

# Supplier Registration Service Contract Terms and Conditions

This Contract is between:

**Crown Commercial Service**

and

**NQC Limited**

Supplier Registration Service Contract

These terms and conditions govern the relationship between the Crown Commercial Service (CCS) and the Supplier. It covers the provision of Supplier Registration Services by the Supplier to CCS.

CCS and the Supplier are known together as the ‘Parties’.

[Supplier Registration Service Contract Terms and Conditions 1](#_Toc160013771)

[1. Services 4](#_Toc160013772)

[2. Pricing 5](#_Toc160013773)

[3. Liability 5](#_Toc160013774)

[4. Variation 6](#_Toc160013775)

[5. Force majeure 6](#_Toc160013776)

[6. Relationship 7](#_Toc160013777)

[7. Entire agreement 7](#_Toc160013778)

[8. Law and jurisdiction 7](#_Toc160013779)

[9. Legislative change 8](#_Toc160013780)

[10. Bribery and corruption 8](#_Toc160013781)

[11. Freedom of Information Act (FoIA) 8](#_Toc160013782)

[12. Promoting tax compliance 9](#_Toc160013783)

[13. Official Secrets Act 10](#_Toc160013784)

[14. Transfer and subcontracting 10](#_Toc160013785)

[15. Contracts (Rights of Third Parties) Act 1999 10](#_Toc160013786)

[16. Complaints handling and resolution 11](#_Toc160013787)

[17. Conflicts of interest and ethical walls 11](#_Toc160013788)

[18. Publicity and branding 12](#_Toc160013789)

[19. Equality and diversity 12](#_Toc160013790)

[20. Intellectual property rights 12](#_Toc160013791)

[21. Data protection and disclosure 12](#_Toc160013792)

[22. Notices 13](#_Toc160013793)

[23. Insurance 13](#_Toc160013794)

[24. Severability 13](#_Toc160013795)

[25. Managing disputes 14](#_Toc160013796)

[26. Mediation process 14](#_Toc160013797)

[27. Confidentiality 15](#_Toc160013798)

[28. Waiver and cumulative remedies 17](#_Toc160013799)

[29. Corporate Social Responsibility 17](#_Toc160013800)

[Schedule 1: Processing Data 21](#_Toc160013801)

[Where one Party is Controller and the other Party its Processor 21](#_Toc160013802)

[Independent Controllers of Personal Data 25](#_Toc160013803)

[Annex 1: Processing Personal Data 27](#_Toc160013804)

## Services

1. The Supplier warrants, represents and undertakes to CCS that:
2. it has full capacity, authority and all necessary authorisations, consents, licences and permissions, to enter into and perform its obligations under the Contract, including if a Supplier’s processes need the consent of its Parent Company
3. the Supplier or an authorised representative will sign the Contract
4. it has used and will continue to use all reasonable endeavours, software and the most up to date antivirus definitions available from an industry accepted antivirus software seller to minimize the impact of Malicious Software accessing systems owned by, under the control of, or used by CCS via its own access to these systems
5. in entering into this Contract, it has not committed, will not commit or agree to commit a Prohibited Act
6. it will continue to pay all taxes due to HMRC and will not indulge in ‘disguised employment’ practices when delivering services under this Contract
7. at the Start Date, it has notified CCS in writing of any Tax Non-Compliance or any Tax Non-Compliance litigation it is involved in
8. it will perform all obligations under this Contract complying with all Laws
9. it will perform its obligations with all reasonable care, skill and diligence, according to Good Industry Practice
10. on the Contract Start Date, all information, statements and representations in the Application are accurate and not misleading except if the Buyer has been notified in writing before signing the Contract

The fact that any provision within this Contract is expressed as a warranty does not preclude any right of Ending CCS may have if the Supplier breaches that provision.

## Pricing

2.1 The Supplier agrees that the prices and other terms quoted in its proposal will not be increased during the Term of this Contract, but Suppliers may reduce any of their prices at any time.

