordance with Conditions 9(4) and (5).

10. Amendments and Variations

Subject to Condition 18(7) no amendment or variation to the terms of the Contract shall be valid unless previously agreed in writing between the Authority and the Contractor.

11. Invoices and Payment

(1) The Contractor shall submit invoices at times or intervals agreed by the Authority in the Contract or otherwise. The Contractor shall ensure that any invoice it submits sets out the Authority's Purchase Order or contract number, the Charges and, where not all of the Services have been completed, the relevant part of the Charges with an appropriate breakdown of time worked, the part of the Services (if all the Services have not been completed) and period to which the invoice relates, and its confirmation that the Services (or relevant part of the Services referred to on the invoice) have been fully performed.

(2) In consideration of the provision of the Services by the Contractor, the Authority shall pay the Charges after receiving a correctly submitted invoice as set out in Condition

11(1). Such payment shall normally be made within 30 days of receipt of the correctly submitted invoice.

(3) The Contractor shall not be entitled to charge for the provision of any services that are not part of the Services agreed within the Contract, unless the Contract has been properly varied in advance in accordance with Condition 10.

(4) The Authority may reduce payment in respect of any Services that the Contractor has either failed to provide or has provided inadequately, without prejudice to any other rights or remedies of the Authority.

(5) If the Contractor believes that payment for a correctly submitted invoice is overdue, he should, in the first instance, speak to the named contact on the face of the Contract. In the event that the problem is not resolved to his satisfaction, he should write to the Head of Procurement at the Department for Business, Energy and Industrial Strategy setting out his case. The Head of Procurement shall ensure that the complaint is dealt with by an official who is independent of the main contact and that the Contractor is not treated adversely in future for having made a complaint.

(6) For the purpose of calculating any statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998, the relevant date for the payment of the debt shall be deemed to be the last day of a period of 30 days commencing on the day when the Authority received the invoice, or, if the Contractor had not completed the Services (or the part of the Services to which the invoice relates) before submitting the invoice, the last day of a period of 30 days commencing on the day when the Contractor completed the Services, (or the part of the Services to which the invoice relates).

12. Accounts

(1) The Contractor shall keep full and proper accounts, records and vouchers relating to all expenditure reimbursed by the Authority and all payments made by the Authority in respect of the Services.

(2) The Contractor shall permit the Authority acting by its officers, servants and agents or independent auditor on request and at all reasonable times to examine all accounts, records and vouchers at the offices of the Contractor or at such other places as the Authority shall direct, and to take copies of such accounts, records and vouchers and the Contractor shall provide the Authority or its independent auditor with such explanations relating to that expenditure as the Authority may request.

(3) The Contractor shall ensure that the said accounts, records and vouchers are available for a period of six years after termination or expiry of the Contract.

13. Recovery of Sums Due

(1) Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor, such sum may be deducted from any amount then due, or which at any time thereafter may become due, to the Contractor under this Contract or any other agreement or arrangement with the Authority or with any other department or office of Her Majesty's Government.

(2) Any over-payment by the Authority to the Contractor whether in respect of the Charges or Value Added Tax shall be a sum of money recoverable from the Contractor pursuant to Condition 13(1) above or otherwise.

14. Value Added Tax

(1) The Authority shall pay to the Contractor, in addition to the Charges, a sum equal to the Value Added Tax chargeable on the value of the Services provided in accordance with the Contract.

(2) Any invoice or other request for payment of monies due to the Contractor under the Contract shall, if he is a taxable person, be in the same form and contain the same information as if the same were a tax invoice for the purposes of Regulations made under the Value Added Tax Act 1994.

(3) The Contractor shall, if so requested by the Authority, furnish such information as may reasonably be required by the Authority relating to the amount of Value Added Tax chargeable on the Services.

15. Provision of Services

(1) The Contractor shall provide the Services in accordance with and as specified in the Contract to the satisfaction of the Authority whose decision shall be final and conclusive. The Authority shall have the power to inspect and examine the performance of the Services at the Authority's Premises at any reasonable time or, provided that the Authority gives reasonable notice to the Contractor, at any other premises where any part of the Services is being performed.

(2) If the Authority informs the Contractor that the Authority considers any part of the Services to be inadequate or in any way differing from the Contract, and this is other than as a result of default or negligence on the part of the Authority, the Contractor shall at his own expense re-schedule and perform the work correctly within such reasonable time as may be specified by the Authority.

(3) The Authority may at any time demand that the Contractor suspend the provision of the Services. If the Authority exercises such right to suspend the provision of the Services or any part of them, or if the Contractor is delayed in proceeding with the provision of the Services by the Authority (otherwise than as a consequence of a breach of the Contract, or a breach of duty or fault or negligence on the part of the Contractor), the Authority shall be responsible for loss incurred by the Contractor as a result of such suspension or delay. Subject to the Contractor taking reasonable steps to mitigate its loss, the Contractor will be able to recover from the Authority under this Condition only for those losses which:

(a) were reasonably foreseeable by the Authority as arising as a direct result of the suspension or delay; and

(b) relate to the cost of any commitments entered into by the Contractor which cannot be met as a result of the suspension or delay and in respect of which the Contractor cannot obtain a refund (where the Contractor has already paid in relation to the commitment) or is obliged to pay (where the Contractor has not already paid in relation to the commitment).

