

CISL ERDF Sustainability Hub and Accelerator - Innovate to Adapt

Summative Assessment Tender Specification

1. Introduction

The University of Cambridge Institute for Sustainability Leadership (CISL) is inviting submissions to carry out an effective impact evaluation and “Summative Assessment” for the ‘Sustainability Hub and Accelerator - Innovate to Adapt’ project.

The project is part funded through the European Regional Development Fund (ERDF), the conditions for which include a requirement to conduct a thorough Summative Assessment in accordance with guidance published by the ERDF Managing Authority, which is the Department for Levelling Up, Housing and Communities (DLUHC).

As well as meeting the requirements of DLUHC, the Summative Assessment should be underpinned by a programme of active and planned engagement with project beneficiaries and the project team who will provide relevant data to assist the Summative Assessment. The final Summative Assessment report will include an evaluation of the overall impact of the project and any lessons learned that might inform the development of further activities and engagement with businesses. More information can be found below.

2. Project Description

This project was designed to help businesses respond to major shocks such as climate change and its impacts, as well as market and trading environments, and to assist them in developing resilience whilst turning these challenges into business opportunities and to drive competitiveness, primarily in the Greater Cambridgeshire and Greater Peterborough ESIF area but open to SMEs in all of England.

The project was also designed to exploit the capability that exists in small and medium sized enterprises to respond to the sustainability challenges through innovation and adaptation.

CISL has expertise that can be focussed on SMEs through business support and the creation of the new accelerator, to provide support, convene and network in an open innovation environment with corporates, staff and academics.

The project has/is being delivered through two elements:

- Capital refurbishment and fit out of 1 Regent Street
- Revenue SME Business Support

Capital Element

The capital element includes an apportioned contribution to the low carbon retrofit costs for 1 Regent Street, Cambridge which is the new location for the Cambridge Institute for Sustainability Leadership which is opening during 2022 – known as the Entopia Building.

The retrofit of the building at 1 Regents Street, Cambridge will create for the first time in Cambridge a Sustainable Business Forum and Accelerator where corporates, SMEs and researchers can co-locate and collaborate. The ERDF part of the project will also provide dedicated incubation space and support for innovative SMEs to interact with this innovation community and provide for the first-time high calibre business support through the provision of business space and 'in house' acceleration for sustainability-oriented SMEs in the former GCGP LEP area. The delivery of the capital project has been and is being delivered by a CISL Project Director working with a University of Cambridge Estates Team Executive Assistant and appointed professionals.

Revenue Business Support

The Business Support element includes engagement with SMEs delivered, in part by CISL staff and contributors, representatives of strategic corporate partners, academics and industry practitioners, as well as drawing on the exceptional breadth of the University as a whole.

This project will help to create a productive bridge between small business and startups and CISL's corporate partners, who are innovating quickly to address the global challenges of sustainability and resilience. The meaningful engagement with major corporates is an aspect often absent in Innovation and Enterprise Centres that lack anchor tenants.

In order to fulfil a region wide and cross LEP delivery, a dedicated team of Business Innovation Managers were appointed. They work with and co-ordinate the business support activity at this and other key locations in the GCGP area.

The SME business support consists of one-to-many engagements with experts, referral with the growth hubs and other sources of support where appropriate, and to secondary sources of specialist input. This is a collaborative project and we have budgeted for many events and business support will be made available to SMEs in locations outside Cambridge, including those located in Peterborough, and across Cambridgeshire at other business centres and venues. Workshops, especially during periods of COVID restrictions, have been provided online, with some in person programmes and events being delivered since covid restrictions have relaxed.

