

THE CARBON TRUST

GENERAL CONDITIONS

Contents

1. Definitions and Interpretation.....	3
2. Contract Structure.....	5
3. Duration of the Contract.....	5
4. Change to Services.....	5
5. The Services.....	6
6. Meetings and Monitoring.....	7
7. Invoices, expenses and Payment.....	8
8. Approved Maximum Cost.....	9
9. Bribery, Anti-terrorism and Discrimination.....	9
10. Confidentiality.....	9
11. Data Protection.....	10
12. Intellectual Property.....	11
13. Environmental Requirements.....	12
14. Health and Safety.....	12
15. Audit and Reporting.....	13
16. Conflicts of Interest.....	13
17. Unsatisfactory Performance.....	13
18. Termination of the Contract.....	13
19. Break.....	14
20. Consequences of Termination.....	15
21. Force Majeure.....	15
22. Insurance.....	16
23. Loss or Damage.....	16
24. Exit Management.....	17
25. Consultant's Obligations - TUPE.....	18
26. Assignment and Sub-Contractors.....	18
27. Notices.....	19
28. Arbitration.....	19
29. General.....	19

GENERAL CONDITIONS OF CONTRACT

1. Definitions and Interpretation

1.1 In these Conditions, unless the context otherwise requires, the following words and phrases shall have the following meanings:

“Approved Maximum Cost”	means the Approved Maximum Cost (whether relating to a particular year or for the duration of the Contract) which is authorised by the Company in the Award Letter or any subsequent notice;
“Award Date”	means the Award Date specified in the Award Letter or, if such date is not specified, the date of the Award Letter;
“Award Letter”	means the letter from the Company to the Consultant confirming the award of the Contract to the Consultant;
“Background IPR”	means: (a) Intellectual Property Rights owned by the Consultant or the Company (as applicable) before the commencement of this Contract; and/or (b) Intellectual Property Rights created independently of this Contract which in each case are or will be used before or during the term of this Contract for designing, implementing or providing the Services;
“Carbon Trust Principles”	means the Carbon Trust’s Principles found on the Carbon Trust website, here: https://www.carbontrust.com/about-us/
“Company”	as defined in the Award Letter;
“Confidential Information”	means each and all information, documents and data (whether verbal or written and in whatever form, including electronic) relating to each of the Main Contract, the Contract, the Services and the business, marketing, operations, affairs, activities, products, customers, suppliers or intellectual property of a party or a member of the party’s Group, including any information, document or data which is marked as confidential or which should by its nature be reasonably understood to be confidential by the other party;
“Contract”	means the Award Letter and these General Conditions including all schedules to the General Conditions;
“Contract Price”	means the price or prices set out in (as applicable) the Award Letter or the Statement of Work and which is payable by the Company to the Consultant for the due and proper performance by the Consultant of its obligations under the Contract;
“Consultant”	means the person appointed by the Company under the Award Letter to perform the Services;
“Consultant’s Employees”	means each employee employed or engaged from time to time by the Consultant and/or a sub-contractor in relation to the provision of the Services;
“Data Controller”	shall have the same meaning as set out in Data Protection Legislation;
“Data Processor”	shall have the same meaning as set out in Data Protection Legislation;
“Data Protection Legislation”	means the GDPR and all other applicable laws and regulations relating to the processing of personal data and privacy, including without limitation, the guidance and codes of practice issued by the Information Commissioner;
“Data Subject”	shall have the same meaning as set out in Data Protection Legislation;
“Expiry Date”	means the date specified in the Award Letter or otherwise agreed between the parties and, where not specified or otherwise agreed, means the date when the Consultant has completed and performed all its obligations under the Contract.
“Force Majeure”	means any event or occurrence which is outside the reasonable control of the relevant party and which is not attributable to any act or failure to take preventative action by that party, including fire, flood, violent storm, explosion, malicious damage, armed conflict, acts of terrorism, nuclear, biological or chemical warfare, but excluding:-

	<p>(a) any industrial action occurring within the Consultant's or any sub-contractor's organisation; and/or</p> <p>(b) the failure by any sub-contractor to perform its obligations under any sub-contract;</p>
"GDPR"	means the General Data Protection Regulation (EU) 2016/679;
"Good Industry Practice"	means the standards, practices, methods, procedures and degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be complied with and/or expected from a very skilled and experienced person engaged in a similar type of undertaking to the Consultant and/or providing services similar to the Services;
"Group"	means the relevant party together with each entity that is or becomes its subsidiary, its holding company or a subsidiary of such holding company, with the terms "subsidiary" and "holding company" having the meanings ascribed to them in section 1159 of the Companies Act 2006;
"Intellectual Property Rights" or "IPR"	means all copyright, all future rights and all rights in the nature of copyright, unregistered design rights, registered design rights, inventions, patents, patent rights including all copyright in the typographical arrangement and all design elements, all trademarks, service marks, logos, domain names, database rights, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country in the world, the right to sue for passing off and all other intellectual property rights anywhere in the world (including any application for any of the foregoing);
"Key Personnel"	means the persons listed in the Award Letter and/or Statement of Work and any other person who, in the Company's opinion from time to time, is fundamental to the Consultant's performance of the Contract;
"Main Clients"	means each of the FCO and EY (as is applicable);
"Main Contract"	means the Main Contract(s) specified in the Award Letter, a copy of which has been provided to the Consultant;
"Main Subcontract"	means the agreement between the Company and EY dated on or around 8 April 2019;
"Milestone(s)"	means the Consultant Milestone(s) set out in the Statement of Work;
"month"	means a calendar month, unless otherwise defined;
"parties"	means the parties to the Contract;
"Personal Data"	means personal data (as defined by the GDPR) which is Processed by the Consultant or the Consultant's Employees on behalf of the Company and/or the Main Clients (as is applicable) pursuant to or in connection with this Contract;
"Process"	has the meaning given to it under Data Protection Legislation but, for the purposes of this Contract, it shall include both manual and automatic processing and "Processing" and "Processed" shall be interpreted accordingly;
"Project Specific IPRs"	<p>means:</p> <p>(a) Intellectual Property Rights in items created by the Consultant (or by a third party on its behalf) specifically for the purposes of this Contract and updates and amendments of these items; and/or</p> <p>(b) IPR in or arising as a result of the performance of the Consultant's obligations under this Contract and all updates and amendments to the same,</p> <p>but shall not include the Background IPR;</p>
"Relevant Auditor"	means any auditor acting for or appointed by the Main Clients (as is applicable) to conduct an inspection, review or audit in relation to any services which the Company has provided or is providing and/or any project in respect of which the Company is engaged;
"Results"	means each and all documents, items, information, reports, test results, materials, things, methods of analysis, guidance, specifications, instructions, toolkits, plans, data, patterns, process, procedure, know-how, tools, frameworks, drawings, databases and models used or developed by or on behalf of the Consultant in relation to the Services (in whatever form, including electronic), including any invention, innovation or design;
"Security Plan"	means the security plan agreed between the Main Clients pursuant to clause 29.2 of

	the Main Contract;
“Security Policy”	as defined in the Main Contract;
“Service(s)”	means all services, deliverables and work described in the Statement of Work (as amended from time to time in accordance with clause 4) which the Consultant is required to provide under the Contract and any additional or other services, deliverables or work that may be agreed between the parties from time to time;
“Statement of Work”	means the Statement of Work set out in Schedule 1 to this Contract and any additional Statement of Work (as is applicable) agreed in accordance with clause 3.1 (Statements of Work);
“Supply Partner Code of Conduct”	means the FCO’s code of conduct set out in Schedule 6 to the Main Contract;
“Third Party IPR”	means Intellectual Property Rights owned by a third party which is or will be used by the Consultant for the purpose of providing the Services; and
“Working Day”	means any day other than a Saturday, Sunday or public holiday in England and Wales.

- 1.2 Unless the context requires otherwise, the singular shall include the plural and vice versa, and the masculine shall include the feminine and neuter and, in all cases, vice versa.
- 1.3 The headings in these General Conditions are inserted for convenience only and shall not affect the interpretation of the Contract. The schedules to these General Conditions are fully incorporated and form part of the Contract.
- 1.4 Reference to any legislative requirement or similar instrument shall be deemed to include reference to any subsequent amendment or enactment thereof.
- 1.5 Any reference to a “person” shall, as the context may require, be construed as a reference to any individual, firm, company, corporation, government department, body or agency or any association or partnership (whether or not having a separate legal personality).
- 1.6 The words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”; and
- 1.7 If there is any conflict between the documents forming the Contract, the Award Letter shall prevail over these General Conditions and the other documents, and these General Conditions shall prevail over such other documents.

