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**Frontier Economics Our Reference:** CR\_1600

**71 High Holborn Date:** 06/01/2022

**London**

**WC1V 6DA**

Dear Frontier Economics

**Award of Agreement: Digital Trade and the Environment Project**

This letter (Award Letter) and Agreement set out the terms of the Agreement

between The Secretary of State for the Department for International Trade as the Customer and Frontier Economics as the Contractor for the provision of the Services.

Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of the Agreement. In the event of any conflict between this Award Letter and the Agreement, this Award Letter shall prevail. Please do not attach any Contractor’s terms and conditions to this Award Letter as they will not be accepted by the Customer and may delay conclusion of the Agreement.

For the purposes of the Agreement, the Customer and the Contractor agree as follows:

1. The charges for the Services shall be as set out in Appendix 2 of the Agreement
2. The Specification of the Services to be supplied as set out in Appendix 1 of the Agreement.
3. The Supplier Proposal detailing how the Specification of the Services will be supplied as set our in Appendix 3 of the Agreement.
4. The Term shall have deemed to commence on 19/01/2022 and the Expiry Date shall be 24/03/2022.
5. The address for notices of the Parties are:

**Customer Contractor**

|  |  |
| --- | --- |
| Department for International Trade Old Admiralty BuildingWestminsterLondon SW1A 2DYAttention: Redacted TextEmail: Redacted Text   | Frontier Economics 71 High HolbornLondonWC1V 6DAAttention: Redacted TextEmail: Redacted Text |

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6) The following persons are Key Personnel for the purposes of the Agreement:

Redacted Text

Redacted Text

7) The Customer may require the Contractor to ensure that any person employed

in the provision of the Services has undertaken a Disclosure and Barring Service check. The Contractor shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a “**Relevant Conviction**”), or is found by Contractor 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 Services.

**Payment**

All invoices should be sent, quoting a valid purchase order number (PO Number), to:

Department for lnternational Trade

c/o UK SBS, Queensway House

West Precinct

Billingham

TS23 2NF

Email : ap@[uksbs.co.uk](http://uksbs.co.uk)

Telephone: 03332079122

Within ten (10) Working Days of receipt of your acceptance of this letter, 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, PO Number item number (if applicable) and the details (name and telephone number) of your Customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to finance@services.uksbs.co.uk or by telephone 0333 207 9122 between 08:30-17:00 Monday to Friday.

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**Liaison**

For general liaison your contact will continue to be Redacted Text

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 Services. Please confirm your acceptance of the award of this Agreement by signing and returning the enclosed copy of this letter to Redacted Text at the email address shown below within seven (7) days from the date of this letter. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this Agreement.

Yours sincerely

Redacted Text Commercial Team

Commercial, Finance and Corporate Services

Department for International Trade

Old Admiralty Building

Westminster

London SW1A 2DY

E-mail: Redacted Text

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Job Title: Redacted Text Signature: Redacted Text

We accept the terms set out in this letter and Agreement **Signed for and on behalf of Frontier Economics** Name: Redacted Text

Job Title: Redacted Text

Signature: Redacted Text

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Date:

**Signed for and on behalf of the Department for International Trade** Name: Redacted Text



19/1/2022

Date:

20/1/2022

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**Short Form Contract**

**Contract for the delivery of Digital Trade and the Environment Project by Frontier Economics to the Department for International Trade**

**Ref: Project\_1377 / CR\_1600**

**06/01/2022**

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**1. Interpretation**

1.1 In these terms and conditions:

|  |  |
| --- | --- |
| Term | Description |
| “Agreement” | means the contract between (i) the Customer acting as part of the Crown and (ii) the Contractor constituted by the Contractor’s acceptance of the Award Letter; |
| “Award Letter” | means the letter from the Customer to the Contractor printed above these terms and conditions; |
| “Central Government Body” | means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:Government Department;Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);Non-Ministerial Department; or Executive Agency; |
| “Charges” | means the charges for the Services as specified in the Award Letter; |
| “Confidential Information” | means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential; |
| “Contractor” | means the person named as Contractor in the Award Letter; |
| “Controller” | take the meaning given in the GDPR |

