



Dated 24th January 2024

(1) The Coal Authority

(2) Corporate Project Solutions

Terms and Conditions for the supply of services to the Coal Authority



Making a **better future** for people
and the environment **in mining areas**

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DATE: 24th January 2024

(1) **THE COAL AUTHORITY**, established pursuant to Section 1 of the Coal Industry Act 1994, of 200 Lichfield Lane, Berry Hill, Mansfield, Nottinghamshire, NG18 4RG (the “**Authority**”);

and

- (2) **Corporate Project Solutions Limited** incorporated and registered in England and Wales with company number 03014568 whose registered office is at 450 Brook Drive, Reading, Berkshire, RG2 6UU (the "**Contractor**");

together referred to as the "**Parties**".

INTRODUCTION

- (A) The Authority has sought proposals for the provision of a deployment partner for the implementation and maintenance of the Authority's Replacement Project Management Software – Microsoft Project Online by means of a public tender exercise.
- (B) The Authority has, through a competitive process, selected the Contractor to provide these services and the Contractor is willing and able to provide the services in accordance with the terms and conditions of this Contract.

NOW IT IS AGREED between the Authority and the Contractor that:

- (A) Any words beginning with a capital letter shall bear the meaning given in The Coal Authority Provision of Services Conditions of Contract (the "**Conditions**") unless the context requires otherwise.
- (B) The Contract comprises the:
- i) Invitation and Instructions to Tender
 - ii) Form of Tender
 - iii) Specification
 - iv) Charges and Payment Schedule
 - v) Conditions of Contract
 - vi) Tender Response Document
 - vii) Replacement Project Management System ITT Feedback/Acknowledgement Letter
- (C) The Contractor shall provide the Services in accordance with the provisions of the Contract.
- (D) Subject to compliance by the Contractor with the provisions of the Contract to the satisfaction of the Authority, the Authority shall pay the Contract Price to the Contractor.

(E) Agreed terms**1 Definitions and Interpretation**

1.1 The following definitions and rules of interpretation in this clause apply in this Contract.

Authorised Representatives	the persons respectively designated as such by the Authority and the Contractor, the first such persons being set out in Schedule 4.
Authority Assets	any materials, plant or equipment owned or held by the Authority and provided by the Authority to the Contractor for use in providing the Services.
Best Industry Practice	the standards which fall within the upper quartile in the relevant industry for the provision of comparable services which are substantially similar to the Services or the relevant part of them, having regard to factors such as the nature and size of the Parties, the term, the pricing structure and any other relevant factors.
Bribery Act	the Bribery Act 2010 together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
Catastrophic Failure	(a) any action by the Contractor, whether in relation to the Services and this Contract or otherwise, which in the reasonable opinion of the Authority's Authorised Representative has or may cause significant harm to the reputation of the Authority;
Change	any change to this Contract including to any of the Services.
Charges	the charges which shall become due and payable by the Authority to the Contractor in respect of the Services in accordance with the provisions of this Contract, as such charges are set out in Schedule 2.
Commencement Date	24 th January 2024

Commercially Sensitive Information

the information listed in Schedule 5 comprising the information of a commercially sensitive nature relating to the Contractor, its Intellectual Property or its business or which the Contractor has indicated to the Authority that, if disclosed by the Authority, would cause the Contractor significant commercial disadvantage or material financial loss.

Confidential Information

all confidential information (however recorded or preserved) disclosed by a Party, or its Representatives, to the other Party and that Party's Representatives in connection with this Contract, including but not limited to:

- (a) any information that would be regarded as confidential by a reasonable business person relating to:
 - (i) the business, affairs, customers, contractors or plans of the disclosing Party; and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party;
- (b) any information developed by the Parties in the course of carrying out this Contract;
- (c) Personal Data;
- (d) any Commercially Sensitive Information;

Contract

the main body of this contract, the schedules to it, and the other Contract Documents.

Contract Documents

means:

- Invitation and Instructions to Tender;
- Form of Tender
- Specification
- Charges and Payment Schedule
- Conditions of Contract
- Tender Response Document

- Replacement Project Management System
ITT Feedback/Acknowledgement Letter

Contract Year	a period of 36 months with the option to extend by a further 12 months, commencing on the Commencement Date.
Contractor's Personnel	all employees, staff, other workers, agents and consultants of the Contractor and of any Sub-Contractors who are engaged in the provision of the Services from time to time.
Data Controller	has the meaning given to 'Data Controller', or 'Controller' as appropriate, in the Data Protection Legislation.
Data Processor	has the meaning given to 'Data Processor' or 'Processor' as appropriate, in the Data Protection Legislation.
Data Protection Legislation	Means all applicable privacy and data protection laws including the General Data Protection Regulation ((EU) 2016/679) and any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the UK GDPR, Data Protection Act 2018, the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.
Data Subject	shall have the meaning given in the Data Protection Legislation.
Default Notice	is defined in clause 6.2.
Dispute	has the meaning given in clause 17.1.
Dispute Notice	has the meaning given in clause 17.1.1.
Dispute Resolution Procedure	the procedure set out in clause 17.
EIRs	the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the

	Information Commissioner or relevant government department in relation to such regulations.
FOIA	the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.
Health and Safety Policy	the health and safety policy of the Authority as provided to the Contractor on or before the Commencement Date as updated and amended from time to time except any provision of any such subsequently provided policy that cannot be reasonably reconciled to ensuring compliance with applicable law regarding health and safety.
Initial Term	the period commencing on the Commencement Date and ending on the third anniversary of the Commencement Date.
Intellectual Property	any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trade marks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other Intellectual Property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites.
Invitation and Instructions to Tender	the Authority's invitation and instructions to tender to prospective Contractors to supply the Services CA18/05334 – 1 st September 2023.
Key Personnel	those personnel which may be identified in Schedule 4 for the roles attributed to such personnel, as modified pursuant to clause 12.
Management Reports	the reports to be prepared and presented by the Contractor in accordance with clause 15 and Schedule 4

Mediation Notice	has the meaning given in clause 17.1.3
Necessary Consents	all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the Services
Personal Data	shall have the meaning given in the Data Protection Legislation.
Processing	shall have the meaning given in the Data Protection Legislation and the terms "Process" and "Processed" shall be construed accordingly.
Remediation Notice	has the meaning given in clause 27.1.1.
Replacement Services	any services that are identical or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the termination or expiry of this Contract, whether those services are provided by the Authority internally or by any Replacement Contractor.
Replacement Contractor	any third party contractor of Replacement Services appointed by the Authority from time to time.
Representatives	means, in relation to a Party, its employees, officers, representatives and advisors.
Request for Information	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA, the EIRs or the Coal Industry Act 1994.
Required Insurances	has the meaning given to it in clause 21.1.
Services	the services to be delivered by or on behalf of the Contractor under this Contract, as more particularly described in Specification.
[Service Commencement Date]	24 th January 2024
Specification	the specification (including any appendices to it) attached to the Invitation and Instructions to

Tender describing the Services, as may be varied from time to time in accordance with clause 42.