3. Summative Assessment Key Objectives

The key objectives of the Summative Assessment will be to:

1. Assess the effectiveness of the two elements of the project in the context of the project design and identified need that the project seeks to address, taking into account the changing economic and social context during the period;
2. Evaluate the achievement (or otherwise) of project outcomes: To assess if the project achieved (or is achieving) its targets and providing a contribution towards helping businesses respond to major shocks such as climate change and its impacts as well as market and trading

environments and to assist them in developing resilience whilst turning these challenges into business opportunities;

3. Assess the effectiveness of project delivery. To examine if the project activities were effective and well delivered, and to look at whether or not the delivery process was well received and respected by business beneficiaries. The summative Assessment will look at whether the delivery process could be improved and would this impact on the demand for these services in the GCGP LEP area;
4. Assess the impact on businesses and economy. To examine if the project provided a positive return on investment and provided value for money in terms of improving the productivity and competitiveness of the businesses supported through the project. As part of this to examine the difference the project provided to the end-beneficiary SME, factoring in both intended and unintended benefits to the business beneficiaries.
5. Assess any lessons that can be learned from the approach taken in the context of the market failure that the project seeks to address. Record any lessons that have been learnt plus identify how insights and improvements could be applied to future projects of a similar nature.

4. Summative Assessment Methodology

Bidders will set out their proposed methodology but we anticipate that the SA methodology will include, as a minimum, the following sections describing how each on the objectives of the assessment will be met.

To assess the effectiveness of the two elements of the project in the context of the project design and identified need that the project seeks to address.

The Summative Assessment will examine suitability, performance and use of the physical area and facilities funded by the project and speak to users of the facility (particularly SME users) to gather information on their experience and how that has enhanced their business. Business support activity will be evaluated through consultation with SME end-beneficiaries, staff and other stakeholders. Finally, we envisage that the Summative Assessment will examine the interface between the provision of business support and the new facility. Once the facility is up and running it will be possible to examine how the interaction between businesses, staff and other organisations in the sustainability hub and accelerator facility has contributed to project outcomes. This will test whether or not the rationale for the project was robust and remains relevant.

To evaluate the achievement (or otherwise) of project outcomes v targets

The Summative Assessment will analyse the data collected by the project. We envisage that there will be a full assessment of the performance of the project in relation to the profiled set of targets plus an examination of any issues that have arisen in respect of providing evidence. The assessment will be carried out through an initial examination of ERDF claims followed by discussions with project staff. Performance, against both Output targets/profiles and Financial targets/profiles will be analysed and, at the interim stage, may be used as an evidence base for changes to the project if required. We envisage that such an assessment will also help show if original estimates and profiles

were robust. We would expect this analysis to go beyond desk-based data analysis and include engagement with staff and SMEs to identify how the project has been of benefit to the business.

To assess the effectiveness of project delivery

It will be necessary to examine if the project activities were effective and well delivered and to look at whether or not the delivery process was well received and respected by business beneficiaries. This assessment will also consider the management, delivery and governance arrangements and processes for the project. Such an analysis will be carried out through a variety of methods, but we expect that interviews and questionnaires may form part of this process. With this information, the Summative Assessment will look to identify whether or not the delivery process could be improved and would this impact on the demand for these services in the GCGP LEP area.

Examination of the Impact on Businesses and the Economy

A key part of the final Summative Assessment will be to examine the impact on businesses and economy. This will examine if the project provided a positive return on investment and provided value for money in terms of improving the productivity and competitiveness of the businesses supported through the project. This will be a qualitative assessment. As part of this process we envisage examination of the difference the project made to the end-beneficiary SME, factoring in both intended and unintended benefits to the business beneficiaries. For this 'impact' analysis it will be necessary to attempt an analysis based on counterfactual impact assessment. This can be achieved through the identification of a group of SMEs with similar characteristics that have not received support from the project to compare with those that have received support. It may also be possible to supplement this analysis with a theory-based approach through examining the impact the project has had on beneficiary SMEs. We will support this process through the collection of data held on our Customer Relations Management (CRM) database.

Lessons Learned

Finally, the Summative Assessment will need to identify any lessons that can be learned from the approach taken in the context of the project objectives and market failure that the project seeks to address. The final report will record any lessons that have been learnt plus identify how insights and improvements could be applied to future projects of a similar nature.

