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	Group Procurement Policy & Procedures	Contact: groupprocurement@gus.global

GUSH Group Procurement Policy & Procedures

This policy covers more than one jurisdiction and may be subject to variation on a case-by-case basis in order to comply with local laws and requirements or to follow legal advice. The Company reserves the right to adopt supplemental guidance to be read alongside this policy. This policy should be interpreted in a way that is consistent with local law and, to the extent that it may be inconsistent, local law shall prevail.

This policy should be reviewed at least annually, and earlier where there are material changes to applicable law, regulation, Group structure, risk appetite, systems, delegation of authority, supplier risk profile or the procurement operating model.

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Definitions

Term	Abbreviation	Context/definition
Business Continuity Risk Supplier		Examples (not an exhaustive list) of business continuity risk suppliers are those: - have direct access to IT infrastructure or systems. - have previously experienced or are experiencing cybersecurity incidents. - have access to sensitive data. - deliver outsourced services. - financial service providers.
Emergency purchase		Procurement transactions necessitated by unexpected events or situations that pose an immediate risk to the organization's operations, safety, or financial viability. This should typically be low value, refer to section 4 of this document for more information.
High Risk Supplier		Examples (not an exhaustive list) of high-risk suppliers are those: - Suffering from financial instability. - have access to sensitive data. - have a history of regulatory compliance issues. - have previously experienced or are experiencing cybersecurity incidents. - have the ability to inflict reputational damage
Inflationary or other stressed market conditions		Supply Chain Disruptions: Global shortages of materials, energy supplies, workforce, and transport have impacted supply chains. Geopolitical Events: Ongoing conflicts (such as Russia's invasion of Ukraine) can disrupt trade and supply routes, affecting prices. Energy Costs: Higher energy bills directly impact services and indirectly contribute to inflationary pressures on pay and third-party goods and services. Commodity Price Spikes: Commodity prices can surge due to shifts in demand patterns, affecting various sectors.
Make vs Buy		Is a strategic decision process to decide whether goods or services should be produced internally (Make) or procured externally from a third party Supplier (Buy).
Preferred Supplier		A Preferred Supplier is a supplier which has been approved by the Procurement team. They can be tactical or strategic in relationship. Preferred suppliers will be contracted, typically on the Group's terms and conditions and may be under a framework agreement, with Service Levels and KPIs in place.
Preferred Supplier List	PSL	A list of suppliers approved by the Procurement team for the business to be able to use. The list is designed to enable businesses to quickly source and procure goods or services from pre-qualified and approved suppliers at competitive prices, with minimal effort and concern.
Preferred Supplier Programme	PSP	A supplier programme for partners and key strategic suppliers. It is set up to maximise the working relationships to leverage Group wide requirements, in turn driving innovation, cost

		savings, efficiencies and have a more effective supply chain. Suppliers and the Group work together to develop and expand opportunities.
Procurement Lifecycle		The end-to-end of the Procurement team's engagement and responsibilities.
Request for Proposal	RFP	A Request for Proposal is used to obtain comprehensive responses from multiple vendors, including details on the goods/services, project steps, deliverables, methods of delivery, pricing, implementation plans etc. Vendors are competing on the best overall value of the goods or services required. An RFP should be used when the business knows what it wants to achieve.
Request for Quotation	RFQ	A Request for Quote is used to obtain detailed quotes for the same goods or services from multiple vendors. Vendors are typically competing on price and time to deliver/complete. An RFQ should be used when the business knows what it wants to purchase.
Responsible Accountable Consulted Informed	RACI	Responsible: the person(s) who will carry out the work to complete the task Accountable: the person who is ultimately answerable for the task being completed correctly Consulted: the person(s), often subject matter experts, who are asked for their opinions on the task and their opinions are then considered before completing the task. Informed: the person(s) who is/are kept up to date on progress, this is often one-way communication.
Sole / Single Source		Refers to a situation where only one supplier is capable or invited to provide the required goods or services, typically due to unique expertise, proprietary technology, or specific regulatory requirements.
Supplier Relationship Management	SRM	Supplier relationship management is important, it allows the Group to monitor supplier performance, it informs Procurement on the types of relationships that are needed with the supply chain and allows Procurement to monitor supplier performance against KPIs.
Supplier Segmentation		The segmentation of suppliers is used to classify suppliers in accordance with their importance to the business. The results of the segmentation inform how the supplier should be managed, the level of interaction with the supplier and the governance and compliance required for that supplier.
Total Contract Value	TCV	Total Contract Value includes all anticipated fees, costs and payments associated with a purchase. This encompasses the total worth over the committed term of the contract.

