**Schedule 15 (Carbon Reduction)**

*[Guidance: The use of this Schedule is optional and may not be suited to every supplier. This schedule has been included in the Mid-Tier Contract as a result of PPN 016. When deciding whether this Schedule should be included in its contract, the Buyer may wish to consider the applicability of any relevant SPPN.]*

1. Definitions

[**Optional**: **"Buyer Net Zero Target"**: [20XX], being the date by which the Buyer commits to achieve Net Zero;]

**"Carbon Footprint"** the sum of GHG Emissions from an individual, product, organisation or country, measured in tonnes of carbon dioxide-equivalent (t CO2e);

**"Contract Carbon Footprint"** the GHG Emissions resulting from the execution of the Contract as described by the GHG Protocol Corporate Standard;

**"Carbon Reduction Plan (CRP)"** a [Carbon Reduction Plan](https://www.gov.uk/government/publications/procurement-policy-note-0621-taking-account-of-carbon-reduction-plans-in-the-procurement-of-major-government-contracts/guidance-on-adopting-and-applying-ppn-0621-selection-criteria-html) in response to PPN 016;

**"Emissions Reduction"** the reduction of GHG Emissions from a product, service, contract, organisation or country;

**"Emissions Reduction Target (ERT)"** the target for Emissions Reduction for each year of the Contract, expressed as a percentage;

**"Emissions Report"** a report, substantially in the form set out in Table 1, containing, as a minimum, details of the GHG Emissions for this Contract against the Reporting Scopes for each Contract Year, details of any newly identified GHG Hotspots and details of any decarbonisation opportunities;

**"GHG Emissions Reduction Plan (ERP)"** a plan, substantially in the form set out in Table 2, containing the key activities and interventions that will lead to Emissions Reduction;

**"Greenhouse Gas Emissions (GHG Emissions)"** the release of greenhouse gases as defined in the GHG Protocol, typically measured in tonnes of carbon dioxide-equivalent (t CO2e).

**"GHG Hotspots"** processes, operations, and activities that have a proportionately large contribution to the total GHG Emissions for the Contract;

**"Government Net Zero Target"** the 2050 target date by which the UK government has committed to achieve Net Zero, pursuant to the Climate Change Act 2008 (2050 Target Amendment) Order 2019;

**"Net Nero"** Net Zero is a state in which the amount of GHG Emissions released into the atmosphere are balanced by the amount of GHG Emissions removed;

**"Reporting Scopes"** the following categories of GHG Emissions:

* + - 1. **"**[**Scope 1 Emissions**](https://ghgprotocol.org/sites/default/files/Guidance_Handbook_2019_FINAL.pdf)**"** GHG Emissions that come from the Supplier directly, e.g. from burning fuel in vehicles or boilers that the Supplier owns;
      2. **"**[**Scope 2 Emissions**](https://ghgprotocol.org/scope-2-guidance)**"**: GHG Emissions from the Supplier’s use of electricity; and
      3. **"**[**Scope 3 Emissions**](https://ghgprotocol.org/scope-3-calculation-guidance-2)**"** Scope 3 is broken down into 15 sub-categories, including emissions associated with the goods and services you buy, financial services such as investments, and others such as waste or transportation. There are five Scope 3 categories included in the reporting for a Supplier’s CRP: upstream transportation and distribution; waste generated in operations; business travel; employee commuting; and downstream transportation and distribution; and

**"Supplier Net Zero Target"** the date by which the Supplier commits to achieve Net Zero.

1. Net Zero Obligation
   1. The Supplier shall, through best endeavours, ensure that their environmental impact is minimised throughout the delivery of the Contract. [The Supplier acknowledges that the Buyer has its own operational Buyer Net Zero Target of [20xx], and Emissions Reduction achieved in the delivery of this Contract will contribute to achieving this aim.]
2. Net Zero Commitment

***[Guidance: The Government Net Zero Target is used to align with the requirements of PPN 016, which requires Suppliers bidding for major government contracts to commit to achieving Net Zero by 2050 and publish a Carbon Reduction Plan.***

***There are two versions of Paragraph 3:***

* ***the first should be included for contracts where a CRP was required as part of the conditions of participation; and***
* ***the second should be included for contracts where a CRP was not required as part of the conditions of participation.***