Reporting

It is envisaged that there will be a small Summative Assessment Steering Group which will oversee delivery and to which the appointed consultancy will report.

5. Summative Assessment Budget

The budget is for £20,000 which, in accordance with DLUHC guidance, represents less than 1% of total eligible project spend. Any proposals above this threshold will be considered where there is shown to be additional benefits/ learning through a the proposed method.

6. Bid Format

6.1 Experience and capability

- Detail your previous experience of working with ERDF or other relevant funding streams.
- Provide details of your experience of delivering Summative Assessments together with examples.
- Explain what you have learned from your experience of carrying out Summative Assessment Evaluations and how this learning can be applied to this task.

6.2 Delivery Methodology

- Please set out in full detail your proposed methodology for carrying out this Summative Assessment including your approach to impact assessment.
- Please set out your intended format for draft and final reports and provide details of how this will be compliant with DLUHC guidance.
- Please provide details of the proposed team and their relevant experience.
- Please set out how you will work with CPCA and Delivery Partners in respect of ongoing work and communications.

6.3 Timing

- Please set out a timetable including each stage of the work and production of the evaluation (final report required by April 2023).

6.4. Costs

- Please provide details of proposed costs including a breakdown of consultancy time anticipated of named personnel and proposed day rates and other terms.

7. Scoring Criteria

7.1 Selection Criteria Questions

These are as set out in Annex A. Selection questions will be marked 'Pass/Fail'. A mark of 'Fail' may lead to rejection of the bid.

7.2 Award Criteria Scoring Matrix

Award criteria are set out in Annex B. The following scoring matrix will be used in the assessment of responses to each section.

Score	Label	Description
0	Unacceptable	The information is either omitted or fundamentally unacceptable
1	Poor	The information submitted has some omissions or demonstrates only limited technical, ability and/or capacity
2	Satisfactory	The information submitted just meets expectations in demonstrating technical experience, ability and/or capacity to deliver the

		services. There are significant reservations, but not sufficient to warrant rejection
3	Good	The information submitted meets expectations in demonstrating technical experience, ability and/or capacity to deliver the services
4	Very Good	The information submitted more than meets expectations and provides strong evidence of technical experience, ability and/or capacity to deliver a quality service
5	Excellent	The information submitted exceeds expectations and provides evidence of high-quality technical experience, ability and/or capacity to deliver a quality service

7.3 Award Criteria Weighting

The following weighting will be applied in assessing responses to award criteria.

Reference	Element	Percentage Weighting
7.1	Experience and Capability	20%
7.2	Delivery Methodology	40%
7.3	Timing and Plan	20%
7.4	Cost/Value for Money	20%

8. Timeline for Submission

Item	Date(s)
Tender Opened:	31 st October 2022
Submission of questions by:	14 th November 2022
Responses to questions posted by:	18 th November 2022
Tender return deadline:	30 th November 2022
Evaluation of bids:	6 th December 2022
Interviews (if required):	9 th December 2022
Award to successful bidder:	16 th December 2022
Stand still period:	23 rd December 2022
All bidders informed of outcome:	3 rd January 2023
Indicative contract signing date:	3 rd January 2023

9. Further Information and Questions

In developing proposals for this work bidders are advised to check the latest ERDF Summative Assessment guidance available via:

<https://www.gov.uk/government/publications/evaluation-of-the-european-regional-development-fund-2014-to-2020>

Questions/clarifications can be sent to yasmin.revell@cisl.cam.ac.uk. Note that all questions and responses will be published and available to all interested parties.

The University will not reimburse any bidding costs.

This Invitation is confidential. Do not discuss with any third parties the bid you intend to make (except professional advisers or joint bidders who need to be consulted) nor canvass your bid for acceptance.

