

SHORT FORM CONTRACT FOR THE SUPPLY OF GOODS AND/OR SERVICES

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II. Cover Letter



American Express Global Business Travel
5 Churchill Place
Canary Wharf
London
E14 5HU

[Redacted]

[Redacted]

Date: 16 December 2024

Your ref: **GAMRIF Event 2025**

[Redacted]

[Redacted],

Following your proposal for the supply of venue booking and support services for the GAMRIF summit to Secretary of State for Social Care whose registered office is at Department of Health and Social Care with offices at 39 Victoria Street, London, SW10 0EU, we are pleased confirm our intention to award this Contract to you.

The attached Order Form, contract Conditions, and the annexes set out the terms of the Contract between Secretary of State for Social Care whose registered office is at Department of Health and Social Care with offices at 39 Victoria Street, London, SW10 0EU and American Express Global Business Travel

for the provision of the Deliverables set out in the Order Form.


We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful Delivery of the Deliverables. Please confirm your acceptance of this Contract by signing and returning the Order Form to Jackie at the following email address: [REDACTED] within 7 days from the date of the Order Form. No other form of acknowledgement will be accepted. Please remember to include the reference number(s) above in any future communications relating to this Contract.

We will then arrange for the Order Form to be countersigned which will create a binding contract between us.

Yours faithfully,

[REDACTED]

III. Order Form

1. Contract Reference		
2. "Buyer" or "Client"	The Secretary of State for Health and Social Care whose registered office is at Department of Health and Social Care with offices at 39 Victoria Street, Westminster, London, SW1H 0EU. In entering into this Contract, the Buyer is acting as part of the Crown and the Supplier shall be treated as contracting with the Crown as a whole.	
3. "Supplier", "AMEX GBT" or "GBT"	GBT travel Services UK Limited, d/b/a American Express Global Business Travel 5 Churchill Place, Canary Wharf, London E14 5HU and registration number 08774160	
4. The Contract	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables.</p> <p>The Supplier shall supply the Deliverables described below on the terms set out in (i) this Order Form, the attached contract conditions ("Conditions") and the applicable annexes (all three set of documents together, the "Short Form Agreement").</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in the Conditions.</p>	
5. Deliverables	Goods	Not applicable
	Services	<ul style="list-style-type: none"> in Annex 2 – Specification <p>The Services are:</p> <ul style="list-style-type: none"> To be performed remotely and at the chosen venue to be confirmed Date(s) of Delivery: 16th December2024 to 30 April 2025
6. Specification	<p>The specification of the Deliverables is as set out</p> <ul style="list-style-type: none"> in Annex 2 – Specification 	
7. Start Date	As per signature date of this agreement	
8. Expiry Date	30 ^h April 2025	
9. Extension Period	Not applicable	

10. Buyer Cause	Any Material Breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier.
11. Property Rights (“IPR”) Clauses	Proprietary Rights. Given that GBT’s primary obligation is providing meetings & events services on Client’s behalf, the Parties acknowledge and agree that there is no intention for GBT or anyone acting on behalf of GBT to create or prepare any intellectual property or other proprietary rights for the Client, nor to confer any intellectual property or other proprietary rights to the Client. Accordingly, GBT shall be entitled to all intellectual property and other proprietary rights created by GBT in connection with providing Services under this Agreement. Except as otherwise provided in this Agreement, GBT hereby grants to Client a limited, non-exclusive, royalty-free, non-transferable license for the Term to use intellectual property that GBT provides to Client for the purpose of using the Services. Neither Party shall use the trademarks, trade names, service marks, logos or intellectual property of the other Party without the prior written consent of such other Party. Notwithstanding the foregoing, Client’s agree (a) that GBT is authorized to use Client’s name in a general public announcement of the business relationship, including at industry events, and (b) to serve as a reference for GBT. Certain Services allow access to and use of software and information that is protected by patent, copyright, trade secret or other intellectual property rights. The Client agrees not to reproduce, retransmit, disseminate, sell, assign, rent, sublicense, distribute, publish, broadcast, circulate, demonstrate for commercial purposes, reverse engineer, disassemble, decompile, modify or commercially exploit all or any portion of the Services (or any intellectual property imbedded therein) in any manner without GBT’s express prior written consent, nor to use the Services for any unlawful purpose or for any purpose contrary to the terms of this Agreement. In the event of any unauthorized use or misuse of the Services by Attendees, GBT may immediately suspend access to the Services for such relevant Attendees. Upon termination of this Agreement for any reason, Client shall promptly cease all use of all of software and related documentation (“Materials”) provided as part of the Services, and (1) return all such Materials to GBT, or (2) destroy all such Materials and certify such destruction to GBT in writing.
12. Charges	The Charges for the Deliverables shall be as set out in Annex 3 – Charges
13. Payment	<p>Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier.</p> <p>All invoices must be sent, quoting a valid Purchase Order Number (PO Number) and any other relevant details, to: MB-PaymentQueries@dhsc.gov.uk.</p>

Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name, email, and telephone number) of your Buyer contact (i.e. Buyer Authorised Representative). Non-compliant invoices may be sent back to you, which may lead to a delay in payment.

Payments will be made to Amex GBT as per invoice details provided on each invoice

If you have a query regarding an outstanding payment please contact our Accounts Payable team by email to: MB-PaymentQueries@dhsc.gov.uk.

13.1 Fees will be paid in accordance with the terms set forth in this Short Form Agreement. Client must pay all amounts in a timely manner, including any amounts due to Travel supplier(s) and/or vendor(s). GBT will not provide payments to any supplier(s) or vendor(s) unless GBT has received such payments, in their entirety, in advance from Client. Client shall hold GBT harmless and GBT shall not be liable for any claims, including late payment fees, that may result from Client's failure to provide sufficient payment in advance of the due date as indicated by any Supplier(s) or Vendor(s). In addition, if the Client does not pay any amount due on time, GBT may cancel the Event or affected Services and retain any amounts paid to GBT as damages.

13.2 The Client agrees to pay GBT: (a) the price for each ticket or reservation charged; (b) GBT fees for GBT Services ("GBT's Fees"); and (c) the fee(s) imposed on GBT by a supplier and all other underlying costs of each ticket issued by GBT or reservation made by GBT for any attendees and/or any other travel-related or meeting-related services procured by us for any attendee from suppliers (collectively, the "**Fees**"). Payment of all amounts due shall be made in accordance with the terms below, unless we state otherwise in writing. Client must pay all amounts in a timely manner, including any amounts due to supplier(s). GBT will not provide payments to any supplier(s) unless GBT has received such payments, in their entirety, in advance from Client. Client shall hold GBT harmless and GBT shall not be liable for any claims, including late payment fees, that may result from Client's failure to provide sufficient payment in advance of the due date as indicated by any supplier(s). In addition, if Client does not pay any amount due on time, GBT may cancel the Event. All invoiced amounts for GBT's Fees are due within thirty (30) calendar days after the date of the applicable invoice. The Client has the right, in good faith, to dispute all or a portion of an invoice for GBT's Fees prior to its due date, provided Client pays all undisputed portions by such due date.

13.3 For purposes of this Agreement, "**Travel supplier**" shall mean suppliers of travel, meetings and other related services and all affiliated entities, agents, employees and subcontractors of such suppliers, including air, ground or water transport, lodging, meals, tours, fulfilment, destination management companies and other meetings and events service providers, billing, payment (including credit card processors), settlement, distribution or technology services. For the avoidance of doubt, (i) the term Travel supplier shall include Global Distribution Systems ("**GDSs**"), online booking tools ("**OBTs**") and other third-party travel content aggregators; (ii) where supplier means a hotel property, it also includes all other hotel properties under the same or any affiliated brand or chain of such property; and (iii) where supplier means an airline, it also includes all alliance partners of such airline. To the extent required, GBT shall contract with suppliers with Client's approval, provided GBT is not required to contract with any suppliers that refuse to agree to terms we reasonably require. To the extent

	<p>Client desires that GBT signs contracts on your behalf, the Parties shall enter into a limited power of attorney.</p> <p>13.4 Cancellations. For the purposes of this clause, a “Cancellation” occurs whenever (1) a meeting or event (an “Event”) is no longer going to take place at any time; (2) the date of the event is postponed; (3) the destination is changed, even partially or (4) the expected number of in-person participants materially changes. In case of any Cancellation, regardless of cause (including force majeure), GBT will have the right to be reimbursed by Client for all expenses incurred. In addition, and except as modified in writing, Client must pay GBT for the services provided by GBT for the management of the negotiations, the Cancellation, and all work related to the Event and the Cancellation, per the following terms, based on when GBT receives written notice of Cancellation from Client:</p> <ul style="list-style-type: none"> • more than 60 days before the start of the Event: 60% of GBT’s Fees for its Services; • 32-59 days before start of the Event: 80% of GBT’s Fees for its Services; • 0-31 days before start of the Event: 100% of GBT’s Fees for its Services. <p>In addition to these amounts due for Services, Client shall also be responsible for any and all additional amounts due to Supplier(s). <u>Note:</u> If a Cancellation occurs without written notice from the Client, it shall be deemed that Client provided Cancellation notice on the date scheduled for the start of the Event.</p> <p>13.5 GBT’s sole obligation upon Cancellation of an event or failure of a supplier to fully and/or timely perform its services is to take commercially reasonable steps to secure a refund of payments of Client’s funds paid to a Supplier. GBT will refund amounts paid by a Client for a cancelled event or arising from a supplier’s failure to fully and/or timely perform only upon receipt of those amounts from the relevant Supplier, less the costs to secure any such refund. Client waives all rights to seek a refund from GBT for amounts paid to a supplier except where GBT successfully secures a refund of payments made to a Supplier and fails to refund such amounts to Client.</p> <p>13.6 General. All Fees quoted are exclusive of VAT and any other applicable taxes. Any card merchant fees incurred by GBT in providing the Services will be charged back to the Client. Fees are non-refundable unless otherwise provided in this Agreement.</p>
<p>14. Data Protection And Liability Caps</p>	<p>14.1 Data Protection. With respect to the collection, use, storage and confidentiality of Personal Information, the Parties agree to exclude such data from Confidential Information and to comply with the terms of Annex 1 A (Privacy and Data Security Appendix) attached hereto. The Client shall be responsible for collecting all relevant consents from its Attendees for their data to be provided to GBT. GBT shall act as Data Controller at all times in accordance with its privacy statement https://privacy.amexgbt.com/statement.</p> <p>14.2 INDEMNITIES AND LIMITATION OF LIABILITY:</p> <p>14.2.1 Each Party (each, an “Indemnifying Party”) agrees to indemnify and hold harmless the other Party (each, an “Indemnified Party”) from all claims, liabilities, losses, damages and expenses incurred by the Indemnified Party as a result of a third-party claim due to Indemnifying Party’s material breach of any of its obligations or duties under this agreement.</p> <p>14.2.2 NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL GBT’S AGGREGATE LIABILITY FOR ALL CLAIMS, DAMAGES, LAWSUITS, LOSSES AND CAUSES OF ACTION ARISING UNDER OR RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID AND/OR PAYABLE FOR GBT SERVICES (EXCLUSIVE OF ANY FEES PAID AND/OR PAYABLE FOR SUPPLIER’S SERVICES, RESERVATIONS AND SERVICES) DURING THE TWELVE (12) MONTHS PRECEDING THE DATE THAT THE MOST RECENT CLAIM, DAMAGE, LAWSUIT, LOSS OR CAUSE OF ACTION AROSE.</p>