Sub-Contract any contract between the Contractor and a third party pursuant to which the Contractor agrees to source the provision of any of the Services from that third party.

Sub-Contractor any third party that enters into a Sub-Contract with the Contractor.

Tender Response Document the tender submitted by the Contractor and other associated documentation.

Term the period of the Initial Term as may be varied by:

- (a) any Extension Period (as defined in clause 3.1); or
- (b) the earlier termination of this Contract in accordance with its terms.

Termination Date the date of expiry or termination of this Contract.

Termination Payment Default the Authority's failure to pay any undisputed Charges due to the Contractor within 60 days of the relevant invoice becoming due and payable.

UK GDPR the General Data Protection Regulation ((EU) 2016/679) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, as modified by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019, as updated, superseded or repealed from time to time.

Working Day Monday to Friday, excluding any public holidays in England and Wales.

Working Hours the period from 9.00 am to 5.00 pm on any Working Day.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Contract.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.4 The Schedules form part of this Contract and shall have effect as if set out in full in the body of this Contract and any reference to this Contract includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes any subordinate legislation for the time being in force made under it.
- 1.9 A reference to **writing** or **written** includes fax but not e-mail.
- 1.10 Any obligation in this Contract on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 A reference in this Contract to any other agreement or a document is a reference to such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Contract) from time to time.
- 1.12 References to clauses and Schedules are to the clauses and Schedules of this Contract and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.13 Reference to laws means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Contractor is bound to comply, as amended and updated from time to time.
- 1.14 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 If there is any conflict or inconsistency between the provisions in the main body of this Contract and the Schedules, such conflict or inconsistency shall be resolved according to the following order of priority:
 - 1.15.1 the clauses of this Contract;
 - 1.15.2 the Specification;

- 1.15.3 the Invitation and Instructions to Tender;
- 1.15.4 the Tender Response Document;
- 1.15.5 Charges and Payment Schedule
- 1.15.6 Replacement Project Management System ITT
Feedback/Acknowledgement Letter

Commencement and duration

2 Term

This Contract shall take effect on the Commencement Date and shall continue for the Term.

3 Extending the initial term

- 3.1 The Authority may extend this Contract beyond the Initial Term by a further period or periods of up to 1 year (each such extension together with any such extensions, being the "**Extension Period**"). If the Authority wishes to extend this Contract, it shall give the Contractor at least 3 months' written notice of such intention before the expiry of the Initial Term or Extension Period.
- 3.2 If the Authority gives such notice then the Term shall be extended by the period set out in the notice.
- 3.3 If the Authority does not wish to extend this Contract beyond the Initial Term this Contract shall expire on the expiry of the Initial Term and the provisions of clause 32 shall apply.

4 Due diligence and Contractor's warranty

- 4.1 The Contractor acknowledges and confirms that:
 - 4.1.1 it has had an opportunity to carry out a thorough due diligence exercise in relation to the Services;
 - 4.1.2 it has raised all relevant due diligence questions with the Authority before the Commencement Date; and
 - 4.1.3 it has entered into this Contract in reliance on its own due diligence.
- 4.2 Save as provided in this Contract, no representations, warranties or conditions are given or assumed by the Authority in respect of any information which is provided to the Contractor by the Authority and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.
- 4.3 The Contractor:

- 4.3.1 as at the Commencement Date, warrants and represents that all information contained in the Tender Response Document remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract; and
- 4.3.2 shall promptly notify the Authority in writing if it becomes aware during the performance of this Contract of any inaccuracies in any information provided to it by the Authority during such due diligence which materially and adversely affects its ability to perform the Services.
- 4.4 The Contractor shall not be entitled to recover any additional costs from the Authority which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Authority in accordance with clause 4.3.2.
- 4.5 Nothing in this clause 4 shall limit or exclude the liability of the Authority for fraud or fraudulent misrepresentation.

5 Acknowledgement of the Authority's status

- 5.1 The Contractor acknowledges that the Authority is a non-departmental public body and as such, the Contractor must not, at any time, do anything (or fail to do anything) which is reasonably likely to put the Authority in conflict with its functions as a public authority.
- 5.2 Taking into account clause 5.1, the Contractor acknowledges and agrees that, notwithstanding any other provision in this Contract, the Authority shall, at any time, be entitled to:
 - 5.2.1 make changes to the Services and/or
 - 5.2.2 suspend the performance of the Services and/or any other of its obligation under the Contract, in all cases without liability to the Contractor, where the Authority deems that such action is reasonably necessary in order to prevent the Authority being put in conflict with its functions as a public authority, provided always that the Authority shall:
 - (a) provide the Contractor with notice of any such action as is reasonably practicable in the circumstances;
 - (b) use reasonable endeavours to mitigate the impact of any such action on the Contractor; and
 - (c) reimburse to the Contractor its reasonable and demonstrable additional costs incurred as a result of any such action taken by the Authority.

The Services

6 Supply of services

- 6.1 The Contractor shall provide the Services to the Authority with effect from the Commencement Date and for the duration of this Contract in accordance with the provisions of this Contract.
- 6.2 In the event that the Contractor does not comply with the provisions of clause 6.1 in any way, the Authority may serve the Contractor with a notice in writing setting out the details of the Contractor's default (a "**Default Notice**").