The University will regard submissions as confidential until award. **Information you believe would be exempt from disclosure under the Freedom of Information Act 2000 after award must be individually identified in your submission together with the reason for the exemption and for the non-disclosure period claimed.**

Variant bids may be submitted but must clearly identify all variants from the University's specification and state all cost implications.

Proposals and supporting documents shall be in English. Any contract subsequently entered into will be subject to English law and jurisdiction. Unless otherwise agreed in writing, proposals and orders are issued subject to the University's Standard Terms, a copy of which is attached.

Proposals shall comprise a response to the specification, a pricing schedule and a signed copy of the terms.

Do not supply any goods or services until you have received confirmation that your proposal has been successful. Acceptance of the proposal by the University will be in writing. A purchase order will normally be issued.

Standard Terms of Contract**1. Definitions**

'we', 'us' and 'our' means The Chancellor, Masters and Scholars of the University of Cambridge.

'you' and 'your' means the person, firm or company making the Supply.

'Attachment' means a document which sets out the particular features of the Contract.

'Authorised Officer' means our employee authorised to issue and deal with the Contract.

'Authorised' means signed by an Authorised Officer.

'Confidential Information' means all information (written or oral) not in the public domain concerning the business and affairs of either party which is obtained in connection with the Contract.

'Contract' has the meaning given in Condition 2.

'Form of Agreement' means a form of agreement signed by the parties.

'Goods' 'Services' 'Works' means the goods services and/or works described in the Contract.

'Intellectual Property Rights' mean patents, trade marks, service marks, registered designs, copyrights, database rights, design rights, confidential information and any other right recognised in any jurisdiction.

'Loss' means any loss, costs, damages or expenses howsoever arising.

'Package' means any type of package used to make delivery including without limitation bags, cases, carboys, cylinders, drums, pallets, tank wagons and other containers.

'Price' means the price stated in the Contract.

'Purchase Order' means an Authorised purchase order.

'Supply' means the Goods, Services and/or Works.

2. The Contract

2.1 The Contract shall comprise (in order of precedence): any Form of Agreement, any Attachment, any Purchase Order, these Standard Terms and any other document identified as forming part of the Contract.

3. Price

3.1 The Price is fixed and comprehensive. Unless otherwise agreed there are no additional charges, including without limitation for design, storage, packing, insurance, delivery to the delivery address, duty, taxes, carriage, installation and commissioning. VAT is payable in addition.

4. Variations

4.1 If we wish to vary the Supply we will ask you to provide a quotation within 14 days (or such longer period as we agree is reasonable). No variation shall be implemented unless the Authorised Officer notifies acceptance of the quotation in writing.

5. Our right of cancellation

5.1 We may cancel the Contract at any time by sending you a notice of termination. If you submit a written termination claim within the following three months we will pay all sums which in our reasonable opinion are properly due and owing up to the date of termination in full and final settlement. We shall not be liable for any loss of profits or any indirect or consequential loss arising from our cancellation. The total of all payments made or due to you under the Contract, including any termination payment, shall not exceed the Price.

6. Quality and description

6.1 The Supply shall conform in every respect with:

- (a) with the provisions of the Contract (including without limitation any standards of performance specified in the Contract);
- (b) the requirements of any relevant UK or EC statute, order, regulation, directives, standard, code of practice or bye-law or international agreement from time to time in force which is relevant to the Supply;

- (c) any recommendation or representation you have made; and
- (d) professional standards which might reasonably be expected.

6.2 Goods shall:

- (a) unless otherwise agreed be fit for any purpose made known to you expressly or by implication and in this respect we rely on your skill and judgement;
- (b) be new (unless otherwise specified in the Contract), of sound materials and made with skilled and careful workmanship;
- (c) correspond to their description and any samples, patterns, drawings, plans and specifications referred to in the Contract; and
- (d) be of satisfactory quality.