1 Introduction, Scope & Purpose

1.1 Introduction

Procurement is the sourcing and purchasing of goods and services that supports an organisation to operate in an effective, profitable, and ethical manner.

All procurement activity aims to achieve best value for the Group. Best value includes not only the initial purchase price, but the Total Contract Value (“TCV”), reliability of the goods and services, as well as the accuracy and reliability of their execution.

1.2 Scope

The Group Procurement function oversees the procurement activities of all the legal entities within the extended GUSH Group, including and not limited to:

- GAHL Services
- GLS Global Services
- The University of Law
- Arden University
- GUS Global Services
- University Canada West
- University of Niagara Falls Canada
- R3
- University of Applied Sciences Europe
- BSBI
- London College of Contemporary Arts
- UK Colleges Division
- London School of Business and Finance
- FutureLearn
- GUS America

1.3 Purpose

The purpose of this policy is to set out the general operating principles covering the activities and objectives of procurement within the Group. The document explains the principles under which procurement throughout the Group should be undertaken and proactively managed, such that the stakeholders’ required goods and services are efficiently and effectively sourced at the lowest sustainable 'total' cost whilst delivering best value for money.

It is designed to ensure that our procurement processes:

- Are **compliant** with the legal and regulatory requirements.
- Are **cost effective and proportionate** to the value and strategic importance of the goods and services being procured.
- **Help manage risks** around our supplier relationships.
- **Secure value for money** in supply relationships.
- **Meet the Group’s high standards of economic, social, ethical, and environmental practices.**

Compliance with this policy is mandatory for all procurements across the Group, irrespective of value. Any deviation from this must be approved by the Head of Group Procurement and a member of the relevant Executive Team member for the entity/affiliate.

The Procurement team is available to give guidance and support in relation to the implementation of this policy.

2 The Procurement Team at the GUSH Group

2.1 Purpose

The Group Procurement team aims to operate best practice methods whilst overseeing the steps of the procurement lifecycle, leveraging Group-wide spend and ensuring collaboration across our Group. It supports compliance with legislation principles, reflecting best value and sustainability through the supply chain, determining the most effective route to market, jointly supporting the institutions' management, and promoting procurement excellence. It covers core activities such as market analysis, sourcing, negotiation, contracting and supplier relationship management. It covers the full procurement cycle from identifying requirements/needs through to the end of a services contract or end of the useful life of an asset.

The team has representatives at Group level, within Country and within certain institutions. Whilst this policy covers all of the GUSH Group, it is the responsibility of the requestor to make sure they have contacted their representative and follow local procurement policies (see Section 4 of this document).

2.2 Activities

To support the delivery of this policy and in addition to routine input into procurement activity, the Procurement team will:

- Work with its wider network within the Group to utilise collaborative procurement arrangements and will include collaborative arrangements within its contracts wherever possible, to benefit the Group but also the Institutions.
- Work with the business to identify and carry out critical “make vs buy” decisions.
- Work with key stakeholders from the identified need through to the end of services or useful life of an asset.
- Maintain a central supplier list to be leveraged across the Group through established standardised procurement processes and guidelines to ensure consistency and efficiency across procurement activity.
- Work collaboratively with suppliers through Supplier Relationship Management wherever possible to create relationships which make it easier for stakeholder requirements to be met and to further encourage suppliers to improve their products, pricing, and service level delivery for the Group's benefit.

Regardless of who undertakes procurement activity, the methods used to procure goods and services must not infringe upon the applicable and relevant laws at the time, and must conform to all applicable ethical, social, and environmental standards within the relevant country.

3 The First Principles

3.1 Identifying a Business Lead

The Sponsor (usually a Department Head or member of the Executive team) will identify a Business Lead to lead the project/activity.