The provisions of this Condition shall not apply where the reason for the suspension of the Services arises from circumstances beyond the control of the Authority.

(4) If the performance of the Contract by the Contractor is delayed by reason of any act on the part of the Authority or by industrial dispute (other than by an industrial dispute occurring within the Contractor's or its sub-contractor's organisation) or any other cause which the Contractor could not have prevented then the Contractor shall be allowed a reasonable extension of time for completion. For the purposes of this Condition, the Contractor shall be deemed to have been able to prevent causes of delay that are within the reasonable control of the Contractor's staff, agents and sub-contractors.

(5) Timely provision of the Services shall be of the essence of the Contract, including in relation to commencing the provision of the Services within the time agreed or on a specified date.

(6) The Contractor warrants that it shall provide the Services with all due skill, care and diligence, and in accordance with good industry practice and legal requirements.

(7) Without prejudice to the provision of Condition 13(1), the Contractor shall reimburse the Authority for all reasonable costs incurred by the Authority which have arisen as a direct consequence of the Contractor's delay in the performance of the Contract which the Contractor had failed to remedy after being given reasonable notice by the Authority.

16. Progress Report

(1) Where formal progress reports are required by the Contract, the Contractor shall render such reports at such time and in such form as may be specified by the Authority, or as otherwise agreed between the Contractor and the Authority.

(2) The submission and acceptance of progress reports shall not prejudice any rights of the Authority under the Contract.

17. Contractor's Personnel

(1) The Authority reserves the right to refuse to admit to the Authority's Premises any person employed by the Contractor or its sub-contractors, whose admission would be undesirable in the opinion of the Authority.

(2) If and when requested by the Authority, the Contractor shall provide a list of the names and addresses of all persons who may at any time require admission in connection with the performance of the Services to the Authority's Premises, specifying the role in which each such person is concerned with the Contractor and giving such other particulars as the Authority may require.

(3) If and when requested by the Authority, the Contractor shall procure from each person identified by the request, a signed statement that he understands that the Official Secrets Acts 1911 to 1989 applies to him both during the carrying out and after expiry or termination of the Contract and that he will comply with the provisions of those Acts in so far as they apply to the work he is performing under the Contract.

(4) If and when requested by the Authority the Contractor agrees that it will submit any person employed by the Contractor or its sub contractors to the Authority's security vetting procedure. The Contractor further agrees that any individual who refuses to submit to such vetting procedure or does not attain the clearance it affords will not carry out any work on the Contract which the Authority certifies as suitable only for people who have passed its security vetting procedure.

(5) If the Contractor fails to comply with paragraph (2) (3) or (4) of this Condition and the Authority decides that such failure is prejudicial to its interests, the Authority may immediately terminate the Contract by notice in writing to the Contractor, provided that such termination shall be without prejudice to any accrued rights of, or to any rights that shall accrue thereafter to, the Authority.

18. Indemnities and Insurance

- (1) The Contractor shall hold harmless and indemnify the Authority on demand from and against all claims, demands, proceedings, actions, damages, costs (including legal costs), expenses and any other liabilities arising from claims made by the Authority's staff or agents, or by third parties, in respect of any death or personal injury, or loss or destruction of or damage to property, or any other loss, destruction or damage, including but not limited to financial losses which are caused, whether directly or indirectly, by the breach of contract or breach of duty (whether in negligence, tort, statute or otherwise) of the Contractor, its employees, agents or sub-contractors.

- (2) The Contractor shall be liable to the Authority for any loss, damage, destruction, injury or expense, whether direct or indirect, (and including but not limited to loss or destruction of or damage to the Authority's property, which includes data) arising from the Contractor's breach of contract or duty (whether arising in negligence, tort, statute or otherwise).

- (3) The Contractor shall effect with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor in respect of the indemnities provided under the Contract, which in any event shall not be less than £1,000,000, and shall at the request of the Authority produce the relevant policy or policies together with receipt or other evidence of payment of the latest premium due there under.

- (4) Nothing in these Conditions nor in any part of the Contract shall impose any liability on any member of the staff of the Authority or its representatives in their personal capacity.

- (5) The Contractor shall indemnify the Authority against all proceedings, actions, claims, demands, costs (including legal costs), charges, expenses and any other liabilities arising from or incurred by reason of any infringement or alleged infringement of any third party's Intellectual Property Rights
used by or on behalf of the Contractor for the purpose of the Contract, providing that any such infringement or alleged infringement is not knowingly caused by, or contributed to, by any act of the Authority.

(6) The Authority shall indemnify the Contractor against all proceedings, actions, claims, demands, costs (including legal costs), charges, expenses and any other liabilities arising from or incurred by reason of any infringement or alleged infringement of any third party's Intellectual Property Rights used at the request of the Authority by the Contractor in the course of providing the Services, providing that any such infringement or alleged infringement is not knowingly caused by, or contributed to by, any act of the Contractor.

(7) Except in relation to death or personal injury as referred to in Condition 18(1), and subject to Conditions 18(5) and 31(15) the amount of liability under this clause shall be limited to a sum of £4,000,000 or twice the contract value, whichever is the greater, or such other sum as may be agreed in writing between the Head of Procurement on behalf of the Authority and the Contractor.

