

Call-Off Schedule 25 (Additional Sustainability Requirements)

1. Definitions

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

["Waste Hierarchy"]

means prioritisation of waste management in the following order of preference as set out in the Waste (England and Wales) Regulation 2011:

- (a) Prevention;
- (b) Preparing for re-use;
- (c) Recycling;
- (d) Other Recovery; and
- (e) Disposal.]

[Buyer Guidance: With the exception of Paragraphs 3.1 and 3.2 (Environmental Requirements), all Paragraphs and sub-Paragraphs are optional. Buyers will want to select and amend those requirements which are appropriate for their Call-Off Contract, ensuring that these are relevant and proportional to the subject matter of the Call-Off Contract. Buyers may want to consider using some or all of these paragraphs when there are key sustainability benefits or risks that need to be managed and/or for higher value/larger Suppliers and/or Call-Off Contracts. Buyers should also note that some obligations, such as compliance with the Buyer's sustainability requirements, for example net zero commitments or EDI, will require the Buyer to provide the requirements to the Supplier.]

Buyers in scope of PPN002 "Taking Account of Social Value in the Award of Central Government Contracts" should particularly note paragraph 2 "Recruitment of Supplier Staff", which offers a model clause from the PPN for Buyers to apply to their call-off contracts as appropriate.]

2. Recruitment of Supplier Staff

Where the Supplier or a Subcontractor has a requirement to hire Supplier Staff for a role based in the United Kingdom, the role should be published on the

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Government's 'Find a Job' website and include the location at which Supplier Staff would be expected to perform the role.

3. Environmental Requirements

- 3.1 In performing its obligations under the Contract, the Supplier shall, where applicable to the Contract, to the reasonable satisfaction of the Buyer:
 - 3.1.1 prioritise waste management in accordance with the Waste Hierarchy as set out in Law;
 - 3.1.2 be responsible for ensuring that any waste generated by the Supplier and sent for recycling, disposal or other recovery as a consequence of the Contract is taken by a licensed waste carrier to an authorised site for treatment or disposal and that the disposal or treatment of waste complies with the Law; and
 - 3.1.3 ensure that it and any third parties used to undertake recycling, disposal or other recovery as a consequence of the Contract do so in a legally compliant way, and can demonstrate that reasonable checks are undertaken to ensure this on a regular basis and provide relevant data and evidence of recycling, recovery and disposal.
- 3.2 In circumstances that a permit, licence or exemption to carry or send waste generated under the Contract is revoked, the Supplier shall cease to carry or send waste or allow waste to be carried by any Subcontractor until authorisation is obtained from the Environment Agency.
- 3.3 [The Supplier must have a documented management system and controls in place to manage the environmental impacts of delivering the Deliverables.]
- 3.4 [The Supplier shall ensure that any Deliverables are designed, sourced and delivered in a manner which is environmentally and socially responsible.]
- 3.5 [In delivering the Deliverables, the Supplier must comply with the Buyer's sustainability requirements, to be provided to the Supplier by the Buyer.]
- 3.6 [The Supplier warrants that it has obtained relevant Environment Management System (EMS) certified to ISO 14001 or an equivalent certification from a UKAS accredited body and shall comply with and maintain certification requirements throughout the Contract Period.]
- 3.7 [In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Buyer:
 - 3.7.1 [avoid consumable single use items (including packaging) unless otherwise agreed with the Buyer, and unless the use is primarily related to the management of the Supplier's own facilities or internal operations as opposed to the provision of Deliverables;]

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- 3.7.2 [demonstrate that the whole life cycle impacts (including end of use) associated with the Deliverables that extend beyond direct operations into that of the supply chain have been considered and reduced];
- 3.7.3 [minimise the consumption of resources and use them efficiently (including water and energy), working towards a circular economy including designing out waste and non-renewable resources, using re-use and closed loop systems];
- 3.7.4 [demonstrate protection of the environment including understanding and reduction of biosecurity risks (which include risks to plant and tree health from harmful pests and diseases), and reducing and eliminating hazardous/harmful substances to the environment and preventing pollution];
- 3.7.5 [enhance the natural environment and connecting communities with the environment];
- 3.7.6 [achieve continuous improvement in environmental (and social) performance]; and
- 3.7.7 [demonstrate to the Buyer that it has an environmental management system in place that is at least equivalent to the standards required to be certified to ISO 14001].]
- 3.8 [The Supplier shall inform the Buyer within one Working Day in the event that a permit, licence or exemption to carry or send waste generated under the Contract is revoked.]
- 3.9 ***[Buyer Guidance: Insert any other environmental requirement the Buyer wishes to add, e.g. those in line with the [Government Greening Commitments](#), or for ICT - the Greening government: ICT and digital services strategy 2020 to 2025 and point 12 of the Technology Code of Practice].***
- 4. Equality, Diversity and Inclusion – Further Requirements**
 - 4.1 [In delivering the Deliverables, the Supplier will comply with the Buyer's equality, diversity and inclusion requirements, to be provided to the Supplier by the Buyer.]
 - 4.2 [The Supplier shall ensure that it fulfils its obligations under the Contract in a way that does not discriminate against individuals because of socio-economic background, working pattern or having parental or other caring responsibilities.]
- 5. Modern Slavery– Further Requirements**