	<p>14.2.3 NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY AND EXCEPT AS OTHERWISE EXPRESSLY PROHIBITED BY APPLICABLE LAW, NEITHER PARTY NOR ITS DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, REPRESENTATIVES, SUBCONTRACTORS OR PROVIDERS SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, LOST SAVINGS, LOST PROFITS, OR LOST BUSINESS) ARISING FROM OR RELATING TO THIS AGREEMENT OR ARISING FROM OR RELATING TO THEIR RESPECTIVE OBLIGATIONS HEREUNDER, EVEN IF ADVISED OF SUCH POTENTIAL DAMAGES.</p> <p>14.2.4 The Client expressly agrees that (a) GBT will not be liable for any failure by the Client or Client's attendees to secure air, car, rental or other insurance in connection with any meetings, events and/or travel booked hereunder, and (b) it is Client's and Client's attendees' sole responsibility to ensure Client and Client's attendees are covered by any such insurance. The Client is fully responsible for all attendees at an event and the Client shall hold GBT harmless in case of any claims, liabilities, losses, damages and/or expenses arising from or related to their actions or inactions.</p> <p>As an exception of the limitation of liability for direct damages above, the Supplier's total aggregate liability for data privacy related claims under clause 14.7.5 of the Conditions is no more than the Data Protection Liability Cap, being £1 million.</p>								
15. Progress Meetings and Progress Reports	<ul style="list-style-type: none"> To be confirmed by GAMRIF Team upon contract award 								
16. Buyer Authorised Representative(s)	<p>For general liaison your contact will continue to be Grace Melvin –</p> <p>[REDACTED]</p> <p>and</p> <p>[REDACTED]</p>								
17. Supplier Authorised Representative(s)	<p>For general liaison your contact will continue to be advised to the GAMRIF Team on contract award</p> <p>or, in their absence,</p> <p>[REDACTED]</p>								
18. Address for notices	<table> <tr> <td>The Secretary of State for Health</td> <td>5 Churchill Place</td> </tr> <tr> <td>and Social Care</td> <td>Canary Wharf</td> </tr> <tr> <td>39 Victoria Street, London,</td> <td>London</td> </tr> <tr> <td>SW1H 0EU</td> <td>E14 5HU</td> </tr> </table>	The Secretary of State for Health	5 Churchill Place	and Social Care	Canary Wharf	39 Victoria Street, London,	London	SW1H 0EU	E14 5HU
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and Social Care	Canary Wharf								
39 Victoria Street, London,	London								
SW1H 0EU	E14 5HU								

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19. Key Staff	<p>Key Staff Role: Key Staff Name Contact Details:</p> <p>To be advised to GAMRIF Team upon contract award.</p> <p>GAMRIF: <div></div></p>
20. Procedures and Policies	<p>For the purposes of the Contract the:</p> <p>DHSC supplier code of conduct - GOV.UK (www.gov.uk)</p>
21. Special Terms	<p>N/A</p>
22. Incorporated Terms	<p>The following documents are incorporated into this Short Form Agreement. If there is any conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> (a) The cover letter from the Buyer to the Supplier dated 16th December 2024 (b) This Order Form (c) Any Special Terms (see row 21 (Special Terms) in this Order Form) (d) The following Annexes: <ul style="list-style-type: none"> i. Annex 1 A – Privacy and Security Appendix ii. Annex 1 B - Processing Personal Data iii. Annex 2 – Specification iv. Annex 3 – Travel and Expenses Policy v. Annex 4 – Charges (e) Conditions
23. Additional Terms	<p>23.1 Disclaimer</p> <p>THE SERVICES ARE PROVIDED “AS IS” AND GBT DISCLAIMS ALL IMPLIED AND STATUTORY REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES, THE SERVICES’ QUALITY, RELIABILITY, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR FITNESS FOR A PARTICULAR PURPOSE. GBT’s provision of the Services is subject to the availability of the requested services and all applicable laws, rules, tariffs and conditions. The Services are provided in part based upon information provided by the Client, attendees, Travel suppliers, and other third parties (“Third-Party Information”). The pricing in the Proposal is based on the Third-Party Information and certain assumptions. GBT is not liable for any Third-Party Information, or for any action taken by the</p>

Client or Client's attendees in reliance thereon, or for any losses resulting from or arising out of Travel supplier's acts or omissions. GBT reserves the right to re-price Client's account if the Third-Party Information is or becomes materially incomplete or inaccurate or if those assumptions materially change including instances where the Client takes action to change Client's financial relationship with Supplier(s), and Client's action results in an increase in GBT costs or a reduction of GBT's revenue. By booking travel to or meetings at particular destinations, GBT does not represent or warrant that travel to such destinations is safe, advisable or without risk. GBT is not liable for damages that may result from travel to such destinations.

The Parties agree that this is a general agreement and is exempt from the provisions of Directive (EU) 2015/2302 of the European Parliament and of the Council of Package Travel and Linked Travel Arrangements and the UK's Package Travel and Linked Travel Arrangements Regulations 2018 (together, "PTD2"). The Client agrees and confirms that the Services purchased and provided under the agreement are for business purposes, not for leisure purposes.

23.2 Assignment and Subcontracting

GBT may subcontract some or all of the Services to third parties or delegate GBT duties hereunder, in GBT's discretion; provided, however, GBT shall remain fully responsible for the performance of all of GBT's obligations under this Agreement notwithstanding any such subcontracting. From time to time, destination management companies ("DMC") may be used to service Client's meetings and events. For the purposes of this Agreement, a DMC means a professional services company that coordinates meetings and events services with local knowledge and resources, and any other third parties utilized by the DMC in connection with the performance of its meetings and events services. DMCs, if applicable to Client's servicing, shall be deemed to be Suppliers. Except as otherwise specified herein, this Agreement binds, and inures to the benefit of, the Parties and their respective successors and permitted assigns.

23.3 Travel Agent

GBT shall provide Services to the Client as Client's agent and shall contract with Travel suppliers on Client's behalf and with Client's prior written approval. The parties shall enter into a limited power of attorney as set out below:

***LIMITED POWER OF ATTORNEY.** GBT provides the services to Client hereby makes, constitutes, and appoints GBT as its true and lawful limited attorney in its name, place, and stead to execute and make payments on Client's behalf in support of "third-party agreements ("Third-Party Agreement") thereto for the following: GAMRIF Summit 2025 ("Events") provided such Third-Party Agreement meet the requirements and the maximum commitment amounts ("GBT Maximum Commitments") set forth below. This power of attorney is of limited duration, is revocable by Client and, except as otherwise provided herein, may not be subdelegated by GBT.*

GBT may sign or make payments in support of Third-Party Agreements so long as:

	<p><i>The Third-Party Agreement is solely in support of the Meetings & Events Services provided by GBT in accordance with this Agreement or a Statement of Work.</i></p> <p><i>The GBT Maximum Commitment for Services pursuant to each applicable Third-Party Agreement may not exceed 14,000 Dollars (\$).</i></p> <p><i>This limited power of attorney granted to GBT expires on termination or expiry of this Agreement, unless earlier terminated by Client in writing for any reason.</i></p> <p><i>GBT shall notify Client if any Third-Party Agreement exceeds the GBT Maximum Commitment or if the Third-Party Agreement contains Services in addition to an Event so that Client may determine whether to grant GBT written consent to execute the Third-Party Agreement for that specific event.</i></p> <p><i>Client shall indemnify GBT for all liabilities, losses, damages, costs, expenses, actions, claims and demands whatsoever (including reasonable attorneys' fees) suffered by GBT which result directly or indirectly from Third-Party Agreements signed by GBT on Client's behalf in accordance with this Limited Power of Attorney except for liabilities, losses, damages, costs, expenses, actions, claims and demands arising out of GBT's failure to comply with the requirements of this Limited Power of Attorney or GBT's negligent or intentional acts or omissions or breach of the Third-Party Agreement or this Limited Power of Attorney. In the event of a claim or lawsuit subject to this section, GBT shall promptly notify Client in writing of any such claim or lawsuit and shall give Client the right to participate in the defence of such claim or lawsuit and to employ counsel at Client's own cost to assist in the handling of such claim. GBT shall be under an obligation to use reasonable efforts to mitigate any liabilities, losses, damages, costs, expenses, actions, claims and demands whatsoever incurred under this section.</i></p>
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Signed for and on behalf of GBT Travel Services UK Limited	Signed for and on behalf of the Buyer acting on behalf of the Crown
<div><div></div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>
Date: 18 December 2024	Date: 18 December 2024
<div><div></div><div></div></div>	<div><div></div><div></div></div>

IV. Short form Terms (“Conditions”)

DEFINITIONS USED IN THE CONTRACT

In this Contract, unless the context otherwise requires, the following words shall have the following meanings:

“Affiliates”	in relation to a body corporate, any other entity which directly or indirectly Controls (in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and “Controlled” shall be construed accordingly), is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
“Audit”	the Buyer’s right to request information to GBT according to the following terms: GBT shall maintain records regarding fees for GBT Services under this Short Form agreement (“Records”). On at least 30 days’ prior written request, GBT shall provide the Client with access to the Records for up to one year preceding the date of the request, provided that such information is available and not subject to GBT’s data security/protection policies, and provided further that disclosure of any such information and report would not compromise GBT’s confidentiality obligations with third parties and/or legal privileges.
“Beneficiary”	A Party having (or claiming to have) the benefit of an indemnity under this Contract;
“Buyer Cause”	has the meaning given to it in the Order Form;
“Buyer”	the person named as Buyer in the Order Form. Where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole;
“Charges”	the charges for the Deliverables as specified in the Order Form;
“Claim”	any claim which it appears that the Buyer is, or may become, entitled to indemnification under this Contract;
“Conditions”	means these short form terms and conditions of contract;
“Confidential Information”	all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (a) is known by the receiving Party to be confidential; (b) is marked as or stated to be confidential; or (c) ought reasonably to be considered by the receiving Party to be confidential;

“Conflict of Interest”	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer;
“Contract”	the contract between the Buyer and the Supplier which is created by the Supplier’s counter signing the Order Form and includes the cover letter (if used), Order Form, these Conditions and the Annexes;
“Controller”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Crown Body”	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
“Data Loss Event”	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
“Data Protection Impact Assessment”	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation”	<ul style="list-style-type: none"> (a) the UK GDPR, (b) the DPA 2018; (c) all applicable Law about the processing of personal data and privacy and guidance issued by the Information Commissioner and other regulatory authority; and (d) (to the extent that it applies) the EU GDPR (and in the event of conflict, the UK GDPR shall apply);
“Data Protection Liability Cap”	has the meaning given to it in row 14 of the Order Form;
“Data Protection Officer”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Data Subject Access Request”	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

“Data Subject”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Deliver”	hand over of the Deliverables to the Buyer at the address and on the date specified in the Order Form, which shall include unloading and stacking and any other specific arrangements agreed in accordance with clause 4.2. “Delivered” and “Delivery” shall be construed accordingly;
“Deliverables”	means the Goods, Services, and/or software to be supplied under the Contract as set out in the Order Form;
“DPA 2018”	the Data Protection Act 2018;
“EU GDPR”	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
“Existing IPR”	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
“Expiry Date”	the date for expiry of the Contract as set out in the Order Form;
“FOIA”	the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
“Force Majeure Event”	<p>any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none"> (a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Party seeking to claim relief in respect of a Force Majeure Event (the “Affected Party”) which prevent or materially delay the Affected Party from performing its obligations under the Contract; (b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; (c) acts of a Crown Body, local government or regulatory bodies; (d) fire, flood or any disaster; or (e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available <p>but excluding:</p>