19 Termination for Insolvency or Change of Control

- (1) The Contractor shall notify the Authority in writing immediately upon the occurrence of any of the following events:
- a) where the Contractor is an individual, if a petition is presented for his bankruptcy, or he makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage his affairs; or
 - b) where the Contractor is not an individual but is a firm or a number of persons acting together, if any event in Condition 19(1)(a) or (c) occurs in respect of any partner in the firm or any of those persons, or if a petition is presented for the Contractor to be wound up as an unregistered company; or
 - c) where the Contractor is a company or limited liability partnership, if the company or limited liability partnership enters administration or passes a resolution to wind up or the court makes an administration order or a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge; or
 - d) the Contractor undergoes a change of control, where "control" is interpreted in accordance with Section 1124 of the Corporation Tax Act 2010.

(2) After receipt of the notice under paragraph (1) above or earlier discovery by the Authority of the occurrence of any of the events described in that paragraph, the Authority may, by notice in writing to the Contractor, terminate the Contract with immediate effect without compensation to the Contractor and without prejudice to any right or action or remedy which may accrue to the Authority thereafter. The Authority's right to terminate the Contract under Condition 19(1)(d) will exist until the end of a period of three months starting from receipt of the notice provided by the Contractor pursuant to Condition 19(1), or such other period as is agreed by the parties.

20. Termination for Breach of Contract

If either party commits a material breach of the Contract which is either not capable of remedy, or, if it is capable of remedy, he fails to remedy such breach within 28 days of being notified by the other party in writing to do so, that other party shall be entitled to terminate the Contract with immediate effect by notice in writing to the party that committed the material breach and without prejudice to any other rights or remedies of either party in respect of the breach concerned or any other breach of the Contract.

21. Cancellation

The Authority shall be entitled to terminate the Contract, or to terminate the provision of any part of the Services, by giving to the Contractor not less than 28 days' notice in writing to that effect. Once it has given such notice, the Authority may extend the period of notice at any time before it expires, subject to agreement on the level of Services to be provided by the Contractor during the period of extension.

22. Dispute Resolution

(1) The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract.

(2) If the parties cannot resolve the dispute pursuant to paragraph (1) of this Condition, the dispute may, by agreement between the parties, be referred to mediation pursuant to paragraph (4) of this Condition.

- (3) The performance of the Services shall not cease or be delayed by the reference of a dispute to mediation pursuant to paragraph (2) of this Condition.
- (4) If the parties agree to refer the dispute to mediation:
- (a) in order to determine the person who shall mediate the dispute (the “Mediator”) the parties shall by agreement choose a neutral adviser or mediator from one of the dispute resolution providers listed by the Government Procurement Service on its website or in its printed guidance on dispute resolution within 30 days after agreeing to refer the dispute to mediation;
 - (b) the parties shall within 14 days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the parties may at any stage seek assistance from the Government Procurement Service to provide guidance on a suitable procedure;
 - (c) unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings;
 - (d) if the parties reach agreement on the resolution of the dispute within 60 days of the Mediator being appointed, or such longer period as may be agreed between the parties, the agreement shall be reduced to writing and shall be binding on the parties once it is signed by both the Authority and the Contractor;
 - (e) failing agreement within 60 days of the Mediator being appointed, or such longer period as may be agreed between the parties, either of the parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both parties.

(5) If the parties do not agree to refer the dispute to mediation, or if the parties fail to reach agreement as to who shall mediate the dispute pursuant to Condition 22(4)(a) or if they fail to reach agreement in the structured negotiations within 60 days of the Mediator being appointed or such longer period as may be agreed by the parties, then any dispute or difference between them may be referred to the courts.

23. Bribery and corruption

(1) The Contractor shall not, and shall ensure that its staff, sub-contractors and agents do not:

- a) offer or promise, to any person employed by or on behalf of the Authority any financial or other advantage as an inducement or reward for the improper performance of a function or activity, or for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Authority;
- b) agree to receive or accept any financial or other advantage as an inducement or reward for any improper performance of a function or activity in relation to this Contract or any other contract with the Authority; or
- c) enter into the Contract or any other contract with the Authority or any other department or office of Her Majesty's Government in connection with which commission has been paid, or agreed to be paid by him or on his behalf, or to his knowledge, unless, before the Contract is made, particulars of any such commission and the terms and conditions of any agreement for the payment thereof, have been disclosed in writing to any person duly authorised by the Authority to act as its representative for the purpose of this Condition.

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

(2) Any breach of this Condition by the Contractor, or by any person employed or engaged by him or acting on his behalf (whether with or without his knowledge), or any act or omission by the Contractor, or by such other person, in contravention of the Bribery Act 2010 or any other anti-corruption law, in relation to this Contract or any other contract with the Authority, shall entitle the Authority to terminate the Contract with immediate effect by notice in writing and to recover from the Contractor the amount of any loss resulting from

such termination and the amount of the value of any such gift, consideration or commission as the Authority shall think fit.

(3) Where the Contract has been terminated under paragraph (2) of this Condition, there shall be deemed to be a failure to commence the provision of the Services, enabling the Authority to terminate the Contract with immediate effect and the Authority will not be obliged to pay the Charges.

(4) In any dispute, difference or question arising in respect of:

a) the interpretation of this Condition (except so far as the same may relate to the amount recoverable from the Contractor under paragraph (2) of this Condition in respect of any loss resulting from such determination of the Contract); or

b) the right of the Authority to determine the Contract; or

c) the amount or value of any gift, consideration or commission,

the decision of the Authority shall be final and conclusive.