2.3 Discounted pricing periods may be considered on an individual basis, and subject to CCS approval.

## Liability

3.1 Neither Party excludes or limits its liability for:

3.1.1 death or personal injury caused by its negligence, or that of its Staff

3.1.2 bribery, Fraud or fraudulent misrepresentation by it or its employees

3.1.3 breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or sections 2 or 11B of the Supply of Goods and Services Act 1982

3.1.4 any liability that cannot be excluded or limited by Law

3.2 Nothing in this Contract affects a Party’s duty to mitigate their loss.

3.3 Except for liabilities which can’t be limited by Law, neither Party will be liable to the other for any:

3.3.1 loss of profits

3.3.2 loss of business

3.3.3 loss of revenue

3.3.4 loss of or damage to goodwill

3.3.5 loss of savings (whether anticipated or otherwise)

3.3.6 indirect, special or consequential loss or damage

3.4 The Supplier will be liable for the following types of loss which will be regarded as direct and will be recoverable by CCS for any:

3.4.1 regulatory losses or fines arising directly from the Supplier’s breach of any Laws

3.4.2 additional operational or administrative costs and expenses from any Material Breach

3.4.3 wasted expenditure or unnecessary charges CCS pays because of the Supplier's Default

3.4.4 other liabilities suffered by CCS in connection with the loss of, corruption or damage to, or failure to deliver CCS Data by the Supplier

3.5 The Supplier will not be responsible for any injury, loss, damage, cost or expense that is directly caused by the negligence or wilful misconduct of CCS or breach by CCS of its obligations under the Contract.

3.6 CCS’s obligations under this Contract are only in its capacity as a contracting party and won’t constrain CCS in any other capacity or lead to any liability to the Supplier under this Contract where CCS exercises its public duties and powers.

3.7 The Supplier's liability to pay any Management Charges due to CCS will be unlimited.

3.8 Subject to any liabilities which can’t be limited **i.)** by Law under clause 3.1 **or ii.)** clause 3.7, each Party's total aggregate liability under this Contract in each 12-month period during the Term (whether in contract, tort (including negligence), breach of statutory duty or otherwise) will be limited to the higher of £150,000 or 125% of the Management Charge paid or payable in the Year the Default happened. The Parties agree that these clauses 3.1 to 3.8 (inclusive) will not limit the Supplier’s and Buyers’ liability.

3.10 The Parties must not use the Contract for provision of Services or off-payroll worker recruitment that is Inside IR35.

## Variation

4.1 Subject to CCS’s written approval, the Supplier may update, but not materially change, its Platform entry or Service Definitions and CCS may ask the Supplier to provide evidence to show that any updates it makes are non-material. These variations must be within scope of the Contract. The Supplier can remove any Platform entries if it requests this of CCS in writing.

4.2 If the Supplier fails to provide acceptable evidence for any updates to their service offering as required in Clause 4.1, CCS will remove the Service from the Platform and may suspend the Supplier from the Contract.

## Force majeure

5.1 Neither Party will be liable to the other Party for any delay in performing, or failure to perform, its obligations under this Contract (other than a payment of money) to the extent that such delay or failure is a result of a Force Majeure event.

5.2 A Party will promptly (on becoming aware of the same) notify the other Party of a Force Majeure event or potential Force Majeure event which could affect its ability to perform its obligations under this Contract.

5.3 Each Party will use all reasonable endeavours to continue to perform its obligations under the Contract and to mitigate the effects of Force Majeure. If a Force Majeure event prevents a Party from performing its obligations under the Contract for more than 60 consecutive Working Days, the other Party can End the Contract with immediate effect by notice in writing.

## Relationship

6.1 Nothing in this Contract is intended to:

6.1.1 create a partnership, or legal relationship of any kind that would impose liability on one Party for the act or failure to act of the other Party

6.1.2 authorise either Party to act as agent for the other Party

## Entire agreement

7.1 This Contract is the entire agreement and understanding between the Parties.

7.2 Each of the Parties agrees that in entering into this Contract it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Contract.

7.3 Nothing in these Entire agreement clauses 7.1 to 7.3 (inclusive) will exclude liability or remedy for Fraud or fraudulent misrepresentation.