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| “Customer” | means the person identified in the letterhead of the Award Letter; |
| “CyberEssentials Certificate” | means the certification awarded on the basis of self-assessment, verified by an independent certification body, under theCyberEssentials Scheme and is the basic level of assurance; |
| “CyberEssentials Data” | means information as referred to in theCyberEssentials Scheme; |
| “CyberEssentialsScheme” | means theCyberEssentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats. Details of theCyberEssentials scheme can be found here:<https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>  |
| “Data Loss Event” | any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, 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” | i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act (DPA) 2018 to the extent that it relates to processing of personal data and privacy; (iiii) all applicable Law about the processing of personal data and privacy; |
| “Data Protection Officer” | take the meaning given in the GDPR; |
| “Data Subject” | take the meaning given in the GDPR; |
| “Data Subject 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; |

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| “FOIA” | means the Freedom of Information Act 2000; |
| “Force Majeure” | means any event outside the reasonable control of either Party affecting its performance of its obligations under this Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Supplier or its Personnel or any other failure in the Supplier’s or a Sub-contractor’s supply chain; |
| “GDPR” | the General Data Protection Regulation *(Regulation (EU) 2016/679);* |
| “Information” | has the meaning given under section 84 of the FOIA; |
| “Joint Controllers” | where two or more Controllers jointly determine the purposes and means of processing; |
| “Law” | means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Processor is bound to comply; |
| “LED” | Law Enforcement Directive *(Directive (EU) 2016/680);* |
| “Party” | the Contractor or the Customer (as appropriate) and “Parties” shall mean both of them; |
| “Personal Data” | take the meaning given in the GDPR; |
| “Personal Data Breach” | take the meaning given in the GDPR; |
| “Processor” | take the meaning given in the GDPR; |

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| “Processor Personnel” | means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement; |
| “Protective Measures” | appropriate technical and organisational measures which mayinclude: 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 anincident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Schedule 1; |
| “Purchase Order Number” | means the Customer’s unique number relating to the order for Goods to be supplied by the Contractor to the Customer in accordance with the terms of the Agreement; |
| “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” | Means the services to be supplied by the Contractor to the Customer under the Agreement; |
| “Specification” | means the specification for the Services to be supplied by the Contractor to the Customer as specified in the Award Letter; |
| “Staff” | means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor of the Contractor engaged in the performance of the Contractor’s obligations under the Agreement; |
| “Staff Vetting Procedures” | means vetting procedures that accord with good industry practice or, where applicable, the Customer’s procedures for the vetting of personnel as provided to the Contractor from time to time; |
| “Sub-processor” | any third Party appointed to process Personal Data on behalf of that Processor related to this Agreement; |

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| --- | --- |
| “Term” | Means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement; |
| “VAT” | means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and |
| “Working Day” | means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London. |

 1.2 In these terms and conditions, unless the context otherwise requires:

 1.3 references to numbered clauses are references to the relevant clause in these

terms and conditions;

 1.4 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;

 1.5 the headings to the clauses of these terms and conditions are for information

only and do not affect the interpretation of the Agreement;

 1.6 any reference to an enactment includes reference to that enactment as

amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and

 1.7 the word ‘including’ shall be understood as meaning ‘including without

limitation’.

 **2. Basis of Agreement**

 2.1 The Award Letter constitutes an offer by the Customer to purchase the

Services subject to and in accordance with the terms and conditions of the Agreement.

 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by

the Contractor on receipt by the Customer of a copy of the Award Letter countersigned by the Contractor within seven (7) days of the date of the Award Letter.

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1. **Supply of Services**

 3.1 In consideration of the Customer’s agreement to pay the Charges, the

Contractor shall supply the Services to the Customer subject to and in

accordance with the terms and conditions of the Agreement.

 3.2 In supplying the Services, the Contractor shall co-operate with the Customer

in all matters relating to the supply of the Services and comply with all the Customer’s instructions.

 3.3 The Contractor shall supply the Services in accordance with the Specification.

 3.4 The Contractor shall perform the Services with all reasonable care, skill and

diligence in accordance with good industry practice in the Contractor’s industry, profession or trade; use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Contractor’s obligations are fulfilled in accordance with the Agreement; and provide all equipment, tools and vehicles and other items as are required to provide the Services.

1. **Term**

 4.1 The Agreement shall take effect on the date specified in Award Letter and

shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.

 4.2 The Customer may extend the Agreement for a period of up to six (6) months

by giving not less than ten (10) Working Days’ notice in writing to the Contractor prior to the Expiry Date. The terms and conditions of the

Agreement shall apply throughout any such extended period.