***This Paragraph asks the Supplier to acknowledge the Government Net Zero Target and obliges them to set their Supplier Net Zero Target if they haven’t already got one. Where contracts have been in scope of PPN 016, the Supplier will have provided this information as part of their demonstration of compliance with the conditions of participation.***

***If the Supplier did provide a CRP, as PPN 016 requires that the CRP is updated annually, then this requirement will be less burdensome if Authorities can align the reporting dates at points 2.3 and 2.4 to the annual CRP update date.***

***A CRP confirms the Supplier’s commitment to achieving Net Zero by 2050, contains GHG Emissions reported for all required Reporting Scopes and indicates the environmental management measures that the Supplier will be able to apply when performing the contract. For more guidance and a CRP template, please see PPN 016.]***

***[Guidance: This Paragraph should be used where a CRP was required as part of the conditions of participation,*** ***delete this Paragraph if not applicable]***

* 1. [Optional: The Supplier acknowledges and understands the Government Net Zero Target. Accordingly, and in line with PPN 016, the Supplier shall:
     1. set a Supplier Net Zero Target with a target achievement date the same as or earlier than the Government Net Zero Target;
     2. maintain its Carbon Reduction Plan (CRP) in accordance with PPN 016;
     3. provide details of steps it is taking as an organisation to reduce its Carbon Footprint in the form of Emissions Reduction initiatives; [and]
     4. [**Optional:** where required to do so, undertake and keep up to date full and complete records of GHG Emissions reporting activity undertaken by the Supplier with supporting data and provide the same to the Buyer each year; and]
     5. attend, on reasonable notice, meetings with the Buyer Representative or other nominated representative to present the Supplier’s CRP to achieve, and current progress towards, the Supplier Net Zero Target [and the Supplier shall refresh its CRP accordingly]].

***[Guidance: This Paragraph should be used where a CRP was not required as part of the conditions of participation, delete this Paragraph if not applicable]***

OR

* 1. [Optional: The Supplier acknowledges and understands the Government Net Zero Target. Accordingly, the Supplier shall:
     1. set a Supplier Net Zero Target with a target achievement date the same as or earlier than the Government Net Zero Target;
     2. provide details of any steps it is taking as an organisation to reduce its Carbon Footprint in the form of Emissions Reduction initiatives; [and]
     3. **[Optional:** create a Carbon Reduction Plan, in line with PPN 016, within the first 12 months of contract;]
     4. [**Optional:** where required to do so, undertake and keep up to date full and complete records of GHG Emissions reporting activity undertaken by the Supplier with supporting data and provide the same to the Buyer each year; and]
     5. [attend, on reasonable notice, meetings with the Buyer Representative or other nominated representative to present the Supplier’s CRP to achieve, and current progress towards, the Supplier Net Zero Target.] [and the Supplier shall refresh its CRP accordingly.]
  2. If the Buyer, having reviewed the Emissions Report and discussed with the Supplier its progress to achieve the Supplier Net Zero Target, determines (acting reasonably) that the Supplier is making insufficient progress towards achieving the Supplier Net Zero Date, the Buyer may work with the Supplier to determine and implement a suitable rectification plan [in accordance with the Rectification Plan Process].

1. Net Zero Contractual Commitments

***[Guidance: There are three versions of Paragraph 4:***

* ***the first is for contracts where a CRP was required as part of the conditions of participation;***
* ***the second is for contracts where a CRP was not required as part of the conditions of participation; and***
* ***the third is for contracts where a CPR was not required as part of the conditions of participation, but was required by Paragraph 3.***

***This section requires the Supplier to set Emissions Reduction targets for the delivery of the contract (not at an organisational level) and outline specific actions/ behaviours that will be part of the delivery of the contract.]***

***[Guidance: This Paragraph should be used where a CRP was required as part of the conditions of participation, delete this Paragraph if not applicable.]***

* 1. [**Optional:** The Supplier commits to delivering this contract in line with its published Contract Reduction Plan, as per PPN 016, and to support the achievement of the Supplier Net Zero Target and the Government Net Zero Target.]

OR

***[Guidance: This Paragraph should be used where a CRP was not required as part of the conditions of participation, delete this Paragraph if not applicable.]***

* 1. [**Optional**: The Supplier commits to delivering this contract in a manner which supports the achievement of the Supplier Net Zero Target and the Government Net Zero Target.]