## Law and jurisdiction

8.1 Any disputes or matters (including non-contractual) under this Contract will be governed by and construed under the Laws of England and Wales and without prejudice to the dispute resolution process. Each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales and for all disputes to be conducted within England and Wales.

## Legislative change

9.1 The Supplier won’t be relieved of its obligations under this Contract, or be entitled to increase the Contract prices as the result of a general change in Law or a Specific Change in Law, without prior written approval from CCS.

9.2 If a Specific Change in Law is made which has a material impact on the delivery of the Services or the Contract price range, the Supplier will notify CCS of the likely effects of that change. This will include whether any change is required to the Services, the Contract price range or this Contract.

## Bribery and corruption

10.1 The Supplier must ensure that neither it, nor any person acting on its behalf, will commit any Prohibited Act in connection with this Contract.

10.2 If the Supplier breaches the Bribery Act 2010, CCS can End this Contract.

10.3 If the Supplier breaches this Bribery and corruption clause 10 CCS can End this Contract.

10.4 CCS will be entitled to recover in full from the Supplier and the Supplier will on demand compensate CCS in full for:

17.4.1 the amount of value of any such gift, consideration or commission

17.4.2 any other Loss sustained by CCS because of any breach of this Bribery and corruption clause 10.

10.5 The Parties agree that the Management Charge isn’t an offence as described in section 1 of the Bribery Act 2010.

## Freedom of Information Act (FoIA)

11.1 The Supplier acknowledges that CCS is subject to the Freedom of Information Act (FoIA) and the Environmental Information Regulations (EIR).

11.2 The Supplier will cooperate with CCS and Buyers to enable them to comply with their Information disclosure obligations under this Contract.

11.3 The Supplier must not respond directly to a Request for Information under the FoIA or EIR.

11.4 The Supplier will note that the Information disclosed in response to a FoIA or EIR request may include its Response. This may include attachments, embedded documents, any score or details of its evaluation.

11.5 CCS is responsible for deciding whether the Commercially Sensitive Information or any other Information is exempt from disclosure under the provisions of the FoIA or the EIR.

11.6 CCS may be required to disclose Information under the FoIA, EIR and the Ministry of Justice Code even where Information is identified as confidential or commercially sensitive. This may include disclosure of the information without consulting the Supplier or after having taken the Supplier’s views into account.

11.7 If the Supplier considers any part of its Response or any other Supplier information to be confidential or commercially sensitive, the Supplier will promptly and in writing:

11.7.1 identify this Information to CCS

11.7.2 explain the potential implications of its disclosure, specifically addressing the public interest test as in the FoIA

11.7.3 estimate how long it believes such Information will remain confidential or

commercially sensitive

11.8 CCS will consider this when making a decision under the FoIA or EIR.

11.9 The Supplier must:

11.9.1 transfer to CCS all Requests for Information that it receives within 2 Working Days of receiving it

11.9.2 provide all necessary help reasonably requested by CCS to enable CCS to respond to the Request for Information within the timescales set out in section 10 of the FoIA or regulation 5 of the EIR

11.9.3 provide CCS with a copy of all Information about a Request for Information, in its possession or control, in the form that CCS requires within 5 Working Days of CCS’s request

11.10 CCS will make reasonable efforts to notify the Supplier when it receives a relevant FoIA or EIR request so that the Supplier may make appropriate representations.

## Promoting tax compliance

12.1 If Tax Non-Compliance happens during the Contract, the Supplier will:

12.1.1 tell CCS in writing within 5 Working Days

12.1.2 promptly provide CCS with details of the steps it has taken to address the non-compliance

12.1.3 provide any other information as CCS reasonably needs

12.2 CCS can End this Contract for Material Breach if the Supplier doesn’t:

12.2.1 comply with clause 12.1

12.2.2 provide details of any mitigating factors and its plans to prevent recurrence, which are acceptable to CCS

## Official Secrets Act

13.1 The Supplier will comply with, and ensure that the Supplier Staff comply with, the provisions of the Official Secrets Act 1911 to 1989 and Section 182 of the Finance Act 1989.