7. Access to our premises etc.

7.1 Where access to our premises is required, you shall comply with our reasonable requirements. Access shall be at your risk. At the completion of the Supply you shall leave our premises in a clean condition, ready for occupation, having reported to the Authorised Officer and repaired any damage.

8. Progress and inspection

8.1 You shall provide any programmes of work, manufacture and

delivery we may reasonably require. You shall notify us immediately if your progress falls behind or may fall behind any of these programmes.

8.2 We shall have the right to check progress at your works and those of any sub-contractor at all reasonable times. Any inspection or approval shall not relieve you from your obligations under the Contract.

8.3 The Authorised Officer must be notified and consent obtained to any extension of time. Unless otherwise agreed, time shall be of the essence.

9. Packaging

9.1 Unless otherwise agreed, all Packages shall be non-returnable. If a Package is returnable, you must give us full return instructions before the time of delivery, the Package must be clearly marked to show to whom it belongs and, unless otherwise agreed, you must pay the costs for the return of Package. We shall not be liable for any Package lost or damaged in transit.

10. Safety

10.1 You shall

- (a) have full regard to safety of persons and comply with the Health and Safety at Work Act 1974 and its subordinate regulatory framework, and of any other Acts pertaining to the health and safety of persons and where supplying food observe all requirements in relation to food safety;
- (b) conduct all necessary tests prior to delivery to ensure that the Supply will be safe and without risk to the health or safety of persons;
- (c) provide adequate safety information data sheets and content identification, particularly of hazardous materials; and
- (d) throughout the progress of any Works, keep the site in an orderly state and provide and maintain all lights, guards, fencing and warning signs for the protection of the Works and the safety and convenience of the public and others.

11. Delivery of Goods

11.1 Goods shall be properly packed and despatched to arrive in good condition at the specified department address and nowhere else.

12. Late or damaged delivery of Goods

12.1 If any of Goods are not delivered on time or arrive damaged then we may by written notice do any of the following: cancel any undelivered balance of the Goods; return for full credit and at your expense any goods that in our opinion cannot be used; require you as quickly as possible to repair or replace the Goods.

13. Property and risk

13.1 You shall bear all risks of loss or damage to Goods until delivery and insure accordingly.

13.2 Without prejudice to our right of rejection, ownership of Goods shall pass to us if we make any advance payment (thereupon you must mark the Goods as our property) or otherwise on delivery of the Goods

14. Rejection

14.1 We have the right to reject a Supply in whole or in part, whether or not paid for, within a reasonable time if it is not completely in accordance with the Contract (even if the variation is only slight or minor). You will be allowed a short period to correct the Supply. (Alternatively we may agree a reasonable deduction from the Price.) This will be one month or such shorter period as we may reasonably determine given the nature of the Supply. After this we shall be entitled to reject the Supply. In the case of late Works or Services, we may have them performed by alternative means and charge you any additional cost. You must collect all rejected goods within a reasonable time of rejection or we shall return them to you at your risk and expense.

15. Payment

15.1 Unless stated otherwise in the Contract

- (a) an invoice may not be submitted until we have notified you of acceptance and
 - (b) we shall pay you by 30th of the month following that in which a correctly rendered invoice is received;
- 15.2 Your invoice must be sent to the specified department and must quote the full Contract reference number. We shall not be held responsible for delays in payment caused by your failure to supply accurate invoices or comply with our invoicing instructions.

16. Your warranty

16.1 Unless otherwise agreed

- (a) you will correct defects arising during the warranty period which shall be 12 months from first use or 18 months from acceptance, whichever period expires first; repairs or replacements will subject to a warranty period of 12 months; and
- (b) spares will continue to be available for at least 10 years from delivery of Goods.

17. Liability and insurance

17.1 Subject to Condition 17.2

- (a) Neither party shall be liable for any Loss of an indirect or consequential nature including without limitation any loss of profit, revenue or anticipated savings.