2. Contract Structure

Attached to this Contract (Schedule 3) is a copy of the Main Contract (Part 1) and the Main Subcontract (Part 2). The Consultant shall comply with the terms of the Main Contract and the Main Subcontract (as applicable) insofar as they relate to the Services, as if it were a party to the Main Contract and/or the Main Subcontract (as applicable). The Consultant shall not, insofar as it is reasonably within the Consultant’s control, do or allow anything to be done which would constitute a breach by EY of the Main Contract, or by the Company of the Main Subcontract.

3. Duration of the Contract

- 3.1 Not used.
- 3.2 Subject to the rights of termination under the Contract, the Contract shall commence on the Award Date and shall, subject to clause 3.3 below, terminate on the Expiry Date, or on such other date as may be agreed in writing between the parties.
- 3.3 The Company shall have the right to extend the duration of the Contract in accordance with the terms of the Contract and Award Letter.

4. Change to Services

- 4.1 The Company may add to or alter the Services by providing a change document in the form set out in Schedule 2 (“Change”).

4.2 Notwithstanding clause 4.1, the Company may reduce the Services required to be provided by the Consultant by issuing a notice specifying the reduction. If the Company does so, the Company shall pay for any Services provided in accordance with the Contract prior to the Consultant's receipt of notice of the reduction, but shall not be obliged to pay any monies as a consequence of the reduction in the Services.

5. The Services

5.1 The Consultant represents and warrants that:

5.1.1 it is validly incorporated, organised and subsisting in accordance with the laws of its place of incorporation and it has full capacity to enter into and perform this Contract;

5.1.2 this Contract is executed by its duly authorised representative; and

5.1.3 there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it (that might affect its ability to perform this Contract).

5.2 The Consultant shall, and shall procure that its employees, sub-contractors and agents, perform the Services in accordance with:

5.2.1 the terms of the Contract, including the dates and timetables specified in the Statement of Work or otherwise agreed by the parties;

5.2.2 the terms of the Main Contract and/or the Main Subcontract (as applicable) and in particular, any provisions under such Main Contract and/or the Main Subcontract (as applicable) that place specific obligations on sub-contractors or third-party consultants engaged by the Company including clauses 45 (Health & Safety), 46 (Equality and Diversity), 48 (Environmental Requirements) of the Main Contract;

5.2.3 Good Industry Practice;

5.2.4 any policies provided by the either of the Main Clients, including the Supply Partner's Code of Conduct and the Standards (as defined in the Main Contract);

5.2.5 the provisions of Schedule 4 to this Contract;

5.2.6 the Carbon Trust Principles; and

5.2.7 all relevant legislation and statutory requirements in force at the date on which the Services (or relevant part thereof) are performed.

5.3 The Consultant shall:-

5.3.1 provide all necessary resources, facilities, materials, hardware, software and other equipment required to perform the Services in accordance with the Contract;

5.3.2 ensure that the hardware and software used to provide the Services are adequately and competently supported, maintained and regularly updated;

5.3.3 for a period of seven years from the Expiry Date (or such other period as agreed between the Company and the Main Client and notified to the Consultant), keep and properly maintain in accordance with Good Industry Practice (and produce if requested by the Company, the Main Clients (as is applicable) or a Relevant Auditor the accounts, documents and records of its processes, methodologies, works and the Services;

5.3.4 provide the Key Personnel and all other appropriately qualified, skilled, competent and experienced personnel required for the performance of the Services pursuant to the Contract;

5.3.5 ensure the Consultant's Employees are vetted in accordance with Good Industry Practice and the provisions of the Main Contract;

- 5.3.6 properly manage and supervise all personnel engaged in the provision of the Services;
- 5.3.7 be responsible for the health, safety, security of life and the general wellbeing of the Consultant's Employees and their property and implement the measures set out in clause 23 of the Main Contract in relation to the Consultant's Employees (as is applicable). The Consultant acknowledges that the Company accepts no responsibility for the health, safety, security of life and property, and the general well-being of the Consultant's Employees with regard to the Consultant's Employees carrying out the Services under this Contract;
- 5.3.8 if requested, provide the Company with full particulars of all persons who have been, are or are expected to be engaged in the provision of the Services;
- 5.3.9 ensure that the Consultant's Employees comply with the reasonable instructions of (as relevant) the Company and/or the Main Clients' (as is applicable) (including in relation to health and safety, security and other relevant matters while on the Company's or the Main Client's premises, including by the completion of any security, access or clearance procedures);
- 5.3.10 comply with the Security Policy, as amended from time to time;
- 5.3.11 comply with any branding requirements imposed by the Company and the Main Clients (as applicable);
- 5.3.12 obtain and maintain all licences, consents and approvals required from time to time for the performance of the Services (including any third party software licences);
- 5.3.13 ensure the accuracy of all drawings, documentation and information provided by or on its behalf to the Company in relation to the Services;
- 5.3.14 keep the Company fully informed of the progress of the Services;
- 5.3.15 have an on-going obligation to identify new or potential improvements to the provision of the Services; and
- 5.3.16 cooperate with the Company and provide the Services in a way that facilitates the Company's delivery of its obligations under the Main Contract and/or the Main Subcontract (as applicable).
- 5.4 The Consultant shall not change the Key Personnel without the prior written consent of the Company (which shall not be unreasonably withheld or delayed).
- 5.5 If the Company (acting reasonably) considers that any Consultant's Employee should be removed from involvement in the Services, the Company may give the Consultant notice to that effect and the Consultant shall take immediate steps to comply with this notice. The Consultant shall also ensure that any relevant access pass, access numbers or passwords relating to the person are returned or appropriately changed.
- 5.6 The Consultant shall not (and shall procure that the Consultant's Employees and sub-contractors shall not) do anything which adversely affects or is likely to adversely affect the Company's or either of the Main Clients' (as is applicable) reputation or the Company's and/or EY's ability to perform its obligations under the Main Contract and/or the Main Subcontract (as applicable).
- 5.7 No consent or approval by the Company shall in any way relieve the Consultant from any liability, responsibility, obligation or duty under the Contract, unless it is in writing signed by the Company.
- 5.8 The Consultant is an independent contractor and nothing in the Contract shall be construed as creating a partnership, contract of employment or relationship of principal and agent between the Company and the Consultant.

6. Meetings and Monitoring

- 6.1 The Consultant shall attend all meetings and provide all reports required by the Statement of Work. If requested to, the Consultant shall attend review meetings annually in London or Singapore, as well as such ad hoc meetings (which may be by telephone) as the Company may reasonably request from time to time.

- 6.2 The Consultant shall manage and monitor the performance of the Services regularly and diligently and shall immediately inform the Company if it becomes aware that it is or may for any reason be unable to fully perform any part of the Services and/or the Contract, including in respect of the performance of the Services, the compliance with the terms of this Contract, the Main Contract and/or the Main Subcontract.
- 6.3 The parties acknowledge the importance of continued monitoring and reporting on the overall Project in respect of the Services and the compliance obligations, and shall work collaboratively, openly and in the utmost good faith to ensure compliance at all times.

7. Invoices, expenses and Payment

- 7.1 Upon delivery of each of the Consultant Milestones set out below (as detailed in Schedule 1), the Consultant may submit an invoice for the corresponding amount. All invoices shall quote the Contract number and (as relevant) the purchase order number issued by the Company:
- 7.2 The Consultant shall submit with the invoice such records and details as the Company may reasonably require in order to verify the Consultant's entitlement to the amount claimed, including timesheets, receipts and details of expenses incurred.
- 7.3 The Consultant shall provide to the Company its bank details for payment.
- 7.4 Except where otherwise provided in the Contract, the amount payable to the Consultant for the performance of the Services shall be inclusive of all costs of staff, facilities, licences, equipment, materials and all other costs and expenses whatsoever incurred by the Consultant in discharging its obligations under the Contract.
- 7.5 The Company shall pay the Consultant by no later than the end of the month following the month in which it receives a valid invoice from the Consultant, provided that:
- 7.5.1 the Company has received payment from the Main Clients for the relevant Milestone(s); and
- 7.5.2 the Company (acting reasonably) is satisfied that the Services to which the invoice relates have been performed in accordance with the Contract and the relevant Statement of Work, and the Main Clients have not raised any concerns about the performance of the Services.