24. Official Secrets

The Contractor's attention is drawn to the provisions of the Official Secrets Acts 1911 to 1989. The Contractor shall take all reasonable steps by display of notices or by other appropriate means to ensure that all persons employed in connection with the Contract have notice that these statutory provisions apply to them and will continue so to apply after the expiry or earlier termination of the Contract.

25. Special Provisions

In the case of any conflict or inconsistency between these general Conditions and any specific terms of the Contract, the latter shall prevail.

26. Conflict of Interest

(1) The Contractor shall ensure that there is no conflict of interest as to be likely to prejudice his independence and objectivity in performing the Contract and undertakes that upon becoming aware of any such conflict of interest during the performance of the Contract (whether the conflict existed before the award of the Contract or arises during its performance) he shall immediately notify the Authority in writing of the same, giving particulars of its nature and the circumstances in which it exists or arises and shall furnish such further information as the Authority may reasonably require.

(2) Where the Authority is of the opinion that the conflict of interest notified to it under paragraph (1) above is capable of being avoided or removed, the Authority may require the Contractor to take such steps as will, in its opinion, avoid, or as the case may be, remove the conflict and:

a) if the Contractor fails to comply with the Authority's requirements in this respect;
or

b) if, in the opinion of the Authority, it is not possible to remove the conflict,

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

(3) Notwithstanding Condition 26(2), where the Authority is of the opinion that the conflict of interest which existed at the time of the award of the Contract could have been discovered with the application by the Contractor of due diligence and ought to have been disclosed as required by the tender documents pertaining to it, the Authority may terminate the Contract immediately for breach of a fundamental condition and, without prejudice to any other rights, recover from the Contractor the amount of any loss resulting from such termination.

27. Intellectual Property Rights

(1) Subject to Condition 27(4), all Background Intellectual Property used or supplied under this Contract in connection with the Services shall remain the property of the Party introducing the same and nothing contained in this Contract or any licence agreement pertaining or pursuant to the Contractor's performance of the Services shall affect the rights of either Party in its Background Intellectual Property.

(2) Subject to Conditions 27(3) and 28(5), any Arising Intellectual Property shall belong to the Contractor.

(3) The Contractor hereby grants to the Authority a worldwide, irrevocable, royalty-free, non-exclusive licence at no cost to the Authority, together with the right to grant sub-licences, to use or publish any Arising Intellectual Property, Data, results, outcomes or conclusions which are created in performing the Services, for such purposes as the Authority in its absolute discretion deem fit.

(4) The Contractor hereby grants to the Authority a worldwide, irrevocable, royalty-free, non-exclusive licence at no cost to the Authority, to use any Background Intellectual Property used in the performance of the Services, that is essential to the functioning and use of the Arising Intellectual Property.

(5) The Contractor shall procure for the Authority any worldwide, irrevocable, royalty-free licence, at no cost to the Authority, from any third party, to use any Intellectual Property Rights that are essential to the functioning and use of the Arising Intellectual Property.

(6) Under clauses 27(3), 27(4) and 27(5) the Authority shall only grant sub-licences to third parties if, after three years from the date of this Contract, the Arising Intellectual Property has not been commercially exploited by the Contractor, or the Contractor has established a monopoly position.

28. Exploitation of Intellectual Property

(1) The Contractor shall inform the Authority of any Arising Intellectual Property, Data, results, outcomes or conclusions which are created in performing the Services and which are capable of exploitation whether patentable or not.

(2) The Contractor shall, as appropriate, devise, publish, implement and maintain procedures for the management of Arising Intellectual Property and in particular, but without limitation, shall use its best endeavours to ensure that:

- a) the Data which constitutes Arising Intellectual Property is identified, recorded and carefully distinguished from the outputs of other research;
- b) prior to any publication of materials created in the course of performing the Services, patentable inventions comprised within the Arising Intellectual Property are identified, duly considered for patentability and, where it is reasonable so to do, patent applications in respect thereof are filed at the British or European Patent Office; and
- c) all such patent applications are diligently executed having regard to all relevant circumstances.

(3) The Contractor shall permit the Authority to monitor the operation and effectiveness of the Contractor's procedures for the management of Intellectual Property Rights in such a way as the Authority considers reasonably necessary.

(4) Consistent with the good management of Intellectual Property Rights and the continued agreement of the Authority, the Contractor shall use its best endeavours to:

a) promote the dissemination of the Arising Intellectual Property; and

b) once the Contractor has performed the Services to the satisfaction of the Authority, commercially exploit any Arising Intellectual Property to generate either capital or revenue or both.

(5) If, within three years of its creation, any Arising Intellectual Property has not been commercially exploited by the Contractor the Contractor shall if requested by the Authority assign the Arising Intellectual Property to the Authority.

(6) The Contractor shall not transfer ownership of the Arising Intellectual Property without the consent of the Authority.

(7) If, within three years of its creation, any Arising Intellectual Property has not been commercially exploited by the Contractor or the Contractor has established a monopoly position, the Authority may require the Contractor to licence the Arising Intellectual Property to third parties nominated by the Authority. Should the Authority choose to exercise its discretion under this clause, it will notify the Contractor in accordance with clause 3.