1. **Charges, Payment and Recovery of Sums Due**

 5.1 The Charges for the Services shall be as set out in the Award Letter and shall

be the full and exclusive remuneration of the Contractor in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Contractor directly or indirectly incurred in connection with the performance of the Services.

 5.2 All amounts stated are exclusive of VAT which shall be charged at the

prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Contractor a sum equal to the VAT chargeable in respect of the Services.

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 5.3 The Contractor shall invoice the Customer as specified in the Agreement.

Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.

 5.4 In consideration of the supply of the Services by the Contractor, the Customer

shall pay the Contractor the invoiced amounts no later than thirty (30) days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.

 5.5 If the Customer fails to consider and verify an invoice in a timely fashion the

invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.

 5.6 If there is a dispute between the Parties as to the amount invoiced, the

Customer shall pay the undisputed amount. The Contractor shall not suspend the supply of the Services unless the Contractor is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.

 5.7 If a payment of an undisputed amount is not made by the Customer by the due

date, then the Customer shall pay the Contractor interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

 5.8 Where the Contractor enters into a sub-contract, the Contractor shall include

in that sub-contract:

 5.9 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement;

and

 5.10 a provision requiring the counterparty to that sub-contract to include in any sub-

contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.

 5.11 In this clause 5.8, “sub-contract” means a contract between two or more

Contractors, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

 5.12 If any sum of money is recoverable from or payable by the Contractor under

the Agreement (including any sum which the Contractor is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may

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come due, to the Contractor under the Agreement or under any other agreement or contract with the Customer. The Contractor shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

**6. Premises and equipment**

**NOT USED**

6.1 If necessary, the Customer shall provide the Contractor with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer’s premises by the Contractor or the Staff shall be at the Contractor’s risk.

6.2 If the Contractor supplies all or any of the Services at or from the Customer’s premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Contractor shall vacate the Customer’s premises, remove the Contractor’s plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer’s premises in a clean, safe and tidy condition. The Contractor shall be solely responsible for making good any damage to the Customer’s premises or any objects contained on the Customer’s premises which is caused by the Contractor or any Staff, other than fair wear and tear.

6.3 If the Contractor supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.

6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer’s premises the Contractor shall, and shall procure that all Staff shall, comply with all the Customer’s security requirements.

6.5 Where all or any of the Services are supplied from the Contractor’s premises, the Contractor shall, at its own cost, comply with all security requirements specified by the Customer in writing.

6.6 Without prejudice, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Contractor and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.

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 6.7 The Contractor shall reimburse the Customer for any loss or damage to the

equipment (other than deterioration resulting from normal and proper use) caused by the Contractor or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Contractor or relevant Staff unless the Customer is notified otherwise in writing within five (5) Working Days.

 **7. Staff and Key Personnel**

 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to

undertake work in respect of the Agreement, it may, by giving written notice to the Contractor:

1. refuse admission to the relevant person(s) to the Customer’s premises;
2. direct the Contractor to end the involvement in the provision of the Services of the relevant person(s); and/or
3. require that the Contractor replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,
4. and the Contractor shall comply with any such notice.

 7.2 The Contractor shall:

1. ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
2. if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer’s premises in connection with the Agreement; and
3. procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.

 7.3 Any Key Personnel shall not be released from supplying the Services without

the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.

 7.4 Any replacements to the Key Personnel shall be subject to the prior written

agreement of the Customer (not to be unreasonably withheld). Such

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replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

1. **Assignment and sub-contracting**

 8.1 The Contractor shall not without the written consent of the Customer assign,

sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Contractor shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.

 8.2 Where the Customer has consented to the placing of sub-contracts, the

Contractor shall, at the request of the Customer, send copies of each sub­contract, to the Customer as soon as is reasonably practicable.

 8.3 The Customer may assign, novate, or otherwise dispose of its rights and

obligations under the Agreement without the consent of the Contractor provided that such assignment, novation or disposal shall not increase the

burden of the Contractor’s obligations under the Agreement.

1. **Intellectual Property Rights**

 9.1 All Intellectual Property Rights in:

1. the Results and/or Deliverables; or
2. any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which is furnished to or made available to the Contractor by or on behalf of the Customer (together with the Results, the "IP Materials")

shall vest in the Customer (save for Copyright and Database Rights which shall vest in Her Majesty the Queen) and the Contractor shall not, and shall ensure that the Staff shall not, use or disclose any IP Materials without Approval save to the extent necessary for performance by the Contractor of its obligations under the Contract.