The Company shall consider and verify invoices submitted in a timely fashion and will not use an undue delay in doing so as reason to dispute an invoice or hold it invalid.

- 7.6 The Contract Price is exclusive of any VAT (or similar tax) that may be chargeable. Where applicable and in relation to the Services only, the Company shall pay to the Consultant the amount of any VAT chargeable in accordance with the Contract, subject to receipt by the Company of a valid VAT invoice.
- 7.7 The Consultant shall indemnify the Company on demand and on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Company at any time (whether before or after the making of a demand pursuant to the indemnity hereunder) in respect of the Consultant's failure to account for or to pay any taxes or levies (including VAT, income tax, national insurance and social security contributions) or other taxes relating to payments made to the Consultant under this Contract. Any amounts due shall be paid in cleared funds by the Consultant to the Company not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Company.
- 7.8 If either party fails to pay any amount due under the Contract within 30 days of the due date for payment, the other party shall notify the defaulting party and shall be entitled to charge interest on the overdue amount, payable forthwith on demand, from the due date up to the date of actual payment, after as well as before judgment, at the rate of 3 per cent per annum above the base rate for the time being of the Royal Bank of Scotland.
- 7.9 If any monetary amount is payable by the Consultant to the Company under any contract or in respect of any matter and such amount remains unpaid, the Company may deduct such amount from any sum due, or which at any time may become due, to the Consultant under the Contract.

7.10 The Consultant shall not be entitled to any additional expenses, save for where any reasonable expense has been approved by the Company prior to it being incurred, in line with the Company's expenses policy to be shared with the Consultant by the Company

8. Approved Maximum Cost

The Company shall not have or be deemed to have accepted (whether expressly or impliedly) any liability to pay any monies in excess of the Approved Maximum Cost, unless it has by written notice specified an increased Approved Maximum Cost. If at any time the Consultant considers that the Services cannot be completed without exceeding the Approved Maximum Cost, it shall immediately provide the Company with a full written explanation of the reasons for this together with a detailed forecast of the excess.

9. Bribery, Anti-terrorism and Discrimination

9.1 The Consultant represents and warrants that to the best of its knowledge, none of the circumstances set out in clauses 53.1 of the Main Contract apply to it or the Consultant's Employees.

9.2 Clauses 49 (Anti-Terrorism Regulations) and 53.2 – 53.7 (inclusive) (Prevention of Fraud and Bribery) of the Main Contract (together with the defined terms used in those clauses) shall be incorporated into this Contract, save that references to "Customer" shall be replaced with "the Company", references to the "the Supplier" shall be replaced with "the Consultant", references to "Supplier Personnel" shall be replaced with "the Consultant's Employees", and references to "the Call Off Contract" shall be interpreted as meaning this Contract.

10. Confidentiality

10.1 The Company reserves the general right to disclose information about the Main Contract, the Main Subcontract, the Contract and the Services.

10.2 Subject to clauses 10.1, 10.3 and 10.6, neither party shall (whether directly or indirectly) use, disclose, allow access to or the disclosure of or exploit the Confidential Information belonging to or provided by or on behalf of the other party without the prior written consent of such other party.

10.3 The parties may disclose the Confidential Information to those of their respective employees who require it for the purpose of performing their duties in relation to the Services or the Contract PROVIDED that:-

10.3.1 this is done on a strictly "need to know" basis and only to the extent necessary for such purpose; and

10.3.2 such employees are bound by written duties of confidentiality no less onerous than those contained in the Contract,

and any breach of confidentiality by such persons (whether during or after their employment) shall be regarded as a breach by the party to whom the Confidential Information has been disclosed.

10.4 The parties shall protect all Confidential Information and keep it in a safe and secure manner which is no less safe and secure than the manner in which it treats its own confidential and/or proprietary information of a similar nature.

10.5 Each party shall notify the other immediately if it becomes aware that any Confidential Information has been disclosed to or is in the possession of a person who is not permitted to hold or know it pursuant to the terms of the Contract.

10.6 Clauses 10.2, 10.3 and 10.4 do not apply in relation to Confidential Information:-

10.6.1 which is in or enters the public domain otherwise than by a breach of an obligation of contract, fiduciary duty or confidentiality;

10.6.2 which is or becomes known to the relevant party from third parties (who have lawfully acquired it) without breach of any restriction on disclosure;

- 10.6.3 which was in the possession of the receiving party, without restriction as to its disclosure, before such party received it from the disclosing party;
 - 10.6.4 which is independently developed without access to the Confidential Information;
 - 10.6.5 in the case of the Company, where the Company is required to disclose such Confidential Information to the Main Clients pursuant to the terms of the Main Contract and/or the Main Subcontract (as applicable); or
 - 10.6.6 which is required to be disclosed by law or a statutory or regulatory body, provided that the Consultant shall notify the Company of the information to be disclosed (and why) as soon as reasonably practicable after receipt of a request for disclosure and take all reasonable actions to minimise such disclosure.
- 10.7 Subject to the retention of necessary proper professional records, the Consultant shall, on written request from the Company, return all Confidential Information provided to it by or on behalf of the Company.
- 10.8 The Consultant shall not publish any information related to the Services or the Results without the prior written consent of the Company. The Consultant shall not, in connection with the Contract, communicate with representatives of the general or technical press, radio, television or other communications media unless it obtains the Company's prior written consent.

11. Data Protection

- 11.1 The parties acknowledge that the Company is the Data Controller and the Consultant is the Data Processor of any Personal Data processed in the performance of this Contract.
- 11.2 The Consultant shall:
- 11.2.1 process the Personal Data only in accordance with instructions from the Company (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by the Company to the Consultant);
 - 11.2.2 process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by law or any regulatory body;
 - 11.2.3 implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
 - 11.2.4 take reasonable steps to ensure the reliability of any of the Consultant's Employees who have access to the Personal Data;
 - 11.2.5 obtain the Company's prior written consent in order to transfer the Personal Data to any sub-contractors or any entities within its corporate group for the provision of the Services;
 - 11.2.6 ensure that all of the Consultant's Employees required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause 11;
 - 11.2.7 ensure that none of the Consultant's Employees publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Company;
 - 11.2.8 notify the Company (within two Working Days) if it receives:
 - 11.2.8.1 a request from a Data Subject to have access to that person's Personal Data; or
 - 11.2.8.2 a complaint or request relating to the Company's obligations under the Data Protection Legislation;

- 11.2.9 provide the Company with full cooperation and assistance in relation to any complaint or request made, including by:
- 11.2.9.1 providing the Company with full details of the complaint or request;
 - 11.2.9.2 complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Company's instructions;
 - 11.2.9.3 providing the Company with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Company);
 - 11.2.9.4 providing the Company with any information requested by the Company;
- 11.2.10 permit the Main Clients (as applicable) or the Company or their representatives (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Consultant's data processing activities (and/or those of its agents, subsidiaries and sub-contractors) and comply with all of the Main Clients' or the Company's reasonable requests or directions to enable the Main Clients or the Company (as applicable) to verify and/or procure that the Consultant is in full compliance with its obligations under this Contract;
- 11.2.11 provide a written description of the technical and organisational methods employed by the Consultant for processing Personal Data (within the timescales required by the Consultant);

11.3 The Consultant shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Company to breach any of its applicable obligations under the Data Protection Legislation. The Consultant shall indemnify and keep indemnified and hold harmless the Company against all claims, actions, proceedings, losses, damages, costs and expenses brought against, suffered or incurred by the Company in relation to any non-compliance with its obligations under this clause 11 and Data Protection Legislation.

12. Intellectual Property

- 12.1 Save as set out in this clause 12, the Company and/or the Main Clients (as applicable) shall not acquire any right, title or interest in the Consultant's or its licensor's Intellectual Property Rights, including the Consultant's Background IPR, Third Party IPR and/or Project Specific IPR.
- 12.2 The Consultant hereby grants to the Company a royalty-free and non-exclusive licence to use the Consultant's Background IPR solely for the purpose of providing the Services relating to the Project and which may be sublicensed to EY in order that it can fulfil its obligations under clause 28.8 of the Main Contract.
- 12.3 The Consultant assigns to the Company, for the purposes of immediate onward assignment by the Company to the Main Clients in accordance with clause 28.3 of the Main Contract, with full title guarantee, title to and all rights and interest in the Project Specific IPR or shall procure that the first owner of the Project Specific IPR assigns them to the Company on the same basis. Such assignment shall either take effect on the Commencement Date (as defined in the Call Off Contract) or as a present assignment of future rights that will take effect immediately on the coming into existence of the relevant Project Specific IPRs, as appropriate. The Consultant shall waive or procure a waiver of any moral rights in any copyright works assigned under this Contract and the Main Contract. If requested to do so by the Company (or any of the Main Clients), the Consultant shall without charge to the Company and/or the Main Client's (as is applicable) execute all documents and do all such further acts as may be required to perfect such assignment or shall procure that the owner of the Project Specific IPRs does so on the same basis.
- 12.4 The Company grants the Consultant a royalty-free, non-exclusive, non-transferable licence during the Call Off Contract Period (as defined in the Main Contract) to use the Customer Background IPR and Supplier Background IPR (each as defined in the Main Contract) and the Project Specific IPR (as defined both in this Contract and in the Main Contract) to the extent necessary for providing the Services, including the right to grant sub-licences to the Consultant's approved sub-contractors to the extent necessary for providing the Services.