OR

***[Guidance: This Paragraph should be used where a CRP was not required as part of the conditions of participation, but was required by Paragraph 2 delete this Paragraph if not applicable.]***

* 1. [**Optional**: The Supplier commits to delivering this contract in line with its Contract Reduction Plan and to support the achievement of the Supplier Net Zero Target and the Government Net Zero Target.]
  2. The Supplier shall create a Contract Carbon Footprint by undertaking an assessment of the GHG Emissions for this Contract within [X] months of the Effective Date. The assessment shall aim to quantify the GHG Emissions associated with resources, time and assets deployed in the delivery of the Contract and, in particular, identify GHG Hotspots.

***[Guidance: Alternative specific standards can be referenced here, if more appropriate to the Greenhouse Gas Protocol's Product Standard/ ISO 14064 sector or contract type]***

* 1. The GHG Emissions assessment outlined in Paragraph 5 should adhere to the [[Greenhouse Gas Protocol's Product Standard](https://ghgprotocol.org/product-standard) / [ISO 14064](https://www.iso.org/standard/66453.html) / **Insert** other standard] and should be conducted to a mutually-agreed level of assurance. The GHG Emissions to be included in the assessment shall be mutually agreed between the Supplier and the Buyer.

***[Guidance: 10% is given in Paragraph 4 as an indicator. The reduction target will be agreed by the Supplier and the Buyer and should be proportionate to the subject matter of the contract and proportionate to its nature, complexity and cost. Authorities may wish to include these considerations as part of their pre-tender market engagement activities.***

***This is the target that will be used to calculate any optional Gain-Share payments due to the Supplier as set out in Paragraph 6.]***

* 1. The Supplier undertakes to, within [X] months of the Effective Date, develop and implement a Carbon Reduction Plan, in the form set out in Table 2, for the contract, with the objective of reducing the Contract Carbon Footprint of this contract by [10%] per Contract Year throughout the Contract Period (the “**Emissions Reduction Target (ERT)**”), initially focusing on GHG Hotspots and shall update and provide a copy of the Carbon Reduction Plan to the Buyer annually.
  2. The Supplier warrants to the Buyer that:
     1. it has sufficient resources, infrastructure and materials to achieve the ERT by the date of the expiry of the Contract;
     2. none of the Goods and Services supplied under this contract will be of lower quality as a result of working towards the ERT; and
     3. it will not offer preferential terms and conditions to those other customers who do not require an ERT or similar obligations in their contracts.

***[Guidance: Paragraph 4.6 requirements should be relevant to the subject matter of the contract and proportionate to its nature, complexity and cost. The Buyer may wish to include these considerations as part of their pre-tender market engagement activities.]***

* 1. [**Optional**: At the Buyer’s request, the Supplier shall arrange for an independent assessment and verification of the Contract Carbon Footprint. The Supplier shall make a copy of the results available to the Buyer as soon as reasonably practicable. The Buyer may request this independent assessment no more than once in any period of [two] Contract Years.]

1. Reporting

[***Guidance: The Buyer may wish to cross reference Social Value commitments where relevant Reporting Metrics have been used from the Social Value Model]***

* 1. The Supplier shall:
  2. re-assess the GHG Emissions every Contract Year; and
  3. provide the Buyer with a written report of the results of each assessment within [X] months of the completion under Paragraph [4.4] of this Schedule 15 using Table 1: Emissions Report below and every following [X] months. The Buyer, acting reasonably, may make adjustments to the content or frequency of Emissions Reports as required.

1. Gain-share

***[Guidance: This section is optional. It should be used to incentivise the Supplier to continue to reduce their Contract Carbon Footprint, even when they’ve reached the annual reduction target. Where this optional section is used, the Buyer should consider whether there are any subsidy control implications, which will be contract specific, and may need to seek legal advice accordingly.]***

* 1. [**Optional**: Where the Supplier reduces the Contract Carbon Footprint by more than the Emissions Reduction Target percentage stated in Paragraph 4 in any one year then the following gain-share mechanism shall apply (“**Gain-Share Mechanism**”):

**Gain-Share Mechanism:**

X = Contract Carbon Footprint in Year 1 (measured in tonnes of CO2e)

Y = Contract Carbon Footprint in Year 2 (measured in tonnes of CO2e). This shall be recorded under “Actual Emissions” in Table 2.