29. Rights of Third Parties

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

30. Government Property

(1) All Government Property shall remain the property of the Authority and shall be used in the execution of the Contract and for no other purpose whatsoever except with the prior agreement in writing of the Authority.

(2) All Government Property shall be deemed to be in good condition when received by or on behalf of the Contractor unless he notifies the Authority to the contrary within 14 days or such other time as is specified in the Contract.

(3) The Contractor undertakes to return any and all Government Property on completion of the Contract or on any earlier request by the Authority.

(4) The Contractor shall, except as otherwise provided for in the Contract, repair or replace or, at the option of the Authority, pay compensation for all loss, destruction or damage occurring to any Government Property caused or sustained by the Contractor, or by his servants, agents or sub-contractors, whether or not arising from his or their performance of the Contract and wherever occurring, provided that if the loss, destruction or damage occurs at the Authority's Premises or any other Government premises, this Condition shall not apply to the extent that the Contractor is able to show that any such loss, destruction or damage was not caused or contributed to by his negligence or default or the neglect or default of his servants, agents, or sub-contractors.

(5) Where the Government Property comprises data issued in electronic form to the Contractor (including Personal Data) the Contractor shall not store, copy, disclose or use such electronic data except as necessary for the performance by the Contractor of its obligations under the Contract (including its obligation to back up electronic data as provided in Condition 30(6) below) or as otherwise expressly authorised in writing by the Authority.

(6) The Contractor shall perform secure back ups of all such electronic data in its possession and shall ensure that an up to date back up copy is securely stored at a site other than that where any original copies of such electronic data are being stored.

(7) The Contractor shall, and shall procure that its sub-contractors, agents and personnel, shall observe best practice when handling or in possession of any such electronic data. By way of example if the Contractor removes any such data or information from a Government establishment, or is sent such data or information by the Authority it shall ensure that the data and any equipment on which it is stored or is otherwise being processed is kept secure at all times. The Contractor shall impress on any of its sub-contractors, agents and personnel who are required to handle or have possession of such electronic data that they must safeguard it all times, and shall not place it in jeopardy for example by leaving it unattended in a vehicle or on public transport or by transmitting or posting it by insecure means.

(8) If at any time the Contractor suspects or has reason to believe that such electronic data has or may become corrupted, lost, destroyed, altered (other than to the extent that

the Contractor alters it by lawful processing in accordance with its obligations under this contract) or so degraded as a result of the Contractor's default so as to be unusable then the Contractor shall notify the Authority immediately and inform the Authority of the remedial action the Contractor proposes to take.

(9) The Contractor shall indemnify the Authority against all claims and proceedings, and all costs and expenses incurred in connection therewith arising from the corruption, loss, destruction, alteration (other than by lawful processing permitted by this Contract) or degradation of electronic data which claims would not have arisen but for some act, omission, misrepresentation or negligence on the part of the Contractor or sub-contractors, agents and personnel and hold it harmless against all costs, losses and liability whatsoever incurred by it arising out of any action or inaction on its part in relation to any of its obligations as set out in this Contract which results in such corruption, loss or degradation.

31. Data Protection

(1) The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Data Controller and the Contractor is the Data Processor. The only processing that the Contractor is authorised to do is listed in Annex 1 by the Authority and may not be determined by the Contractor.

(2) The Contractor shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.

(3) The Contractor shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, include:

(a) a systematic description of the envisaged processing operations and the purpose of the processing;

(b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;

(c) an assessment of the risks to the rights and freedoms of Data Subjects; and

(d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

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

(a) process that Personal Data only in accordance with Annex 1, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;

(b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Authority as appropriate to protect against a Data Loss Event having taken account of the:

(i) nature of the data to be protected;

(ii) harm that might result from a Data Loss Event;

(iii) state of technological development; and

(iv) cost of implementing any measures;

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

(c) ensure that:

(i) the Contractor Personnel do not process Personal Data except in accordance with this Contract and in particular Annex 1;

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Contractor's duties under this clause;

(B) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-Processor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Authority or as otherwise permitted by this Contract; and

(D) have undergone adequate training in the use, care, protection and handling of Personal Data.

(d) do not transfer Personal Data outside of the European Union unless the prior written consent of the Authority has been obtained and provided the following conditions are fulfilled:-

- (i) the Authority or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Authority;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and
 - (iv) the Contractor complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data.
- (5) Subject to clause (6), the Contractor shall notify the Authority immediately if it:
- (a) receives a Data Subject Request (or purported Data Subject Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

(f) becomes aware of a Data Loss Event.

(6) The Contractor's obligation to notify under clause (5) shall include the provision of further information to the Authority in phases, as details become available.

(7) Taking into account the nature of the processing, the Contractor shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause (5) (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:

(a) the Authority with full details and copies of the complaint, communication or request;

(b) such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;

(c) the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;

(d) assistance as requested by the Authority following any Data Loss Event;

(e) assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.

(8) The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:

(a) the Authority determines that the processing is not occasional;

(b) the Authority determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and

(c) the Authority determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

(9) The Contractor shall allow for audits of its Data Processing activity by the Authority or the Authority's designated auditor.

(10) The Contractor shall designate a Data Protection Officer if required by the Data Protection Legislation.