	<p>(a) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;</p> <p>(b) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and</p> <p>(c) any failure of delay caused by a lack of funds,</p> <p>and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;</p>
“Good Industry Practice”	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
“Goods”	the goods to be supplied by the Supplier to the Buyer under the Contract;
“Government Data”	<p>(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's confidential information, and which:</p> <p>(i) are supplied to the Supplier by or on behalf of the Buyer; or</p> <p>(ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or</p> <p>(b) any Personal Data for which the Buyer is the Controller;</p>
“Indemnifier”	a Party from whom an indemnity is sought under this Contract;
“Independent Controller”	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
“Information Commissioner”	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
“Insolvency Event”	<p>in respect of a person:</p> <p>(a) if that person is insolvent;</p> <p>(b) where that person is a company, LLP or a partnership, if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction);</p>

	<p>(c) if an administrator or administrative receiver is appointed in respect of the whole or any part of the person's assets or business;</p> <p>(d) if the person makes any composition with its creditors; or</p> <p>(e) takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction;</p>
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;
"Joint Controller Agreement"	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Part B Joint Controller Agreement (<i>Optional</i>) of Annex 1 – Processing Personal Data;
"Joint Controllers"	Where two or more Controllers jointly determine the purposes and means of processing;
"Key Staff"	any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier;
"Law"	any law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
"Material Breach"	a single serious breach or a number of breaches or repeated breaches (whether of the same or different obligations and regardless of whether such breaches are remedied)
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New IPR Items"	means a deliverable, document, product or other item within which New IPR subsists;
"New IPR"	all and intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
"Open Licence"	means any material that is published for use, with rights to access and modify, by any person for free, under a generally recognised open licence including Open Government Licence as set out at http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/ as updated from time to time and the Open

	Standards Principles documented at https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles as updated from time to time;
“Order Form”	the order form signed by the Buyer and the Supplier printed above these Conditions;
“Party”	the Supplier or the Buyer (as appropriate) and “Parties” shall mean both of them;
“Personal Data Breach”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires and includes any breach of Data Protection Legislation relevant to Personal Data processed pursuant to the Contract;
“Personal Data”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Prescribed Person”	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in ‘Whistleblowing: list of prescribed people and bodies’, 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies as updated from time to time;
“Processor Personnel”	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under the Contract;
“Processor”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Protective Measures”	technical and organisational measures which must take account of: <ul style="list-style-type: none"> (a) the nature of the data to be protected; (b) harm that might result from Data Loss Event; (c) state of technological development; (d) the cost of implementing any measures; including pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
“Purchase Order Number” or “PO Number”	the Buyer’s unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the Contract;

“Rectification Plan”	<p>the Supplier’s plan (or revised plan) to rectify its Material Breach which shall include:</p> <ul style="list-style-type: none"> (a) full details of the Material Breach that has occurred, including a root cause analysis; (b) the actual or anticipated effect of the Material Breach; and (c) the steps which the Supplier proposes to take to rectify the Material Breach (if applicable) and to prevent such Material Breach from recurring, including timescales for such steps and for the rectification of the Material Breach (where applicable);
“Regulations”	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
“Request For Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	the services to be supplied by the Supplier to the Buyer under the Contract;
“Specification”	the specification for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the Order Form;
“Staff Vetting Procedures”	vetting procedures that accord with Good Industry Practice or, where applicable, the Buyer’s procedures or policies for the vetting of personnel as specified in the Order Form or provided to the Supplier in writing following agreement to the same by the Supplier from time to time;
“Start Date”	the start date of the Contract set out in the Order Form;
“Sub-Contract”	<p>any contract or agreement (or proposed contract or agreement), other than the Contract, pursuant to which a third party:</p> <ul style="list-style-type: none"> (a) provides the Deliverables (or any part of them); (b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or (c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
“Subcontractor”	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
“Subprocessor”	any third party appointed to process Personal Data on behalf of the Processor related to the Contract;

“Supplier Staff”	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor of the Supplier engaged in the performance of the Supplier’s obligations under the Contract;
“Supplier”	the person named as Supplier in the Order Form;
“Term”	the period from the Start Date to the Expiry Date as such period may be extended in accordance with clause 11.2 or terminated in accordance with the Contract;
“Third Party IPR”	intellectual property rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
“Transparency Information”	<p>In relation to Contracts with a value above the relevant threshold set out in Part 2 of the Regulations only, the content of the Contract, including any changes to this Contract agreed from time to time, as well as any information relating to the Deliverables and performance pursuant to the Contract required to be published by the Buyer to comply with its transparency obligations, including those set out in Public Procurement Policy Note 09/21 (update to legal and policy requirements to publish procurement information on Contracts Finder) (https://www.gov.uk/government/publications/ppn-0921-requirements-to-publish-on-contracts-finder) as updated from time to time and Public Procurement Policy Note 01/17 (update to transparency principles) where applicable (https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles) as updated from time to time except for:</p> <p>(a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and</p> <p>(b) Confidential Information;</p>
“UK GDPR”	has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4);
“VAT”	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
“Worker”	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) as updated from time to time applies in respect of the Deliverables; and
“Working Day”	a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2 UNDERSTANDING THE CONTRACT

2.1 In the Contract, unless the context otherwise requires:

- 1.1.1 references to numbered clauses are references to the relevant clause in these Conditions;
- 1.1.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.1.3 references to “writing” include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
- 1.1.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated, replaced or re-enacted from time to time (including as a consequence of the Retained EU Law (Revocation and Reform) Act) and to any legislation or byelaw made under that Law;
- 1.1.5 the word “including”, “for example” and similar words shall be understood as if they were immediately followed by the words “without limitation”;
- 1.1.6 any reference which, immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to section 1A of the European Union (Withdrawal) Act 2018), is a reference to (as it has effect from time to time) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement (“**EU References**”) which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time.

3 HOW THE CONTRACT WORKS

- 3.1 The Order Form is an offer by the Buyer to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.
- 3.2 The Supplier is deemed to accept the offer in the Order Form when the Buyer receives a copy of the Order Form signed by the Supplier.
- 3.3 The Supplier warrants and represents that its tender (if any) and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

4 WHAT NEEDS TO BE DELIVERED

4.1 All Deliverables

- 4.1.1 The Supplier must provide Deliverables:
 - 4.1.1.1 in accordance with the Specification and the Contract;

- 4.1.1.2 using reasonable skill and care;
 - 4.1.1.3 using Good Industry Practice;
 - 4.1.1.4 using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract;
 - 4.1.1.5 on the dates agreed; and
 - 4.1.1.6 that comply with all Law.
- 4.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to its Buyers) from Delivery against all obvious defects.

4.2 Goods clauses

- 4.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- 4.2.2 The Supplier transfers ownership of the Goods on completion of Delivery or payment for those Goods, whichever is earlier.
- 4.2.3 Risk in the Goods transfers to the Buyer on Delivery, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
- 4.2.4 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 4.2.5 The Supplier must Deliver the Goods on the date and to the location specified in the Order Form, during the Buyer's working hours (unless otherwise specified in the Order Form).
- 4.2.6 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 4.2.7 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 4.2.8 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 4.2.9 The Supplier will notify the Buyer of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Buyer against the costs arising as a result of any such request.
- 4.2.10 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable endeavours to minimise these costs.

- 4.2.11 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.
- 4.2.12 The Buyer will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify the Buyer from any losses, charges, costs or expenses which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or any of its Subcontractors or Supplier Staff.

4.3 Services clauses

- 4.3.1 Late Delivery of the Services will be a default of the Contract.
- 4.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including the security requirements (where any such requirements have been provided).
- 4.3.3 The Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services
- 4.3.4 The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of the Contract.
- 4.3.5 The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
- 4.3.6 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 4.3.7 On completion of the Services, the Supplier is responsible for leaving the Buyer's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer's premises or property, other than fair wear and tear.
- 4.3.8 The Supplier must ensure all Services, and anything used to deliver the Services, are of good quality and free from defects.
- 4.3.9 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

5 PRICING AND PAYMENTS

- 5.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the charges in the Order Form.

- 5.2 All Charges:
- 5.2.1 exclude VAT, which is payable on provision of a valid VAT invoice; and
 - 5.2.2 include all costs and expenses connected with the supply of Deliverables.
- 5.3 The Buyer must pay the Supplier the charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the invoice or in the Order Form.
- 5.4 A Supplier invoice is only valid if it:
- 5.4.1 includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer; and
 - 5.4.2 includes a detailed breakdown of Deliverables which have been delivered.
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 36.
- 5.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer if notice and reasons are provided.
- 5.7 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Buyer can publish the details of the late payment or non-payment.

6 THE BUYER'S OBLIGATIONS TO THE SUPPLIER

- 6.1 If Supplier fails to comply with the Contract as a result of a Buyer Cause:
- 6.1.1 the Buyer cannot terminate the Contract under clause 11;
 - 6.1.2 the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;
 - 6.1.3 the Supplier is entitled to additional time needed to deliver the Deliverables; and
 - 6.1.4 the Supplier cannot suspend the ongoing supply of Deliverables.
- 6.2 Clause 6.1 only applies if the Supplier:
- 6.2.1 gives notice to the Buyer within 10 Working Days of becoming aware;
 - 6.2.2 demonstrates that the failure only happened because of the Buyer Cause; and
 - 6.2.3 mitigated the impact of the Buyer Cause.

7 RECORD KEEPING AND REPORTING

- 7.1 The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form.

- 7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for 7 years after the date of expiry or termination of the Contract and in accordance with the UK GDPR or the EU GDPR as the context requires.
- 7.3 The Supplier must allow any auditor appointed by the Buyer access to its premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the Audit.
- 7.4 The Buyer or an auditor can Audit the Supplier.
- 7.5 During an Audit, the Supplier must provide information to the auditor and reasonable co-operation at their request.
- 7.6 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a Material Breach by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.
- 7.7 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
- 7.7.1 tell the Buyer and give reasons;
 - 7.7.2 propose corrective action; and
 - 7.7.3 provide a deadline for completing the corrective action.
- 7.8 If the Buyer, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract then the Buyer may:
- 7.8.1 require that the Supplier provide to the Buyer (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract and the Supplier will make changes to such plan as reasonably required by the Buyer and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer on demand; and
 - 7.8.2 if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for Material Breach (or on such date as the Buyer notifies) and the consequences of termination in Clause 11.5.1 shall apply.
- 7.9 If there is a Material Breach, the Supplier must notify the Buyer within 3 Working Days of the Supplier becoming aware of the Material Breach. The Buyer may request that the Supplier provide a Rectification Plan within 10 Working Days of the Buyer's request alongside any additional documentation that the Buyer requires. Once such Rectification Plan is agreed between the Parties (without the Buyer limiting its rights) the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.

8 SUPPLIER STAFF

- 8.1 The Supplier Staff involved in the performance of the Contract must:
- 8.1.1 be appropriately trained and qualified;

- 8.1.2 be vetted in accordance with the Staff Vetting Procedures; and
- 8.1.3 comply with all conduct requirements when on the Buyer's premises.
- 8.2 Where the Buyer decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.
- 8.3 The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.
- 8.4 The Supplier indemnifies the Buyer against all claims brought by any person employed or engaged by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.
- 8.5 The Buyer indemnifies the Supplier against all claims brought by any person employed or engaged by the Buyer caused by an act or omission of the Buyer or any of the Buyer's employees, agents, consultants and contractors.
- 8.6 The Supplier shall use those persons nominated (if any) as Key Staff in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier to provide the Deliverables and shall not remove or replace any of them unless:
 - 8.6.1 requested to do so by the Buyer or the Buyer approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 8.6.2 the person concerned resigns, retires or dies or is on parental or long-term sick leave; or
 - 8.6.3 the person's employment or contractual arrangement with the Supplier or any Subcontractor is terminated for material breach of contract by the employee.
- 8.7 The Supplier shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a disclosure and barring service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.