13.2 If the Supplier or the Supplier Staff fail to comply with the above Official Secrets Act clause 13.1, CCS reserves the right to End this Contract with immediate effect by giving notice in writing to the Supplier.

## Transfer and subcontracting

14.1 The Supplier must not assign, novate, Subcontract or in any other way dispose of this Contract or any part of it without CCS’s prior written approval. Subcontracting any part of this Contract will not relieve the Supplier of its duties under this Contract.

14.2 The Supplier will only subcontract with the prior written approval of CCS. If the Supplier chooses to use Subcontractors, this will be outlined in any Order along with the percentage of delivery allocated to each Subcontractor.

14.3 The Supplier is responsible for the acts and omissions of its Subcontractors and Supplier Staff as though they are its own.

14.4 Provided that it does not increase the burden on the Supplier under the Contract, CCS may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part of it to any:

14.4.1 other body established by the Crown or under statute to substantially perform any of the functions previously performed by CCS

14.4.2 private sector body which substantially performs the functions of CCS

## Contracts (Rights of Third Parties) Act 1999

15.1 A person who is not Party to this Contract has no right to enforce any of its terms.

## Complaints handling and resolution

16.1 Either Party will notify the other Party of any complaints made by the Buyer’s end users, which are not resolved within 5 Working Days.

16.2 If the Supplier is the Party providing the notice, the notice will contain full details of the Supplier's plans to resolve the complaint.

16.3 The Supplier will work to resolve the complaint within 10 Working Days.

16.4 The Supplier will provide full details of a complaint, including details of steps taken to resolve it, within 5 Working Days of a request by CCS.

## Conflicts of interest and ethical walls

17.1 The Supplier must use reasonable endeavours to avoid being in a position of potential conflict between its financial, personal, and other interests (or those of the Supplier Staff or any affiliated company) and the duties owed to CCS under this Contract.

17.2 Any breach of this Conflict of interest and ethical walls clause 17 will be deemed to be a Material Breach.

17.3 A conflict of interest can happen if the Supplier, an affiliated company or a member of the Supplier Staff:

17.3.1 is being considered for the opportunity to deliver Services and any of them has had involvement in the same or other related projects that may give them an advantage

17.3.2 is related to someone in another supplier team or has a business interest in another supplier and both are part of the same team performing the Services

17.3.3 has been provided with, or had access to, information which would give an unfair advantage in the buying process

17.4 The Supplier will fully compensate and keep CCS safe from Losses which the government may suffer as a result of a breach of this Conflict of interest and ethical walls clause 17.

17.5 If the Supplier identifies a risk of a conflict or potential conflict, it will (before starting work under this Contract):

17.5.1 inform CCS of the conflict of interest and how it plans to mitigate the risk

17.5.2 if agreed by CCS, promptly establish the necessary ethical wall arrangements

17.6 Details of the mitigation arrangements must be sent to the Buyer as soon as possible.

17.7 The Buyer will, at its discretion, notify the Supplier if the arrangements are acceptable or whether the risk or conflict is a Material Breach.

## Publicity and branding

18.1 The Supplier will not do or fail to do anything which may damage the public reputation of CCS under this Contract or otherwise. CCS may End the Contract for Material Breach if the Supplier causes material adverse publicity relating to or affecting CCS or the Contract.

18.2 The Supplier will indemnify CCS against all Losses resulting from the Supplier’s use of CCS’s logo.

18.3 The Supplier will not make any press announcements about the Contract without CCS’s written approval.

## Equality and diversity

19.1 The Supplier will comply with any discrimination Laws and other requirements and instructions which CCS reasonably require.

19.2 The Supplier will make sure that all Supplier Staff engaged in the performance of this Contract observe this equality and diversity clause 19.

19.3 The Supplier will notify CCS immediately of any legal proceedings issued against it by any Supplier Staff on the grounds of discrimination.

## Intellectual property rights

20.1 Other than as set out, neither CCS, nor the Supplier will acquire any right, title or interest in the other's Intellectual Property Rights (IPRs).

20.2 The Supplier must own or have a valid licence for any IPRs used to perform its obligations under this Contract. These must be maintained for the Term of the Contract.

## Data protection and disclosure

21.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Schedule 1 Processing Data.