Intellectual Property Indemnity

- 12.5 The Consultant warrants that the Company's and/or the Main Clients' (as applicable) use or possession of the Services (including the Results) do not and shall not infringe any existing copyright or other third party intellectual, proprietary or other right. The Consultant shall indemnify, keep indemnified and hold harmless the Company and/or the Main Clients' (as applicable) from and against all claims, actions, proceedings, damages, losses, costs and expenses brought against or suffered or incurred or agreed to be paid by the Company and/or the Main Clients' (as applicable) in respect of any Intellectual Property Rights matter relating to the Services (including the Results) and/or the Company's or each of the Main Client's (as applicable) use or possession of the Services (including the Results) at any time and whether before or after the termination or expiry of the Contract.
- 12.6 If a claim is made, or in the reasonable opinion of the Consultant is likely to be made, that the provision of the Services (including any Results) and/or the possession or use by the Company or the Main Clients (as is applicable of the Services (including any Results) infringes a third party's Intellectual Property Rights, the Consultant shall immediately notify the Company of this and at its own expense and at the Company's sole option, either:-
- 12.6.1 modify the relevant part of the Services (or the Results) without reducing the performance or functionality of the same, or substitute alternative services or deliverables of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions of the Contract shall apply with any necessary changes to such modified or substitute services or deliverables; or
- 12.6.2 procure a licence to use and supply the Services (including the Results) which are the subject of the alleged infringement on terms which are acceptable to the Company,
- and in the event that the Consultant is unable to do so within 20 days of so notifying, the Company may terminate the Contract with immediate effect by notice in writing and the Consultant shall, upon demand, refund the Company with all monies paid in respect of the Services (or Results) that are the subject of the claim.
- 12.7 Without prejudice to the indemnity set out in Clause 12.5 above, the Consultant shall be liable for all reasonable and unavoidable costs of the substitute Services including the additional costs of procuring, implementing and maintaining the substitute items.

13. Environmental Requirements

- 13.1 The Consultant shall provide the Services in accordance with the Supply Partner's Code of Conduct and the Company's environmental policy, which is to conserve energy, water and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- 13.2 So far as reasonably practicable, all written work, including reports, 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.

14. Health and Safety

- 14.1 The Consultant shall and shall ensure that the Consultant's Employees and sub-contractors comply with clause 45 of the Main Contract and the requirements of the Health and Safety at Work etc. Act 1974 and all other acts, orders, regulations and codes of practice relating to health and safety which may apply to the Consultant's performance of its obligations under the Contract. The Consultant shall, if requested by the Company, provide a copy of its health and safety policy to the Company.
- 14.2 If requested by the Company, the Consultant shall provide it with regular health and safety updates and reports (in the form requested) in relation to the Services and/or the Consultant's Employees involved in the provision of the Services.

- 14.3 The Consultant shall promptly report to the Company any health and safety hazards which may arise and any health and safety incident which occurs in relation to the Services and/or any Consultant's Employees engaged in the provision of the Services.

15. Audit and Reporting

- 15.1 The Company may inspect and examine any of the Services on the Company's or Main Client's premises at any reasonable time. Where the Services are being performed on any other premises, the Company shall on giving reasonable notice to the Consultant be entitled to inspect and examine such Services, and the Consultant shall provide free of charge all such facilities as the Company may reasonably require for this purpose. In this clause, Services includes planning or preliminary work for the Services.
- 15.2 The Consultant agrees that the Relevant Auditor may examine such documents as he may reasonably require which are owned, held or otherwise within the control of the Consultant and may require the Consultant to produce such oral or written explanations as he considers necessary for the purpose of his examination and certification of the Company's accounts and/or of the economy, efficiency and effectiveness with which any of the Main Clients have used its resources.

16. Conflicts of Interest

The Consultant shall ensure that no conflict or potential conflict of interest arises in relation to its provision of the Services and shall adopt appropriate safeguards, controls and procedures to ensure conflicts or potential conflicts do not arise. The Consultant shall consult with the Company if there is any uncertainty about whether any conflict or potential conflict of interest may exist or arise.

17. Unsatisfactory Performance

- 17.1 Where in the opinion of the Company (acting reasonably) the Consultant has failed to perform the Services in accordance with the Contract (other than as a result and to the extent of any wrongful act of the Company or, if relevant, the Main Clients), the Company may give the Consultant a notice specifying the way in which its performance falls short of the requirements of the Contract.
- 17.2 Where the Consultant has been notified in accordance with clause 17.1, the Company may without prejudice to its other rights and remedies:
- 17.2.1 request the Consultant to perform or re-perform the Services, at the Consultant's own expense and to the Company's reasonable satisfaction, within such reasonable period as may be specified by the Company in the notice; or
- 17.2.2 withhold or reduce payments to the Consultant in such amount as the Company (acting reasonably) considers appropriate.
- 17.3 Where the Consultant fails to perform or re-perform the Services within the period specified in the notice referred to in clause 17.2.1, the Company may, without prejudice to its other rights:-
- 17.3.1 itself provide or procure the provision of all or part of the Services until such time as the Consultant shall have demonstrated to the reasonable satisfaction of the Company that the Consultant will once more be able to provide all or the relevant part of the Services in accordance with the Contract; and
- 17.3.2 recover from the Consultant the costs (including any reasonable administration costs) reasonably incurred by the Company in so doing to the extent that such costs exceed the amount which would otherwise have been payable to the Consultant for such Services.

18. Termination of the Contract

- 18.1 The Company may terminate the Contract with immediate effect in the event that:-
- 18.1.1 the Consultant is in breach of any of clause 9 (Bribery, Anti-terrorism and Discrimination), 10 (Confidentiality), 12 (Intellectual Property) or 16 (Conflicts of Interest), or is in any other material breach of the Contract;

- 18.1.2 the Consultant fails to comply with a notice given under clause 17 (Unsatisfactory Performance);
 - 18.1.3 there is a change of control of the Consultant within the meaning of section 416 of the Income and Corporations Taxes Act 1988;
 - 18.1.4 the Consultant fails to comply in the performance of the Contract with its legal obligations in the fields of environmental, social or labour law; or
 - 18.1.5 the Main Contract and/or the Main Subcontract (as applicable) is terminated for any reason.
- 18.2 The Contract may be terminated:-
- 18.2.1 by the non-defaulting party, upon 15 days' notice in the event of a breach of the Contract by the breaching party which is incapable of remedy;
 - 18.2.2 by the non-defaulting party, with immediate effect in the event of a breach of the Contract which is capable of remedy but which has not been remedied by the breaching party within 21 days of receipt of written notice from the non-defaulting party requiring that such breach be remedied;
 - 18.2.3 by the non-defaulting party, on 21 days' notice in the event of breaches of the Contract falling within clause 18.2.2 which have been remedied by the breaching party, but which breach or breaches are repeated or persistent. For the avoidance of doubt, the occurrence of 3 such breaches (of the same or a similar kind) within a 6 month period or 5 such breaches (of the same or another kind) in any rolling 12 month period, shall entitle the non-defaulting party to issue a notice of termination;
 - 18.2.4 by either party with immediate effect in the event that the other party:-
 - 18.2.4.1 ceases or proposes to cease trading;
 - 18.2.4.2 is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - 18.2.4.3 passes a resolution for winding-up, or is the subject of any application, petition or order for administration, winding up, dissolution or bankruptcy, or enters into any composition or voluntary arrangement with its creditors;
 - 18.2.4.4 has any distress, execution, sequestration or other process levied or enforced or issued upon or against the whole or any material part of its assets and the same is not discharged within 10 days;
 - 18.2.4.5 is subject to any encumbrancer taking possession or an administrative or other receiver or manager being appointed over the whole or any material part of its assets and such person is not removed or discharged within 10 days; or
 - 18.2.4.6 is subject to any analogous event to those described in this clause 18.2.4 in any other jurisdiction in the world; or
 - 18.2.5 by the Company, in the same circumstances and on the same notice as the Main Clients are entitled to terminate under the Main Contract and/or the Main Subcontract (as applicable).
- 18.3 The Consultant shall as soon as possible inform the Company if the Consultant is the subject (or likely to be the subject) of any of the events described in clause 18.2.4.