7 Service standards

- 7.1 The Contractor shall provide the Services, or procure that they are provided:
 - 7.1.1 with reasonable skill and care and in accordance with Best Industry Practice;
 - 7.1.2 in all respects in accordance with the Authority's policies listed in Schedule 1; and
 - 7.1.3 in accordance with all applicable law.
- 7.2 Without limiting the general obligation set out in clause 7.1, the Contractor shall (and shall procure that the Contractor's Personnel shall):
 - 7.2.1 perform its obligations under this Contract (including those in relation to the Services) in accordance with:
 - (a) the provisions of the Human Rights Act 1998 in the performance of the Contract. The Contractor shall also undertake, or refrain from undertaking, such acts as the Authority requests so as to enable the Authority to comply with its obligations under the Human Rights Act 1998;
 - (b) all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
 - (c) [the Authority's equality and diversity policy as provided to the Contractor from time to time; and
 - (d) any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality law; and

- 7.2.2 not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination in employment.

8 Necessary consents

- 8.1 The Contractor shall ensure that all Necessary Consents are in place to provide the Services and the Contractor shall bear all costs associated with the same.
- 8.2 Where there is any conflict or inconsistency between the provisions of this Contract and the requirements of a Necessary Consent, then the latter shall prevail, provided that the Contractor has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the Services and the Contractor has notified the Authority in writing of the conflict or inconsistency.

9 Health and safety

- 9.1 The Contractor shall (and shall procure that the Contractor's Personnel shall) perform its obligations under this Contract (including those in relation to the Services) in accordance with:
- 9.1.1 all applicable law regarding health and safety; and
- 9.1.2 the Health and Safety Policy whilst on the Authority's Premises.
- 9.2 The Contractor shall promptly notify the Authority of any health and safety hazards, which may arise in connection with the performance of the Contract. The Authority shall promptly notify the Contractor of any health and safety hazards that may exist or arise at the Authority's Premises and that may affect the Contractor in the performance of the Contract.
- 9.3 The Contractor shall notify the Authority immediately in the event of any incident occurring in the performance of the Contract on the Authority's Premises where that incident causes any personal injury or damage to property that could give rise to personal injury.
- 9.4 The Contractor shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Authority on request.

Charges and payment

10 Payment

- 10.1 In consideration of the provision of the Services by the Contractor in accordance with the terms and conditions of this Contract, the Authority shall pay the Charges to the Contractor.

- 10.2 The Contractor shall invoice the Authority for payment of the Charges at the time the Charges are expressed to be payable in accordance with Schedule 2. All invoices shall be directed to Authority's Authorised Representative.
- 10.3 Where the Contractor submits an invoice to the Authority in accordance with clause 10.2, the Authority will consider and verify that invoice within 14 days.
- 10.4 The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- 10.5 Where there is an undue delay in the Authority considering and verifying the invoice, the invoice shall be regarded as valid and undisputed, for the purposes of clause 10.4, 14 days after the date on which it is received by the Authority.
- 10.6 Where any Party disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be determined in accordance with clause 17.
- 10.7 Interest shall be payable on the late payment of any undisputed Charges properly invoiced under this Contract in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. The Contractor shall not suspend the supply of the Services if any payment is overdue except in accordance with Termination under clause 27.3 owing to a Termination Payment Default.
- 10.8 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice. The Contractor shall indemnify the Authority against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Authority at any time in respect of the Contractor's failure to account for, or to pay, any VAT relating to payments made to the Contractor under this Contract.
- 10.9 The Contractor shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the Authority pursuant to this Contract and such records shall be available for inspection by the Authority on its reasonable request.
- 10.10 The Authority may retain or set off any sums owed to it by the Contractor which have fallen due and payable against any sums due to the Contractor under this Contract.
- 10.11 The Contractor shall make any payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise, unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Contractor.

10.12 Where the Contractor enters into a Sub-Contract the Contractor shall include in that Sub-Contract:

- 10.12.1 provisions having the same effect as clauses 10.3, 10.4 and 10.5 of the Contract; and
- 10.12.2 a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clauses 10.3, 10.4, 10.5 and 10.12 of this Contract

11 Change control and continuous improvement

- 11.1 The Authority's Authorised Representative and the Contractor's Authorised Representative shall meet at least once every quarter, unless otherwise agreed to discuss matters relating to the Services. If either party wishes to change the scope or execution of the Services, it shall submit details of the requested change to the other in writing.
- 11.2 If either party requests a change to the scope or execution of the Services, the Contractor shall, within a reasonable time (and in any event not more than 14 Working Days after receipt of the Authority's request), provide a written estimate to the Authority of:
 - 11.2.1 the likely time required to implement the change;
 - 11.2.2 any necessary variations to the Charges arising from the change; and
 - 11.2.3 any other impact of the change on the Contract.
- 11.3 Unless both parties consent to a proposed change, there shall be no change to the Contract.
- 11.4 If both parties consent to a proposed change, the change shall be made, only after agreement of the necessary variations to the Charges, the Services and any other relevant terms of the Contract to take account of the change that has been reached and this Contract has been varied in accordance with clause 42.
- 11.5 If the Contractor requests a change to the scope or execution of the Services, in order to comply with any applicable safety or statutory requirements, and such changes do not materially affect the nature, scope of, or charges for the Services, the Authority shall not unreasonably withhold or delay consent to it. Unless the Contractor's request was attributable to the Authority's non-compliance with the Authority's obligations, neither the Charges or any other terms of the Contract shall vary as a result of such change.
- 11.6 The Contractor shall have an ongoing obligation throughout the Term to identify new or potential improvements to the Services.

- 11.7 Any potential Changes highlighted as a result of the Contractor's reporting in accordance with clause 15 shall be addressed by the parties using the procedure set out in this clause 11.

Staff

12 Key Personnel

- 12.1 Each Party may elect to appoint any persons named as such in Schedule 4 as the individuals who shall be responsible for the matters allocated to such Key Personnel. The Key Personnel shall have the authority to act on behalf of their respective party on the matters for which they are expressed to be responsible.
- 12.2 Should the parties elect to appoint Key Personnel, the Contractor shall not remove or replace any of the Key Personnel unless:
- 12.2.1 requested to do so by the Authority;
 - 12.2.2 the person is on long-term sick leave;
 - 12.2.3 the person resigns from their employment with the Contractor; or
 - 12.2.4 the Contractor obtains the prior written consent of the Authority.
- 12.3 The Contractor shall inform the Authority of the identity and background of any replacements for any of the Key Personnel as soon as a suitable replacement has been identified.
- 12.4 Where either of the parties have elected to appoint Key Personnel, each Party shall ensure that the role of each of its Key Personnel is not vacant (in terms of a permanent representative) for more than ten Working Days. Any replacement shall be as, or more, qualified and experienced as the previous incumbent and fully competent to carry out the tasks assigned to the Key Personnel whom they have replaced. A temporary replacement shall be identified with immediate effect from the Contractor or the Authority after becoming aware of the role becoming vacant.
- 12.5 The Authority may require the Contractor to remove, or procure the removal of, any of its Key Personnel whom it considers, in its reasonable opinion, to be unsatisfactory for any reason which has a material impact on such person's responsibilities.
- 12.6 If the Contractor replaces any Key Personnel as a consequence of this clause 12, the cost of effecting such replacement shall be borne by the Contractor.