 9.2 The Contractor hereby assigns:

(a) to the Customer, with full title guarantee, all Intellectual Property Rights (save for Copyright and Database Rights) which may subsist in the IP Materials prepared in accordance with clauses 9.1(a) and (b). This assignment shall take effect on the date of the Contract or (in the case of rights arising after the date of the Contract)

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as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Contractor; and

(b) to Her Majesty the Queen, with full title guarantee, all Copyright and Database Rights which may subsist in the IP Materials prepared in accordance with clauses 9.1 (a) and (b)

 9.3 And shall execute all documents and do all acts as are necessary to execute

these assignments

 9.4 The Contractor shall:

1. waive or procure a waiver of any moral rights held by it or any third party in copyright material arising as a result of the Contract or the performance of its obligations under the Contract;
2. ensure that the third party owner of any Intellectual Property Rights that are or which may be used to perform the Services grants to the Customer a non­exclusive licence or, if itself a licensee of those rights, shall grant to the Customer an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty-free, worldwide and irrevocable and shall include the right for the Customer to sub-license, transfer, novate or assign to other Contracting Authorities, the Crown, the Replacement Contractor or to any other third party supplying goods and/or services to the Customer (“Indemnified Persons”);
3. not infringe any Intellectual Property Rights of any third party in supplying the Services; and
4. during and after the Contract Period, indemnify and keep indemnified the Customer and the Indemnified Persons from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Customer or Indemnified Persons may suffer or incur as a result of or in connection with any breach of this clause 9.3, except to the extent that any such claim results directly from:
5. items or materials based upon designs supplied by the Customer; or
6. the use of data supplied by the Customer which is not required to be verified by the Contractor under any provision of the Contract.

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 9.5 The Customer shall notify the Contractor in writing of any claim or demand

brought against the Customer for infringement or alleged infringement of any Intellectual Property Right in materials supplied and/or licensed by the Contractor to the Customer.

 9.6 The Contractor shall at its own expense conduct all negotiations and any

litigation arising in connection with any claim, demand or action by any third party for infringement or alleged infringement of any third party Intellectual Property Rights (whether by the Customer, the Contractor or Indemnified Person) arising from the performance of the Contractor’s obligations under the Contract (“Third Party IP Claim”), provided that the Contractor shall at all times:

1. consult the Customer on all material issues which arise during the conduct of such litigation and negotiations;
2. take due and proper account of the interests of the Customer; and
3. not settle or compromise any claim without Approval (not to be unreasonably withheld or delayed).

 9.7 The Customer shall at the request of the Contractor afford to the Contractor all

reasonable assistance for the purpose of contesting any Third Party IP Claim and the Contractor shall indemnify the Customer for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Contractor shall not be required to indemnify the Customer under this clause 9.6 in relation to any costs and expenses to the extent that such arise directly from the matters referred to in clauses 9.3(d) i) and ii).

 9.8 The Customer shall not, without the Contractor’s consent, make any

admissions which may be prejudicial to the defence or settlement of any Third Party IP Claim.

 9.9 If any Third Party IP Claim is made or in the reasonable opinion of the

Contractor is likely to be made, the Contractor shall notify the Customer and any relevant Indemnified Person, at its own expense and subject to Approval (not to be unreasonably withheld or delayed), shall (without prejudice to the rights of the Customer under clause 9.3(b) use its best endeavours to:

(a) modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement; or

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(b) procure a licence to use the Intellectual Property Rights and supply the Services which are the subject of the alleged infringement, on terms which are acceptable to the Customer;

and if the Contractor is unable to comply with clauses 9.8(a) or (b) within twenty (20) Working Days of receipt by the Customer of the Contractor’s notification the Customer may terminate the Contract immediately by notice to the Contractor.

9.10 The Contractor grants to the Customer and, if requested by the Customer, to a Replacement Contractor, a royalty-free, irrevocable, worldwide, non-exclusive licence (with a right to sub-license) to use any Intellectual Property Rights that the Contractor owned or developed prior to the Commencement Date and which the Customer (or the Replacement Contractor) reasonably requires in order for the Customer to exercise its rights under, and receive the benefit of, the Contract (including, without limitation, the Services).

**10. Governance and Records**

10.1 The Contractor shall:

1. attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and
2. submit progress reports to the Customer at the times and in the format specified by the Customer.