9 RIGHTS AND PROTECTION

- 9.1 The Supplier warrants and represents that:
 - 9.1.1 it has full capacity and authority to enter into and to perform the Contract;
 - 9.1.2 the Contract is entered into by its authorised representative;
 - 9.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;
 - 9.1.4 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;

- 9.1.5 all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under the Contract and the Buyer to receive the Deliverables;
- 9.1.6 it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
- 9.1.7 it is not impacted by an Insolvency Event.
- 9.2 The warranties and representations in clause 3.3 and clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 9.3 The Supplier indemnifies the Buyer against each of the following:
 - 9.3.1 wilful misconduct of the Supplier, any of its Subcontractor and/or Supplier Staff that impacts the Contract; and
 - 9.3.2 non-payment by the Supplier of any tax or National Insurance.
- 9.4 If the Supplier becomes aware of a representation or warranty made in relation to the Contract that becomes untrue or misleading, it must immediately notify the Buyer.
- 9.5 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier for free.

10 INTELLECTUAL PROPERTY RIGHTS ("IPRS")

- 10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable, sub-licensable worldwide licence to use, copy and adapt the Supplier's Existing IPR to enable the Buyer and its sub-licensees to both:
 - 10.1.1 receive and use the Deliverables; and
 - 10.1.2 use the New IPR.

The termination or expiry of the Contract does not terminate any licence granted under this clause 10.
- 10.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a royalty-free, non-exclusive, non-transferable licence to use, copy, and adapt any Existing IPRs and the New IPR which the Supplier reasonably requires for the purpose of fulfilling its obligations during the Term and commercially exploiting the New IPR developed under the Contract. This licence is sub-licensable to a Subcontractor for the purpose of enabling the Supplier to fulfil its obligations under the Contract, and in that case the Subcontractor must enter into a confidentiality undertaking with the Supplier on the same terms as set out in clause 15 (What you must keep confidential).
- 10.3 Unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR and keep this record updated throughout the Term.
- 10.4 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract, it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

- 10.5 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in this clause 10 or otherwise agreed in writing.
- 10.6 If any claim is made against the Buyer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.
- 10.7 If an IPR Claim is made or anticipated, the Supplier must at its own option and expense, either:
- 10.7.1 obtain for the Buyer the rights in clause 10.1 without infringing any third party intellectual property rights; and
 - 10.7.2 replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.
 - 10.7.3 If the Supplier is not able to resolve the IPR Claim to the Buyer's reasonable satisfaction within a reasonable time, the Buyer may give written notice that it terminates the Contract from the date set out in the notice, or where no date is given in the notice, the date of the notice. On termination, the consequences of termination in clauses 11.5.1 shall apply.
- 10.8 The Supplier shall not use in the Delivery of the Deliverables any Third Party IPR unless:
- 10.8.1 the Buyer gives its approval to do so; and
 - 10.8.2 one of the following conditions applies:
 - 10.8.2.1 the owner or an authorised licensor of the relevant Third Party IPR has granted the Buyer a direct licence that provides the Buyer with the rights in clause 10.1; or
 - 10.8.2.2 if the Supplier cannot, after commercially reasonable endeavours, obtain for the Buyer a direct licence to the Third Party IPR as set out in clause 10.8.2.1:
 - (a) the Supplier provides the Buyer with details of the licence terms it can obtain and the identity of those licensors;
 - (b) the Buyer agrees to those licence terms; and
 - (c) the owner or authorised licensor of the Third Party IPR grants a direct licence to the Buyer on those terms; or
 - 10.8.2.3 the Buyer approves in writing, with reference to the acts authorised and the specific intellectual property rights involved.

- 10.9 In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Buyer and the ordering of any Deliverable under it, does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.

11 ENDING THE CONTRACT

- 11.1 The Contract takes effect on the Start Date and ends on the earlier of the Expiry Date or termination of the Contract, or earlier if required by Law.

- 11.2 The Buyer can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.

11.3 Ending the Contract without a reason

- 11.3.1 The Buyer has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice, and if it's terminated clause 11.6.2 applies.

11.4 When the Buyer can end the Contract

- 11.4.1 If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier and the consequences of termination in Clause 11.5.1 shall apply:

11.4.1.1 there's a Supplier Insolvency Event;

11.4.1.2 the Supplier is in Material Breach of the Contract;

11.4.1.3 there's a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Buyer in writing;

11.4.1.4 the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;

11.4.1.5 the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them; or

11.4.1.6 the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables.

- 11.4.2 If any of the events in 73(1) (a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate the Contract and clauses 11.5.1.2 to 11.5.1.7 apply.

11.5 What happens if the Contract ends

- 11.5.1 Where the Buyer terminates the Contract under clause 10.9, 11.4, 7.8.2, 28.4.2, or Paragraph 8 of Part B Joint Controller Agreement (*Optional*) of Annex 1 – Processing Personal Data (if used), all of the following apply:

- 11.5.1.1 the Supplier is responsible for the Buyer's reasonable costs of procuring replacement Deliverables for the rest of the term of the Contract;
 - 11.5.1.2 the Buyer's payment obligations under the terminated Contract stop immediately;
 - 11.5.1.3 accumulated rights of the Parties are not affected;
 - 11.5.1.4 the Supplier must promptly delete or return the Government Data except where required to retain copies by Law;
 - 11.5.1.5 the Supplier must promptly return any of the Buyer's property provided under the Contract;
 - 11.5.1.6 the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement; and
 - 11.5.1.7 the Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry.
- 11.5.2 The following clauses survive the expiry or termination of the Contract: 1, 4.2.9, 5, 7, 8.4, 10, 11.5, 12, 14, 15, 16, 18, 19, 32.2.2, 36 and 37 and any clauses which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract and what happens when the contract ends (Buyer and Supplier termination)

- 11.6.1 The Supplier can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.
- 11.6.2 Where the Buyer terminates the Contract in accordance with clause 11.3 or the Supplier terminates the Contract under clause 11.6 or 23.4:
 - 11.6.2.1 the Buyer must promptly pay all outstanding charges incurred by the Supplier;
 - 11.6.2.2 the Buyer must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated; and
 - 11.6.2.3 clauses 11.5.1.2 to 11.5.1.7 apply.
- 11.6.3 The Supplier also has the right to terminate the Contract in accordance with Clauses 20.3 and 23.4.

11.7 Partially ending and suspending the Contract

- 11.7.1 Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.
- 11.7.2 The Buyer can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.
- 11.7.3 The Parties must agree (in accordance with clause 25) any necessary variation required by clause 11.7, but the Supplier may not either:
 - 11.7.3.1 reject the variation; or
 - 11.7.3.2 increase the Charges, except where the right to partial termination is under clause 11.3.
- 11.7.4 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

12 HOW MUCH YOU CAN BE HELD RESPONSIBLE FOR

- 12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 125% of the Charges paid or payable to the Supplier.
- 12.2 No Party is liable to the other for:
 - 12.2.1 any indirect losses; and/or
 - 12.2.2 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:
 - 12.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
 - 12.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; or
 - 12.3.3 any liability that cannot be excluded or limited by Law.
- 12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 8.4, 9.3.2, 10.6, or 32.2.2.
- 12.5 In spite of clause 12.1, the Buyer does not limit or exclude its liability for any indemnity given under clause 8.5.
- 12.6 Notwithstanding clause 12.1, but subject to clauses 12.1 and 12.3, the Supplier's total aggregate liability under clause 14.7.5 shall not exceed the Data Protection Liability Cap.
- 12.7 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.

- 12.8 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

13 OBEYING THE LAW

- 13.1 The Supplier, in connection with provision of the Deliverables:

- 13.1.1 is expected to meet and have its Subcontractors meet the standards set out in the Supplier Code of Conduct:
[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier Code of Conduct v3.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.pdf)) as such Code of Conduct may be updated from time to time, and such other sustainability requirements as set out in the Order Form. The Buyer also expects to meet this Code of Conduct;
- 13.1.2 must comply with the provisions of the Official Secrets Acts 1911 to 1989 and section 182 of the Finance Act 1989;
- 13.1.3 must support the Buyer in fulfilling its Public Sector Equality duty under section 149 of the Equality Act 2010;
- 13.1.4 must comply with the model contract terms contained in (a) to (m) of Annex C of the guidance to [PPN 02/23 \(Tackling Modern Slavery in Government Supply Chains\)](#),¹ as such clauses may be amended or updated from time to time; and
- 13.1.5 meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:
<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>, as updated from time to time.

- 13.2 The Supplier indemnifies the Buyer against any costs resulting from any default by the Supplier relating to any applicable Law to do with the Contract.

- 13.3 The Supplier must appoint a compliance officer who must be responsible for ensuring that the Supplier complies with Law, clause 13.1 and clauses 27 to 34.

14 DATA PROTECTION AND SECURITY

- 14.1 The Supplier must not remove any ownership or security notices in or relating to the Government Data.

- 14.2 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies via secure encrypted method upon reasonable request.

¹ <https://www.gov.uk/government/publications/ppn-0223-tackling-modern-slavery-in-government-supply-chains>

- 14.3 The Supplier must ensure that any Supplier, Subcontractor, or Subprocessor system holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified in the Order Form or otherwise in writing by the Buyer (where any such requirements have been provided).
- 14.4 If at any time the Supplier suspects or has reason to believe that the Government Data is corrupted, lost or sufficiently degraded, then the Supplier must immediately notify the Buyer and suggest remedial action.
- 14.5 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:
- 14.5.1 tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
 - 14.5.2 restore the Government Data itself or using a third party.
- 14.6 The Supplier must pay each Party's reasonable costs of complying with clause 14.5 unless the Buyer is at fault.
- 14.7 The Supplier:
- 14.7.1 must provide the Buyer with all Government Data in an agreed format (provided it is secure and readable) within 10 Working Days of a written request;
 - 14.7.2 must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - 14.7.3 must securely destroy all storage media that has held Government Data at the end of life of that media using Good Industry Practice, other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are Independent Controllers or Joint Controllers;
 - 14.7.4 securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it, other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are Independent Controllers or Joint Controllers; and
 - 14.7.5 indemnifies the Buyer against any and all losses incurred if the Supplier breaches clause 14 or any Data Protection Legislation.
- 14.8 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under the Contract dictates the status of each party under the DPA 2018. A Party may act as:
- 14.8.1 "Controller" in respect of the other Party who is "Processor";
 - 14.8.2 "Processor" in respect of the other Party who is "Controller";
 - 14.8.3 "Joint Controller" with the other Party;
 - 14.8.4 "Independent Controller" of the Personal Data where the other Party is also "Controller",

in respect of certain Personal Data under the Contract and shall specify in Part A Authorised Processing Template of Annex 1 – Processing Personal Data which scenario they think shall apply in each situation.