13 Other personnel used to provide the services

- 13.1 At all times, the Contractor shall ensure that:

- 13.1.1 each of the Contractor's Personnel is suitably qualified, adequately trained and capable of providing the applicable Services in respect of which they are engaged;
 - 13.1.2 there is an adequate number of Contractor's Personnel to provide the Services properly;
 - 13.1.3 all of the Contractor's Personnel comply with all of the Authority's policies.
- 13.2 The Authority may refuse to grant access to, and remove, from the Authority's Premises any of the Contractor's Personnel who do not comply with any of the Authority's policies, or if they otherwise present a security threat.
- 13.3 The Contractor shall replace any of the Contractor's Personnel who the Authority reasonably decides have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Contractor's Personnel for any reason, the Contractor shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Service
- 13.4 The Contractor shall maintain up-to-date personnel records on the Contractor's Personnel engaged in the provision of the Services and shall provide information to the Authority as the Authority reasonably requests on the Contractor's Personnel. The Contractor shall ensure at all times that it has the right to provide these records in compliance with the applicable Data Protection Legislation.

14 Whistle-Blowing

- 14.1 The Authority confirms that its Authorised Representative is authorised as a person to whom the Contractor's Personnel may make a qualifying disclosure under the Public Interest Disclosure Act 1998 ("**PIDA**").
- 14.2 The Contractor agrees and acknowledges that any of the Contractor's Personnel making a protected disclosure (as defined by PIDA) shall not be subjected to any detriment.
- 14.3 Prior to the Contract Date, the Contractor shall, subject to the prior approval by the Authority of its content, adopt a whistle-blowing policy.

Contract management

15 Reporting and meetings

- 15.1 The Contractor shall provide the Management Reports in the form and at the intervals as reasonably requested by the Authority.

- 15.2 The Authorised Representatives shall [and any relevant Key Personnel may] meet as reasonably requested by the Authority, to discuss the reports provided under clause 15.1.

16 Monitoring

- 16.1 The Authority may monitor the performance of the Services by the Contractor.
- 16.2 The Contractor shall co-operate, and shall procure that its Sub-Contractors co-operate, with the Authority in carrying out the monitoring referred to in clause 16.1 at no additional charge to the Authority.

17 Dispute resolution

- 17.1 If a dispute arises out of or in connection with this Contract or the performance, validity or enforceability of it ("**Dispute**") then except as expressly provided in this Contract, the Parties shall follow the procedure set out in this clause:
- 17.1.1 either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the Authorised Representatives shall attempt in good faith to resolve the Dispute;
 - 17.1.2 if the Authorised Representatives are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Authority's People and Resources Director and the Contractor's Commercial Director who shall attempt in good faith to resolve it; and
 - 17.1.3 if the Authority's People and Resources Director and the Contractor's Commercial Director are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR. To initiate the mediation, a Party must serve notice in writing ("**Mediation Notice**") to the other Party to the Dispute, requesting mediation ("**ADR Notice**"). A copy of the ADR notice should be sent to CEDR. The mediation will start not later than 30 days after the date of the ADR notice.
- 17.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clause 40 which clause shall apply at all times.

18 Sub-Contracting and assignment

- 18.1 Subject to clause 18.3, neither Party shall assign, novate, subcontract or otherwise dispose of any or all of its rights and obligations under this Contract without the prior written consent of the other Party, neither may the Contractor sub-contract the whole or any part of its obligations under this Contract except with the express prior written consent of the Authority, such consent not to be unreasonably withheld.
- 18.2 In the event that the Contractor enters into any Sub-Contract in connection with this Contract it shall:
- 18.2.1 remain responsible to the Authority for the performance of its obligations under the Contract notwithstanding the appointment of any Sub-Contractor and be responsible for the acts omissions and neglects of its Sub-Contractors;
 - 18.2.2 impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to this Contract and shall procure that the Sub-Contractor complies with such terms; and
 - 18.2.3 provide a copy, at no charge to the Authority, of any such Sub-Contract on receipt of a request for such by the Authority's Authorised Representative.
- 18.3 The Authority shall be entitled to novate (and the Contractor shall be deemed to consent to any such novation) the Contract to any other body which substantially performs any of the functions that previously had been performed by the Authority.

Liability

19 Indemnities

- 19.1 Subject to clause 19.2, the Contractor shall indemnify and keep indemnified the Authority against all liabilities, costs, expenses, damages and losses incurred by the Authority arising out of or in connection with:
- 19.1.1 the Contractor's breach or negligent performance or non-performance of this Contract;
 - 19.1.2 any claim made against the Authority arising out of or in connection with the provision of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Contract by the Contractor or Contractor Personnel;
 - 19.1.3 the enforcement of this Contract.

- 19.2 The indemnity under clause 19.1 shall apply except insofar as the liabilities, costs, expenses, damages and losses incurred by the Authority are directly caused (or directly arise) from the negligence or breach of this Contract by the Authority or its Representatives.