X x % Reduction Target (e.g.10%) = the Emissions Reduction Target expressed in tonnes of CO2e to be achieved in the following year.

Note: The reduction target should be recorded under “Emissions Reduction Target (ERT) (%)” in Table 2.

X – Y = the difference in Contract Carbon Footprint between Previous Year and current Year (measured in tonnes of CO2e). This is known as the “**Actual Emissions Reduction**” (Actual ER).

Actual ER – ERT = “**Additional Emissions Reduction**” for the contract above the agreed [10]% required by Paragraph 4 (Additional ER).

Additional ER x 50% of the market rate, as determined by the [UK ETS Authority of the UK Emissions Trading Scheme (UK ETS)](https://www.gov.uk/government/publications/determinations-of-the-uk-ets-carbon-price)\* to offset 1 tonne of CO2e = payment made to the Supplier under the Gain-Share Mechanism (“**Gain-Share Payment**”).

\*As determined by the [UK ETS Authority of the UK Emissions Trading Scheme (UK ETS)](https://www.gov.uk/government/publications/determinations-of-the-uk-ets-carbon-price)]

* 1. The maximum cumulative value of any Gain-Share Payment(s) due to the Supplier in any year of the Contract shall be equal to [up to a maximum of 5]% of the value of the Goods/Services provided by the Supplier to the Buyer in respect of that same year.]
  2. The Gain-Share Payment shall only become due for payment after any verification process is complete.
  3. The Supplier shall invoice the Buyer for any Gain-Share Payment after it has become due for payment and in the absence of any dispute about the level of the Gain-Share Payment it shall be paid by the Buyer as if it were part of the Charges.
  4. The Supplier shall invest at least [X]% of any Gain-Share Payment(s) received by the Supplier into green/ sustainability initiatives. The Buyer reserves the right to ask the Supplier for evidence that it is complying with this requirement.]

1. Net Zero Modification
   1. The Parties agree to, wherever possible, perform their obligations under this Contract in a way that minimises the Contract Carbon Footprint associated with the activities under this Contract.

***[Guidance: Paragraphs 7.2-7.7 below set out a modification procedure to reduce the Contract Carbon Footprint. These paragraphs are intended to be included in Contracts which do not already contain an agreed change control procedure. Where the Contract contains a change control procedure, these Paragraphs may be replaced with: “In accordance with the Change Control Procedure, either Party may request or propose a Net Zero modification in the performance of either Party’s obligations under the Contract in order to reduce the Contract Carbon Footprint resulting from this Contract.”]***

* 1. Either Party may serve written notice to the other Party, requesting or proposing a Net Zero modification in the performance of either Party’s obligations under the Contact in order to reduce the Contract Carbon Footprint resulting from this Contract (the “**Net Zero Modification Notice**”).
  2. The Net Zero Modification Notice must outline how the proposal will be implemented and must include:
     1. the reason for the proposed Net Zero modification, including how the modification will assist in delivering the Emissions Reduction Target or, alternatively, how the Net Zero modification will improve the Contract Carbon Footprint;
     2. the time within, and the manner in which, the Supplier proposes to implement the proposed Net Zero modification;
     3. the effect the proposed Net Zero modification will have on delivery of the contract (including any extension of time required to the date for practical completion); and
     4. any approvals required to implement the proposed Net Zero modification, and the effect of the proposed Net Zero modification on any existing approvals.
  3. The requested Net Zero modification:
     1. must be capable of being implemented within [60] days following agreement between the Parties;
     2. must not result in an increase in an overall liability or cost to either Party or a reduction in the quality of Goods or Services delivered to either Party by the other as contemplated by this Contract; and
     3. must not cause a reduction in compensation due to either Party under the Contract.
  4. Within [X] days of receipt of the Net Zero Modification Notice, the notified Party must provide the notifying Party with a written response either:
     1. accepting the request in the Net Zero Modification Notice [and outlining a way to implement it] within [60] days;
     2. requesting further information; or
     3. rejecting the request in the Net Zero Modification Notice and explaining, reasonably and in good faith:
        1. why the request would have a [material] negative impact on the notified party in terms of cost, quality, legal risk, or other relevant factors; or
        2. why the request would not have a material impact on reducing the Contract Carbon Footprint resulting from this Contract.
  5. Where the request in the Net Zero Modification Notice is accepted, the Contract shall be modified following the Variation Procedure.
  6. If the notified party rejects the request in the Net Zero Modification Notice in accordance with Paragraph 7.5.3 but the notifying Party does not agree that the request would have a material negative impact on the notified Party then both Parties shall resolve the Dispute in accordance with the Dispute Resolution Procedure.