14.9 Where one Party is Controller and the other Party its Processor

- 14.9.1 Where a Party is a Processor, the only processing that the Processor is authorised to do is listed in Part A Authorised Processing Template of Annex 1 – Processing Personal Data by the Controller and may not be determined by the Processor. The term “processing” and any associated terms are to be read in accordance with Article 4 of the UK GDPR and EU GDPR (as applicable).
- 14.9.2 The Processor must notify the Controller immediately if it thinks the Controller's instructions breach the Data Protection Legislation.
- 14.9.3 The Processor must give all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment before starting any processing, which may include, at the discretion of the Controller:
 - 14.9.3.1 a systematic description of the expected processing and its purpose;
 - 14.9.3.2 the necessity and proportionality of the processing operations;
 - 14.9.3.3 the risks to the rights and freedoms of Data Subjects; and
 - 14.9.3.4 the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.
- 14.9.4 The Processor must, in relation to any Personal Data processed under this Contract:
 - 14.9.4.1 process that Personal Data only in accordance with Part A Authorised Processing Template of Annex 1 – Processing Personal Data unless the Processor is required to do otherwise by Law. If lawful to notify the Controller, the Processor must promptly notify the Controller if the Processor is otherwise required to process Personal Data by Law before processing it.
 - 14.9.4.2 put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Controller.
 - 14.9.4.3 Ensure that:
 - (a) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Part A Authorised Processing Template of Annex 1 – Processing Personal Data);
 - (b) it uses best endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

- (i) are aware of and comply with the Processor's duties under this clause 14;
 - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (iii) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise allowed by the Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data.
- (c) the Processor must not transfer Personal Data outside of the UK and/or the EEA unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
- (d) the transfer is in accordance with Article 45 of the UK GDPR (or section 74A of DPA 2018) and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or
- (e) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) and/or the transfer is in accordance with Article 46 of the EU GDPR (where applicable) as determined by the Controller which could include relevant parties entering into:
 - (i) where the transfer is subject to UK GDPR:
 - (A) the International Data Transfer Agreement (the **"IDTA"**), as published by the Information Commissioner's Office from time to time under section 119A(1) of the DPA 2018 as well as any additional measures determined by the Controller;
 - (B) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time (**"EU SCCs"**), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the **"Addendum"**) as published by the Information Commissioner's Office from time to time; and/or

- (ii) where the transfer is subject to EU GDPR, the EU SCCs,

as well as any additional measures determined by the Controller being implemented by the importing party;
 - (f) the Data Subject has enforceable rights and effective legal remedies when transferred;
 - (g) the Processor meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (h) the Processor complies with the Controller's reasonable prior instructions about the processing of the Personal Data.
- 14.9.5 The Processor must at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 14.9.6 The Processor must notify the Controller immediately if it:
- 14.9.6.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 14.9.6.2 receives a request to rectify, block or erase any Personal Data;
 - 14.9.6.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 14.9.6.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - 14.9.6.5 receives a request from any third Party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law; and
 - 14.9.6.6 becomes aware of a Data Loss Event.
- 14.9.7 Any requirement to notify under clause 14.9.6 includes the provision of further information to the Controller in stages as details become available.
- 14.9.8 The Processor must promptly provide the Controller with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 14.9.6. This includes giving the Controller:
- 14.9.8.1 full details and copies of the complaint, communication or request;
 - 14.9.8.2 reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
 - 14.9.8.3 any Personal Data it holds in relation to a Data Subject on request;

- 14.9.8.4 assistance that it requests following any Data Loss Event; and
- 14.9.8.5 assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office or any other regulatory authority.
- 14.9.9 The Processor must maintain full, accurate records and information to show it complies with this clause 14. This requirement does not apply where the Processor employs fewer than 250 staff, unless either the Controller determines that the processing:
 - 14.9.9.1 is not occasional;
 - 14.9.9.2 includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - 14.9.9.3 is likely to result in a risk to the rights and freedoms of Data Subjects.
- 14.9.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 14.9.11 Before allowing any Subprocessor to process any Personal Data, the Processor must:
 - 14.9.11.1 notify the Controller in writing of the intended Subprocessor and processing;
 - 14.9.11.2 obtain the written consent of the Controller;
 - 14.9.11.3 enter into a written contract with the Subprocessor so that this clause 14 applies to the Subprocessor; and
 - 14.9.11.4 provide the Controller with any information about the Subprocessor that the Controller reasonably requires.
- 14.9.12 The Processor remains fully liable for all acts or omissions of any Subprocessor.
- 14.9.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office or any other regulatory authority.

14.10 Joint Controllers of Personal Data

- 14.10.1 In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Part B Joint Controller Agreement (*Optional*) of Annex 1 – Processing Personal Data.

14.11 Independent Controllers of Personal Data

- 14.11.1 In the event that the Parties are Independent Controllers in respect of Personal Data under the Contract, the terms set out in Part C Independent Controllers (*Optional*) of Annex 1 – Processing Personal Data shall apply to this Contract.

15 WHAT YOU MUST KEEP CONFIDENTIAL

15.1 Each Party must:

- 15.1.1 keep all Confidential Information it receives confidential and secure;
- 15.1.2 not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract; and
- 15.1.3 immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

15.2 In spite of clause 15.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:

- 15.2.1 where disclosure is required by applicable Law if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- 15.2.2 if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
- 15.2.3 if the information was given to it by a third party without obligation of confidentiality;
- 15.2.4 if the information was in the public domain at the time of the disclosure;
- 15.2.5 if the information was independently developed without access to the disclosing Party's Confidential Information;
- 15.2.6 on a confidential basis, to its auditors or for the purposes of regulatory requirements;
- 15.2.7 on a confidential basis, to its professional advisers on a need-to-know basis; and
- 15.2.8 to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

15.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.

15.4 The Buyer may disclose Confidential Information in any of the following cases:

- 15.4.1 on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
- 15.4.2 on a confidential basis to any Crown Body, any successor body to a Crown Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;

- 15.4.3 if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- 15.4.4 where requested by Parliament; and
- 15.4.5 under clauses 5.7 and 16.

15.5 For the purposes of clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 15.

15.6 Transparency Information, and Information which is exempt from disclosure by clause 16 is not Confidential Information.

15.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Buyer and must take all reasonable endeavours to ensure that Supplier Staff do not either.

16 WHEN YOU CAN SHARE INFORMATION

16.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.

16.2 In accordance with a reasonable timetable and in any event within 5 Working Days of a request from the Buyer, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:

- 16.2.1 comply with any Request For Information

- 16.2.2 if the Contract has a value over the relevant threshold in Part 2 of the Regulations, comply with any of its obligations in relation to publishing Transparency Information.

16.3 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a Request For Information and may talk to the Supplier to help it decide whether to publish information under clause 16. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion.

17 INSURANCE

17.1 The Supplier shall ensure it has adequate insurance cover for this Contract.

18 INVALID PARTS OF THE CONTRACT

18.1 If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable for any reason, such provision or part-provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract. The provisions incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements, or agreements whether written or oral. No other provisions apply.

19 OTHER PEOPLE'S RIGHTS IN THE CONTRACT

- 19.1 No third parties may use the Contracts (Rights of Third Parties) Act (“**CRTPA**”) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

20 CIRCUMSTANCES BEYOND YOUR CONTROL

- 20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:
- 20.1.1 provides written notice to the other Party; and
 - 20.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 20.2 Any failure or delay by the Supplier to perform its obligations under the Contract that is due to a failure or delay by an agent, Subcontractor and/or Supplier Staff will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.
- 20.3 Either Party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously and the consequences of termination in Clauses 11.5.1.2 to 11.5.1.7 shall apply.
- 20.4 Where a Party terminates under clause 20.3:
- 20.4.1 each Party must cover its own losses; and
 - 20.4.2 clauses 11.5.1.2 to 11.5.1.7 apply.

21 RELATIONSHIPS CREATED BY THE CONTRACT

- 21.1 The Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

22 GIVING UP CONTRACT RIGHTS

- 22.1 A partial or full waiver or relaxation of the terms of the Contract is only valid if it is stated to be a waiver in writing to the other Party.

23 TRANSFERRING RESPONSIBILITIES

- 23.1 The Supplier cannot assign, novate or in any other way dispose of the Contract or any part of it without the Buyer's written consent.
- 23.2 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.
- 23.3 When the Buyer uses its rights under clause 23.2 the Supplier must enter into a novation agreement in the form that the Buyer specifies.

- 23.4 The Supplier can terminate the Contract novated under clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- 23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

24 SUPPLY CHAIN

- 24.1 The Supplier cannot sub-contract the Contract or any part of it without the Buyer's prior written consent. The Supplier shall provide the Buyer with the name of any Subcontractor the Supplier proposes to engage for the purposes of the Contract. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. If the Buyer does not communicate a decision to the Supplier within 10 Working Days of the request for consent then its consent will be deemed to have been given. The Buyer may reasonably withhold its consent to the appointment of a Subcontractor if it considers that:
- 24.1.1 the appointment of a proposed Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 24.1.2 the proposed Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 24.1.3 the proposed Subcontractor employs unfit persons.
- 24.2 If the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of all such Subcontractors at all levels of the supply chain including:
- 24.2.1 their name;
 - 24.2.2 the scope of their appointment; and
 - 24.2.3 the duration of their appointment.
- 24.3 The Supplier must exercise due skill and care when it selects and appoints Subcontractors.
- 24.4 For Sub-Contracts in the Supplier's supply chain entered into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract:
- 24.4.1 where such Sub-Contracts are entered into after the Start Date, the Supplier will ensure that they all contain provisions that; or
 - 24.4.2 where such Sub-Contracts are entered into before the Start Date, the Supplier will take all reasonable endeavours to ensure that they all contain provisions that:
 - 24.4.2.1 allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
 - 24.4.2.2 require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
 - 24.4.2.3 allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.

- 24.5 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:
- 24.5.1 there is a change of control within the meaning of Section 450 of the Corporation Tax Act 2010 of a Subcontractor which isn't pre-approved by the Buyer in writing;
 - 24.5.2 the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 11.4;
 - 24.5.3 a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer;
 - 24.5.4 the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; and/or
 - 24.5.5 the Buyer has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Regulations.
- 24.6 The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.

25 CHANGING THE CONTRACT

- 25.1 Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. The Buyer is not required to accept a variation request made by the Supplier.

26 HOW TO COMMUNICATE ABOUT THE CONTRACT

- 26.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9am on the first Working Day after sending unless an error message is received.
- 26.2 Notices to the Buyer or Supplier must be sent to their address or email address in the Order Form.
- 26.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

27 DEALING WITH CLAIMS

- 27.1 If a Beneficiary becomes aware of any Claim, then it must notify the Indemnifier as soon as reasonably practical.
- 27.2 at the Indemnifier's cost the Beneficiary must:
- 27.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim;
 - 27.2.2 give the Indemnifier reasonable assistance with the Claim if requested; and
 - 27.2.3 not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.

27.3 The Beneficiary must:

- 27.3.1 consider and defend the Claim diligently and in a way that does not damage the Beneficiary's reputation; and
- 27.3.2 not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

28 PREVENTING FRAUD, BRIBERY AND CORRUPTION

28.1 The Supplier shall not:

- 28.1.1 commit any criminal offence referred to in 57(1) and 57(2) of the Regulations; or
- 28.1.2 offer, give, or agree to give anything, to any person (whether working for or engaged by the Buyer or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.

28.2 The Supplier shall take all reasonable endeavours (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with Good Industry Practice, to prevent any matters referred to in clause 28.1 and any fraud by the Supplier Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify the Buyer immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.