20 Limitation of liability

- 20.1 Subject to clause 20.2, neither Party shall be liable to the other Party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this Contract.
- 20.2 Notwithstanding the provisions of clause 20.1, but subject to clause 20.4, the Contractor assumes responsibility for and acknowledges that the Authority may, amongst other things, recover:
- 20.2.1 sums paid by the Authority to the Contractor pursuant to this Contract, in respect of any services not provided in accordance with the Contract;
 - 20.2.2 wasted expenditure;
 - 20.2.3 additional costs of procuring and implementing replacements for, or alternatives to, the Services, including consultancy costs, additional costs of management time and other personnel costs and costs of equipment and materials;
 - 20.2.4 any claim, demand, fine, penalty, action, investigation or proceeding by any third party (including any Subcontract, Contractor's Personnel, regulator or customer of the Authority) against the Authority caused by the act or omission of the Contractor;
 - 20.2.5 any anticipated savings
- 20.3 Each Party shall at all times take all reasonable steps to minimise and mitigate any loss or damage arising out of or in connection with this Contract, including any losses for which the relevant party is entitled to bring a claim against the other party pursuant to the indemnities in this Contract.
- 20.4 Subject to clause 20.1 and clause 20.6, the Contractor's aggregate liability:
- 20.4.1 is unlimited in respect of:
 - (a) the indemnities in clauses 10.8, 20.1, 24.10 or 32.2 or Schedule 5
 - (b) any breach of clause 30;
 - (c) the Contractor's wilful default

20.4.2 in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Contract, shall be limited in each Contract Year to 100% of the total Charges payable in such Contract Year.

20.5 Subject to clause 20.1 and clause 20.6, the Authority's aggregate liability to the Contractor for all claims, losses or damages, whether arising from tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Contract (other than a failure to pay any of the Charges that are properly due and payable and for which the Authority shall remain fully liable), shall be limited in any Contract Year to 100% of the annual contract year figure.

20.6 Notwithstanding any other provision of this Contract neither Party limits nor excludes its liability for:

20.6.1 fraud or fraudulent misrepresentation;

20.6.2 death or personal injury caused by its negligence (or the negligence of its personnel, agents or subcontractors);

20.6.3 breach of any obligation as to title implied by statute; or

20.6.4 any other liability for which may not be limited under any applicable law.

21 Insurance

21.1 During the Term, the Contractor shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance, employers' liability insurance and public liability insurance (the "**Required Insurances**") to cover such heads of liability as may arise under or in connection with the Contract, and shall, on the Authority's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

21.2 If, for whatever reason, the Contractor fails to give effect to and maintain the Required Insurances, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.

21.3 The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract.

21.4 The Contractor shall hold and maintain the Required Insurances for a minimum of six years following the expiration or earlier termination of the Contract.

Information

22 Freedom of information

- 22.1 The Contractor acknowledges that the Authority is subject to the requirements of the FOIA and the EIR and shall assist and co-operate with the Authority (at the Contractor's expense) to enable the Authority to comply with these information disclosure requirements.
- 22.2 The Contractor shall and shall procure that its Sub-Contractors shall:
(a) transfer the Request for Information to the Authority as soon as practicable after receipt and in any event within two Working Days of receipt; and (b) provide all necessary assistance to and co-operate with the Authority in dealing with a Request for Information.
- 22.3 The Authority shall be responsible for determining at its absolute discretion whether any Commercially Sensitive Information and/or any other Information: (a) is exempt from disclosure in accordance with the provisions of the FOIA or the EIR; and/or (b) is to be disclosed in response to a Request for Information.
- 22.4 The Contractor acknowledges that the Authority may be obliged under the FOIA or the EIR to disclose Information without consulting with the Contractor.

23 Data protection

- 23.1 Where the Contractor, pursuant to this Contract, processes Personal Data on behalf of the Authority, the Contractor acknowledges that the Authority is the Data Controller and the owner of such Personal Data, and that the Contractor is the Data Processor.
- 23.2 The Data Processor warrants that it has complied, and shall continue to comply, with the requirements of the applicable Data Protection Legislation and all other data protection legislation in any jurisdiction relevant to the exercise of its rights or the performance of its obligations under this Contract.
- 23.3 In respect of any Personal Data to be processed by the Data Processor pursuant to this Contract for which the Authority is Data Controller, the Data Processor shall:
 - 23.3.1 have in place and at all times maintain appropriate technical and organisational measures in such a manner as is designed to ensure the protection of the rights of the data subject and to ensure a level of security appropriate to the risk and shall implement any reasonable security measures as requested by the Authority from time to time;
 - 23.3.2 not engage any sub-processor without the prior specific or general written authorisation of the Authority (and in the case of general written authorisation; the Data Processor shall inform the Authority of any intended changes

concerning the addition or replacement of other processors and the Authority shall have the right to object to such changes);

- 23.3.3 ensure that each of the Data Processor's employees, agents, consultants, subcontractors and sub-processors are made aware of the Data Processor's obligations under this clause and enter into binding obligations with the Data Processor to maintain the levels of security and protection required under this clause. The Data Processor shall ensure that the terms of this clause are incorporated into each agreement with any sub-processor, subcontractor, agent or consultant to the effect that the sub-processor, subcontractor, agent or consultant shall be obligated to act at all times in accordance with duties and obligations of the Data Processor under this clause. The Data Processor shall at all times be and remain liable to the Authority for any failure of any employee, agent, consultant, subcontractor or sub-processor to act in accordance with the duties and obligations of the Data Processor under this clause;
- 23.3.4 process that Personal Data only on behalf of the Authority in accordance with the Authority's instructions as set out in Schedule 6 and to perform its obligations under this Contract or other documented instructions and for no other purpose save to the limited extent required by law;
- 23.3.5 (at no additional cost to the Authority) within 7 days following the end of the term of this Contract, deliver to the Authority (in such format as the Authority may require) a full and complete copy of all Personal Data, and, following confirmation of receipt from the Authority, permanently remove the Personal Data (and copies) from the Data Processor's systems, and the Data Processor shall certify to the Authority that it has complied with these requirements, and such Personal Data shall remain confidential in perpetuity;
- 23.3.6 ensure that all persons authorised to access the Personal Data are subject to obligations of confidentiality and receive training to ensure compliance with this Contract and the Data Protection Legislation;
- 23.3.7 make available to the Authority all information necessary to demonstrate compliance with the obligations laid out in Article 28 of GDPR and this Contract and allow for and contribute to audits, including inspections, conducted by the Authority or another auditor mandated by the Authority, of the Data Processor's Processing facilities, procedures and documentation (and the facilities, procedures and documentation of any sub-processors) in order to ascertain compliance with this Schedule, within 5

Working Days of request by the Authority and, following any such audit, without prejudice to any other rights of the Authority, the Data Processor shall implement such measures which the Authority considers reasonably necessary to achieve compliance with the Data Processor's obligations under this clause; provided that, in respect of this provision the Data Processor shall immediately inform the Authority if, in its opinion, an instruction infringes Data Protection Legislation;