19. Break

- 19.1 The Company shall be entitled to terminate the Contract at any time by giving the Consultant one month's written notice. Upon the expiry of the notice, the Contract shall be terminated without prejudice to the rights of the parties accrued to the date of termination.
- 19.2 If the Contract is terminated pursuant to (i) clause 19.1; or (ii) clause 18.2.5, subject to clause 23.4, the Consultant may claim reimbursement of all reasonable costs necessarily and properly incurred by it in relation to the orderly cessation of the Services and which would otherwise represent an unavoidable loss to the Consultant by reason of the termination of the Contract. The Consultant shall take all reasonable steps to mitigate such costs. Where the Consultant holds insurance, the Consultant shall reduce its unavoidable costs by any insurance sums which are claimable. The Consultant shall submit a fully itemised and costed list, with supporting evidence, of the costs claimed by the Consultant pursuant to this clause 19 within 14 days of being notified by the Company of the termination. The Company shall only be required to pay the costs claimed by the Consultant following approval of the costs by, and receipt of the relevant funds from, the Main Client.
- 19.3 The Company shall not be liable under this clause 19 to pay any sum which, when taken together with any sums paid or due or becoming due to the Consultant under the Contract, shall exceed the total Contract Price.

20. Consequences of Termination

- 20.1 Where the Contract is terminated by the Company under clause 18.1, 18.2.1 - 18.2.4 (inclusive) (Termination of Contract):
- 20.1.1 any sum due or accruing from the Company to the Consultant may be withheld or reduced by such proportionate amount as the Company considers reasonable in the circumstances; and/or
- 20.1.2 the Company may make all arrangements which are necessary to undertake or procure the orderly completion of the Services and recover any sums reasonably incurred in excess of the Contract Price from the Consultant in doing so.
- 20.2 Where the Contract is terminated under clause 18 (Termination of Contract) or 19 (Break), the Company may, during any notice period relating to such termination, direct the Consultant to:-
- 20.2.1 where the Services (or relevant part) have not been commenced, refrain from commencing such Services (or part) or where the Services (or part) have been commenced, to cease work immediately; and
- 20.2.2 complete in accordance with the Contract such Services (or relevant part) which can be completed within the notice period, which shall be paid for at the Contract Price (as appropriately adjusted).
- 20.3 Upon the expiration or termination for any reason whatsoever of the Contract, the Consultant shall immediately return to the Company (or, if the Company so requests by written notice, destroy) all the Company's property in the possession or under the control of the Consultant or its sub-contractors or agents, including all Confidential Information and intellectual property of the Company together with all copies of such Confidential Information, and shall certify that it has done so.
- 20.4 The expiration or termination of the Contract shall be without prejudice to the rights and remedies of either party which may have accrued up to the date of expiration or termination or may accrue thereafter.

21. Force Majeure

- 21.1 Neither party shall be liable to the other for any delay in performing, or failure to perform, its obligations under the Contract to the extent that such delay or failure is a result of Force Majeure. Notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform its obligations under the Contract for the duration of such Force Majeure. However, if such Force Majeure prevents either party from performing its material obligations under the Contract for a period in excess of three (3) months, either party may terminate the Contract with immediate effect by notice in writing.

21.2 If either party becomes aware that it is or may be subject to Force Majeure, it shall immediately notify the other party of this and include in its notice its estimation of the period for which it is likely that the Force Majeure shall continue.

22. Insurance

22.1 Subject to Clause 22.4, the Consultant shall maintain at its own expense a policy or policies of insurance with reputable insurers (such policies as a minimum to be consistent with Good Industry Practice) in respect of all risks which may be incurred by the Consultant in relation to the its performance of its obligations under the Contract, including in respect of death or personal injury, loss of or damage to property and all other insurances (including employer's liability insurance) required by law.

22.2 Subject to Clause 22.4, but without limiting Clause 22.1, the Consultant shall maintain public liability insurance and professional indemnity insurance, in each case in the sum of not less than £10,000,000 in respect of each. The Consultant shall maintain the professional indemnity insurance for a minimum of six (6) years following the expiration or earlier termination of the Contract.

22.3 The Consultant shall ensure that its sub-contractors, agents and suppliers each also take out and maintain at their own expense a policy or policies of insurance with reputable insurers (such policies as a minimum to be consistent with Good Industry Practice) in respect of public liability, employer's liability and professional indemnity for the Services and in any event in an amount of not less than £10,000,000 for each claim together with such other insurances as are required by law to be maintained by the sub-contractor in relation to the provision of the Services.

22.4 Notwithstanding the foregoing, the Consultant shall not be required to maintain the insurance(s) required by Clauses 22.1 and 22.2, provided that:

22.4.1 it has notified the Company in advance of its provision of Services that, having used its best efforts to procure such insurance(s), it has not been possible to obtain the required coverage;

22.4.2 any such notice shall detail (i) each of the required insurances it has been unable to maintain, and (ii) the corresponding reasons for not being able to do so; and

22.4.3 it shall, on an ongoing basis, use its reasonable efforts to procure all such insurances as soon as reasonably possible.

22.5 The Consultant shall supply the Company promptly upon request with details of its insurance policies, including evidence that the required insurance is being maintained, all premiums have been paid and the insurance cover does not contain any unreasonable excess or inappropriate exclusions.

22.6 If the Consultant fails to maintain the insurance required by this Clause 22, the Company may obtain such insurance and recover the cost of so doing from the Consultant.

23. Loss or Damage

23.1 Subject to clause 23.2 and 23.3, the Consultant shall indemnify the Company and keep it fully indemnified and held harmless from and against all claims, actions, proceedings, notices, demands, investigations, costs, damages, losses and expenses brought against, suffered or incurred by the Company in relation to:

23.1.1 each of the acts, omissions, breaches and defaults of the Consultant and/or the Consultant's Employees, sub-contractors, agents and suppliers in performing the Services; and

23.1.2 any defect in the Services and/or in the quality, workmanship, materials or design of any Services, in each case except insofar as directly attributable to any negligent act of the Company.

23.2 Nothing in the Contract shall be construed to limit or exclude the Consultant's liability for:

23.2.1 death or personal injury, caused by its negligence or that of its employees;

- 23.2.2 bribery or fraud or fraudulent misrepresentation by it or its employees (and in the case of the Consultant, the negligence of the Consultant's Employees);
 - 23.2.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
 - 23.2.4 any breach of clause 10 (Confidentiality);
 - 23.2.5 any breach of clause 12.5 (IPR indemnity);
 - 23.2.6 any breach of clause 33 (Freedom of Information) or clause 34 (Protection of Personal Data) of the Main Contract;
 - 23.2.7 any liability of the Consultant to the Company with respect to The Transfer of Undertakings (Protection of Employment) Regulations 2006 provisions contained in clause 25 below; or
 - 23.2.8 any liability to the extent it cannot be limited or excluded by law.
- 23.3 Subject to clauses 23.2 and 23.4,
- 23.3.1 the Consultant's liability to the Company in relation to the Contract shall be limited in aggregate to £1,000,000; and
 - 23.3.2 the Company's liability to the Consultant in relation the Contract shall be limited to the Contract Price.
- 23.4 Neither party shall have any liability to the other in respect of any indirect, economic or consequential loss or damage, including loss of profits, loss of turnover, loss of business, loss of revenue, loss of goodwill and loss of savings.

