

## Joint Schedule 5 ( Sustainability)

### 1. Definitions

<b>[Optional: "Carbon Footprint"]</b>	the sum of GHG Emissions from an individual, product, organisation or country, measured in tonnes of carbon dioxide-equivalent (t CO <sub>2</sub> e); <b><i>[Category Guidance: Definition to be included if optional Paragraphs 5.3 to 5.6 are included. If not, this definition should be deleted]</i></b>
<b>[Optional: "Carbon Reduction Plan"]</b>	a Carbon Reduction Plan in response to PPN 006;] <b><i>[Category Guidance: Definition to be included if optional Paragraphs 5.3 to 5.6 are included. If not, this definition should be deleted]</i></b>
<b>[Optional: "Emissions Reduction"]</b>	the reduction of GHG Emissions from a product, service, contract, organisation or country;] <b><i>[Category Guidance: Definition to be included if optional Paragraphs 5.3 to 5.6 are included. If not, this definition should be deleted]</i></b>
<b>[Optional: "Government Net Zero Target"]</b>	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;] <b><i>[Category Guidance: Definition to be included if optional Paragraphs 5.3 to 5.6 are included. If not, this definition should be deleted]</i></b>
<b>"Modern Slavery Assessment Tool"</b>	the modern slavery risk identification and management tool which can be found online at: <a href="https://supplierregistration.cabinetoffice.gov.uk/msat">https://supplierregistration.cabinetoffice.gov.uk/msat</a> ;
<b>"Modern Slavery Helpline"</b>	the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <a href="https://www.modernslaveryhelpline.org/report">https://www.modernslaveryhelpline.org/report</a> or by telephone on 08000 121 700; [and]
<b>[Optional: "Net Zero"]</b>	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;] <b><i>[Category Guidance: Definition to be included if optional Paragraphs 5.3 to 5.6</i></b>

**are included. If not, this definition should be deleted]**

**[Optional: "Supplier Net Zero Target"**

**the date by which the Supplier commits to achieve Net Zero; [and]] [Category Guidance: Definition to be included if optional Paragraphs 5.3 to 5.6 are included. If not, this definition should be deleted]**

**"Supply Chain Map"**

details of (i) the Supplier, (ii) all Subcontractors and (iii) any other entity that the Supplier is aware is in its supply chain that is not a Subcontractor, setting out at least:

- (a) the name, registered office and company registration number of each entity in the supply chain;
- (b) the function of each entity in the supply chain; and
- (c) the location of any premises at which an entity in the supply chain carries out a function in the supply chain.

## 2. Public Sector Equality Duty

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

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

2.1.2 advance:

- (a) equality of opportunity and
- (b) good relations,

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

### **3. Employment Law**

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

### **4. Modern Slavery**

#### **4.1 The Supplier:**

- 4.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
- 4.1.2 shall not require any Supplier Staff to lodge deposits or identity papers with the employer and shall be free to leave their employer after reasonable notice;
- 4.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;
- 4.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world;
- 4.1.5 shall make reasonable enquires to ensure that its officers, employees and Supplier Staff have not been convicted of slavery or human trafficking offenses anywhere around the world;
- 4.1.6 shall have and maintain throughout the Contract Period its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 4.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the Contract;
- 4.1.8 shall prepare and deliver to CCS and the Buyer, an annual slavery and human trafficking report (in respect of which a statement under Section 54 of the Modern Slavery Act 2015 would be sufficient) setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with this Paragraph 4;
- 4.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 4.1.10 shall not use or allow child or slave labour to be used by its Subcontractors; and
- 4.1.11 shall report the discovery or suspicion of any slavery, trafficking, forced labour, child labour, involuntary prison labour or labour rights abuses by it or its Subcontractors to CCS, the Buyer and

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Modern Slavery Helpline and relevant national or local law enforcement agencies.

- 4.2 Without prejudice to CCS' and the Buyer's rights under Paragraph 4.7, if the Supplier, CCS and/or the Buyer identifies any occurrence of modern slavery connected to the Contract, the Supplier shall comply with any request of CCS or the Buyer to follow the Rectification Plan Process to submit a remedial action plan which follows the form set out in Annex D of the Tackling Modern Slavery in Government Supply Chains guidance to PPN 009 (Tackling Modern Slavery in Government Supply Chains).
- 4.3 If the Supplier notifies CCS or the Buyer pursuant to Paragraph 4.1.11 it shall respond promptly to CCS' or Buyer's enquiries, co-operate with any investigation, and allow the CCS or the Buyer to audit any books, records and/or any other relevant documentation in accordance with the Contract.
- 4.4 The Supplier shall comply with any request by CCS or the Buyer to complete the Modern Slavery Assessment Tool or an alternative assessment required by CCS or the Buyer within sixty (60) days of such request.
- 4.5 The Supplier shall comply with any request by CCS or the Buyer to provide a Supply Chain Map within fourteen (14) days of such request.
- 4.6 The Supplier shall comply with any request by CCS or the Buyer to provide a copy of any reports of any Subcontractor regarding any or all of workplace conditions, working or employment practices and recruitment practices within fourteen (14) days of such request.
- 4.7 If the Supplier is in Default under any provision of this Paragraph 4, CCS and the Buyer may by notice:
- 4.7.1 require the Supplier to remove from performance of the Contract any Subcontractor, Supplier Staff or other persons associated with it whose acts or omissions have caused the Default; or
- 4.7.2 immediately terminate the Contract under Clause 13.3 (*When CCS or the Buyer can end a contract*) of the General Terms and the consequences of termination set out in Clause 13.4.1 of the General Terms shall apply.