- 23.3.8 taking into account the nature of the Processing, provide assistance to the Authority, within such timescales as the Authority may require from time to time, in connection with the fulfilment of the Authority's obligation as Data Controller to respond to requests for the exercise of data subjects' rights pursuant to Chapter III of the GDPR to the extent applicable;
- 23.3.9 provide the Authority with assistance in ensuring compliance with articles 32 to 36 (inclusive) of the GDPR (concerning security of processing, data breach notification, communication of a personal data breach to the data subject, data protection impact assessments, and prior consultation with supervisory authorities) to the extent applicable to the Authority, taking into account the nature of the Processing and the information available to the Data Processor;
- 23.3.10 (at no additional cost to the Authority) deal promptly and properly with all enquiries or requests from the Authority relating to the Personal Data and the Processing activities, promptly provide to the Authority in such form as the Authority may request, a copy of any Personal Data requested by the Authority;
- 23.3.11 (at no additional cost to the Authority) assist the Authority (where requested by the Authority) in connection with any regulatory or law enforcement authority audit, investigation or enforcement action in respect of the Personal Data;
- 23.3.12 immediately notify the Authority in writing about:
 - any data breach or any accidental loss, disclosure or unauthorised access of which the Data Processor becomes aware in respect of Personal Data that it processes on behalf of the Authority;
 - any request for disclosure of the Personal Data by a law enforcement authority (unless otherwise prohibited);

any access request or complaint received directly from a Data Subject (without responding other than to acknowledge receipt).

- 23.3.13 maintain a record of its Processing activities in accordance with Article 30 of the GDPR;
 - 23.3.14 process Personal Data only in accordance with the details set out in the Data Processing Table set out in Schedule 6 and as amended by the Authority by notice in writing (acting reasonably) from time to time to reflect changes to the Services or the way in which they are delivered; and
 - 23.3.15 indemnify the Authority against all liabilities, claims, costs, expenses, damages and Losses suffered or incurred by the Authority or for which it may become liable as a result of or in connection with any failure of the Data Processor, its employees, agents, consultants, Sub-Contractors or sub-processors to comply with this Contract.
- 23.4 In respect of any Personal Data to be processed by a Party or third party acting as Data Processor pursuant to this Contract for which the other Party is Data Controller, the Data Processor shall not transfer the Personal Data outside of the UK or the European Economic Area or to an international organisation without:
- 23.4.1 obtaining the written permission of the Data Controller;
 - 23.4.2 ensuring appropriate levels of protection, including any appropriate safeguards if required, are in place for the Personal Data in accordance with the Data Protection Legislation;
 - 23.4.3 notifying the Data Controller of the protections and appropriate safeguards in paragraph 23.4.2 above;
 - 23.4.4 documenting and evidencing the protections and appropriate safeguards in paragraph 23.4.2 above and allowing the Data Controller access to any relevant documents and evidence.

24 Confidentiality

- 24.1 Subject to clause 24.2, a party ("**receiving party**") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are disclosed to the receiving party by the other party ("**disclosing party**"), its employees, agents or subcontractors, and any other Confidential Information concerning the disclosing party's business, its products or its services which the receiving party may obtain. The receiving party shall only disclose such Confidential Information to those of its employees, agents or subcontractors who need to know the same for the purpose of discharging the receiving party's obligations under the Contract,

and shall ensure that such employees, agents or subcontractors shall keep such information confidential.

- 24.2 A receiving party may disclose the disclosing party's Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of this disclosure as possible.

25 Audit

- 25.1 During the Term and for a period of six (6) years after the Termination Date, the Authority (acting by itself or through its Representatives) may conduct or be subject to an audit.
- 25.2 Except where an audit is imposed on the Authority by a regulatory body, the Authority may not conduct an audit under this clause 25 more than twice in any calendar year.
- 25.3 The Authority shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services.
- 25.4 Subject to the Authority's obligations of confidentiality, the Contractor shall on demand provide the Authority and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit.
- 25.5 The Authority shall endeavour to (but is not obliged to) provide at least 15 Working Days' notice of its intention or, where possible, a regulatory body's intention, to conduct an audit.
- 25.6 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material failure to perform its obligations under this Contract in any material manner by the Contractor in which case the Contractor shall reimburse the Authority for all the Authority's reasonable costs incurred in the course of the audit.
- 25.7 If an audit identifies that:
- 25.7.1 the Contractor has failed to perform its obligations under this Contract in any material manner, the Parties shall agree and implement a remedial plan. If the Contractor's failure relates to a failure to provide any information to the Authority about the Charges, proposed Charges or the Contractor's costs, then the remedial plan shall include a requirement for the provision of all such information;
- 25.7.2 the Authority has overpaid any Charges, the Contractor shall pay to the Authority the amount overpaid within 20

days. The Authority may deduct the relevant amount from the Charges if the Contractor fails to make this payment; and

- 25.7.3 the Authority has underpaid any Charges, the Authority shall pay to the Contractor the amount of the under-payment less the cost of audit incurred by the Authority if this was due to a default by the Contractor in relation to invoicing] within 20 days.

26 Intellectual property

- 26.1 The Contractor assigns to the Authority, with full title guarantee and free from all third party rights, the Intellectual Property and all other rights in the products of the Services.
- 26.2 The Contractor shall, promptly at the Authority's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Authority may from time to time require for the purpose of securing for the Authority the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property and all other rights assigned to the Authority in accordance with clause 26.1.
- 26.3 The Contractor shall obtain waivers of any moral rights in the products of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

Termination

27 Termination for breach

- 27.1 The Authority may terminate this Contract in whole or part with immediate effect by the service of written notice on the Contractor in the following circumstances:
- 27.1.1 if the Contractor is in breach of any material obligation under this Contract provided that if the breach is capable of remedy, the Authority may only terminate this Contract under this clause 27.1 if the Contractor has failed to remedy such breach within 28 days of receipt of notice from the Authority (a "**Remediation Notice**") to do so;
- 27.1.2 if the Contractor repeatedly breaches any of the terms of the Contract 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 of the Contract;
- 27.1.3 if a Catastrophic Failure has occurred;

- 27.1.4 if a resolution is passed or an order is made for the winding up of the Contractor (otherwise than for the purpose of solvent amalgamation or reconstruction) or the Contractor becomes subject to an administration order or a receiver or administrative receiver is appointed over or an encumbrancer takes possession of any of the Contractor's property or equipment;
 - 27.1.5 if the Contractor ceases or threatens to cease to carry on business in the United Kingdom;
 - 27.1.6 if there is a change of control of the Contractor within the meaning of section 1124 of the Corporation Tax Act 2010
- 27.2 If this Contract is terminated by the Authority pursuant to this clause 27, such termination shall be at no loss or cost to the Authority and the Contractor hereby indemnifies the Authority against any such losses or costs which the Authority may suffer as a result of any such termination.
- 27.3 The Contractor may terminate this Contract in the event that the Authority commits a Termination Payment Default by giving 30 days' written notice to the Authority. In the event that the Authority remedies the Termination Payment Default in the 30 day notice period, the Contractor's notice to terminate this Contract shall be deemed to have been withdrawn.