28.3 If the Supplier notifies the Buyer as required by clause 28.2, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

28.4 If the Supplier or the Supplier Staff engages in conduct prohibited by clause 28.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:

- 28.4.1 require the Supplier to remove any Supplier Staff from providing the Deliverables if their acts or omissions have caused the default; and
- 28.4.2 immediately terminate the Contract and the consequences of termination in Clause 11.5.1 shall apply.

29 EQUALITY, DIVERSITY AND HUMAN RIGHTS

29.1 The Supplier must follow all applicable employment and equality Law when they perform their obligations under the Contract, including:

- 29.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
- 29.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.

- 29.2 The Supplier must use all reasonable endeavours, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.

30 HEALTH AND SAFETY

- 30.1 The Supplier must perform its obligations meeting the requirements of:
- 30.1.1 all applicable Law regarding health and safety; and
 - 30.1.2 the Buyer's current health and safety policy while at the Buyer's premises, as provided to the Supplier.
- 30.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer premises that relate to the performance of the Contract.

31 ENVIRONMENT AND SUSTAINABILITY

- 31.1 In performing its obligations under the Contract, the Supplier shall, to the reasonable satisfaction of the Buyer:
- 31.1.1 meet, in all material respects, the requirements of all applicable Laws regarding the environment; and
 - 31.1.2 comply with its obligations under the Buyer's current environmental policy, which the Buyer must provide, and make Supplier Staff aware of such policy.

32 TAX

- 32.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.
- 32.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Contract, the Supplier must both:
- 32.2.1 comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
 - 32.2.2 indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 32.3 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains requirements that:

- 32.3.1 the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 32.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
- 32.3.2 the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
- 32.3.3 the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with clause 32.2 or confirms that the Worker is not complying with those requirements; and
- 32.3.4 the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

33 CONFLICT OF INTEREST

- 33.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual, potential or perceived Conflict of Interest.
- 33.2 The Supplier must promptly notify and provide details to the Buyer if an actual, potential or perceived Conflict of Interest happens or is expected to happen.
- 33.3 The Buyer will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such measures do not or will not resolve an actual or potential conflict of interest, the Buyer may terminate the Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest and Clauses 11.5.1.2 to 11.5.1.7 shall apply.

34 REPORTING A BREACH OF THE CONTRACT

- 34.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of Law, clause 13.1, or clauses 27 to 33.
- 34.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 34.1 to the Buyer or a Prescribed Person.

35 FURTHER ASSURANCES

- 35.1 Each Party will, at the request and cost of the other Party, do all things which may be reasonably necessary to give effect to the meaning of this Contract.

36 RESOLVING DISPUTES

- 36.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute by commercial negotiation.

- 36.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (“**CEDR**”) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 36.3 to 36.5.
- 36.3 Unless the Buyer refers the dispute to arbitration using clause 36.4, the Parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction. :
- 36.4 The Supplier agrees that the Buyer has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 36.5 The Buyer has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 36.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 36.4.
- 36.6 The Supplier cannot suspend the performance of the Contract during any dispute.

37 WHICH LAW APPLIES

- 37.1 This Contract and any issues or disputes arising out of, or connected to it, are governed by English law.

V. Annex 1 - A

PRIVACY AND DATA SECURITY APPENDIX

This Privacy and Data Security Appendix ("PDSA") sets forth GBT's (also referred as "we", and "our" under this Appendix) and Client's (also referred as "you" or "your" under this Appendix) respective duties and obligations with respect to Personal Information (defined below). In the event of any inconsistencies between the PDSA and the Agreement, the parties agree that the PDSA will supersede and prevail. Capitalized terms not defined herein shall have the meaning ascribed to them in the Short Form Agreement.

Definitions

- a) **"Personal Information"** means information of Attendees in GBT's possession, custody and control that (i) could reasonably identify the Attendee to whom such information pertains, such as name, card number and address, or (ii) can be used to authenticate that individual, such as passwords or PINs, biometric data, unique identification numbers or answers to security questions, or (iii) is protected under applicable data privacy and security laws. For the avoidance of doubt, Personal Information does not include aggregate or anonymized data.
 - b) **"Process" or "Processing"** means, in the context of Personal Information, any operation or set of operations which is performed upon Personal Information, such as collection, recording, organization, storage, use, retrieval, transmission, erasure or destruction.
 - c) **"Security Incident"** means the unlawful release of Personal Information that requires notification by GBT under applicable data privacy and security laws.
- 1) **Data Privacy**
- a) We are responsible as an independent data controller, business, or equivalent term under applicable laws for the Personal Information we receive from you or the Attendees or otherwise Process in connection with the Services. We will adhere to the GBT Privacy Statement available at [https:// privacy.amexgbt.com/statement](https://privacy.amexgbt.com/statement) for our Processing of Personal Information.
 - b) You will be responsible as an independent data controller, business or equivalent term under applicable laws for the Personal Information that you or your agents or processors disclose to us. We are not responsible for the accuracy of such Personal Information, or for any privacy, data protection or security compliance pertaining to such Personal Information, up to the point that we receive it from you.
 - c) The Parties agree that neither Party acts as a data processor, service provider, or equivalent term to the other under applicable data privacy and security laws.
 - d) You may request that we release Personal Information to you or third parties outside the scope of the Services (e.g., to a third-party vendor of yours whereby the services to be performed by such vendor will be performed pursuant to a contract between you and such vendor). In our reasonable discretion, we will release such Personal Information under your instructions and on your behalf, subject to the following requirements:
 - i. you must send us an executed data release form provided by us to you to document the transfer;
 - ii. you will be responsible, to the extent required by law, for (1) notifying the Attendees that we will disclose this Personal Information to you or the third parties for the specified purpose; (2) obtaining any consents or approvals of the Attendee to release such Personal Information; and (3) ensuring that the disclosure complies with legitimacy, proportionality, and other applicable standards; and
 - iii. you will promptly notify us in writing if you become aware of any unlawful Processing of Personal Information covered by the Data Release Form, including a description of the incident and the type of Personal Information that was subject to the incident.

- e) You understand and agree that we may obtain information about Attendees from and share it with our affiliated card companies in connection with the Services we and they may provide to you and/or the Attendees.
- f) We will only use Personal Information as contemplated or permitted by the terms of this PDSA or the Terms and Conditions.

2) Information Security

- a) We maintain reasonable administrative, technical and physical security measures designed to keep Personal Information confidential and protect Personal Information from unauthorized access, destruction, use, modification or disclosure.
- b) In the event of a Security Incident, we shall (i) investigate the Security Incident, (ii) identify the impact of the Security Incident, (iii) take commercially reasonable actions to mitigate the effects of any such Security Incident, (iv) timely provide any legally required notifications to individuals affected by the Security Incident, and (v) notify Client of the Security Incident, subject to applicable confidentiality obligations, the direction of law enforcement, and other limitations to the extent allowed and/or required by applicable laws.
- c) As between GBT and Client, GBT shall be responsible for all reasonable costs related to GBT's investigation of the Security Incident and GBT's provision of legally required notification to individuals affected by the Security Incident.
- d) Except to the extent prohibited by applicable laws, we shall, upon Client's written request, provide Client with a description of the Security Incident and the type of Personal Information that was the subject of the Security Incident.
- e) Upon written request by Client, which request shall be no more frequently than once per twelve (12) month period, we shall respond to security questionnaires provided by Client with regard to GBT's information security program applicable to the Services, provided that such information is available in the ordinary course of business for GBT and that disclosure of any such information will not compromise GBT's confidentiality obligations and/or legal obligations or privileges.

ANNEX 1 – B

Processing Personal Data

Part A

Authorised Processing Template

This Annex in conjunction Annex 1(PDSA) to be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

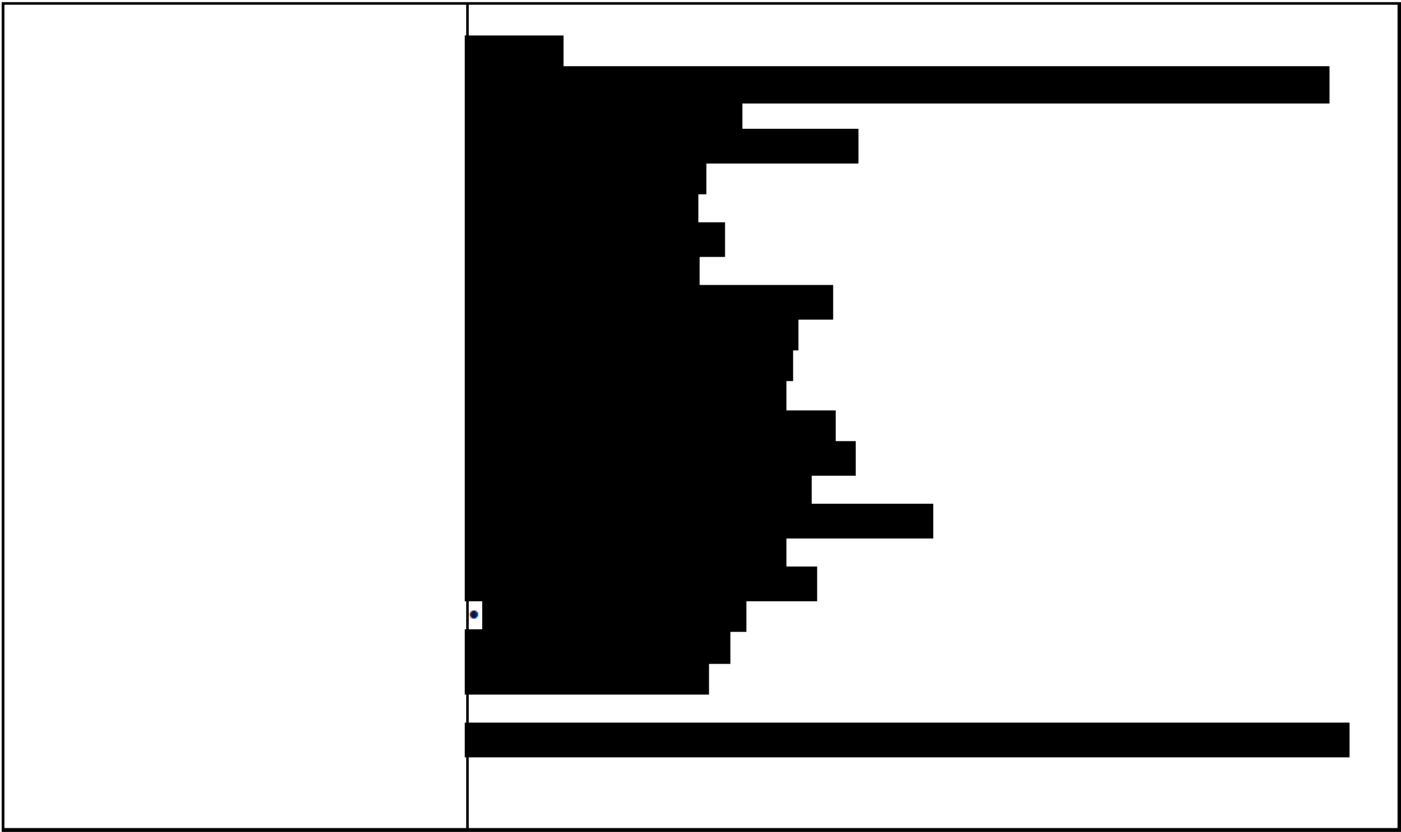
The contact details of the Controller's Data Protection Officer are: [REDACTED]

The contact details of the Processor's Data Protection Officer are: [REDACTED]

The Processor shall comply with any further written instructions with respect to processing by the Controller.

Any such further instructions shall be incorporated into this Annex.