Every high value (over £/\$/€ 100k according to the local currency) procurement activity must have a Sponsor (i.e. the accountable stakeholder holding the budget) **and a Business Lead** (these may be the same person) – this does not negate the need for the Business Lead to obtain relevant sign-off for projects/contracts which are lower in monetary value.

3.2 Role of the Business Lead

The Business Lead is the person responsible for the success of the procurement and compliance with this policy. Members of the Procurement team should not be a Business Lead unless exceptional circumstances exist.

3.2.1 The Business Lead's responsibilities

The Business Lead will be responsible for:

- Defining the project goals, objectives, and timelines;
- Developing project plans, including budgets and resource allocation;
- Communicating project status and issues to stakeholders outside of the project team;
- Ensuring compliance with project requirements;
- Identifying and managing project risks and issues;
- Being compliant with procurement policy, process, and procedures;
- Engaging Procurement (according to Section 4.2) on key projects and activities.

3.2.2 Initial planning

The Business Lead should:

- Identify the business objective of the procurement activity and consider if this is 'needed;' Produce a detailed description of the business requirements and reasons why they are required (or specification) – this should be made available to Procurement where relevant (see section 4);
- Plan the sourcing strategy, taking time to understand whether a current preferred supplier or service provider is already providing the services to the Group, whether at Group, Country, or Institutional level.

3.2.3 Business Objective

The business objective and detailed requirements should be defined up front, before engaging with suppliers. It is important that this objective is not led by the suppliers.

A business requirement is a business need, efficiency-driver, enhancement, or consolidation of what currently exists. Simply replacing a system or process is not a business requirement without first having considered the purpose of the system or process and evaluating whether it is still required. If it is still required, the business lead should

consider if the current offering is still relevant or whether it should be adapted to better meet current/future needs.

The Business Lead must take time to prepare this documentation in consultation with key stakeholders, which may include specialist functional support (e.g. IT, HR) and should include their Procurement representative where relevant (see section 4), before commencing a procurement process.

Where there are preferred suppliers in place, but no contract or rate cards, the Business Lead must involve Procurement according to Section 4.

3.3 Non-disclosure agreement

If commercially sensitive or confidential information is being provided about any entity within the Group to existing or prospective suppliers, either verbally or in writing (e.g. within the tender documents), ***you must ensure each prospective supplier signs a non-disclosure agreement*** ('NDA', also referred to as a confidentiality agreement) before supplying any information.

The Group NDA template (available from Legal) should be used where possible. Where a supplier is insisting that theirs is used, this must be sent to the Legal team for review according to localised Legal processes.

4 Procurement involvement and threshold Total Contract Values

Whilst a Delegation of Authority stipulates the spend approval channels and delegation limits, the matrix below specifies the applicable procurement methods to be used. Procurement may deviate from the matrix depending on the complexity of scope, level of risk, project timeline and overall business needs. However, the business is required to follow this unless advised by Procurement otherwise.

The TCV (exclusive of VAT) of the proposed project/contract determines which procurement process should be used. The TCV is the total amount expected to be spent on the goods or services over the term of the contract, including set up costs. The table outlines the responsibilities by procurement activity according to the TCV. The following definitions are to be used to ensure full understanding, when reviewing the matrix:

- **R = Responsible:** the person(s) who will carry out the task/supplier interaction i.e. run the project, run the tender, receive quotations, negotiate with the supplier through to execution.
- **A = Accountable:** the person who is ultimately answerable for the task being completed correctly and in accordance with the Group Procurement Policy.
- **C = Consulted:** the subject matter experts, who are asked for their opinions on the task and their opinions are then considered before completing the task.
- **I = Informed:** the person(s) who is/are kept up to date on progress, this is typically one-way communication.

Within the matrix where a R, A, C or I is highlighted by a blue box and a two-way arrow, this signifies where a change in RACI status could occur – any changes required will be confirmed by Procurement at point of being consulted. Such changes will be determined by the product or services being procured and the situation in which they are procured.