10.2 The Contractor shall keep and maintain until six (6) years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Contractor shall on request afford the Customer or the Customer’s representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

**11. Confidentiality, Transparency and Publicity**

11.1 Subject to clause 11b, each Party shall:

a. treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

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b. not use or exploit the disclosing Party’s Confidential Information in any way except for the purposes anticipated under the Agreement.

 11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information

which it receives from the other Party:

1. where disclosure is required by applicable law or by a court of competent jurisdiction;
2. to its auditors or for the purposes of regulatory requirements;
3. on a confidential basis, to its professional advisers;
4. to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
5. where the receiving Party is the Contractor, to the Staff on a need to know basis to enable performance of the Contractor’s obligations under the Agreement provided that the Contractor shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause shall observe the Contractor’s confidentiality obligations under the Agreement; and

 11.3 where the receiving Party is the Customer:

1. on a confidential basis to the employees, agents, consultants and contractors of the Customer;
2. on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
3. to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
4. in accordance with clause 11.2.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.

11.4 The Parties acknowledge that, except for any Information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the

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Agreement is not Confidential Information and the Contractor hereby gives its consent for the Customer to publish the Agreement in its entirety to the general public (but with any Information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Contractor to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

11.5 The Contractor shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

**12. Freedom of Information**

12.1 The Contractor acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:

12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;

12.1.2 transfer to the Customer all Requests for Information relating to the Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;

12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and

12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.

12.2 The Contractor acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Contractor or the Goods (including commercially sensitive information) without consulting or obtaining consent from the Contractor. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Contractor advance notice, or failing that, to draw the disclosure to the Contractor’s attention after any such disclosure

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12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Contractor or the Goods is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

**13. Data Protection**

**NOT USED**

13.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor unless otherwise specified in Schedule 1. The only processing that the Processor is authorised to do is listed in Schedule 1 by the Controller and may not be determined by the Processor.

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

13.3 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:

1. a systematic description of the envisaged processing operations and the purpose of the processing;
2. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
3. an assessment of the risks to the rights and freedoms of Data Subjects; and
4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

13.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

1. process that Personal Data only in accordance with Schedule 1, 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;
2. ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, 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;

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1. harm that might result from a Data Loss Event;
2. state of technological development; and
3. cost of implementing any measures;

(c) ensure that:

(i) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule 1;

(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:

1. are aware of and comply with the Processor’s duties under this clause;
2. are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
3. 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 this Agreement; and
4. have undergone adequate training in the use, care, protection and handling of Personal Data; and

(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:

1. the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
2. the Data Subject has enforceable rights and effective legal remedies;
3. 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
4. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;

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(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 Agreement unless the Processor is required by Law to retain the Personal Data.

13.5 Subject to clause 13.6, the Processor shall notify the Controller immediately if it:

1. receives a Data Subject Request (or purported Data Subject Request);
2. receives a request to rectify, block or erase any Personal Data;
3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
5. 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
6. becomes aware of a Data Loss Event.

13.6 The Processor’s obligation to notify under clause 13.5 shall include the provision of further information to the Controller in phases, as details become available.

13.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

1. the Controller with full details and copies of the complaint, communication or request;
2. such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
3. the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
4. assistance as requested by the Controller following any Data Loss Event;
5. 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.

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

1. the Controller determines that the processing is not occasional;
2. the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or

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

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

13.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.

13.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:

1. notify the Controller in writing of the intended Sub-processor and processing;
2. obtain the written consent of the Controller;
3. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 13 such that they apply to the Sub-processor; and
4. provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

13.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.

13.13 The Controller may, at any time on not less than 30 Working Days’ notice, revise this clause 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 this Agreement).

13.14 The Parties agree to take account of any guidance issued by the Information Commissioner’s Office. The Controller may on not less than 30 Working Days’ notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner’s Office.

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13.15 Where the Parties include two or more Joint Controllers as identified in Schedule 1 in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Schedule 2 in replacement of Clauses 13.1-13.14 for the Personal Data under Joint Control.

**14. Liability**

14.1 Neither party shall be responsible for any injury, loss, damage, cost or expense suffered by the other party if and to the extent that it is caused by the negligence or wilful misconduct of such party or by breach by such party of its obligations under the Agreement.