(11) Before allowing any Sub-Processor to process any Personal Data related to this Contract, the Contractor must:

(a) notify the Authority in writing of the intended Sub-Processor;

(b) obtain the written consent of the Authority;

(c) enter into a written Contract with the Sub-Processor which give effect to the terms set out in this Condition 31 such that they apply to the Sub-Processor; and

(d) provide the Authority with such information regarding the Sub-Processor as the Authority may reasonably require.

(12) The Contractor shall remain fully liable for all acts or omissions of any Sub-Processor.

(13) The Authority may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).

(14) The Parties agree to take account of any guidance issued by the Information Commissioner's Office in respect of the Data Protection Legislation that is applicable to this Contract and shall make such variations to this Contract as the Authority may reasonably require to give effect to such guidance in accordance with Condition 10.

(15) If the Contractor fails to comply with any provision of this Condition 31, the Authority may terminate the Contract immediately in which event the provisions of

Condition 20 shall apply.

(16) The Contractor shall indemnify the Authority against all claims and proceedings, and all costs and expenses incurred in connection therewith, made or brought against the Authority by any person in respect of the Data Protection Legislation or equivalent applicable legislation in any other country which claims would not have arisen but for some act, omission, misrepresentation or negligence on the part of the Contractor, its sub-contractors and Sub-Processors and hold it harmless against all costs, fines, losses and liability whatsoever incurred by it arising out of any action or inaction on its part in relation to any of its obligations as set out in this Contract which results in the Authority being in breach of its obligations under the Data Protection Legislation or equivalent applicable legislation in any other country.

(17) Upon expiry of this Contract or termination of this Contract for whatever reason, the Contractor shall, unless specified in Annex 1, notified otherwise by the Authority or required by law, immediately cease any processing of the Personal Data on the Authority's behalf and as required by the Authority:

- (a) provide the Authority with a complete and uncorrupted version of the Personal Data in electronic form (or such other format as reasonably required by the Authority); and
- (b) erase from any computers, storage devices and storage media that are to be retained by the Contractor after the expiry of the Contract. The Contractor will certify to the Authority that it has completed such deletion.

(18) Where processing of the Personal Data continues after the expiry or termination of this Contract as specified in Annex 1, notified otherwise by the Authority or required by law, the Contractor shall comply with the provisions of this Condition 31 for as long as the Contractor continues to process the Personal Data and such provisions shall survive the expiry or termination of this Contract.

(19) Where the Contractor is required to collect any Personal Data on behalf of the Authority, it shall ensure that it provides the data subjects from whom the Personal Data are collected with a privacy notice in a form to be agreed with the Authority.

32. Payment of taxes: income tax and NICs

- (1) Where the Contractor is liable to be taxed in the UK in respect of consideration received under the Contract, the Contractor shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax in respect of that consideration.
- (2) Where the Contractor is liable to National Insurance Contributions (NICs) in respect of consideration received under the Contract, the Contractor shall at all times comply with the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to NICs in respect of that consideration.
- (3) The Authority may, at any time during the term of the Contract, require the Contractor to provide information to demonstrate that:
 - a) the Contractor has complied with paragraphs (1) and (2) above; or
 - b) the Contractor or its staff are not liable to the relevant taxes.

- (4) A request under paragraph (3) above may specify the information which the Contractor must provide and a reasonable deadline for response.
- (5) The Authority may supply any information which it receives under paragraph (3) to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.
- (6) The Contractor shall ensure that any sub-contractors (including consultants) and agents engaged by the Contractor for the purpose of the Services are engaged on, and comply with, conditions equivalent to those in paragraphs (1) to (5) above and this paragraph (6), and the Contractor shall, on request, provide the Authority with evidence to satisfy the Authority that the Contractor has done so. Those conditions shall provide both the Contractor and the Authority with the right to require the sub-contractor or agent to provide information to them equivalent to paragraph (3), and the Contractor shall obtain that information where requested by the Authority.
- (7) The Authority may terminate the Contract with immediate effect by notice in writing where:
 - a) the Contractor does not comply with any requirement of this Condition 32; or
 - b) the Contractor's sub-contractors or agents do not comply with the conditions imposed on them under paragraph (6) above.
- (8) In particular (but without limitation), the Authority may terminate the Contract under paragraph (7) above:
 - a) in the case of a request under paragraph (3):
 - i. the Contractor fails to provide information in response to the request within the deadline specified; or
 - ii. the Contractor provides information which is inadequate to demonstrate how the Contractor or (where relevant) its sub-contractors and agents have complied with the conditions set out or referred to in paragraphs (1) to (6);
 - or
 - b) the Authority receives information which demonstrates, to its reasonable satisfaction, that the Contractor, its sub-contractors or agents, are not complying with those conditions.

33. Payment of taxes: Occasions of Tax Non-compliance

- (1) This Condition 33 applies where the consideration payable by the Contractor under the Contract equals or exceeds £5,000,000 (five million pounds).