Notes: Currency Values are deemed equal. Legal are responsible for agreeing the contracts with all third parties

Spend TCV £/\$/€	R = Responsible A = Accountable C = Consulted I = Informed	Policy	Group Procurement	Country Procurement	Centre of Excellence (UK only*)	Business	Legal
250k+		Group and Country Procurement must be involved from the outset. A market review or tender must be undertaken and run by Procurement on behalf of the business; a cross functional/cross country evaluation team must be set up and be part of the tender/market review process. Where a market review is confirmed by Procurement as not possible or unlikely to deliver the required outcome, a competitive negotiation and review exercise must be led by Procurement.	R	C I		A	C
100k - 249k		Country Procurement must be involved from the outset. A market review or tender must be undertaken and run by Procurement on behalf of the business; a cross functional evaluation team must be set up and be part of the tender/market review process. Where a market review is confirmed by Procurement as not possible or unlikely to deliver the required outcome, a competitive negotiation and review exercise must be led by Procurement.	C I	R		A	C
50k-99k		Country Procurement involvement is required from the outset. Minimum of 3 quotes from qualified vendors where a framework preferred suppliers is not in place. Single source can be considered but justification is required. If a new vendor is required, they must be justified and qualified according to the Procurement Policy and a comparison made to the last price paid where relevant.		R		A	C
20k-49k		Country Procurement are available to be consulted and may choose to support depending on risk and impact on the organisation. More than one supplier quote from qualified suppliers (3 preferable) where a framework preferred supplier is not in place. Single source can be considered but justification is required. If a new vendor is required, they must be justified and qualified according to the Procurement Policy following 3 quotes and a comparison made to the last price paid where relevant.		C R	R*	A	C
<20k		Single supplier quote from an existing qualified supplier. If a new vendor is required, multiple quotes are preferred and a comparison made to the last price paid (where relevant). All new vendors must be justified and qualified according to the Procurement Policy. Procurement are available to be consulted.		C	C*	R A	C

4.1 Exceptions

In the vast majority of cases the schedule above must be followed. However, there are specific exceptions to this as follows:

- **Mandatory involvement**

Procurement must be notified of any procurement activity which is deemed to be High Risk ([see definitions table](#)) or affects Business Continuity (see definitions table) regardless of expected TCV. Business Continuity, regardless of expected TCV. Procurement may also want to see Executive Team sign-off for this purchase prior to engaging with suppliers.

- **Exemptions**

It is recognised that there are certain instances where the above table may not cover all scenarios and there is a need to have an exemption.

The following scenarios qualify as exemptions:

- **Emergency purchase:** The Business Lead should make sure they are aware of and comply with local/group financial policies and procedures.
- **Sole / Single Source:** This must be a decision which is signed off by Procurement, where this falls within the thresholds within the table above.
- **Inflationary or other stressed market conditions:** where this results in a tender being omitted, this must be a decision which is signed off by Procurement, in accordance with the table above.

In cases where an exemption is deemed applicable by the Business Lead, they are required to obtain the approval of management two levels above them (up to Executive level). Procurement will require to see this approval prior to granting the exemption. Please note Executive Team sign-off may be requested before engaging with suppliers where they are deemed High Risk or affect Business Continuity.

5 Evaluation and Selection of Suppliers

5.1 Supplier Qualification

Qualification of suppliers is critical to ensuring matters such as health and safety compliance, minimising environmental impact, and the quality of goods and services. Supplier qualification involves obtaining sufficient evidence to ensure a supplier meets or exceeds the minimum standard to supply goods and services to the Group. A supplier's location, the industry they are in (and industry specific supplier risks), and their supply chain need to be assessed to establish the risk and what control measures can be implemented.

When qualifying suppliers, the risk they pose to the Group, its employees and its customers should be assessed. This should include, but is not limited to the assessment of the following areas:

- Data protection laws (such as General Data Protection Regulation ("GDPR"), UK GDPR, etc) or other privacy risks
- Health, Safety, Security & Environmental risk
- Modern Slavery
- Sanction checks

- Embargoed suppliers
- Counterfeit, Fraudulent & Suspect Items risk
- Corporate Social Responsibility risk
- Anti-Bribery & Corruption risk
- Contractual Delivery risk
- Financial risk
- Intellectual Property Rights (IPR)
- Information Security
- Sub-contractor/Supply Chain risk (if tiered supply in place)

The local Procurement team will carry out supplier due diligence, ensure checks are completed and help manage risks within the supply chain.