14.2 Subject always to clauses 14.3 and 14.4:

14.2.1 the aggregate liability of the Contractor in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortuous or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Contractor; and

14.2.2 the aggregate liability of the Contractor in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortuous or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to the Charges paid or payable to the Contractor; and except in the case of claims arising against the Contractor under clauses 9.4 and 18.3, in no event shall either party be liable to the other for any indirect, special or consequential loss or damage.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff; 14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or 14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Contractor’s liability under the indemnity in clause 9.9 shall be unlimited

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1. **Force Majeure**

The Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

The Customer shall not accept that EU exit is either a force majeure event or a frustration event, as the likely consequences of this process have been widely aired in public for some time, all suppliers have had ample time to plan for continuation of service and performance of contracts will still be possible in most cases.

1. **Termination**

16.1 The Customer may terminate the Agreement at any time by notice in writing to the Contractor to take effect on any date falling at least 1 month (or, if the Agreement is less than three (3) months in duration, at least ten (10) Working Days) later than the date of service of the relevant notice.

16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Contractor with immediate effect if the Contractor:

16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;

16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;

16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Contractor receiving notice specifying the breach and requiring it to be remedied;

16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;

16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;

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16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Contractor (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Contractor’s assets or business, or if the Contractor makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or

16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.

16.3 The Contractor shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.

16.4 The Contractor may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.

16.5 Termination or expiry of the Agreement shall be without prejudice to the rights

of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.

16.6 Upon termination or expiry of the Agreement, the Contractor shall:

16.6.1 give all reasonable assistance to the Customer and any incoming Contractor of the Services; and

16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

**17. Compliance**

17.1 The Contractor shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Customer’s premises and which may affect the Contractor in the performance of its obligations under the Agreement.

17.2 The Contractor shall:

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17.2.1 comply with all the Customer’s health and safety measures while on the Customer’s premises; and

17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer’s premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

17.3 The Contractor shall:

17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer’s equality and diversity policy as provided to the Contractor from time to time; and

17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.

17.4 The Contractor shall supply the Services in accordance with the Customer’s environmental policy as provided to the Contractor from time to time.

17.5 The Contractor shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

17.6 the Official Secrets Acts 1911 to 1989; and
17.7 section 182 of the Finance Act 1989

**18. Prevention of Fraud and Corruption**

18.1 The Contractor shall not offer, give, or agree to give anything, to any person 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 Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

18.2 The Contractor shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Contractor (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

18.3 If the Contractor or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

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18.3.1 terminate the Agreement and recover from the Contractor the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or

18.3.2 recover in full from the Contractor any other loss sustained by the Customer in consequence of any breach of this clause.

1. **Dispute Resolution**

 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute

between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

 19.2 If the dispute cannot be resolved by the Parties within one month of being

escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “Mediator”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a

written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

1. **General**

20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.

20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.

20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.

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20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.

20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.

20.6 The Agreement shall not constitute or imply any partnership, joint venture,

agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party’s behalf.

20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

**21. Notices**

21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e­mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause.

21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.

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21.3 Notices under clauses 15**Error! Reference source not found.** (Force Majeure) a nd 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

**22. Governing Law and Jurisdiction**

The validity, construction and performance of the Agreement, and all contractual and non contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

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**Appendix 1: Specification of Requirement**

**Background / Policy context**

With the expansion of the digital economy, digital trade plays an increasingly important role in international trade.

**Project Aims and Objectives**

The primary aim of this project is to understand how digital trade policy and digital trade provisions in future FTAs can play a role promoting HMG’s clean growth and climate change objectives.

The project will help us gain a better understanding of the environmental impact of digital trade provisions in existing agreements (such as CPTPP, DEPA, DEA). This evidence will be crucial for understanding how digital trade does – or does not – support the government’s Net Zero commitment and what more can be done to support it. At present, we have relatively little evidence on this.

There is no internationally agreed definition of digital trade, however, for this research we will use the one proposed in the OECD-WTO-IMF Handbook on Measuring Digital Trade1. Digital Trade is *‘digitally ordered trade (i.e. e-commerce) and digitally delivered trade, which can be proxied by mode 1 (i.e. cross border) services trade, although digital will also be involved in other services modes of supply.’* While measures of non-monetary data flows are not currently available, this research should also consider the impact of these data flows on the environment. For this project, when we refer to environmental costs or impacts, we are primarily interested in greenhouse gas (GHG) emissions.