24. Exit Management

- 24.1 In the event that in contemplation of the expiration or termination of the Contract the Company decides to itself undertake or to arrange for a third party ("**replacement contractor**") to provide services in the nature of the Services, the Consultant shall co-operate in the orderly transfer and transition of responsibility for the provision of the Services to the Company or replacement contractor under arrangements (including as to time and the completion of work in progress) to be notified to it by the Company (acting reasonably). These arrangements may involve the Consultant in providing such cooperation after the expiration or termination of the Contract, in which case the Company shall pay the reasonable price therefor (based on the rates and charges forming the Contract Price) agreed between the parties or decided pursuant to clause 28.
- 24.2 Without limiting the generality of the foregoing, the Consultant shall provide such timely information, facilities and assistance as is reasonably required by the Company in order for it to:
- 24.2.1 undertake an effective tender process;
 - 24.2.2 provide appropriate information and facilities to potential tenderers (including in respect of the due diligence processes of such potential tenderers);
 - 24.2.3 undertake effective transition planning to implement the transfer and transition of the Services to the Company or the replacement contractor;
 - 24.2.4 ensure the minimisation of interruption in or disruption to the provision of the Services; and
 - 24.2.5 insofar as relevant to the Services provided by the Consultant, comply with the Company's and/or Main Clients' (as is applicable) reasonable requests to facilitate each of the Main Clients' in undertaking or transferring to a new provider the services provided by the Company under the Main Contract.

- 24.3 The Consultant shall not knowingly do or omit to do anything that may adversely affect an orderly transferral of responsibility for the provision or undertaking of the Services.
- 24.4 If requested by the Company for the purposes of this Clause 24, the Consultant shall, effective from the date of expiration or termination of the Contract, procure the assignment, novation or transferral to (as relevant) the Company or replacement contractor of the Consultant's contracts with its sub-contractors. The Consultant shall ensure that its contracts with its sub-contractors include provisions allowing for such assignment, novation and transferral.

25. Consultant's Obligations - TUPE

- 25.1 The parties do not anticipate that the provision of the Services will give rise to a transfer of any of the Consultant's Employees to the Company, the Main Clients (as is applicable) or any third party pursuant to The Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE").
- 25.2 If TUPE applies the Consultant shall provide such information and take such action as the Company may reasonably require to enable the Company to comply with its obligations under the Main Subcontract. Any information requested shall be provided to the Company and/or (at the Company's request) to the Main Clients (as is applicable) and/or any person invited by the Company to submit a tender in relation to the provision of services similar to the Services. The Consultant warrants, for the benefit of the Company, the Main Clients and any replacement contractor, that all information provided pursuant to this clause 25.2 shall be true and accurate in all material respects at the time of providing the information. This information shall be provided within ten days of request.
- 25.3 During the eight month period (or, if less, the period of the Contract) preceding the expiry of the Contract or within any period of notice of termination or notice of break of the Contract, the Consultant shall not without the prior written agreement of the Company, which shall not be unreasonably withheld or delayed:-
- 25.3.1 materially amend the terms and conditions of employment of any employee whose work, wholly or mainly, falls within the scope of the Contract; or
- 25.3.2 materially increase the number of employees whose work (or any part of it) is work undertaken for the purposes of the Contract.
- 25.4 It is agreed that the Consultant shall have and assume full responsibility for any redundancy costs and related notice and TUPE liabilities for all the Consultant's Employees upon the expiration or termination of the Contract. The Consultant agrees to indemnify the Company, for itself and any replacement contractor described in Clause 24, and keep them indemnified and held harmless at all times from and against all actions, proceedings, claims, demands, expenses, awards, losses, damages, costs and all other liabilities whatsoever in any way connected with or arising from or relating to the application or alleged application of TUPE in respect of the Consultant's Employees.

26. Assignment and Sub-Contractors

- 26.1 The Consultant shall not sub-contract or transfer, assign, novate, charge or otherwise dispose of the Contract or any part of it (or of the Services) without the prior written consent of the Company.
- 26.2 The Consultant shall ensure that all sub-contractors comply with the Contract and shall be wholly responsible for the actions, omissions or defaults of the Consultant's Employees, sub-contractors, agents and suppliers and shall not be relieved of any of its obligations under the Contract by such sub-contracting.
- 26.3 The Consultant shall ensure that any sub-contracts contain provisions:
- 26.3.1 requiring the sub-contractor to comply with the Supply Partner's Code of Conduct at all times;
- 26.3.2 requiring the Consultant to pay any undisputed sums which are due from it to the sub-contractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice;
- 26.3.3 requiring that any invoices submitted by a sub-contractor shall be considered and verified by the Consultant in a timely fashion and that undue delay in doing so shall not be sufficient justification for failing to regard an invoice as valid and undisputed;

- 26.3.4 conferring a right to each of the Main Clients (as is applicable) and the Company to publish the Consultant's and the sub-contractor's compliance with its obligation to pay undisputed invoices to sub-contractors within the specified payment period;
- 26.3.5 giving the Consultant a right to terminate the sub-contract if the sub-contractor fails to comply in the performance of the sub-contract with legal obligations in the fields of environmental, social or labour law; and
- 26.3.6 requiring the sub-contractor to include in any sub-contract which it in turn awards suitable provisions to impose, as between the parties to that sub-contract, requirements to the same effect as those required by this Clause 26.3.

26.4 The Company may at any time assign, novate or otherwise transfer the benefit and/or burden of the Contract to any other person, provided that in the reasonable view of the Company such person is of sufficient standing to be able to discharge the Company's liabilities under the Contract. The Consultant hereby consents to any such assignment, novation or transferral.

27. Notices

All notices given by a party shall be in writing and shall be deemed to be duly given at the time of delivery, if delivered by hand to the other party's address, and two working days after posting, if sent by first-class pre-paid post to the other party's address. Each party's address shall be the address set out in the Award Letter, or such other address as it notifies to the other party from time to time.

28. Arbitration

- 28.1 If any dispute, disagreement or difference (“**dispute**”) arises out of or in connection with the Contract, the parties shall in good faith refer that dispute to the decision of the managing director of the Consultant and the Chief Executive of the Company (or other such persons of equivalent status as the parties may respectively designate by notice to each other).
- 28.2 If, at the expiration of 60 days after any referral pursuant to Clause 28.1 (or such further period as the parties may agree in writing), the parties remain in dispute, the dispute shall be referred to the London Court of International Arbitration and finally resolved by arbitration under the Arbitration Rules of the London Court of International Arbitration in force at the date of the referral.

29. General

- 29.1 If any provision of the Contract is held to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remaining provisions of the Contract shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated. If the invalid provision is fundamental to the Contract, the parties shall immediately commence negotiations in good faith to remedy the invalidity.
- 29.2 The failure by either party to exercise any right or remedy shall not constitute a waiver of that right or remedy or of any future rights or remedies. No waiver shall be effective unless it is communicated to the other party in writing and no waiver on any particular occasion shall operate as a future or continuing waiver of any right or remedy.
- 29.3 Nothing in the Contract confers or purports to confer on any third party any right to enforce any term of the Contract, and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply, save that where the Main Contract and/or the Main Subcontract requires that the Main Clients (as applicable) be entitled to enforce the terms of this Contract then the Main Clients (as applicable) shall be so entitled.
- 29.4 All provisions which are expressly or by implication intended to come into or remain in force on or after termination shall continue in full force and effect.
- 29.5 The Contract constitutes the entire agreement between the parties with respect to its subject matter. All prior agreements, conditions and warranties (whether express or implied, statutory or otherwise) and all representations, statements, negotiations, understandings and undertakings (whether written or oral) are

superseded by the Contract (other than fraudulent misrepresentation on which a party can be shown to have relied).

- 29.6 The Contract shall be governed by and interpreted in accordance with English law and, subject to clause 28, the parties submit to the exclusive jurisdiction of the Courts of England.
- 29.7 Save as set out in clause 4, this Contract shall only be varied or amended by written agreement between the Consultant and the Company.

Schedule 1
STATEMENT OF WORK

Schedule 2
CHANGE TEMPLATE

PARTIES

(1) **Carbon Trust Advisory Limited** incorporated and registered in England and Wales (Registered Number 06274284) (the “**Company**”)

(2) [] a **limited company**, registered in [] with registration number [], whose [registered/principal] address is at [] (“the “**Consultant**”).

BACKGROUND

(A) This document (“**Contract Variation**”) is supplemental and collateral to the Contract made between the parties relating to the Project.

(B) Unless otherwise defined or varied, all terms defined in the Contract shall have the same meanings in this Contract Variation.

(C) The parties agree to the terms and conditions contained in this Contract Variation.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Contract Variation.

1.1

2. VARIATIONS TO THE CONTRACT

2.1 Variations made

From and including [the date of this Contract Variation **OR** [DATE]], the Contract shall be read and construed as varied by the provisions set out herein.

2.2 Contract remains in force

The Contract shall remain fully effective as varied by this Contract Variation.