1. Remediation Plan

***[Guidance: This section is intended to hold the Supplier to account for any failures to meet their Net Zero contractual commitments. The Buyer can require the Supplier to implement an improvement plan where it is unlikely to meet its target.]***

* 1. The Supplier shall notify the Buyer as soon as it becomes aware of any reason why it might fail to achieve any of the obligations in Paragraph 4. The Buyer shall work with the Supplier to agree a remediation plan for the Supplier [in accordance with the Rectification Plan Process].

1. Fuel Emissions

***[Guidance: This Paragraph should be applicable to most contracts, however it should be removed if not relevant to the Contract]***

* 1. The Supplier shall avoid fuel emissions wherever possible by:
     1. arranging meetings using e-conferencing services where face-to-face meetings are not required by the Buyer;
     2. using logistics to rationalise journeys and minimise miles travelled in the transportation of goods to Buyer Premises;
     3. providing online and webinar-based training for Supplier Staff, minimising the need for travel to attend courses; and
     4. encouraging Supplier Staff to use electric/hybrid vehicles or the rail service rather than petrol, diesel powered vehicles or short haul flights.

1. [Optional Additional Net Zero Paragraphs]

***[Guidance: Authorities will want to include requirements which are appropriate for their Contract, ensuring that these are relevant to the subject matter of the Contract and proportionate and do not create unnecessary burdens upon the Supplier/ supply chain.]***

1. Net Zero Supply Chain Cascade

[***Guidance: This section is optional. If these paragraphs are used, the Buyer will want to include requirements which are appropriate for the Contract, ensuring that these are relevant to the subject matter of the Contract and proportionate to its nature, complexity and cost and do not create unnecessary burdens on the Supplier/supply chain.***

***If the Contract is related to buildings and infrastructure development then the Buyer may want to refer to*** [***PAS2080***](https://www.bsigroup.com/en-GB/products-and-services/assessment-and-certification/product-certification/certify-your-commitment-to-a-more-sustainable-built-environment-carbon-management-in-infrastructure-pas-2080/?creative=685302656329&keyword=pas2080&matchtype=e&network=g&device=c&utm_source=google&utm_medium=cpc&utm_campaign=uk-as-pcert-lg-built-nst-pas2080-builtenvironmentconstruction_bim_sgm-0024&utm_content=685302656329&utm_term=pas2080&adposition=&adgroup=149501117645&gad_source=1&gclid=Cj0KCQiA2KitBhCIARIsAPPMEhJrHPqBneR6zNy_RbG4BSUQdb2-EOFUCVhqpxk2JKrC5-z2oGF63jMaAtT6EALw_wcB)***.***

***The engagement referenced in Paragraph 11.1 could include training, advice on strategy, and sharing best practice on methods of improving sustainability, etc..***

***As an alternative to Paragraph 11.1, the Buyer may wish to specify in Paragraph 11.2 additional provisions of this Schedule which will be included in Sub-Contracts. In doing so, the Buyer may give consideration to the impact that this may have on particular Suppliers and how this would impact their procurement. For example, some suppliers are likely to be more sophisticated than others in the carbon reduction initiatives they are able to implement.]***

* 1. [The Supplier shall engage their Subcontractors to improve their sustainability and encourage them to set their own targets.]
  2. [The Supplier shall ensure that terms equivalent to those set out in Paragraph 2 of this Schedule are included in all Sub-Contracts that relate to the Supplier’s obligations under this Contract.]
  3. [The Supplier shall, in line with the Government Net Zero Target [and Buyer Net Zero Target] and Emissions Reduction contract targets:
     1. agree responsibilities for Emissions Reduction with Key Subcontractors; and
     2. map the supply chain and identify critical Subcontractors].