The Group legal team or their in-country representatives must be consulted for all matters involving legal topics. Legal enquires may only be issued via the Legal Hub Portal (<https://legal.gus.global>).

The Group requires all its suppliers to operate ethically and mandates that they comply with the Modern Slavery Act 2015. All suppliers must maintain all required licences, registrations and legislative certifications applicable to their area of expertise, industry or sector.

All new suppliers will be required to sign the Group Supplier Code of Conduct before being approved on the system.

In addition, the Group requires its preferred suppliers to evidence (as a minimum) that they:

- Apply procedures to prevent money laundering, fraud, bribery, corruption, and conflicts of interest.
- Comply with all data protection legislation and applicable regulations, and all guidance and/or Codes of Practice published by the Information Commissioner's Office or regional equivalent.
- Prohibit slavery and the use of forced, bonded, or child labour across the supply chain.
- Undertake sufficient Information Security protocols for their business. It is preferential but not mandated, where relevant to use suppliers who are at least Cyber Essentials certified.
- Prohibit unlawful discrimination and harassment to provide a safe and inclusive work environment.
- Provide employees with a living wage, as a minimum. Note that some institutions within the Group require real living wages to be applied on their contracts. This should be discussed directly prior to letting contracts and involve the Procurement representative where applicable.

5.2 Selection of suppliers via tender

Group Procurement considers use of electronic tools and marketplaces to be integral to the way it interacts with suppliers. It seeks to actively use these tools in our daily business activities, including the tendering process.

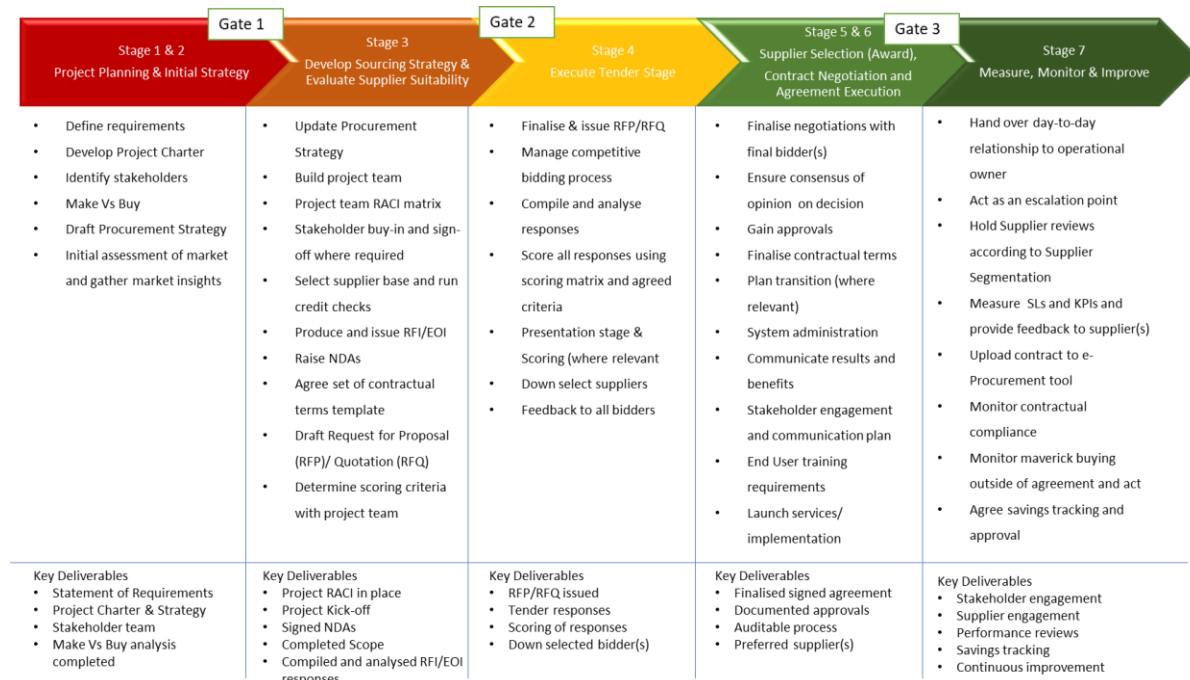
Procurement typically invites bids from prospective suppliers who are deemed by the Group to have the potential to meet the stipulated requirements within the award criteria and who are pre-qualified to the minimum standards to conduct business with the Group.