28 Termination on notice

Without affecting any other right or remedy available to it, the Authority may terminate this Contract in whole or in part at any time by giving three (3) months' written notice to the Contractor.

29 Unforeseen events

Neither party shall be liable to the other for any delay or failure in performing its obligations under the Contract to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable, provided that the Contractor shall use all reasonable endeavours to cure any such events or circumstances and resume performance under the Contract. If any events or circumstances prevent the Contractor from carrying out its obligations under the Contract for a continuous period of more than 40 Working Days, the Authority may terminate this Contract immediately by giving written notice to the Contractor.

30 Prevention of bribery

30.1 The Contractor undertakes to the Authority that:

- 30.1.1 it will not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act;
 - 30.1.2 it has, or, if it has not, it will promptly implement, and will maintain in place, "Adequate Procedures", as referred to in section 7(2), Bribery Act and any guidance issued by the Secretary of State under section 9, Bribery Act, to prevent any Associated Person (as defined by section 8, Bribery Act) from undertaking any conduct that would give rise to an offence under section 7, Bribery Act; and
 - 30.1.3 from time to time, at the reasonable request of the Authority, it will confirm in writing that it has complied with its undertaking under clauses 30.1.1 and 30.1.2 and will provide any information reasonably requested by the Authority in support of such compliance.
- 30.2 A breach of this clause 30 shall entitle the Authority to terminate the Contract by giving written notice to the Contractor and such notice shall specify the date of termination.

31 Anti-Slavery and Human Trafficking laws and policies

- 31.1 In performing its obligations under the Contract, the Contractor shall:
- 31.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;
 - 31.1.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
 - 31.1.3 include in its contracts with its direct Sub-Contractors and Contractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 31.
- 31.2 The Contractor shall indemnify the Authority against any losses incurred by, or awarded against, the Authority as a result of any breach of the Modern Slavery Act 2015.
- 31.3 The Authority may terminate this Contract with immediate effect by giving written notice to the Contractor if the Contractor commits a breach the Modern Slavery Act 2015.

32 Consequences of termination or expiry

- 32.1 On the expiry of the Term or if this Contract is terminated in whole or in part for any reason, the Contractor shall co-operate fully with

the Authority to ensure an orderly migration of the Services to the Authority or, at the Authority's request, a Replacement Contractor.

- 32.2 On termination or expiry of this Contract the Contractor shall procure that all data and other material belonging to the Authority shall be delivered to the Authority forthwith and the Contractor's Authorised Representative shall certify full compliance with this clause.
- 32.3 Any provision of this Contract that expressly or by implication is intended to come into or continue force on or after termination or expiry, including clauses 17 (Dispute Resolution), 19 (Indemnities), 20 (Limitation of liability), 21 (Insurance), 22 (Freedom of information), 23 (Data Protection), 24 (Confidentiality), 25 (Audit), 26 (Intellectual Property), 27 (Termination for Breach), this clause 32 (Consequences of termination or expiry), and clauses 34-43 inclusive, shall remain in full force and effect.
- 32.4 Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the Termination Date.

General provisions

33 Waiver

A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

34 Severability

If any of the provisions of the Contract is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of them will not be prejudiced.

35 Partnership or agency

Nothing in the Contract shall be construed as constituting a partnership between the parties or as constituting either party as the agent of the other for any purpose whatsoever except as specified by the terms of the Contract.

36 Third party rights

A person who is not a party to the Contract shall not have any rights under or in connection with it.

37 Publicity

Unless the Contactor has the prior written consent of the Authority, the Contactor shall not make any press announcements or publicise the Contract or its contents in any way, or use the Authority's name or brand in any promotion or marketing or announcement of orders.

38 Notices

38.1 Any notice given to a party under or in connection with this contract shall be in writing marked for the attention of the party's Authorised Representative and shall be delivered by hand or by pre-paid first-class post or other next Working Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

38.2 Any notice shall be deemed to have been received:

38.2.1 if delivered by hand, on signature of a delivery receipt [or at the time the notice is left at the proper address];

38.2.2 if sent by pre-paid first-class post or other next Working Day delivery service, at [9.00 am] on the [second] Working Day after posting [or at the time recorded by the delivery service].

38.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

38.4 A notice shall not be valid if sent by email.

39 Entire agreement

The Contract Documents, the schedules and the documents annexed to it or otherwise referred to in it contain the whole agreement between the parties relating to the subject matter of the Contract and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

40 Governing law and jurisdiction

The Contract shall be governed by and construed in accordance with the law of England. The parties agree, subject to clause 17, that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract.

41 Authority's Premises and Assets

41.1 The Authority shall, subject to clause 9 and clause 13, provide the Contractor (and its Sub-Contractors) with access to such parts of the Authority's Premises as the Contractor reasonably requires for the purposes only of providing the Services. The Contractor's right of

access will terminate upon termination of this Contract, subject to clause 41.3.

41.2 The Authority shall provide the Contractor with such accommodation and facilities in the Authority's Premises as is agreed by the Parties from time to time.

41.3 Subject to the requirements of clause 32, in the event of the expiry or termination of the Contract, the Authority shall on reasonable notice provide the Contractor with such access as the Contractor reasonably requires to the Authority's Premises to remove any of the Contractor's equipment. All such equipment shall be promptly removed by the Contractor.

41.4 The Contractor shall ensure that:

41.4.1 where using the Authority's Premises and any Authority Assets, they are kept properly secure;

41.4.2 only those of the Contractor's Personnel that are duly authorised to enter upon the Authority's Premises for the purposes of providing the Services, do so; and

41.4.3 any Authority Assets used by the Contractor are maintained (or restored at the end of the Term) in the same or similar condition as at the Commencement Date (fair wear and tear excepted).