1. [Optional and Sector Specific Paragraphs]

***[Guidance: Optional and Sector specific Paragraphs can be found in Annex A and should be included here where relevant to the subject matter of the Contract and proportionate.***

***When including these T&Cs please ensure that there is no duplication with any Paragraphs included in other Contract Schedules]***

1. GHG Emissions Reporting

***[Guidance - All reports and the content of these reports below are optional. The Buyer will want to select and amend those reports and requirements which are appropriate for the Contract, ensuring that these are relevant to the subject matter of the Contract and proportionate to its nature, complexity and cost and do not create unnecessary burdens upon the Supplier. Supplier engagement on this is key as some Suppliers will be more advanced in T&Cs of GHG Emissions reporting than others. For example, where the procurement is not in scope of PPN 016 it may not be appropriate to require the Supplier to report on all Scopes defined below. If the procurement is in scope of PPN 016 it may only be appropriate to require the Supplier to provide contract Scope 3 emissions for the five categories included in the CRP; however some Suppliers may be able to provide GHG Emissions reporting for additional categories, or there may be specific categories that are more relevant to the Contract.***

***The Buyer should test their proposed GHG Emissions reporting requirements with potential Suppliers as part of their preliminary market engagement, and should ensure that GHG Emissions reporting requirements are relevant to the subject matter of the Contract and, proportionate to its nature, complexity and cost and do not place undue burdens on Suppliers, especially SME and VCSE Suppliers.***

***The Emissions Report should outline emerging GHG Hotspots and key decarbonisation opportunities for consideration and provide supporting narrative to explain how interventions have affected the results.***

***The Buyer should ensure that there is no duplication with other Contract Schedules]***

Table 1: Emissions Report

| **Contract Year** | **Contract Emissions** | | | **Emerging GHG Hotspots**  **(including narrative to explain how interventions have affected the results)** | **Decarbonisation Opportunities**  **(including narrative to explain how interventions have affected the results)** |
| --- | --- | --- | --- | --- | --- |
| **Scope 1** | **Scope 2** | **Scope 3** |
| **Year 1** |  |  |  |  |  |
| **Year 2** |  |  |  |  |  |
| **Year 3** |  |  |  |  |  |
| **Year 4** |  |  |  |  |  |

Table 2: Carbon Reduction Plan

| **GHG Hotspot** | **Contract Year** | **Estimated Emissions** | **Actual Emissions** | **Emissions Reduction Target (ERT) (%)** | **Actual Reduction (%)** |
| --- | --- | --- | --- | --- | --- |
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Annex – Optional Paragraphs

***[Guidance: The Optional Paragraphs found in this Annex should be included here where relevant to the subject matter of the Contract and proportionate. When including these T&Cs please ensure that there is no duplication with any Paragraphs included in other Contract Schedules]***

## **Part A - General Provisions**

1. For the provision and disposal of Goods:
   1. Suppliers should ensure waste is minimised and the amount of waste sent to landfill is reduced. Suppliers should also ensure packaging material is recyclable where possible;
   2. where a Good is unsuitable for refurbishment, the Supplier shall ensure the Good is recycled or disposed of in an environmentally friendly manner;
   3. the Supplier shall provide the Buyer with appropriate evidence that the Good has been disposed of in accordance with the requirements of the duty of care for waste as set out in the [Waste Duty of Care Code of Practice 2018,](https://www.gov.uk/government/publications/waste-duty-of-care-code-of-practice) or its successor;
   4. waste materials deposited into landfill sites shall be in accordance with the [Environment Agency Landfill Directive](https://www.gov.uk/guidance/dispose-of-waste-to-landfill);
   5. the Supplier shall work with the Buyer to offer a waste management service at little or no cost to the Buyer;
   6. where the Supplier stipulates a cost for the waste management service, the Buyer shall be provided with a breakdown of all Supplier costs. The Supplier shall detail mitigating action taken to reduce costs for the Buyer;
   7. the Supplier shall take responsibility for waste management and work with the Buyer to ensure they meet external and internal targets for the reduction of waste. The Supplier shall develop sustainable ways of achieving zero waste to landfill and continuous improvements as advances in technology arise;
   8. the Supplier shall provide information to the Buyer on the methods of disposal of waste, showing clear evidence of using disposal methods which are environmentally preferable as required. The Supplier shall, wherever possible, recycle or use for energy recovery to avoid waste being sent to landfill and assure that as much of the waste as possible will be recycled; and
   9. the Buyer may request from the Supplier details on the action taken by Supplier to prevent waste being sent to landfill including whether the goods were reused via donation to charitable organisations or good causes.
2. The Supplier shall work proactively with its Subcontractors to help quantify and reduce the environmental impacts of the Deliverables. When requested by the Buyer, the Supplier shall communicate annually on progress and reductions made on the environmental impact of the Deliverables the Supplier has undertaken, in accordance with the terms of the Contract.
3. The Supplier shall deliver the obligations in respect of GHG Emissions reporting requirements, on travel undertaken as part of the delivery of the works and services. GHG Emissions shall be calculated in accordance with the DEFRA guidelines for measuring environmental impacts. The Supplier shall ensure that the version used for calculation is current at the time the figures are produced. The current version may be accessed using the link below: <https://www.gov.uk/government/publications/environmental-reporting-guidelines-including-mandatory-greenhouse-gas-emissions-reporting-guidance>.