TERMS TO BE VARIED

[To be agreed between the parties, consider including: new statement of work, fees and payment terms, outputs and deliverables, expiry date, termination rights.]

GOVERNING LAW

This Contract Variation and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

JURISDICTION

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

THIRD PARTY RIGHTS

A person who is not a party to this Contract Variation shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract Variation. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

Signed as a deed by a duly authorised signatory of **Carbon Trust Advisory Limited**

Witnessed by:

Name:

Address:

Date:

Signed as a deed by a duly authorised signatory of

Witnessed by:

Name:

Address:

Date:

Schedule 3

Part 1

MAIN CONTRACT

Part 2
MAIN SUBCONTRACT

Schedule 4
EY REQUIREMENTS

1. The Consultant acknowledges, agrees and accepts the anti-financial crime agreement at Appendix 1 of this Schedule 4.
2. Prior to the Consultant's performance of any Services, the Consultant agrees to provide the Company and/or EY (as is applicable) with a copy of the mandatory declaration in Appendix 2 of this Schedule 4, duly completed and signed by each of the Consultant's directors, employees and other staff used in connection with this Contract ("**Relevant Personnel**").
3. The Consultant shall immediately notify the Company in writing of any actual or suspected breach of (i) the terms of Appendix 1 of this Schedule 4 by the Consultant, or anyone acting on the Consultant's behalf involved in the provision of the Services, or (ii) any of the mandatory declarations in Appendix 2 of this Schedule 4 by any of the Consultant's Relevant Personnel (any of the foregoing breaches at (i) or (ii) being, a "**Relevant Breach**").
4. EY (acting through the Company) and/or the Company shall have the right to immediately terminate this Contract on written notice to the Consultant, in the event of any Relevant Breach. The Consultant shall defend, indemnify and keep indemnified the Indemnified Parties (defined below) from and against all Losses arising from or incurred by reason of the Consultant's, or any of the Consultant's personnel's breach of the Anti-Financial Crime Laws (whether or not EY has exercised its foregoing termination right).

For the purposes of this Schedule 4:

"EY Network Member" means any one of the network of entities comprising Ernst & Young Global Limited, EYGN Limited, EYGM Limited, EYGS LLP, EYGI B.V., EY Global Finance, Inc. and their members and any entity controlled by any such entity, under common control with any such entity, or controlling such entity, or any corporation, partnership or other business organisation that is a member firm or a subsidiary of the entity, or which is directly or indirectly a majority owned or controlled subsidiary of the entity, together with any partner, director, employee or agent of any such entity. For the purposes of this definition, "**control**" means (a) ownership, either directly or indirectly, of equity securities entitling either such entity to exercise in the aggregate at least 50% of the voting power of such entity in question; or (b) possession, either directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity in question, whether through ownership of securities, by contract or otherwise;

"Indemnified Parties" means EY, the other EY Network Members and their respective partners, principals, directors, officers, employees, consultants and agents; and

"Losses" means any demand, losses, damages, costs (including legal costs and disbursements) and expenses.

"Anti-Financial Crime Laws" means any applicable foreign or domestic anti-bribery, anti-corruption, anti-money laundering and anti-financial crime laws and regulations, including, without limitation, the Bribery Act 2010, the US Foreign Corrupt Practices Act 1977, any laws intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the Proceeds of Crime Act 2002, Modern Slavery Act 2015, Criminal Finances Act 2017 and any related regulations thereto, each as amended.

APPENDIX 1

Anti-Financial Crime Agreement

1. You represent, warrant and undertake that you:
 - a. will fully comply with, and will procure that all your personnel and sub-contractors engaged in the Project fully comply with the Anti-Financial Crime Laws;
 - b. will not, and shall procure that any person acting on your behalf will not, take any action, or omit to do anything, that would cause the Company, EY or any EY Network Member to be in breach of the Anti-Financial Crime Laws;
 - c. will have in place, and shall maintain in place throughout the term of the Contract, adequate policies and procedures to ensure compliance with the Anti-Financial Crime Laws and will enforce them where appropriate. At EY's request (acting by the Company), you will disclose such policies and procedures to EY;
 - d. shall create and maintain precise and accurate books and financial records in connection with the Services. Further, upon reasonable request, EY shall have the right to inspect such of your books and financial records as may be reasonably required to determine your compliance with this anti-financial crime agreement. You will fully cooperate with any such inspection that may be conducted;
 - e. will make it clear to those providing services for you, including your personnel and subcontractors, that you do not accept or condone the payment of bribes (including facilitation payments) on your behalf, or any other payments or practices on your behalf, which are unethical or otherwise breach Anti-Financial Crime Laws;
 - f. will notify the Company and EY in writing of any actual or suspected breach by you or any person acting on your behalf, or any action or omission by you or any person acting on your behalf that would put the Company, EY or any EY Network Member in actual or suspected breach, of any of the Anti-Financial Crime Laws. You shall promptly, in writing, report to the Company and EY any request or demand for any undue financial or other advantage of any kind received by you in connection with the performance of this Contract;
 - g. if requested, you will provide the Company and EY with any reasonable assistance, at EY's reasonable cost, to enable EY to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any of the Anti-Financial Crime Laws;
 - h. shall, following at least 10 Working Days' written notice from the Company and/or EY to you, allow EY (or its professional advisers) reasonable access to your premises, relevant personnel, relevant systems and relevant records to verify your compliance with Anti-Financial Crime Laws. You shall provide the Company and EY (and its professional advisers) with all reasonable co-operation and assistance in relation to each audit.
 - i. agree that EY may disclose the terms of this Contract, including your identity and the payment terms, to any third party who, in EY's judgment, has a legitimate need to know, including government agencies; and
 - j. shall comply, during delivery of the Services, with the EY Supplier Code of Conduct, from time to time, a copy of which is located at: <http://www.ey.com/suppliercodeofconduct>).

APPENDIX 2

Mandatory Declaration

Note: this declaration is for all personnel of non-EY sub-contractors who are to receive confidential information or provide services in relation to a client assignment

Name of sub-contractor: []
Personnel name:
Position/Role: Subcontractor to EY.....
Client Assignment: Prosperity Fund Low Carbon Energy Programme for South East Asia
Client Name: Foreign and Commonwealth Office

1. Confidentiality Agreement

The purpose of this part of the declaration is to confirm certain terms as regards confidentiality to which we require your agreement before permitting you to commence work (the ‘Appointment’). You will come across certain information in both paper and electronic form of a highly confidential nature relating to both clients and our own business (the ‘Information’).

In consideration of Ernst & Young LLP offering me the Appointment I agree as follows:

- a) Subject to Clause d) below, I will keep the Information strictly confidential and will not disclose it to any third party with the exception of:
 - (i) partners and staff of Ernst & Young LLP; and
 - (ii) those clients of Ernst & Young LLP to whom the Information relates.

- b) The Information disclosed to me will be used solely for the purpose of carrying out my responsibilities in relation to the Appointment.

- c) On the termination of the Appointment, and immediately on being requested to do so, I will return all the Information disclosed to me, and any copies thereof.

- d) The obligations in this document shall not apply to any of the Information which:
 - (i) is or subsequently comes lawfully into the public domain; or
 - (ii) I am required to disclose by law or by any order of any regulatory authority provided I advise Ernst & Young LLP before any such disclosure.

- e) The obligations set out in this document will continue to apply after the conclusion or termination of the Appointment.

2. Intellectual Property Agreement

I acknowledge that it is possible that I may gain access to your methodologies, frameworks, know-how, products, processes, ideas, interpretations, models, documentation, manuals, software, discs, reports, research, working notes, papers, data, specifications, designs, analyses, inventions and/or similar items during the course of my work with you or for your clients (collectively, ‘EY Works’). I acknowledge that you retain all rights, title and interest in and to all EY Works, including without limitation the copyright, trademark and intellectual property rights in all EY Works. I agree not to copy, reproduce, translate, adapt, vary, modify, disassemble, decompile or reverse engineer or otherwise deal with the EY Works except as expressly authorised by Ernst & Young LLP in writing.

3. Insider Dealing and Market Abuse

- a) I will not make use of, nor pass on to others, price sensitive information obtained in a professional or personal capacity, whether relating to a client or not, or engage in any other conduct in a manner which could be regarded as in contravention of legislation on insider dealing (for example, by dealing in the shares and other securities of companies or businesses to which the information relates) or market abuse (for example, creating false markets by involvement in generating misleading information or artificial transactions).
- b) I confirm that, if I have doubts about the propriety of undertaking a personal securities transaction, I shall consult with you if I suspect that anyone acting for the firm has engaged in insider dealing or market abuse.