21.2 The Supplier indemnifies CCS against any and all Losses incurred if the Supplier breaches Clause 21.1 and any Data Protection Legislation to a maximum of the Data Protection Liability Cap in any Year.

## Notices

22.1 Any notices sent must be in writing. An email is accepted as being 'in writing'. CCS’s email address is: info@crowncommercial.gov.uk

* Manner of delivery: email
* Deemed time of delivery: 9am on the first Working Day after sending
* Proof of service: Sent in an emailed letter in PDF format to the correct email address without any error message

22.2 Other than a dispute notice under this Contract, this clause does not apply to any legal action or other method of dispute resolution which will be served at the following addresses:

|  |  |
| --- | --- |
| **For CCS****REDACTED TEXT under FOIA Section 40 Personal Information.** | **For the Supplier****REDACTED TEXT under FOIA Section 40 Personal Information.** |

## Insurance

23.1 The Supplier must have employer’s liability insurance of at least £10,000,000 (Ten million pounds) before the Contract is awarded, and shall at all times throughout the duration of the Contract maintain in force such policies of insurance, unless the Supplier is exempt under law. Suppliers will need to maintain further insurances to the indemnity levels and as set out in each Call-Off Contract.

## Severability

24.1 If any part of the Contract becomes invalid, illegal or unenforceable, it will be removed from the Contract and the remaining parts of the Contract will be unaffected.

24.2 If any fundamental part of this Contract becomes invalid, CCS and the Supplier may agree to remedy the invalidity. If the Parties can’t do this within 20 Working Days of becoming aware of the invalidity, the Contract will be automatically Ended and each Party will be responsible for their own costs.

## Managing disputes

25.1 When either Party notifies the other of a dispute, both Parties will attempt in good faith to negotiate a settlement within 20 Working Days. This will include escalation of the dispute to the CCS Representative and the Supplier Representative.

25.2 The obligations of the Parties under this Contract will not be suspended, ceased or delayed by the reference of a dispute to mediation or arbitration and the Supplier and Supplier’s Staff will continue to comply with the requirements of this Contract.

25.3 Nothing in this process prevents a Party from seeking any interim order restraining the other Party from, or compelling the other Party to do, any act.

25.4 If the dispute cannot be resolved, the parties will first attempt to settle the matter by mediation and before either party commences formal action.

## Mediation process

26.1 A mediator will be agreed by both Parties. If the Parties cannot agree on a mediator within 10 Working Days after a request by one Party to the other, either Party will as soon as possible, apply to the mediation provider or to the Centre for Effective Dispute Resolution (CEDR) to appoint a mediator. This application to CEDR must take place within 12 Working Days from the date of the proposal to appoint a mediator, or within 3 Working Days of notice from the mediator to either Party that they can’t or won’t act.

26.2 The Parties will meet the mediator within 10 Working Days of the mediator’s appointment to agree a structure for the negotiations. The Parties can at any stage ask the mediation provider for advice about the process.

26.3 Unless otherwise agreed, all negotiations and settlement agreements connected with the dispute will be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.

26.4 If the Parties reach agreement, it will be put in writing and will be binding once it’s signed by the Parties’ authorised representatives.

26.5 If agreement cannot be reached following a mediation either Party can invite the mediator to provide a non-binding opinion on settlement terms in writing. This opinion will be provided and will not be used in evidence in any proceedings about this Contract without the prior written consent of both Parties.

26.6 If the Parties fail to reach agreement within 60 Working Days of the mediator being appointed, or other period as agreed by the Parties, it can be referred to the courts or to arbitration (if both parties agree to determination by arbitration).

26.7 Either Party can request by written notice that the dispute is referred to expert determination if the dispute relates to:

26.7.1 any technical aspect of the delivery of the Services

26.7.2 the underlying technology

26.7.3 financial issues

26.8 An expert will be appointed by written agreement between the Parties, but if they fail to agree on an expert within 10 Working Days of the first proposal by a Party, or if the person appointed is unable or unwilling to act, the expert will be appointed on the instructions of the relevant professional body.