41.5 The Contractor shall notify the Authority immediately on becoming aware of any damage caused by the Contractor, its agents, employees or Sub-Contractors to any property of the Authority, to any of the Authority's Premises or to any property of any other recipient of the Services in the course of providing the Services.

42 Variation

No variation of the Contract shall be valid unless it is in writing and signed by, or on behalf of, each of the parties.

43 Counterparts


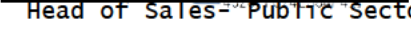
This Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Contract, but all the counterparts shall together constitute the same Contract. No counterpart shall be effective until each party has executed at least one counterpart.

The parties entered into this Contract on the date stated at the beginning of it:

SIGNATORIES

The duly authorised representatives of the Parties affix their signatures below:

SIGNED for and on behalf of the Supplier:

Signature: 
Name: 
Role: Head of Sales - "Public" Sector
Date: 24-Jan-2024 | 3:44 PM GMT

SIGNED for and on behalf of the Coal
Authority:

Signature: 
Name: 
Role: Procurement Business Partner
Date: 24-Jan-2024 | 3:51 PM GMT

Schedule 1 Authority's policies

None other than those identified throughout the tender.

Schedule 2 Tender Response Document

As stored in Wisdom Folder CA18/2/17/3

Schedule 3 Charges and payment

1 Calculation of the Charges

The Charges shall be calculated on the basis of the rates and prices set out in this Schedule.

All invoices should be addressed to Finance Department, Coal Authority, 200 Lichfield Lane, Mansfield, Nottinghamshire, NG18 4RG

Invoices should be submitted via email and to: financedepartment@coal.gov.uk

2 Charges based on a fixed price

Service	Year 1 cost (£)	Year 2 cost (£)	Year 3 cost (£)
Implementation & Configuration of software			
Annual System Support			
Support Days (2 per annum)			
Training Costs			
TOTAL			

The annual provision of service charges as laid out above are as per the Pricing schedule in the tender documentation for the Replacement Project Management System, is inclusive of all requirements outlined within the Schedule of rates and the specification.

Prices are fixed for the three year duration of the initial contract period.

Annual charges may be increased by CPI (Consumer Price Index) if the contract is extended for the available 12 month term. This must be communicated and discussed with the Client at the operational service reviews.

The schedule of rates as laid out as part of the Pricing Schedule will be used as part of the service going forward.

3 Cancellation of scheduled services:

3.1 The Contractor needs to schedule its resources and as a result, late changes to agreed schedules for work will result in resources which cannot be utilised. Therefore, as agreed amounts of compensation, if the Authority cancels any planned work within five Business Days of the agreed scheduled dates they will

incur the full charge for the work; whether the work is conducted or not in the future.

Cancellation of any planned work with advance notice of greater;

- 5 Business Days, but less than ten Business days of any agreed scheduled dates, will incur a charge of 50% of the days affected;
- And 10 Business Days will not incur any charge

Where it is agreed that the Authority shall be invoiced and pay for work in advance of work being scheduled by the Authority or an amount is paid by the Authority for as yet undefined Services, such a sum shall remain available for credit against future Services ordered from the Contractor during the following 12 months at the Authority's then current rates and will then lapse. Clause 3.1 shall apply to create a charge for work scheduled but cancelled at short notice.

If the Contractor needs to cancel and / or re-schedule agreed schedules of work, the Contractor shall re-schedule the work to a mutually agreed time for both parties. Invoices for payment shall only be sent once the agreed schedule of work has been completed

Schedule 4 Contract management

1 Authorised Representatives

1.1 The Authority's initial Authorised Representative:
Project Manager - Digital



Service Representative	Area		Project Manager – Digital
Project Sponsor			Principal Programme Manager – Fit for the Future
Procurement Lead			Procurement Business Partner
Health & Safety Response			Principle Health, Safety and Wellbeing Manager
Dispute Resolution Contact		James Lowth	People and Resources Director

1.2 The Contractor's initial Authorised Representative:



2 Key Personnel

2.1  Head of Public Sector Sales



3 Meetings

3.1 Meetings shall be held in accordance with Section 7 – Contract Management & Monitoring Information of the "Authority Requirements" document.

3.2 Quorum – at a minimum the Key personnel identified above

3.3 Frequency – as 3.1

3.4 Agenda – To be agreed at the first service review.

4 Reports

4.1 Reports including but not limited to the delivery of the Monitoring Information Section 7 – Contract Management & Monitoring Information of the "Authority Requirements" document.

4.2 Content - As per 4.1

4.3 Frequency – As per 4.1

4.4 Circulation list

To be agreed between the Client and Contractor at the first service review and / or implementation meeting.

Schedule 5 Commercially Sensitive Information

None identified.

Schedule 6 Data Processing Table

1. For the purposes of this Contract the Authority are a Data Controller and the Contractor is Data Processor.
2. The Contractor shall comply with any further written instructions with respect to Processing by the Authority.
3. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the Processing	The subject matter is the Processing of Personal Data for the purpose of providing technical and consultancy services to deploy and configure Microsoft Project Online on the customers Microsoft Office 365 tenant.
Duration of the Processing	Processing will take place for the entire life of this contract,
Nature and purposes of the Processing	<p>To provide technical and consultancy services to deploy and configure Microsoft Project Online on the customers Microsoft Office 365 tenant. No access to any personal data.</p> <p>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The Customer acknowledges and agrees that the Supplier may process Personal Data on behalf of the Customer in carrying out the Services</p>

	and/or its obligations under the Agreement. The Parties acknowledge and agree for the purposes of the Data Protection Legislation that the Customer is the Controller and the Supplier is a Processor in respect of the provision of the Services
Type of Personal Data	<p>The personal data that will be processed as part of the project will include business contact information for example but not limited to:</p> <ul style="list-style-type: none"> • Name • Role/Position/Title • Office address • Email address • Mobile number (for calls relating to the delivery of the contract)
Categories of Data Subject	<ul style="list-style-type: none"> - Employees, agents and temporary workers - Members of the public - Customers, Contractors and Suppliers.
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under union or member state law to preserve that type of data	The only personal data CPS will retain for 7 years is invoices and customer contact information (name, phone number, email address) for auditing purposes. Customer contact information can be removed using the DSAR process if required.