Description of authorised processing	Details
Identity of Controller and Processor / Independent Controllers / Joint Controllers for each category of Personal Data	Controller – AMEX GBT
Subject matter of the processing	Summit attendees
Duration of the processing	December 2024 – April 2025
Nature and purposes of the processing	Booking of accommodation, flights and associated requirements for delegates attending the GAMRIF summit.
Type of Personal Data being processed	Name, address, date of birth, nationality, passport number
Categories of Data Subject	Personal
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	<p>Destruction</p> <p>Amex GBT's commitment to data retention and data deletion starts with our Principle on Data Quality. It states, "We will not keep your personal data longer than is necessary, except as otherwise required by applicable law." To help ensure that we meet that commitment, Amex GBT maintains a formal Global Records Management Policy that requires everyone in the company to retain only those records needed to effectively run our business and satisfy our obligations to clients and authorities. Actual retention periods are narrowly defined and will vary according to the declared purposes of the data we hold and the legal and regulatory requirements in the countries where we operate. Compliance with the record retention framework is overseen by our three lines of compliance defence: business self-tests, compliance risk management testing, and internal audit.</p>



VI. Annex 2 – Specification

1. INTRODUCTION

The Global AMR Innovation Fund (GAMRIF) is a UK aid (Official Development Assistance (ODA)) fund that supports research and development (R&D) around the world to reduce the threat of antimicrobial resistance (AMR) in low- and middle-income countries (LMICs). GAMRIF is part of the Department of Health and Social Care (DHSC).

This specification is for delivery of the GAMRIF summit which aims to bring together our delivery partners, researchers, regulators and policy makers to encourage new collaborations, share learnings and foster more effective AMR innovation research. The summit will take place in Malaysia over 3 days in March 2025. The Supplier must address the objectives and deliverables in Section 4. A suggested timeline is outlined in Section 8 – the Supplier may suggest a variation to this alongside a rationale. However, shorter timelines are preferable owing to the significant time pressure of this event.

This activity will be procured by a Direct Award. This contract will be utilising ODA and funded through the GAMRIF.

2. DEFINITIONS

Expression or Acronym	Description
AMR	Antimicrobial resistance
CCS	Crown Commercial Services
DHSC	Department of Health and Social Care
GAMRIF	Global AMR Innovation Fund
GHS	Global Health Security
KPI	Key Performance Indicator
LMICs	Low- and middle-income countries
ODA	Official Development Assistance
R&D	Research and Development

3. PURPOSE AND BACKGROUND

GAMRIF is a c81.5m ODA fund that supports early-stage innovative research in underfunded areas of AMR R&D for the benefit of people in LMICs. GAMRIF is a 'One Health' fund that invests in product development research across human, animal and environmental health. The fund

supports high-quality research from around the world that has the potential to lead to tangible innovations that will help to prevent, detect and/or treat drug-resistant infections in resource-poor settings. GAMRIF is part of the DHSC's Global Health Security (GHS) Programme.

GAMRIF works with research organisations, governments and industry around the world to:

- establish international research partnerships and support research competitions that fund innovation and development of new technologies to tackle AMR
- leverage investment from other partners and donors to support sustainable financing for AMR
- establish global research partnerships using a 'One Health' approach
- fund projects that will develop solutions specifically for LMICs

GAMRIF is a complex programme delivered through 8 national and international delivery partners using a variety of mechanisms (bilateral partnerships, global initiatives, and product development partnerships). Through open research competitions and/or procurement along the value chain, the delivery partners administer funds on the behalf of GAMRIF to downstream grantees. Since the start of the Fund in 2016, GAMRIF has funded more than 100 research projects across more than 30 LMIC research institutes across South America, Africa and Asia.

With a significant portfolio, spanning different sectors, innovations and countries, GAMRIF aims to host a Summit in March 2025 to bring together GAMRIF delivery partners, downstream research grantees, and other stakeholders like policy makers, funders, regulators, non-governmental organisations and industry to encourage and foster new collaborations between AMR R&D stakeholders, share learnings between partners, researchers and funders and coordinate more impactful AMR research. The GAMRIF summit will also provide an opportunity to achieve wider UK government objectives on convening a global dialogue on AMR innovation and R&D coordination as a follow up to the High-Level Meeting on AMR at the UN General Assembly in September 2024.

Purpose of the Procurement:

DHSC, through GAMRIF, is seeking to procure a Supplier to help deliver an international summit in 2025. The Summit aims to:

1. **Encourage and foster new collaborations** between AMR R&D stakeholders, including researchers, policy makers, and industry representatives from around the world.
2. **Share learnings and best practices** between partners, researchers, and funders, enhancing knowledge exchange and innovation within the AMR community.
3. **Coordinate more impactful AMR research** by overcoming barriers to collaborative working and encouraging joint working to more effectively progress innovations through the R&D pipeline.

The summit will take place over 3 days in Malaysia, with around 150-200 attendees (depends on final budget) travelling to the summit from around the world. The event will prioritise attendance from our delivery partners and GAMRIF-funded researchers, particularly those from LMICs.

Bursaries will be provided to support flights and accommodation for a selected amount of delegates, while other delegates will receive paid accommodation only.

4. THE REQUIREMENTS

Aims and Objectives:

To ensure robust and successful delivery of the GAMRIF Summit, recognising the challenges for in-house delivery, the principle aim and objective of this procurement is to identify a Supplier that can manage and deliver a large-scale international summit for March 2025, including travel arrangements. Under this specification, the Supplier will be responsible for end-to-end event management and logistics, including international travel booking for 150-200 people, to ensure a successful Summit that meets GAMRIF's strategic objectives. This includes:

Travel arrangements:

- End-to-end booking travel arrangements for a selected amount of delegates. This means, some delegates (e.g. from LMICs, speakers, facilitators) will fulfil certain criteria (as outlined by GAMRIF) to qualify for paid travel, while other delegates (delivery partners, external stakeholder from high-income countries) will arrange and pay for their own travel.
- Booking accommodation for all delegates
- Support with visa arrangements for delegates who may need it

Venue booking and liaison:

- Manage selection and booking/contracting of venue in Kuala Lumpur in Malaysia which includes accommodation and venue for the summit. This includes ensuring handling all communications with venue.
- Assistance with logistical aspects of venue management including IT, catering, layout and on-site coordination.

Stakeholder engagement:

- Being first point of contact for the event – triaging queries to DHSC as needed
- Facilitate communication and engagement with delegates, including periodic updates/engagement with delegates
- Management of speaker liaison
- Development of a registration portal for attendees
- Sharing of save the dates, formal invitations and reminders to agreed stakeholder list
- Monitoring and updating attendee list as stakeholders RSVP

Event design and creative support:

- Consultation with DHSC on the programme and agenda e.g. optimisation of sessions to ensure that the Summit is as impactful and professional as possible and provides maximum

value to delegates. This could include input on scheduling sessions, interactive sessions or activities, and other considerations for effectiveness.

Material development:

- Design of event invitations
- Development of master slide deck
- Development of other materials (e.g. pre-read, briefings, handouts, brochure, signage, name badges)
- Compile and share content and materials for the Summit, including presentation decks, workshop materials, and any necessary documentation.
- Handle any printing and dissemination of materials for event.

Event management and planning:

- Leading on project management of the event including creation of timeline and other management tools
- Ensure all necessary equipment (AV, projectors, mics)
- Plan for set up and transitions between sessions etc.
- Site visit and inspection including meeting with venue and documentation of visit and recommendations for the event delivery.

Event execution:

- Manage on-site operations including event set up, registration, layout optimisation, speaker liaison, liaison with venue, and troubleshooting any issues that arise during the summit.
- Printing and supply of all materials

Post-event reporting:

- a) Send out thank you emails, and a post-event survey to gather feedback and learnings from the event.
- b) Provide a comprehensive post-event report that includes a summary of key discussions, findings, recommendations, and feedback from attendees. Document successful case studies and best practices
- c) Event wash up session
- d) Budget reconciliation

Working arrangements:

DHSC expects regular interaction between DHSC's Programme Manager, the British High Commission in Malaysia, the venue and the Supplier throughout the duration of the contract to ensure the smooth delivery of the Summit and that any delivery-related risks are identified promptly. The DHSC Programme Manager and the Supplier point of contact are expected to maintain weekly contact throughout the contract.

In addition, the Supplier will be required to consider delivery of the aims and objectives as per the strategic objectives of the Summit. To ensure that the Summit achieves its strategic objectives, DHSC proposes to establish a GAMRIF Summit steering committee that will set the overarching direction on the Summit, agenda and communications and will be consulted in key decisions, as and when required, throughout the lifetime of the activity. Core members will include:

- DHSC GAMRIF Project Lead
- DHSC GAMRIF Programme Manager
- DHSC GHS Comms Lead
- A representative from the Supplier
- A representative from the British High Commission in Malaysia
- A representative from the FCDO South-East Asia region
- A representative from the Clinton Health Access Initiative (CHAI)
- A representative from the International Centre for AMR Solution (ICARS)

Methodology:

DHSC expects the Supplier to, upon receiving the delegate list from DHSC, send out save-the-dates and invitations to delegates and track the RSVPs. DHSC also expects the Supplier to become the first point-of-contact for speakers and delegates. DHSC expects the Supplier to work closely with the British High Commission in Malaysia to select an appropriate venue which can accommodate the objectives of the Summit. Once the venue is confirmed, DHSC expects the Supplier to take a lead on all operational and logistical aspects before and during the Summit. DHSC also expects the Supplier to contact applicable delegates individually, as identified by GAMRIF who qualify for paid travel arrangements as per GAMRIF's criteria, to book travel and accommodation. The Supplier is expected to use the UK government overseas rates as a guide to costs. In addition, DHSC expects the Supplier to contact any applicable delegates to support with visa Support documentation for entry into Malaysia. AmexGBT will support with documentation but the DHSC understands that correct entry requirements and contact with the the British High Commission is the responsibility of the travellers. In close collaboration with DHSC, the Supplier will design and produce all material before and at the event. DHSC expects the Supplier to, through the GAMRIF Summit steering committee, have creative input on the Summit design and content. Finally, DHSC expects the Supplier to provide post-Summit support to ensure that feedback is gathered and outputs are captured in a way that can easily be used by GAMRIF to inform the next Summit and demonstrate good value for money for the AMR research community and tax payers.

A project plan, including a risk register, is expected to be delivered by the Supplier at the start of activity. Throughout the project, the Supplier is expected to provide (virtual) weekly

updates on progress against the objectives, updated expenditure against the budget as well as highlighting any risks and challenges. Finally, the Supplier will provide the database with travel, accommodation and visa details if provided by the traveller for each delegate ahead of the Summit. In addition to execution of the event itself in March, the Supplier is expected to deliver a final presentation of the Summit logistics and operational plans and materials before the Summit, and a final post-Summit report.

Reporting and Deliverables:

The Supplier is expected to produce several different outputs as summarised in the table below. Further detail will be clarified in the inception phase of the contract.

Deliverable	Due date
Project plan including a risk register	1 week after contract signature
Weekly progress updates on number of delegates confirmed, programme and materials updates including speaker confirmations, venue information as well as updated expenditure against budget	Weekly after contract signature
Event execution including a final presentation of all travel, logistics and operational plans and materials ahead of the event including the final database of all travel, accommodation and visa arrangements where supplied by the traveller	4-13 March 2025
Final post-Summit report	6 weeks after the Summit

The contract will commence with a kick-off meeting within one (1) week of contract award to discuss the proposed requirements and outline of the project plan. At the end of the first week after contract award, the Supplier is expected to deliver an agreed project plan to the DHSC for review and approval. The project plan shall contain the scope of the activity, methodology, timeframes and key risks. Sign-off of the project plan will be at the discretion of DHSC. In the unlikely event that the project plan does not meet the DHSC's expectations, there will be a follow up remedial meeting within two (2) business days to determine the next steps, which may include terminating the contract.