[Category Guidance – This Paragraph should be deleted in its entirety if Paragraphs 4.8 to 4.10 have been included in Joint Schedule 5 (Sustainability) as part of your contract.

Paragraphs 4.8 to 4.10 in Joint Schedule 5 (Sustainability) 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

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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.

If, after discussing with the CCS Policy Team, your agreement has not been classified as medium or high risk, then this Paragraph 5 may remain in the call-off schedule to allow Buyers the choice of applying these clauses to their call-off contract if appropriate.]

[Buyer Guidance - Paragraphs 5.1 to 5.5 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). Buyers should consider which requirements, including any additional requirements, are appropriate for their Contract.]

- 5.1 [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.]
- 5.2 [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;”
- 5.3 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, 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 the Buyer within ninety (90) days of such instruction.]
- 5.4 If the Supplier notifies the Buyer pursuant to Paragraph 4.1.11 of Joint Schedule 5 (*Sustainability*) it shall respond promptly to the Buyer’s enquiries, co-operate with any investigation, and allow the Buyer to audit any books, records and/or any other relevant documentation in accordance with the Contract.
- 5.5 If the Supplier is in Default under any of the provisions of this Paragraph 5 of this Schedule the Buyer may by notice:
- 5.5.1 require the Supplier to remove from performance of the Contract any Subcontractor, Supplier Personnel or other persons associated with it whose acts or omissions have caused the Default; or
- 5.5.2 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 14.4.1 of the General Terms shall apply.]

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6. Further Reporting Requirements

- 6.1 [The Supplier shall comply with reasonable requests by the Buyer for information evidencing compliance with any of the requirements in this Schedule within [thirty (30)] days of such request, [provided that such requests are limited to [two] per requirement per Contract Year].
- 6.2 [The Supplier shall complete the reports in Table **Error! Reference source not found.** below in relation to its provision of the Deliverables under the Contract and provide these to the Buyer on the date and frequency outlined in that Table **Error! Reference source not found.**].

Table A

[Buyer Guidance - All reports and the content of these reports in Table **Error! Reference source not found. are optional. Buyers will want to select and amend those reports and requirements which are appropriate for their Call-Off Contract, ensuring that these are relevant and proportional to the subject matter of the Call-Off Contract and do not create unnecessary burdens upon the Supplier.]**

Sustainability Report Name	Content of Report	Frequency of Report
[Sustainability - General]	[As proportionate and relevant to the Contract, the key sustainability impacts identified; the sustainability improvements planned or delivered; and the risks to the Deliverables of climate change, including mitigation, adaptation and continuity plans employed by the Supplier in response to those risks].	[On the anniversary of the Effective Date]
[Waste created]	[By type of material the weight of waste categories by each means of disposal in the Waste Hierarchy with separate figures for disposal by incineration and landfill.]	[Before Contract award and on the anniversary of the Effective Date.]
[Waste permits]	[Copies of relevant permits and exemptions for waste, handling, storage and disposal.]	[Before the Effective Date, on the anniversary of the Effective Date and within ten (10) Working Days of there is any change or renewal to

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Sustainability Report Name	Content of Report	Frequency of Report
		license or exemption to carry, store or dispose waste]
[Greenhouse Gas Emissions]	<p>[Detail the Scope 1 and Scope 2 GHG emissions associated with the delivery of the Contract.</p> <p>Scope 3 emissions to be reported as required (Optional)</p> <p>Emissions reporting should be in accordance with established best practice and internationally accepted standards.</p> <p>Greenhouse gas reporting from emissions sources (Scope 1, Scope 2 and Scope 3), and specific activities as requested by the Buyer. This may include activities such as transportation, energy use and waste disposal.]</p>	[On the anniversary of the Effective Date]
[Water Use]	[Volume in metres cubed.]	[On the anniversary of the Effective Date]
[Other]	[]	[]