**[Category Guidance - Paragraphs 4.8 to 4.11 below are intended for use in medium and high risk contracts. For guidance on classifying contracts as medium or high risk, please see section 2 of the Modern Slavery Guidance attached to PPN 009 (Tackling Modern Slavery in Government Supply Chains) and then discuss with the CCS Policy Team. The outcome will need to be documented within your business case]**

- 4.8 **[Category Guidance: If Paragraphs 4.9 to 4.11 are to be included, please complete this Paragraph 4.8 to confirm the lot(s) of the Framework to which they will apply]** [Paragraphs 4.9 to 4.11 shall apply to: [all lots of the Framework] [OR] [ the following lot(s) of the Framework

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[Insert the lots where a medium or high risk has been identified in line with the guidance above].

4.9 [The Supplier shall carry out due diligence to ensure workers in its business and its supply chains are not paying illegal or exploitative recruitment fees to secure employment, and where these fees are uncovered shall ensure that workers are remedied.]

4.10 [The following shall be added to the definition of "Audit" in Joint Schedule 1 (*Definitions*) immediately after limb (k):

"(l) carry out an unannounced or semi-announced inspection of any Site and speak directly to any Supplier Staff in a confidential manner and in the native language of such Supplier Staff in respect of workforce conditions, working or employment practices and recruitment practices;"]

4.11 [For the purposes of an audit carried out pursuant to limb (l) of the definition of "Audit", in addition to any other rights under the Contract, CCS or the Buyer may instruct the Supplier to carry out such an audit of any Subcontractor by an independent third party and, if so instructed, the Supplier shall deliver a report to CCS or the Buyer within ninety (90) days of such instruction.]

## 5. Environmental Requirements

5.1 The Supplier must perform its obligations meeting in all material respects the requirements of all applicable Laws regarding the environment.

**[Category Guidance: Paragraphs 5.2 to 5.6 below, and Call-Off Schedule 26 (Carbon Reduction), must be inserted into your contract in cases where PPN 006 (Taking account of Carbon Reduction Plans) applies to your agreement. Paragraph 5.2 to 5.6, and the content of Call-Off Schedule 26 (Carbon Reduction), is based on PPN 006 (Carbon Reduction Contract Schedule) which aims to support the intent and implementation of PPN 006 (Carbon Reduction) into contracts.**

**If PPN 006 (Carbon Reduction) does not apply, then Paragraph 5.2 to 5.6, associated definitions at the top of this schedule and Call-off Schedule (Carbon Reduction) can be deleted.**

**You must work with the CCS Policy Team to understand whether PPN 006 should apply to your agreement and document the outcome within your business case. ]**

5.2 **[Category Guidance: If Paragraphs 5.3 to 5.6 are to be included, please complete this Paragraph 5.2 to confirm the lot(s) of the Framework to which they will apply]** [Paragraphs 5.3 to 5.6 shall apply to: [all lots of the Framework] [OR] [the following lot(s) of the Framework:

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[Insert the lots where PPN 006 (Taking account of Carbon Reduction Plans) applies to your agreement in line with the guidance above].

5.3 [The Supplier shall, through best endeavours, ensure that their environmental impact is minimised throughout the delivery of the Contract.]

5.4 [The Supplier acknowledges and understands the Government Net Zero Target. Accordingly, and in line with PPN 006, the Supplier shall:

5.4.1 set a Supplier Net Zero Target with a target achievement date the same as or earlier than the Government Net Zero Target;

5.4.2 maintain its Carbon Reduction Plan in accordance with PPN 006; and

5.4.3 provide details of steps it is taking as an organisation to reduce its Carbon Footprint in the form of Emissions Reduction initiatives.]

5.5 [The Supplier commits to delivering the Contract in line with its published Carbon Reduction Plan, as per PPN 006, and to support the achievement of the Supplier Net Zero Target and the Government Net Zero Target.]

5.6 [Without prejudice to its other rights under the Contract, in the event that the Supplier fails to comply with its obligations in Paragraph 5.4, the Relevant Authority reserves the right to:

5.6.1 invoke the Rectification Plan Process; and/or

5.6.2 immediately terminate the Contract for Material Default under Clause 13.3 (*When CCS or the Buyer can end a contract*) of the General Terms and the consequences of termination set out in Clause 13.4.1 of the General Terms shall apply.]

## 6. Government Buying Standards

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

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

## 7. Supplier Code of Conduct

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

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/1163536/Supplier\\_Code\\_of\\_Conduct\\_v3.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.pdf)

7.2 The Buyer expects to meet, and expects the Supplier and its Subcontractors to meet, the standards set out in that Code.

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

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### 8. Reporting

The Supplier shall comply with reasonable requests by CCS and the Buyer for information evidencing compliance with any of the requirements in

Paragraphs **Error! Reference source not found.** to 7 of this Schedule above within fourteen (14) days of such request.