26.9 The expert will:

26.9.1 act fairly and impartially and not as an arbitrator

26.9.2 provide a determination that will be final and binding on the Parties, unless there’s a material failure to follow the agreed process

26.9.3 decide the process to be followed and will be requested to make their determination within 30 Working Days of their appointment or as soon as possible and the Parties will provide the documentation that the expert needs

26.9.4 decide how and by whom the costs of the determination, including their fees and expenses, are to be paid. Any amount payable by one Party to another will be due within 20 Working Days of the Parties being notified of the determination

26.10 The expert determination process will be conducted in private and will be confidential.

## Confidentiality

27.1 Unless disclosure is expressly permitted elsewhere in this Contract, each Party will:

27.1.1 treat the other Party’s Confidential Information as confidential and safeguard it accordingly

27.1.2 not disclose it without the relevant Party’s written consent

27.2 The Supplier must take all necessary precautions to ensure that any CCS Confidential Information is only disclosed to Supplier Staff to the extent that it is strictly necessary for this Contract and must ensure that they comply with the obligations under this clause.

27.3 The Confidentiality clauses will not apply to any Confidential Information received by one Party from the other which:

27.3.1 is or becomes public knowledge (unless by breach of this Contract)

27.3.2 was already in the possession of the receiving Party without restriction as to its disclosure

27.3.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure

27.3.4 is information independently developed without access to the other Party’s Confidential Information

27.3.5 must be disclosed under a statutory or legal obligation

27.3.6 is disclosed on a Confidential Basis to a professional adviser

27.4 Nothing in this Contract will prevent CCS from disclosing the Supplier's Confidential Information (including Management Information):

27.4.1 for the examination and certification of CCS’s accounts

27.4.2 for any examination under Section 6(1) of the National Audit Act 1983

27.4.3 to the UK Parliament, Scottish Parliament or Welsh or Northern Ireland Assemblies, including their committees

27.4.4 to any government department on the basis that the information can only be further disclosed to central government bodies and Buyers

27.4.5 if CCS (acting reasonably) deems disclosure is appropriate for the performance of public functions

27.4.6 for sharing knowledge of the Supplier Registration Service and its performance to Buyers on a Confidential Basis to exercise its rights or comply with its obligations under this Contract

27.4.7 on a Confidential Basis to a proposed transferee, assignee or novatee of, or successor in title to CCS

27.5 The Supplier will maintain physical and IT security that follows Good Industry Practice to ensure there is no unauthorised access to any CCS or Buyer Confidential Information and data.

27.6 If the Supplier fails to comply with these confidentiality clauses, CCS reserves the right to End this Contract with immediate effect by notice in writing.

27.7 The Supplier will immediately tell CCS about any security breach of CCS’s Confidential Information and will keep a record of those breaches. The Supplier will take all necessary steps to recover this information. The Supplier will cooperate with CCS in any investigation into the breach that CCS considers necessary.

27.8 Either Party can use techniques, ideas or knowledge gained during this Contract unless using them results in unauthorised disclosure of the other Party’s Confidential Information or infringes Intellectual Property Rights under this Contract.

## Waiver and cumulative remedies

28.1 The rights and remedies provided by this Contract can only be waived in writing by a Party if intent is clear and will only apply in the specific circumstances outlined here. Unless a right or remedy of CCS is expressed to be an exclusive right or remedy, the exercise of it by CCS doesn’t affect CCS's other rights and remedies. Any failure or delay by a Party to exercise a right or remedy will not constitute a waiver.

28.2 The rights and remedies provided by this Contract are cumulative and, unless otherwise provided in this Contract, are not exclusive of any right or remedies provided at Law.

## Corporate Social Responsibility

29.1 In February 2019, HM government published a Supplier Code of Conduct setting out

the standards and behaviours expected of Suppliers who work with government:

<https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf>

29.2 The Supplier shall comply with the standards set out in the Supplier Code of Conduct referenced in clause 29.1.

29.3 The Supplier acknowledges that CCS may have additional requirements in relation to corporate social responsibility. CCS expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as CCS may notify the Supplier from time to time.