(b) In respect of all other Losses each party's liability shall be limited as follows:

Loss of a type	Limit
covered by your insurance required under the Contract	the insurance level required by the Contract
not covered by your insurance	125% of the Price

17.2 Nothing in the Contract shall exclude or limit liability for any statutory breaches or regulatory fines caused by breach of contract, death or personal injury caused by negligence, bribery, fraud or fraudulent misrepresentation, third party claims or Intellectual Property Rights infringement.

17.3 You shall maintain satisfactory insurance to cover the risks contemplated by the Contract. Unless we require higher levels: public liability insurance of at least £1 million (£5 million for catering contracts) shall be obtained; and where the Supply includes a supply of professional or intellectually based services you shall maintain professional indemnity insurance during the Contract period and for 6 years afterwards of at least £500,000. Satisfactory evidence of such insurance and payment of current premiums shall be shown to us upon request. All policies shall contain an indemnity to principals clause.

18. Recovery of sums due

18.1 Whenever under the Contract any sums of money shall be recoverable from or payable by you, they may be deducted from any sums then due, or which at any later time may become due to you under the Contract or under any other contract you may have with us.

19. Matters beyond control

19.1 Neither of us shall be liable for any delay or failure to perform if this is caused by circumstances which were not reasonably foreseeable at the date of the Contract and are beyond the reasonable control of the defaulting party. If the Supply cannot be completed within a reasonable time after the date as specified in the Contract, then the innocent party may cancel the Contract. We shall pay to you such sum as we determine is fair and reasonable in respect of work performed by you under the Contract and value we receive prior to cancellation.

20. Articles on loan, use of information and name, and data protection

20.1 All Intellectual Property Rights in anything we make available to you or which you obtain from us in connection with the Contract shall remain vested solely in us, shall be kept confidential and surrendered to us upon demand in good and serviceable condition (fair wear and tear allowed) and shall be used solely for the purpose of completing the Contract. All such items shall be at your risk and insured by you. You agree that no copy will be made or item removed from our premises without the consent in writing of the Authorised Officer.

20.2 You shall not use the name, any adaptation of the name, any logo, trademark or other device of the "University of Cambridge" (including without limitation in any advertising, promotional or sales materials) without prior written consent obtained from us in each case.

20.3 You shall maintain procedures to ensure security of data accessed in performing the Supply. You shall process such data only as instructed. You shall observe the General Data Protection Regulation 2016/679 ("GDPR") clauses, as set out at <https://www.procurement.admin.cam.ac.uk/supplier-portal/terms-and-conditions>, which will form part of the Contract if you store or process personal data (all as defined in the GDPR) for the University.

21. Ownership of Intellectual Property

21.1 Where the Authorised Officer has so required prior to the date of the Contract, you hereby assign to us all existing and future Intellectual Property Rights in any Services. In this event you shall be entitled, subject to Condition 31, to use any generic knowledge, skills and expertise which may have general applications for other clients.

21.2 Where you retain the Intellectual Property Rights, you hereby grant us an irrevocable, non-exclusive, royalty-free licence to use all aspects of the Supply for all purposes.

22. Infringement

22.1 Except to the extent that infringement arises from our design or instructions or from our data or information, you warrant that the Supply will not infringe the Intellectual Property Rights of any third party.

23. Termination

23.1 A party shall be entitled at any time to terminate the Contract forthwith by giving notice in writing to the other if any of the following apply:

- (a) The other party has been in material default or breach of any one or more of its obligations under the Contract and has not within 21 days notice of such default or breach rectified such default or breach to the innocent party's reasonable satisfaction.
- (b) The other party has been served with a notice pursuant to Condition 23.1(a) on no less than three previous occasions.
- (c) The other party ceases to carry on business, is unable to pay its debts when they fall due, is declared bankrupt, or an order is made or a resolution passed for its winding up or for the appointment of an

administrator, receiver, liquidator or manager.

Termination shall not affect the accrued rights of either party. Conditions 17, 20, 21, 31 and 32 shall survive termination or expiry of the Contract.