When prospective suppliers are invited to respond to a tender, they are required to adhere to all requirements of the tender process in order to submit a compliant tender.

Group Procurement will issue (unless otherwise stated) some or all the following information within a typical tender:

- Pre-tender documents such as a Request for Information (RFI), Pre-Qualification Questionnaire (PQQ) or an Expression of Interest (EOI).
- Non-Disclosure Agreement (NDA) to ensure that the Group and the bidder's information remains secure and protected.
- Form of Contract Terms necessary to contract the goods or services.
- The applicable scope, business requirements, specifications and standard for the relevant goods or services being procured.
- Tender evaluation criteria by which the bidders shall be assessed.

Group Procurement have implemented a seven-stage sourcing process (Procurement Lifecycle) which can be evidenced in the table below:



There are key decision gates which require approval within Procurement before the next stage can be commenced.

5.3 Purchase Orders

Goods and/or Services must only be supplied when a valid Purchase Order number has been issued to the supplier with the exception payment of tax and where there is an online booking tool which also provides spend approvals. The Group reserves the right to refuse payment to suppliers unless a valid and completed invoice is provided that includes the accurate reference of a valid Purchase Order and any other required information as stipulated under the terms of the applicable agreement.

5.4 Post Award

Group Procurement will continue to support the business beyond the placement of Purchase Orders or signature of the contract. For example, it will participate in contract 'kick-off' meetings, attend scheduled performance reviews (according to the Suppliers Segmentation Section 6.1) to ensure that both the supplier and the Group are performing in accordance with the agreed terms/specification; and identifying continuous improvement opportunities. Procurement should also be consulted on potential variations that have a commercial and contractual impact (see Threshold table in Section 4)

5.5 Contracting with Suppliers

Procurement will lead commercial contract negotiations with suppliers where Procurement is involved in the process to procure goods or services (in accordance with Section 4). Procurement will work with the Business Lead and Legal to make sure a suitable contract is in place between the Group and the supplier. Standard procurement contracts include contractual provisions on bribery and corruption, and modern slavery. If supplier contract terms are to be used, it is important to include these or similar contractual provisions if the value and the risk associated with goods and/or services is high. An unwillingness from a supplier to include such provisions should be discussed with Procurement.

5.6 Contract Signature

It is the responsibility of the Business Lead to engage and obtain the contract signature from an employee with the appropriate authority level.

5.7 Payment

Following satisfaction of contract delivery/purchase order and service expectation requirements, payment will be made no later than the next scheduled payment run following the invoice due date. If alternative payment terms have been agreed in the contract, the Group will adhere to these. The Group is committed to prompt payment.

5.8 Service Expectations

Suppliers are expected to ensure that goods and services are supplied in full and on time according to specification required. All material order lines are expected to be delivered and/or completed by the due date. Without limiting their contractual obligations, suppliers shall be required to advise the Group as soon as possible/practical if there will be any variance to committed delivery times, quantities, or locations. It is the responsibility of the business owner to make sure that goods/services are received as expected, in accordance with the PO and or contract and to contact the supplier if not. Procurement may act as an escalation point, if the business owner cannot resolve, but this will depend on where the supplier sits in the segmentation (Section 6.1).

6 Supplier Management & Expectations

6.1 Supplier Segmentation

The suppliers the Group works with and proposes to work with, are given a designated status by Procurement which allows Procurement to understand who key suppliers are.

Suppliers will be classified with the following status:

- **Strategic/Preferred:** Partners & collaborative suppliers who demonstrate strong and consistent performance.
- **Tactical:**
 - **Develop/Emerging:** Unique proposition which can be technical, cost or improvement/enabler opportunities. Could have the ability to become Strategic.
 - **Maintain:** Legacy suppliers, acceptable performance, provide what the business needs, no benefit in removing or developing.