## **Part B - Sector Specific Paragraphs**

1. **Technology Sector Paragraphs**
   1. The Supplier shall comply with the [EU Data Centres Code of Conduct](https://e3p.jrc.ec.europa.eu/publications/2023-best-practice-guidelines-eu-code-conduct-data-centre-energy-efficiency) (the “**Code of Conduct**”). The Supplier shall ensure that any data centre used in delivering the Services is registered as a “Participant” under this Code of Conduct or provide evidence that the best practices therein have been adopted.
   2. When designing, procuring, implementing and delivering the Contract, the Supplier shall ensure compliance with the [technology code of practice](https://www.gov.uk/guidance/the-technology-code-of-practice#make-your-technology-sustainable), procure “ENERGY STAR” certified products and adopt appropriate best practices set out in ISO 50001 for Energy Management.
2. **IT Hardware Asset Management Sector Paragraphs**
   1. The Supplier shall ensure that IT Assets procured for the delivery of the Contract shall as a minimum comply with Government Buying Standards (“**GBSs**”) where those standards exist for the asset type concerned i.e. laptops, desktops, workstations, scanners and printers.
   2. Where the IT asset is not covered by GBSs the Supplier shall ensure compliance with the GBSs criteria, covering mobile phones, imaging equipment (including printers, scanners, and copiers), and office IT products being monitors/computer displays, personal computers (laptops, notebooks, desktops, thin clients), keyboards, external power supplies and discrete graphic processors.
   3. For asset types where there are no GBSs or EU Green Public Procurement criteria available, the Supplier shall ensure that the models of asset deployed have Energy Star certification (using "ECMA” or equivalent declarations agreed with the Buyer) and comply with “EPEAT” or equivalent schemes for sustainable management of resources and energy over the asset lifecycle.
3. **Cloud Services Sector Paragraphs**
   1. When hosting the Services in the cloud, all data centres used either by the Supplier [or by its Subcontractors] in provision of the Services, must be operated with due regard for energy and cooling efficiency and in accordance with the [EU Data Centres Code of Conduct](https://e3p.jrc.ec.europa.eu/publications/2023-best-practice-guidelines-eu-code-conduct-data-centre-energy-efficiency) (the “**Code**”).
   2. In operation of the cloud service, all available power management facilities on Supplier Assets are to be utilised to deliver the service such that standby and other low power modes are activated to match availability to demand, paying due regard to the Key Performance Indicators as specified in Schedule 10 (Performance Levels) of the Contract.
   3. The Supplier shall provide the Buyer with a copy of the annual energy return required by the Code, in respect of the energy used in the provision of the Services.
4. **Construction Works Sector Paragraphs**
   1. The Supplier shall, as part of each project contract:
      1. consider and propose methods for designing out waste and designing for destruction;
      2. provide a “Site Waste Management Plan”; and
      3. report on waste performance and, where specified, via an online tool.
   2. The Supplier must adhere to the specific requirements regarding the salvaging of materials, ownership of salvaged materials and storage / removal of salvaged materials. The specific requirements will be defined in each contract.
5. **Facilities Management Sector Paragraphs**
   1. Suppliers shall provide the Buyer with a sustainability management plan covering the Suppliers approach to:
      1. energy management;
      2. water, to include system infrastructure maintenance and wastewater management;
      3. waste prevention and management including waste hierarchy and segregation;
      4. recycling of waste paper;
      5. reducing single use plastics in accordance with the [Environmental reporting guidelines: including Streamlined Energy and Carbon Reporting requirements](https://www.gov.uk/government/publications/environmental-reporting-guidelines-including-mandatory-greenhouse-gas-emissions-reporting-guidance) and related Regulations in place across devolved administrations and all future waste related regulations; and
      6. minimising transport use.
   2. The Supplier shall ensure that where they have a responsibility to deliver project works on behalf of the Supplier, all new buildings meet the “BREEAM” or equivalent schemes excellent standard, and that retrofits meet the ‘very good’ standard.