- (2) The Contractor represents and warrants that it has notified the Authority in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non Compliance.
- (3) If, at any point during the term of the Contract, an Occasion of Tax Non-Compliance occurs, the Contractor shall:
- a) notify the Authority in writing of such fact within 5 working days of its occurrence; and
 - b) promptly provide to the Authority:
 - i) details of the steps which the Contractor is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
 - ii) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.
- (4) In the event that:
- a) the warranty given by the Contractor pursuant to paragraph (2) of this Condition is materially untrue;
 - b) the Contractor commits a material breach of its obligation to notify the Authority of any Occasion of Tax Non-Compliance as required by paragraph (3) of this Condition; or
 - c) the Contractor fails to provide details of proposed mitigating factors which, in the reasonable opinion of the Authority, are acceptable,
- the Authority may terminate the Contract with immediate effect by notice in writing.
- (5) In this Condition 33, “Occasion of Tax Non-Compliance” means:

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

and/or

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

(6) For the purpose of paragraph (5):

- a) “DOTAS” means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992;
- b) “General Anti-Abuse Rule” means:
- (i) the legislation in Part 5 of the Finance Act 2013; and
 - (ii) any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;

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

34. Equality and non-discrimination

- (1) The Contractor shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 and any other anti-discrimination legislation in relation to the provision of the Services or otherwise and shall take all reasonable steps to ensure that its staff, sub-contractors and agents do not do so
- (2) The Contractor shall comply with the Authority’s equality scheme as published on the Authority’s website, and shall take all reasonable steps to ensure that its staff, sub-contractors and agents do so.
- (3) The Authority may (without prejudice to its other rights under the Contract) terminate the Contract with immediate effect by notice in writing where the Contractor fails (or the Contractor’s staff, sub-contractors or agents fail) to comply with paragraphs (1) or (2) of this Condition.

35. Welsh Language Act

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

36. Sustainable Procurement

- (1) The Contractor shall comply in all material respects with all applicable environmental laws and regulations in force from time to time in relation to the Services. Without prejudice to the generality of the foregoing, the Contractor shall promptly provide all such information regarding the environmental impact of the Services as may reasonably be requested by the Authority.
- (2) The Contractor shall meet all reasonable requests by the Authority for information evidencing compliance with the provisions of this Clause by the Contractor.

- (3) All written outputs, including reports, produced in connection with the Contract shall (unless otherwise specified) be produced on recycled paper containing at least 80% post consumer waste and used on both sides where appropriate.

37. Other Legislation

The Contractor shall, and shall procure that its sub-contractors, agents and personnel, comply with all other applicable law.

38. Contractor Status

Nothing in the Contract shall create or be construed as creating a partnership, joint venture, a contract of employment or relationship of employer and employee, or a relationship of principal and agent between the Authority and the Contractor.

39. Transfer of Services

(1) Where the Authority intends to continue with services equivalent to any or all of the Services after termination or expiry of the Contract, either by performing them itself or by the appointment of a replacement contractor, the Contractor shall (both during the term of the Contract and, where relevant, after its expiry or termination):

- (a) provide all information reasonably requested to allow the Authority to conduct the procurement for any replacement services; and
- (b) use all reasonable endeavours to ensure that the transition is undertaken with the minimum of disruption to the Authority.

(2) Without prejudice to the generality of paragraph (1) of this Condition, the Contractor shall, at times and intervals reasonably specified by the Authority, provide the Authority (for the benefit of the Authority, any replacement Contractor and any economic operator bidding to provide the replacement services) such information as the Authority may reasonably require relating to the application or potential application of the Transfer of Undertakings (Protection of Employment) Regulations 2006 including the provision of employee liability information.

(3) Without prejudice to the generality of paragraph (1) of this Condition, the contractor shall co-operate fully during the transition period and provide full access to all data, documents, manuals, working instructions, reports and any information, whether held in electronic or written form, which the Authority considers necessary.

40. Law and Jurisdiction

The Contract shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

41. Transparency

(1) In order to comply with the Government's policy on transparency in the areas of procurement and contracts, the Authority will, subject to Conditions 41(2) and (3), publish the Contract and the tender documents issued by the Authority which led to its creation on a designated web site.

(2) The entire Contract and all the tender documents issued by the Authority will be published on that web site save where the Authority, in its absolute discretion, considers that the relevant documents, or their contents, would be exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000.

(3) Where the Authority considers that any such exemption applies, the Authority will redact the relevant documents to the extent that the Authority considers the redaction is necessary to remove or obscure the relevant material, and those documents will be published on the designated web site subject to those redactions.

(4) Where the Parties later agree changes to the contract, the Authority will publish those changes, and will consider any redaction, on the same basis.

(5) In Condition 41(1) the expression "tender documents" means the advertisement issued by the Authority seeking expressions of interest, the pre qualification questionnaire and the invitation to tender and the contract includes the Contractor's proposal.