**Research questions**

**The successful tenderer must address each of these questions**

**Theme 1: Impact of digital trade and data on the environment**

* How does digital trade currently promote sustainability (GHG emissions and net zero goals)? How does this vary, if at all, across different sectors of the economy?
* What are the environmental costs of digitally delivered services trade (i.e. mode 1)? How does this compare with other modes of supply?
* What are the environmental costs associated with data centres and how does this vary by country or by e.g. electricity supply?
* How has substitution away from international travel and towards digital communication (e.g. any shift from mode 4 to mode 1 services) during the global pandemic affected emissions?

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* What are the environmental costs of digitally ordered trade (i.e. ecommerce)?
* To what extent does the environmental impact of the UK’s digital trade vary by trading partner? *We would like to discuss with the supplier the geographical regions to consider, but likely areas of interest are AsiaPacific, North America and India.*
* How can emerging technology support environmental goals?

**Theme 2: Environmental impact of digital provisions in bilateral and multilateral agreements**

* How do existing provisions on digital and data in agreements like CPTPP, DEPA or DEA affect GHG emissions and the

environment? *Note, the specific agreements mentioned are illustrative; we would like to discuss the most suitable agreements to examine with the supplier.*

* Have provisions to reduce or limit data localisation reduced emissions? If so, how have they achieved this?
* What is the environmental impact of digital trade facilitation measures (e.g. e-trust, paperless trading)?
* In what ways can open government data support innovation and progress in tackling environmental issues, including moving towards net zero emissions?
* Where are the opportunities for international cooperation on digital trade and sustainability?
* What else could be done in FTA digital trade/e-commerce chapters (or other provisions on digital and data) to promote positive environmental outcomes, including other environmental impacts beyond GHG emissions?

o For example, how could the digital trade chapter (or other parts of an agreement) address the issue of electronic waste? o For example, how could the digital trade chapter (or other parts of an agreement) support the corporate disclosure of environmental data?

**Methodology**

The successful tenderer must perform a literature review on the environmental impact of digital trade and the implication for digital and data provisions in FTAs. The Literature review must consider:

* *existing data/analysis on GHG emissions from different types of digital trade (digitally delivered and digitally ordered);*
* *existing data/analysis on GHG emissions for service sectors (e.g. using*

*WIOD, ONS, OECD input-output data)*

* *existing evidence on environmental impact of digital provisions in FTAs.*

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The successful tenderer must also gather qualitative evidence by conducting interviews with leading experts, academics and researchers currently working on digital trade and data and its environmental impact.

***Number of interviews*** *– a minimum of 10 interviews.*

***Individuals to be interviewed*** *– We expect the supplier to propose a list of individuals to be contacted, which will then be discussed and agreed with DIT.*

***Contacting interviewees*** *– DIT may be able to facilitate introductions with some individuals.*

**Deliverables**

1. Initial meeting with Project Manager and DIT team to discuss scope, strategy and risks. To be held once project has been awarded via an MS Teams meeting. This will set the agenda and the future dates for the interim meetings/weekly progress meetings.
2. Update meetings (via MS Teams) on progress, to be held weekly

following the initial meeting.

1. Weekly written updates on progress (both update meetings and written updates should include updates on completed interviews and headline provisional findings, as appropriate).
2. Transcripts and summaries of all interviews, to be delivered on an ongoing basis during the project as these are completed (all

transcripts and summaries to be delivered before project completion).

1. Draft report to be submitted 28th February 2022.
2. Slide deck summarising main findings, presented to DIT officials by the supplier 28th February 2022.
3. Final report, taking account of DIT feedback on the draft report. Provided 24th March 2022. The report must be quality assured by the supplier. It must be formatted according to HMG publication guidelines; DIT may choose to publish the report, or some or all of its findings, externally. The report must include three sections, as well as an executive summary.
* The first part of the report should review the evidence on the environmental impacts of digital trade and summarize the available data (addressing the research questions set out in Theme 1 above).
* The second part of the report will link this to digital provisions in existing FTAs (addressing the research questions set out in Theme 2 above). o A third short section will outline key proposals for how digital trade could best support environmental objectives, along with

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a) suggested methodology to achieve, b) estimated timescale, c) risks.

**Audience**

Policy and analyst teams in DIT are the direct customers of this research. The report must be quality assured by the supplier. It must be formatted according to HMG publication guidelines; DIT may choose to publish the report, or some or all of its findings, externally.