29.4 In addition to legal obligations, the Supplier shall support CCS in fulfilling its Public Sector Equality duty under Section 149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each this Contract in a way that seeks to:

29.4.1 eliminate discrimination, harassment or victimisation of any kind; and

29.4.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

29.5 The Supplier:

29.5.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour

29.5.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identity papers with the Employer and shall be free to leave their employer after reasonable notice

29.5.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world

29.5.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world

29.5.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world

29.5.6 shall have and maintain throughout the term of the Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions

29.5.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract

29.5.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with clause 29.5.6

29.5.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors

29.5.10 shall not use or allow child or slave labour to be used by its Subcontractors

29.5.11 shall report the discovery or suspicion of any slavery or trafficking by it or its
 Subcontractors to CCS, the Buyer and Modern Slavery Helpline

29.6 The Supplier shall:

29.6.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment

29.6.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter

29.6.3 all workers shall be provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid

29.6.4 not make deductions from wages:

29.6.4.1 as a disciplinary measure

29.6.4.2 except where permitted by law or

29.6.4.3 without expressed permission of the worker concerned

29.6.5 record all disciplinary measures taken against Supplier Staff and

29.6.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice

29.7 The Supplier shall:

29.7.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements

29.7.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing

29.7.3 ensure that use of overtime used responsibly, taking into account:

29.7.3.1 the extent

29.7.3.2 frequency and

29.7.3.3 hours worked

by individuals and by the Supplier Staff as a whole

29.8 The total hours worked in any 7-day period shall not exceed 60 hours, except where covered by Paragraph 29.9 below.

29.9 Working hours may exceed 60 hours in any 7-day period only in exceptional circumstances where all of the following are met:

29.9.1 this is allowed by national law

29.9.2 this is allowed by a collective agreement freely negotiated with a workers’ organisation representing a significant portion of the workforce

29.9.3 appropriate safeguards are taken to protect the workers’ health and safety and

29.9.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies

29.10 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

29.11 The Supplier shall meet the applicable government Buying Standards applicable to Services which can be found online at:

[https://www.gov.uk/government/collections/sustainable-procurement-the-government](https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs)

[-buying-standards-gbs](https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs)

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## Schedule 1: Processing Data

Status of the Controller

1. 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 a Contract dictates the status of each party under the DPA 2018. A Party may act as:

(a) “Controller” in respect of the other Party who is “Processor”;

(b) “Processor” in respect of the other Party who is “Controller”;

(c) “Joint Controller” with the other Party;

(d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (Processing Personal Data) which scenario they think shall apply in each situation.

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

2. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (Processing Personal Data) by the Controller.

3. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.

4. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:

(a) a systematic description of the envisaged Processing and the purpose of the Processing;

(b) an assessment of the necessity and proportionality of the Processing in relation to the Services;

(c) an assessment of the risks to the rights and freedoms of Data Subjects; and

(d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

5. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

(a) Process that Personal Data only in accordance with Annex 1 (Processing Personal Data), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by Law;

(b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 27.5 of this Contract, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:

(i) nature of the data to be protected;

(ii) harm that might result from a Data Loss Event;

(iii) state of technological development; and

(iv) cost of implementing any measures;

(c) ensure that:

(i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (Processing Personal Data));

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Processor’s duties under this Contract Schedule 1, Clauses 21 (Data protection), 27 (confidentiality) and 11 (Freedom of Information Act);

(B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and

(D) have undergone adequate training in the use, care, protection and handling of Personal Data;

(d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

(i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

(iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and

(e) 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.

6. Subject to paragraph 7 of this Contract Schedule 1, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:

(a) receives a Data Subject Request (or purported Data Subject Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;

(e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

(f) becomes aware of a Data Loss Event.

7. The Processor’s obligation to notify under paragraph 6 of this Contract Schedule 1 shall include the provision of further information to the Controller in phases, as details become available.

8. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Contract Schedule 1 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

(a) the Controller with full details and copies of the complaint, communication or request;

(b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;

(c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

(d) assistance as requested by the Controller following any Data Loss Event; and/or

(e) assistance as requested by the Controller with respect to any request from the Information Commissioner’s Office, or any consultation by the Controller with the Information Commissioner's Office.

9. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Contract Schedule 1. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

(a) the Controller determines that the Processing is not occasional;

(b) the Controller determines the Processing 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

(c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

10. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller’s designated auditor.

11. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.

12. Before allowing any Sub-processor to Process any Personal Data related to the Contract, the Processor must:

(a) notify the Controller in writing of the intended Subprocessor and Processing;

(b) obtain the written consent of the Controller;

(c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Contract Schedule 1 such that they apply to the Subprocessor; and

(d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.

13. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.

14. CCS may, at any time on not less than 30 Working Days’ notice, revise this Contract Schedule 1 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

15. The Parties agree to take account of any guidance issued by the Information Commissioner’s Office. CCS may on not less than 30 Working Days’ notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner’s Office.

### Independent Controllers of Personal Data

16. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.

17. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.

18. Where a Party has provided Personal Data to the other Party in accordance with paragraph 16 of this Contract Schedule 1 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

19. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.

20. The Parties shall only provide Personal Data to each other:

(a) to the extent necessary to perform their respective obligations under the Contract Agreement;

(b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and

(c) where it has recorded it in Annex 1 (Processing Personal Data).

21. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.

22. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.

23. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (“Request Recipient”):

(a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or

(b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:

(i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and

(ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

24. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:

(a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;

(b) implement any measures necessary to restore the security of any compromised Personal Data;

(c) work with the other Party to make any required notifications to the Information Commissioner’s Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and

(d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

25. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (Processing Personal Data).

26. Personal Data shall not be retained or processed for longer than is necessary to perform each Party’s respective obligations under the Contract which is specified in Annex 1 (Processing Personal Data).

27. Notwithstanding the general application of paragraphs 2 to 15 of this Contract Schedule 1 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 16 to 27 of this Contract Schedule.

## Annex 1: Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the CCS at its absolute discretion.

* 1. The contact details of the CCS’s Data Protection Officer are: **REDACTED TEXT under FOIA Section 40 Personal Information.**

1.2 The contact details of the Supplier’s Data Protection Officer are: **REDACTED TEXT under FOIA Section 40 Personal Information.**

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

1.4 Any such further instructions shall be incorporated into this Annex.

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| **Description** | **Details** |
| Identity of Controller for each Category of Personal Data | **CCS is Controller and the Supplier is Processor**The Parties acknowledge for the purposes of the Data Protection Legislation, CCS is the Controller and the Supplier is the Processor of the Personal Data recorded below*Personal data relating to CCS employee’s; suppliers business contact information within contracts; suppliers financial data within D&B records; customer account data***The Supplier is Controller and CCS is Processor**The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and CCS is the Processor in accordance with paragraph 2 to paragraph 16.**The Parties are Joint Controllers***The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation.***The Parties are Independent Controllers of Personal Data***The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:** *Business contact details of Supplier Personnel for which the Supplier is the Controller,*
* *Business contact details of any* *directors, officers, employees, agents, consultants and contractors of CCS (excluding the Supplier Personnel) engaged in the performance of CCS’s duties under the Contract) for which CCS is the Controller.*
 |
| Duration of the Processing | Up to 7 years after the expiry or termination of the Contract |
| Nature and purposes of the Processing | To facilitate the fulfilment of the Supplier’s obligations arising under this Contract includingi. Ensuring effective communication between the Supplier and CSSii. Maintaining full and accurate records of the Contract arising under the Contract iii. To allow customers access to DPS / DMp agreements.iv. To provide suppliers with the ability to complete procurement activities under contract. |
| Type of Personal Data | Name; organisation; job title; email address; telephone number; organisation address.Criminal conviction; nationality; DOB. |
| Categories of Data Subject | CCS employee’s; Supplier contractual key contacts; Customer contacts; Service Provider contacts. |
| Plan for return and destruction of the data once the Processing is completeUNLESS requirement under Union or Member State law to preserve that type of data | All relevant data to be deleted 7 years after the expiry or termination of this Contract unless longer retention is required by Law or the terms of the Contract arising hereunder |