42. Monitoring and Management Information

- (1) Where requested by the Authority, the Contractor shall supply to the Authority and/or to the Cabinet Office such information relating to the Services and to the Contractor's management and performance of the Contract as they may require.
- (2) The information referred to in Condition 42(1) may include, but is not limited to, the following: Line Item Amount, Invoice Line Description, Invoice Line Number, Currency Code, Order Date, VAT Inclusion Flag, VAT Rate, List Price, Number of Items, Unit of Purchase Quantity, Price per Unit, Contractor Service Code, Service description and/or name, UNSPSC Code, Taxonomy Code and/or Name, Geographical, Project Code, Project description, Project Start Date, Project Delivery Date (Estimate and Actual), Total project cost and Project Stage. The information may also, without limitation, include information relating to the capability of the Contractor (and any key sub-Contractor) to continue to perform the Contract (including information on matters referred to in regulations 23 to 27 of the Public Contracts Regulations 2006).
- (3) The information referred to in Condition 42(1) shall be supplied in such form and within such timescales as the Authority or the Cabinet Office may reasonably require.
- (4) The Contractor agrees that the Authority may provide the Cabinet Office, any other government department or agency or any other person or entity referred to in Condition 43(2) (Information Confidential to the Contractor), with information obtained under this Condition 42 and any other information relating to the Services procured and any payments made under the Contract.
- (5) Upon receipt of the information supplied by the Contractor in response to a request under Condition 42(1) or receipt of information provided by the Authority to the Cabinet Office under Condition 42(4) the Contractor hereby consents to the Cabinet Office (acting through the Government Procurement Service):
 - a) storing and analysing the information and producing statistics; and
 - b) sharing the information or any statistics produced using the information, with any person or entity referred to in Condition 43(2).
- (6) The Authority may make changes to the type of information which the Contractor is required to supply and shall give the Contractor at least one calendar month's written notice of any such changes.
- (7) Where the Authority notifies the Contractor that it estimates the Charges payable under this Contract are due to exceed £5 million in one or more Contract Years the Contractor agrees and acknowledges that it shall, in addition to any other management information

requirements set out in this Contract, at no charge, provide such timely, full, accurate and complete SME management information (MI) reports to the Authority as the Authority shall require which incorporate the data described in the MI Reporting Template which is:

- (a) the total contract revenue received directly on a specific contract;
- (b) the total value of sub-contracted revenues under the contract (including revenues for non-SMEs/non-VCSEs); and
- (c) the total value of sub-contracted revenues to SMEs and VCSEs.

(8) The SME management information reports referred to in Condition 42(7) shall be provided in the correct format as required by the MI Reporting Template and any guidance issued by the Authority from time to time. The Contractor shall use the initial MI Reporting Template, and which may be changed from time to time (including the data required and/or format) by the Authority by issuing a replacement version. The Authority shall give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used.

(9) The Contractor further agrees and acknowledges that it may not make any amendment to the current MI Reporting Template without the prior written approval of the Authority.

43. Information confidential to the Contractor

(1) Unless agreed expressly by both parties in writing, in a confidentiality agreement identifying the relevant information, information obtained by the Authority from the Contractor shall not constitute confidential information relating to the Contractor.

(2) Where any information held by the Authority does constitute confidential information relating to the Contractor, the Authority shall nonetheless have the right to disclose that information:

- a) on a confidential basis to any other government department or agency for any proper purpose of the Authority or of that department or agency;

- b) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - c) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
 - d) on a confidential basis to a professional adviser, consultant, Contractor or other person engaged by any of the entities described in sub-paragraph a) (including any benchmarking organisation) for any purpose relating to or connected with the Contract or the Services;
 - e) on a confidential basis for the purpose of the exercise of its rights under the Contract; or
 - f) on a confidential basis to a proposed successor body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract.
- (3) For the purpose of paragraph (2) of this Condition, references to disclosure on a confidential basis mean disclosure subject to a confidentiality agreement.

Annex: Processing, Personal Data and Data Subjects

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

BEIS Data Protection Officer
 Department for Business, Energy and Industrial Strategy
 1 Victoria Street
 London
 SW1H 0ET

Email: dataprotection@beis.gov.uk

The contact details of the Contractor’s Data Protection Officer are: [To be completed]

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

Any such further instructions shall be incorporated into this Annex.

Description	Details
Subject matter of the processing	<p>The processing is needed to ensure the successful delivery of the Fuel Switching Competition, and its primary aim of accelerating the development solutions that enables industrial processes to switch low carbon fuels.</p> <p>The processing of names and business contact details of staff of both the Authority and the Contractor will be necessary to deliver the Services exchanged during the course of the Contract, and to undertake Contract and performance management.</p> <p>The Contract itself will include the names and business contact details of staff of both the Authority and the Contractor involved in managing the Contract.</p>
Duration of the processing	<p>Processing will take place from [insert date of start of Contract] for the duration of the Contract. The Contract will end on [insert date of end of contract] but may be extended until [date of end of final extension period].</p>
Nature and purposes of the processing	<p>The nature of processing will include the storage and use of names and business contact details of staff of both the Authority and the Contractor as necessary to deliver the Services and to undertake Contract and performance</p>

Description	Details
	management. The Contract itself will include the names and business contact details of staff of both the Authority and the Contractor involved in managing the Contract.
Type of Personal Data	Names, business telephone numbers and email addresses, office location and position of staff of both the Authority and the Contractor as necessary to deliver the Services and to undertake Contract and performance management. The Contract itself will include the names and business contact details of staff of both the Authority and the Contractor involved in managing the Contract.
Categories of Data Subject	Staff of the Authority and the Contractor, including where those employees are named within the Contract itself or involved within contract management.
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under European Union or European member state law to preserve that type of data</p>	<p>The Contractor will provide the Authority with a complete and uncorrupted version of the Personal Data in electronic form (or such other format as reasonably required by the Authority) and erase from any computers, storage devices and storage media that are to be retained by the Contractor after the expiry of the Contract. The Contractor will certify to the Authority that it has completed such deletion.</p> <p>Where Personal Data is contained within the Contract documentation, this will be retained in line with the Department’s privacy notice found within the Invitation to Tender.</p>