- **Directed:** Customer mandated supplier or prescribed supplier by the business. Tend to be low value spend.
- **Transactional:** Numerous options, limited impact, low value, quick turnaround purchases.
- **Eliminate/Exit:** Suppliers which do not maintain an acceptable level of performance. Activity may have been identified to remove them from the business.

6.2 Supplier Relationship Management

Procurement is committed to fostering strong, collaborative relationships with suppliers to ensure the highest quality of goods and services. It aims to establish a Preferred Supplier Programme (PSP) and more general Supplier Relationship Management (SRM) programme to enable it to achieve this commitment.

6.2.1 PSP

The PSP recognises suppliers who consistently deliver exceptional value, quality, and service. Preferred suppliers will be selected based on robust performance criteria, strategic alignment as well as their ability to meet the standards required by the Group. Members of the PSP will benefit from streamlined processes and opportunities, longer term relationships across the Group and typically be managed by Group Procurement.

6.2.2 SRM

By managing supplier relationships proactively, Procurement aims to mitigate risks, enhance value, and achieve long-term strategic goals. SRM will be managed according to the segmentation process and will be managed both within Country and at Group level. It will allow Procurement to measure, monitor and maintain supplier performance against contractual service delivery.

6.3 Third Party Supply Chains

Suppliers working for the Group must uphold effective management of their own supply chain and associated risks. Everyone who interacts with the supplier has a responsibility to ensure this is understood. Procurement needs to be made aware of any known concerns regarding compliance as soon as practically possible.

Procurement will maintain third party risk registers, collaborating with Business Leads and its supply chain to identify and help mitigate risks.

All new suppliers must sign the Group Supplier Code of Conduct during the onboarding process, facilitated by Procurement and Finance. The code sets out mandatory standards for avoiding corruption, disclosing conflicts of interest, compliance with anti-competitive practices and implementing sustainable practices, and is also applicable with respect to their own supply chain.

Certain institutions within the Group mandate that its suppliers and their sub-contractors apply the Living Wage Foundation wage rate when performing work for that institution. The Group places high value on this to the extent possible in the jurisdictional context and as applicable to the institutions affected by it.

The Business Lead and Procurement (when involved) are responsible for the application of the Living Wage Foundation wage rate within supplier agreements, where applicable.

6.4 Hospitality and Gifts

Business Leads should ensure they are aware of [Anti-Corruption Policies](#) in place. The Group has a zero-tolerance approach to bribery and corruption.

During a procurement process the Business Lead, contract signatory and all individuals involved with the procurement process should not accept gifts or hospitality from any potential supplier or the existing supplier.

All staff involved in procurement must comply with the Gifts, Hospitality, Payments, and Benefits policies which set out guiding principles for employees and Board Members to follow to ensure that the Group meets its legal and regulatory requirements. This serves to protect the Group's integrity and avoid the potential for any perception that our procurement processes can be unduly influenced.

All staff have a duty to act with honesty and integrity and must never accept a gift, favourable treatment, or incentive in exchange for acting in a certain way.

6.5 Conflicts of Interest

All staff must report connections as outlined in the Conflict of Interests Policy to their direct Line Manager and register in accordance with their local policies and procedures.

For the avoidance of doubt this includes any situation where an employee, member of the Executive Team or Board Member, has directly or indirectly a financial, economic, or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure. Any Employee or Board Member directly or indirectly involved in a decision-making process in respect of any matter covered by this policy shall be required to ensure that, to the best of their knowledge, there has been no conflict of interest, and the decision-making process has been open and transparent.

Alternatively, they shall be required to declare a conflict of interest immediately upon becoming aware of such an interest and will be removed from the decision-making process.

6.6 Conflict Resolution

All contracts must include a section on conflict resolution. Any conflict with suppliers during the delivery of goods and/or services must be dealt with in accordance with the conflict resolution section of the supplier agreement and involve both Legal and Procurement representation.

Where conflict arises and there is no valid supplier contract, both Legal and Procurement should be made aware as soon as the conflict is known. Procurement and Legal representatives should be made aware of potential conflicts, where practically possible, prior to a conflict arising. Procurement will collaborate with the Business Lead to identify conflict mitigation strategies.