**Project Management**

A Steering Group made up of policy and analytical staff, key stakeholders and a Contract Manager will guide the project. The Steering Group will monitor progress and provide advice, support and guidance on project scope, methodology, policy focus and research outputs. The Governance arrangements are set out in the tables about Personnel and Governance below.

a. **Personnel**

|  |  |
| --- | --- |
| *Project Director* | *The Project Director cannot be replaced until completion unless there are extenuating circumstances that makes the project director no longer available.* |
| *Core Delivery Team* | *The supplier to provide named individuals who will make up the core delivery team. The supplier should also outline how they will provide delivery team cover, should this be necessary.* |

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b. **Governance**

**Meeting/report Content Frequency Format**

*Kick-off meeting Project planning, set out what we expect 1 meeting at project initiation Microsoft Teams.*

*from the project, discuss background and
how the project will be managed. Include
discussions on future working groups*

|  |  |  |
| --- | --- | --- |
| *Weekly working group Meeting along with weekly**written updates.* | *Contract performance. Weekly call to discuss project progress and findings from the weekly written updates. This will be with project manager and working group and supplier.* | *Weekly. Microsoft Teams for weekly meeting and Microsoft word/excel for weekly written updates.* |

|  |  |  |
| --- | --- | --- |
| *Report Provide written summaries and full transcripts of interviews with the 10 academics as and when they are taking place.* | *Weekly during the interview process. Can be included in the weekly updates.* | *Microsoft word or excel.* |

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**Timetable**

* Initial meeting with researcher to discuss strategy- Once research is
underway Date to be arranged once project has been awarded.
* Weekly interim updates on progress and findings. Commencement date to be arranged once project has been awarded. • Supplier to Submit first draft report – February 28th 2022.
* 1 week for DIT to review
* Contractors undertake second phase of literature review to explore additional feedback.
* Slide deck summarising main findings, presented to DIT officials by the supplier 28th February 2022.
* Supplier Submission of final report, project completes and final presentation – 24th t March 2022

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**Appendix 2 – Payment Schedule**

**SINGLE FIXED PRICE PRICING SCHEDULE**

|  |  |
| --- | --- |
| **18** | **Fixed Price (£) (excl. VAT)** |
| Delivery of the final report meeting | £ - |
| Deliverables set out in the Invitation to Tender. | £ - |
| Draft report | £ Redacted Text |
| Final report | £ Redacted Text |
|   | £ - |
| **TOTAL FIXED PRICE (£) (excl.VAT)** | **£** Redacted Text |

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**Appendix 3 – Supplier Proposal**

Redacted Text

**Appendix 4 – Cyber Essentials Scheme**

1. Where the Authority notifies the Contractor that the award of the Contract shall be conditional upon receipt of a valid Cyber Essentials Certificate or equivalent, then on or prior to the execution of the Contract the Contractor shall deliver to the Authority evidence of a valid Cyber Essentials Certificate or equivalent.

2. Where the Contractor continues to process Cyber Essentials Data during the Contract Period the Contractor shall deliver to the Authority evidence of renewal of a valid Cyber Essentials Certificate or equivalent on each anniversary of the first Cyber Essentials Certificate obtained by the Contractor under Clause

3. Where the Contractor is due to Process Cyber Essentials Data after the Contract Commencement Date but before the end of the Contract Period, the Contractor shall deliver to the Authority evidence of:

1. a valid Cyber Essentials Certificate or equivalent (before the Contractor Processes any such Cyber Essentials Data); and
2. renewal of a valid Cyber Essentials Certificate or equivalent on each anniversary of the first Cyber Essentials Certificate obtained by the Contractor under Clause3 (a)

4. In the event that the Contractor fails to comply with Clauses 2 or 3 (as applicable), the Authority reserves the right to terminate the Contract for Material Breach.

**Appendix 5 – Insurance**

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**Required insurances:Employer’s (Compulsory) Liability Insurance = Five Million Pounds Sterling (£5,000,000)Public Liability Insurance = OneMillion Pounds Sterling (£1,000,000)Professional Indemnity Insurance = OneMillion Pounds Sterling (£1,000,000)**

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**Schedule 1– Schedule of Processing, Personal Data and Data Subjects**

|  |  |
| --- | --- |
| **Description** | **Details** |
| Identity of the Controller and Processor | N/A |
| Subject matter of the processing | *N/A* |
| Duration of the processing | *N/A* |
| Nature and purposes of the processing | *N/A* |
| Type of Personal Data being Processed | *N/A* |
| Categories of Data Subject | *N/A* |
| 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 | *N/A* |

**END OF DOCUMENT**

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