   3. The Supplier shall provide the availability of a professional BREEAM assessor service, provided by licensed BREEAM assessors on all matters relating to the BREEAM assessment of the Buyer Premises if required by the Buyer including:
   4. reduction in running costs;
      1. measurement and improvement of the performance of Buyer Premises;
      2. empowerment of staff;
      3. development of action plans; and
      4. reporting of performance.
   5. Where any new or replacement equipment, to include Assets and component parts which contribute to the Buyer's carbon Net Zero performance at the Buyer Premises are required, the Supplier shall be responsible for completing “Whole Life Costing” reports, prioritising low-/zero-carbon technologies and ensuring sustainable procurement methods form the basis of the recommendations issued to the Buyer. The Supplier shall ensure Buyer approval has been received in advance of the commencement of any works at Buyer Premises.
   6. All replacement equipment delivered must be new, or (with the Buyer’s written approval at its sole discretion) as new if recycled, reconstructed, unused and of recent origin.
   7. The Supplier shall work to reduce the amount of travel undertaken by Supplier Staff and third party Suppliers by combining deliveries of Goods to each Buyer Premises.
   8. The Supplier shall work to reduce GHG Emissions from transport by adopting the use of environmentally-friendly transport solutions.
   9. The Supplier shall bring packaging waste in line with UK government initiatives by:
      1. influencing packaging recovery and recycling rates, and so reduce the amount of packaging disposed into landfill; and
      2. Influencing the amount of packaging actually used in the supply chain.
   10. The Supplier shall support energy management initiatives through:
       1. taking account of, and complying with, the Buyer’s energy strategy and action plan and its targets under the “Greening Government Commitments” and any subsequent UK government policy;
       2. working with the Buyer to meet external and internal targets for reducing energy consumption;
       3. ensuring that all energy-consuming plant under its jurisdiction or control is maintained to operate at optimum efficiency and all fuels, gas, electricity are used economically, in accordance with any operational policies issued by the Buyer;
       4. supporting the Buyer’s initiatives for energy-saving strategies including separate heating, lighting and ventilation strategies and co-operate with the Buyer in achieving agreed objectives; and
       5. for waste management and collection, by:
          1. taking responsibility for waste management and working with the Buyer to strive to meet external and internal targets for the reduction of waste and to develop sustainable ways of achieving zero waste to landfill and continuous improvements as advances in technology arise;
          2. providing information to the Buyer on the methods of disposal of waste, showing clear evidence of using disposal methods which are environmentally preferable (if required by the Buyer). The Supplier shall ensure that as much of the waste as possible will be recycled or used for energy recovery, rather than sent to landfill; and
          3. developing a waste minimisation plan to reduce product consumption by rethinking the need, redeploying, repairing, refurbishing, leasing and/or hiring Assets as appropriate using a formal mobile Asset management plan.
   11. Where a catering Service is provided, the Supplier shall develop a food waste minimisation plan if required by the Buyer, in accordance with the best practice standard of the food and catering GBS and with the Waste and Resources Action Programme’s “Hospitality and Food Service Agreement”.
   12. The Supplier shall collect and dispose of all of the waste in line with the “Waste Hierarchy” and best practice.
   13. The Supplier shall ensure that transport GHG Emissions are minimised by optimising collections and ensuring that transportation schedules are planned to reduce GHG Emissions and/or through the use of well maintained, low-emission vehicles and, for example, electric vehicles.
   14. The Supplier shall ensure that all Supplier Staff responsible for collecting waste are trained and adhere to the Buyer’s health and safety and environmental policies.
   15. The Supplier shall consider the potential for products to be re-deployed elsewhere, for example, when electrical and electronic products are no longer required, and shall consider using the CCS reuse website for furniture.