24. Purchase outside the contract

24.1 We shall have the right to employ a person other than you to make supplies of the type contemplated by the Contract if we shall in our absolute discretion think fit to do so.

25. Assignment and sub-contracting

25.1 The Contract shall not be assigned by you nor sub-contracted as a whole. You shall not sub-contract any part of the Contract without our written consent, but we shall not refuse such consent unreasonably. The restriction contained in this condition shall not apply to sub-contracts for materials for minor details or for any aspect where the sub-contractor is named in the Contract. You shall be responsible for all work done and goods supplied by all sub-contractors.

26. Bribery, Fraud and Modern Slavery

26.1 We may give you written notice to terminate the Contract forthwith (or on the date specified in the notice) if any person associated with You offers, promises or gives a financial or other advantage to bring about improper performance in relation to the award or execution of the Agreement ("bribery") or attempts to defraud or succeeds in defrauding the University in any other way. You shall ensure that all transactions done in contemplation or performance of the Contract are fully and promptly recorded.

26.2 You acknowledge that as an organisation carrying out business in England you must comply with the Modern Slavery Act 2015 and undertake to do so. You will take steps to ensure your operations and supply chains are trafficking and slavery free, including without limitation imposing these obligations when purchasing or sub-contracting so that multi-level supply chains are addressed; failure will constitute a material remediable breach of contract. Conviction of any offence involving slavery and human trafficking by you, your employees or sub-contractors will constitute an irremediable breach of contract.

27. Waiver

27.1 A failure at any time to enforce any provision of the Contract shall in no way affect the right at a later date to require complete performance of the Contract, nor shall the waiver of the breach of any provision be taken or held to be a waiver of any subsequent breach of the provision or be a waiver of the provision itself.

28. Notice

28.1 Notices shall be deemed served on delivery, within 5 working days of first class posting in the UK (working days if posted outside the UK) or upon confirmed successful fax transmission before 5pm on a working day. Notices to us must be served on our Authorised Officer.

29. Amendment and third parties

29.1 Variations to these Conditions shall be binding only if in writing and signed by our Authorised Officer. It is not intended that any third party should have the right to enforce any term of the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

30. Discrimination & Real Living Wage

30.1 You shall not unlawfully discriminate (directly or indirectly) within the meaning and scope of any law, enactment, order or regulation relating to discrimination in the provision of services to the public or in employment (whether in race, gender, religion, disability, sexual orientation, age or otherwise) or any statutory modification or re-enactment thereof. You shall to the extent relevant to delivery of the Supply comply with our equal opportunities policies, which may be consulted on our website. You shall take all necessary steps to secure the observance of these provisions by all your servants, employees or agents and all sub-contractors employed in the execution of the Contract and promptly provide such information as we may reasonably require. You shall notify us immediately in writing as soon as you become aware of any investigation or proceedings brought against you under the relevant legislation. You shall co-operate with any investigation by us or a body empowered to carry out such investigations in relation to alleged or suspected discrimination.

30.2 The Contractor shall ensure that staff who provide the Services, whether its own employees or workers or those of any contractor engaged to provide the Services, are paid the 'Outside London Voluntary Living Wage' as published by the Living Wage Foundation <https://www.livingwage.org.uk/> during the Contract Period

31. Confidentiality

31. We each undertake to the other to keep all Confidential Information confidential, except if consent has been given or to the extent that:

- (a) disclosure or use is necessary by the relevant party for the proper and effective performance of its obligations under the Contract (including disclosure by either party to its insurers and professional advisers); or
- (b) disclosure is required by law to any government, governmental department, agency, regulatory or fiscal body or authority.

You shall use all reasonable endeavours to ensure that your employees, agents and sub-consultants comply with this Condition as if parties to the Contract.

32. Law

32.1 The Contract shall be subject to and construed in accordance with English Law. You hereby irrevocably submit to the exclusive jurisdiction of the English cour