4. Anti-bribery

I confirm that:

- a. in the performance of the agreement to which this Declaration is appended (the “Agreement”), I shall comply strictly with all applicable anti-corruption laws including the Bribery Act 2010; and
- b. I have read the summary of Ernst & Young’s anti-bribery global policy (see Annex 2). In particular, I understand that Ernst & Young has a zero-tolerance policy towards bribery and that in the event I am offered a bribe or believe someone I am working with is offered or offers a bribe or payment which I suspect to be improper, I will notify my supervising partner or make an anonymous report using the firm’s [Ethics Hotline](#).

5. Money Laundering and Data Protection

I confirm that I will comply with applicable anti-money laundering and data protection legislation and requirements.

Applicable money laundering requirements are to:

- a) Report to the firm’s Money Laundering Reporting Officer (“MLRO”) if you know, suspect or have reasonable grounds to know or suspect that any person is engaged in handling or laundering the proceeds from any crime or in financing terrorism;
- b) Avoid providing advice or other assistance to clients if you know or suspect that this involves funds that have originated from crime or are likely to be used to finance terrorism, unless you obtain consent from the MLRO;
- c) Avoid doing anything that could amount to tipping off a suspected launderer or that otherwise might prejudice any police or other investigation.

Further explanation of these requirements is available from the permanent members of the firm’s staff with whom you will be working or from the firm’s MLROs:

London – Colin Pickard

Guernsey – Richard Le Tissier

Jersey - Chris Barry

6. Bringing Ernst & Young LLP into Disrepute

I will do nothing that might bring Ernst & Young LLP, or any of its partners or staff, into disrepute.

7. Independence and Conflicts of Interest

The purpose of this part of the declaration is to ensure that Ernst & Young LLP's independence is not impaired and that any conflicts of interest are identified and managed. The attached [link](#) to EY's external independence website enables individuals to determine whether any relationships held are with proscribed entities. Once you have accessed the website, select the tab called 'Security Search', then please use the following log in details: **Username:** NEWHIRE1, **Password:** indnew02. If you have any issues accessing the link, please paste this address <<https://eyindependence.ey.com/>> into your internet browser.

An asterisk (*) denotes a defined term as follows:

* **immediate family member** includes wives, husbands, spousal equivalents and financially dependent individuals (e.g., children, step-children and other relatives). Financially dependent individuals include any person who received more than half of their support for the most recent fiscal year from a professional and/or his or her spouse (or spousal equivalent).

* **close family member** includes an individual's nondependent parents, step-parents, children, step-children and siblings. Close non-family relationships that entail frequent or regular social contact should also be considered in the assessment of any actual or perceived threat to independence.

- a) If the Appointment relates to a client for which any of my immediate family members* or close family members* are directors or employees I will notify Jeff Gibbon, so that they can consider any appropriate action to be taken.
- b) I will not, and nor will any of my immediate family members*, accept gifts, hospitality or other benefits nor purchase goods or services at less than market value from the FCO, nor from any other person or entity, in circumstances which might prejudice my or the firm's integrity and objectivity in relation to the FCO.
- c) I have disclosed below any business interests that I hold with the FCO, and any other factors that may give rise to a potential conflict between my interests and those of Ernst & Young LLP or the FCO. I undertake to notify Jeff Gibbon, of any changes in these interests and of any other relevant information in the future.

.....
.....
.....

- d) I have disclosed below any directorships, substantial shareholdings (greater than 5%), trusteeships or other personal appointments that I hold. I undertake to notify Jeff Gibbon, of any changes in the appointments that I hold in the future.

.....
.....
.....

- e) I am aware that if any of the above details change, I must notify Jeff Gibbon so that Ernst & Young can ensure this relationship continues in accordance with its legal or regulatory requirements. If this relationship cannot continue following the changes, EY may terminate the relationship with immediate effect.

8. Fit & Proper Questionnaire

I have completed and signed the attached Fit & Proper Questionnaire (Annex 1).

9. Declarations

To the best of my knowledge and belief, the answers I have given in this declaration and in the attached Fit & Proper Questionnaire are true and accurate in all respects. I understand that, if any misleading statements or omissions are discovered, the Appointment may be terminated.

In signing this declaration, I signify that I understand and agree to abide by the conditions set out in this document. I understand that if I fail to abide by these conditions, the Appointment may be terminated.

.....
Signed

.....
Date

From (Capitals)
Office

Annex 1

FIT AND PROPER QUESTIONNAIRE AS AT/...../.....

Financial Integrity and Reliability		<u>NO</u>	<i>YES</i>
1.	In the last ten years have you made any compromise arrangement with your creditors or otherwise failed to satisfy creditors in full? <i>If so, give particulars.</i>		
2.	Have you ever been declared bankrupt or been the subject of a bankruptcy court order in the United Kingdom, Republic of Ireland or elsewhere, or has a bankruptcy petition ever been served on you? <i>If so, give particulars.</i>		
3.	Have you ever signed a trust deed for a creditor, made an assignment for the benefit of creditors or made any arrangements for the payment of a composition to creditors? <i>If so, give particulars.</i>		
Civil Liabilities			
4.	In the last five years have you, in the United Kingdom, Republic of Ireland or elsewhere, been the subject of any civil action relating to your professional or business activities which has resulted in a finding against you by a court, or a settlement (other than a settlement consisting only of the dismissal by consent of a claim against it and the payment of its costs) being agreed? <i>If so, give particulars.</i>		
Good Reputation and Character		<u>NO</u>	<i>YES</i>
<i>Note: There is no need to mention offences which are spent for the purposes of the Rehabilitation of Offenders Act 1974, similar legislation in Ireland, offences committed before the age of 17 (unless committed within the last 10 years) or any road traffic offence that did not lead to a prison sentence.</i>			
5.	Have you at any time pleaded guilty to or been found guilty of any offence? <i>If so, give details of the court which convicted you, the offence, the penalty imposed and date of conviction.</i>		
6.	Have you ever been disqualified by a court from being a director, or from acting in the management or conduct of the affairs of any company? <i>If so, give particulars.</i>		
7.	In the last ten years have you, in the United Kingdom, Republic of Ireland or elsewhere, ever been refused the right or been restricted in the right to carry on any trade, business or profession for which a specific licence, registration or other authority is required? <i>If so, give particulars.</i>		
8.	In the last ten years have you, in the United Kingdom, Republic of Ireland or elsewhere, ever been investigated about allegations of misconduct or malpractice in connection with your professional activities which resulted in a formal complaint being proved but no disciplinary order being made? <i>If so, give particulars.</i>		
9.	In the last ten years have you, in the United Kingdom, Republic of Ireland or elsewhere, ever been the subject of disciplinary procedures by a professional body or employer resulting in a finding against you?		

Annex 2

Summary of EY's Anti-Bribery Global Policy

This document has been produced by the EY Global legal team and represents a summary of the Anti-Bribery and Corruption Global Policy applicable to partners, principals and employees (EY Personnel) of the firms and legal entities forming part of the global organization of Ernst & Young Global Ltd (EY). In appropriate circumstances, EY personnel may share this summary with clients and others to respond to anti-bribery due diligence questions.

- Payment by EY personnel to a public official in connection with EY business may only be made after consultation with relevant legal counsel.
- EY personnel must keep records that accurately and fairly reflect all transactions. EY personnel must follow all internal controls, recommended practices and procedures as well as applicable professional standards and practices for accounting and financial reporting.
- False, misleading or other artificial entries are not to be made for any reason, including concealing the purpose or nature of payments.
- It is the responsibility of EY personnel when engaging agents, consultants or other third parties to conduct appropriate due diligence and require such parties to confirm that commissions or fee arrangements will not be used for bribes. EY personnel must also require that agents, consultants or other third parties who will take action on EY's behalf to understand and comply with EY's anti-bribery policy.
- EY personnel should raise concerns about any issue or suspicion of bribery or corruption and contact legal counsel. The EY Ethics Hotline may also be used to report conduct inconsistent with this policy. Separate EY service line policies and methodologies provide processes for reporting instances of illegal activity when discovered at a client.
- EY personnel who are asked for a bribe should report this request.
- EY personnel will not be penalised for reporting, in good faith, suspected misconduct that they themselves were not involved in.
- The EY Code of Conduct provides more information on where EY personnel can go for advice and guidance