The final database should be (or will be transferred to) a spreadsheet that can be opened in Excel with an accompanying executive summary of the work. The Supplier is expected to deliver a final version 1 week before the Summit. The Supplier will present the final status of delegate travel, accommodation and visa (as applicable) in a virtual meeting. The

Supplier is also expected to present to DHSC all logistics and operational plans and materials 1 week before the Summit (4 March 2025). This includes a virtual presentation of the final status of delegate and speaker attendance as well. The Supplier is then expected to execute the Summit on 11-13 March 2025. A final version of the post-Summit report is expected to be delivered within 6 week after the Summit.

Project risk and challenges:

The Supplier should provide and maintain a project risk register, which will build upon those initial risks identified in their proposal. As a minimum, this risk register will detail how the Supplier's approach will mitigate and, where appropriate, overcome each identified risk/challenge.

Policies and standards:

- The agency must adhere to relevant industry standards and best practices for event management. Ensure compliance with health and safety regulations and any other applicable legal requirements.
- Any technology or systems used must be compatible with existing government standards or provide equivalent functionality.

Testing and acceptance:

- The agency must demonstrate the functionality and compatibility of all systems and materials prior to the event. This includes any event management tools, communication tools, and presentation equipment.

5. KEY PERFORMANCE INDICATORS (KPIs)

To ensure robust delivery, the Authority will monitor the performance of the Supplier using the following Key Performance Indicators (KPIs). DHSC will be responsible to provide appropriate data and information on time in order to achieve KPIs.

No	KPI Name	KPI Description	Time	Inadequate	Requires Improvement	Approaching target	Good
1	Travel and accommodation booking	Travel booked for applicable GAMRIF summit delegates, with visa applications supported for applicable GAMRIF summit delegates, accommodation booked for all GAMRIF summit delegates	11 Feb 2025	Below 70% booked by 28 Jan 2025	70% - 94% booked by 28 Jan 2025	95% - 99% booked by 11 Feb 2025	100% booked by 11 Feb 2025

2	Contracts and venue	Venue shortlisted, selected and contracted with	17 Dec 2025	Booked by 14 Jan 2024	Booked by 31 Dec 2024	Booked by 10 Dec 2024	Booked by 17 Dec 2024
3	Delegates	Invitations shared with delegates and speakers and tracking of RSVPs	11 Mar 2025	Below 70% invited by 17 Dec 2024	70% - 94% invited by 17 Dec 2024	95% - 99% invited by 24 Dec 2024	100% invited by 31 Dec 2024
4	Materials	Delivery of pre-event materials and the material pack during the event, including delegate pack with agenda, slide deck, speaker briefing, logistics briefing etc.	11 Mar 2025	Below 70% delivered by 18 Feb 2025	70% - 94% delivered by 18 Feb 2025	95% - 99% delivered by 25 Feb 2025	100% of delivered by 4 Mar 2025
5	Reporting	Providing weekly updates on number of attendees confirmed, risks identified, materials shared, as well as expenditure against the budget	13 Mar 2025	Below 80% of weekly updates delivered on time	80% - 89% of weekly updates delivered on time	90% - 99% of weekly updates delivered on time	100% of weekly updates delivered on time

6. SERVICE CREDITS (WHERE APPLICABLE)

The Service Credits shall be calculated on the basis of the following formula:

The Service Credits shall apply when the supplier's performance only meet the 'requires improvement' target in any of the KPI marked with *. Service credits will be calculated applying a 5% discount to the Contract Price payable by the Authority in the quarter where the KPIs hit 'requires improvement' and it will be deducted from the next Invoice payable by the Authority.

7. BUDGET/PAYMENT SCHEDULE

DHSC has estimated the cost of the contract, which has been informed by similar international events that have been organised by the GHS team in other ODA programmes. The GAMRIF direct award contract has a budget of up to £75,972.66 including VAT and any applicable international taxes and expenses. The Supplier will be required to confirm in writing that their price proposal will be valid for a minimum of 150 calendar days from the date of submission. This should be adequate time for the contract to be awarded to the Supplier.

DHSC will only pay for expenses which can be evidenced with receipts and which adhere to DHSC's Expenses Policy (see Annex 1) Where expenses exceed the limits set out in this policy, the Supplier will be required to cover any excess, unless a strong justification can be provided.

The supplier will provide an accurate invoice monthly in arrears.

8. CONTRACT TERM

The contract will be offered until 31 May 2025 with the potential for extensions if deemed necessary by the Authority. The Supplier may submit a request for extension of the contract minimum 30 days before the end of the contract term. The following timescales are for the purpose of setting the overall goals with respect to the timing of the work.

Ref	Buyer Needs Descriptions	Target Date
A.1	Complete project plan	1 week from start of contract
B.1	Travel and accommodation finalised	4 weeks before Summit
B.2	Venue selected and booked	12 weeks before Summit
B.3	Invitations shared	10 weeks before Summit
B.4	Programme finalised	8 weeks before Summit
B.5	Event material developed	4 weeks before Summit
B.6	Event execution	11-13 March 2025
C.1	Final travel and accommodation database delivered	1 week before the Summit
C.2	Post-Summit report delivered	6 weeks after Summit

9. AUTHORITY RESPONSIBILITIES (WHERE REQUIRED)

DHSC will:

- Provide a single point of contact (DHSC Programme Manager) to liaise with/report to throughout the project including weekly update meetings;
- Provide detailed background information at the start of the project to inform the project plan and risk register;
- Provide ongoing guidance, through the GAMRIF Summit steering committee, as required to progress delegate travel booking;
- Ensure (via DHSC's Programme Manager) that any guidance and feedback provided does not impact the project timescales;
- Sign off (via DHSC's Programme Manager) the deliverables and outputs.

10. CONTRACTOR RESPONSIBILITIES (WHERE REQUIRED)

The Supplier will:

- a) Appoint a Contract Manager to oversee the work and liaise with/report as DHSC requires to DHSC's Programme Manager;
- b) Provide weekly updates (virtually) and ad hoc updates as required to DHSC's Programme Manager;
- c) Make the DHSC aware of any risks to the activity as early as possible, and the actions taken to mitigate these risks (particularly anything that may affect the project timescales);
- d) Have an active involvement in risk management. This will include:
 - a. Feeding into the programme risk register by completing necessary project templates where appropriate
 - b. The Supplier will own any risks and actions because of the work they undertake
- e) Resolve all complaints relating to venue and invitations. All complaints and outcome of any complaint must also be reported to the DHSC in writing on a weekly basis. DHSC reserves the right to intervene in the handling of complaints;
- f) Utilise appropriate confidentiality and data security measures;
- g) There must be appropriate security safeguards, both physical (as appropriate) and computer based, for the storage of data and documents relating the travel, accommodation and visa. These safeguards should be such that the delegates can be assured that the business and personal data will not be compromised;
- h) The Supplier should ensure appropriate secure storage of personal data, and have suitable means for its subsequent disposal, throughout the project.
- i) Provide DHSC with timely and on-going information relating to the activity;
- j) Provide regular updates on activity-related costs at key stages, with timings to be agreed between Supplier and DHSC's Programme Manager; and
- k) Provide DHSC with the key outputs required at agreed reporting milestones, as detailed in the timetable above.

11. LOCATION

The location of the Services will be carried out remotely in the UK and in-person in Kuala Lumpur, Malaysia.

1. VI. ANNEX 3

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Annex B: useful contacts

Business travel or DHSC's travel booking system

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Expenses

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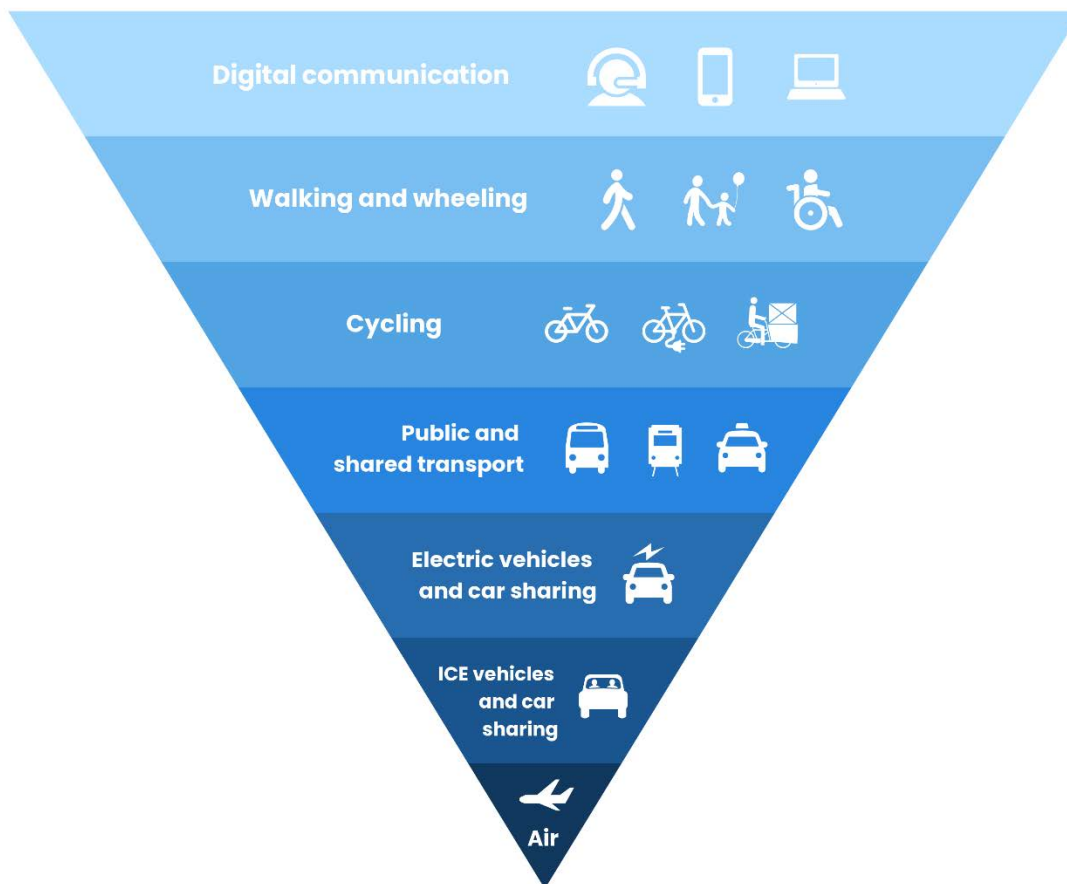
Tax

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Annex C: key guidance and related policies

Please refer to the following guidance and policies alongside this document:

- DHSC's travel and expenses standard operating procedures – see the [Claiming expenses](#) page of the intranet in the 'Line managers' responsibilities' section
- [Civil Service Code and DHSC Code of Business Conduct](#)
- [DHSC: senior officials' business expenses, hospitality and meetings](#)
- DHSC guidance on fruitless payments and constructive losses – see the [Losses and special payments](#) page of the intranet
- [Expenses rates for employees travelling outside the UK](#)



Source: Energy Saving Trust. [An introduction to the sustainable travel hierarchy](#). 2021.

Annex 4 – Charges