7 Environmental, Social and Governance

7.1 Business Ethics

All procurement will be conducted in a fair and equal way. The Group will be fair, honest, and transparent in all dealings with suppliers. Persons engaged in any aspect of procurement will not use their authority for personal gain.

To ensure transparency and fair treatment of all suppliers during the tendering process and in compliance with the formal procurement process, all communication with suppliers will be carried out in a consistent manner, ensuring that each supplier has visibility of all questions asked as well as answers provided.

Procurement will promote and actively encourage fair and open competition across a varied supply base (where possible). The Group is committed to sustainable procurement practices and recognises the socio-economic benefits that can be achieved through sourcing products and services locally.

7.2 Environment

The Group is committed to continuous improvement of its environmental performance, ensuring responsible waste management and disposal, and taking appropriate care towards the environment. The sustainability of a supplier's environmental and energy credentials must be considered.

Effective procurement will complement goals for maintaining awareness of sustainability issues amongst staff and customers. Procurement expects suppliers to meet our standards for sustainability as set out in our [Sustainability Statement](#).

7.3 Procurement process governance & compliance

Governance and compliance (refer to [GUS Compliance Statement](#)) are fundamental to an organisation's success, integrity, and sustainability. They mitigate risk, enhance operational effectiveness, improve organisational stability whilst ensuring legal and regulatory adherence.

It is the responsibility of the business to ensure they understand this policy but also to ensure they understand wider relevant functional policies which also need to be adhered to when undertaking an activity/project.

The following outlines how the Business, Procurement and Legal interact with the governance and compliance of this policy:

- Business Leads and Department Heads/Managers:
 - Responsible for approving procurement activities within their authority and ensuring adherence to this policy by their teams.
 - Ensure that they and their teams, understand what other functional policies and procedures need to be considered according to the activity to be undertaken e.g. IT policies, HR policies.
- Procurement Team:
 - Are responsible for implementing this policy, ensuring compliance, and providing advice and guidance to the business.
- Legal Department:
 - Contracts must go through the internal approval process prior to being submitted for signature via the legal team.
 - The legal team must review all contracts to identify potential legal risks and ensure that the terms and conditions comply with applicable laws and regulations.
 - Only individuals with designated signing authority shall sign contracts on behalf of the organisation in accordance with delegation of authority for contract signature.

7.4 Business Continuity and Disaster Recovery

Business continuity within the supply chain is key to ensuring the Group can continue to be successful in delivering its services to its customers.

Therefore, the Group requires suppliers to have their own effective business continuity arrangements in place to ensure they have considered incidents which could impact their service provision and have also put contingencies in place to mitigate any potential disruption.

Suppliers should also confirm that they have adequate business continuity and disaster recovery plans in place, and that these have been tested and that the test results show these will work if required to be put into practice.

8 Other contractual matters

8.1 Renewals/ Extensions

It is imperative that any renewal or extension has the same rigor and attention applied as the initial procurement. Should the TCV warrant it (as detailed in Section 4), the Procurement team must be made aware of any renewals and extensions, regardless of whether Procurement was involved in the initial procurement process. This ensures that the Group continues to obtain best value, and the risks associated with the initial procurement are re-assessed.

A right to renew or extend included in the original contract may be exercised without a procurement process where the value allows for it (see Section 4). The Business Lead is strongly advised to conduct an “in-contract” negotiation and benchmark exercise to secure better value before exercising a contractual right to renew or extend where the value falls outside of Procurement being mandated.

8.2 Variations/ Amendments

In accordance with Section 4.2, Procurement should be consulted where there is a proposed contract variation or amendment and it has an impact on the contract price, risk or adds goods or services to an existing contract.

8.3 Letters of Intent

It is not recommended to issue a Letter of Intent or other instruction to proceed (verbal, email or otherwise) to a supplier to enable work to commence before a contract is signed. Even a “non-binding” Letter of Intent or instruction may expose the Group to unnecessary risk.

Furthermore, issuing a Letter of Intent will often reduce the urgency and focus of a supplier, and can diminish the Group’s negotiating position.