

FORM OF CONTRACT AND CALL-OFF TERMS

FORM OF CONTRACT

C324425 MHRA Pre-Employment and Security Screening Services

This Contract is made on the 18th day of November 2024

BETWEEN

- (1) The Secretary of State for Health and Social Care, acting through the Medicines and Healthcare products Regulatory Agency, acting as part of the Crown, whose office address is 10 South Colonnade, Canary Wharf, London E14 4PU (**the "Customer"**); and
- (2) Reed Specialist Recruitment Limited whose registered office is Academy Court, 94 Chancery Lane, London, WC2A 1DT and company registration number is 06903140 (**the "Service Provider"**).

WHEREAS the Customer wishes to have provided the following services namely Background Checks pursuant to the ESPO Framework Agreement for Strategic HR Services (reference 3S-22).

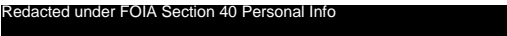
NOW IT IS AGREED THAT

1. The Service Provider will provide the Services in accordance with the terms of the Call-Off Contract (Customer reference number C324425) pursuant to the ESPO 3S-22 Framework Agreement and the Contract Documents.
2. The Customer will pay the Service Provider the amount due in accordance with the terms of the Call Off agreement and the Contract Documents.
3. The following documents comprise the Contract Documents and shall be deemed to form and be read and construed as part of this agreement:
 - This Form of Contract
 - The Master Contract Schedule
 - The documents as listed below:
 - Appendix A Service Provider's Tender/Proposal

IN WITNESS OF the hands of the Parties or their duly authorised representatives:

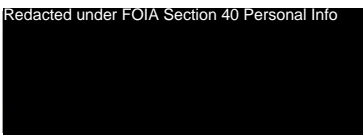
Signed for and on behalf of the Customer

The Secretary of State for Health and Social Care,
acting through the Medicines and Healthcare
products Regulatory Agency, acting as part of the
Crown

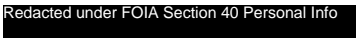
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Authorised Officer



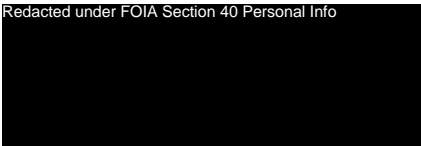
Signed by

Reed Specialist Recruitment Limited
(for the Service Provider)

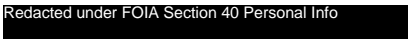
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Service Provider



**This document relates to and forms part of the Call-Off Terms
Contract Ref and Title: C324425 MHRA Pre-Employment and
Security Screening Services**

**MASTER CONTRACT SCHEDULE
(ESPO Framework Reference 3S-22 Strategic HR Services - Lot 7F
Background Checks)**

1. TERM
<p>Commencement Date 18 November 2024</p> <p>Expiry Date (Initial Term) 17 November 2027 (subject to satisfactory performance and earlier termination)</p> <p>Extension Period Up to 12 Months (optional extension - up to 17/11/2028)</p> <p><i>A 90 day break clause (as per 19.10 Termination without cause) shall apply.</i></p>
2. GOODS AND/OR SERVICES REQUIREMENTS
<p>Services and Deliverables Required</p> <p>The required Services shall be called off as and when required. There shall be no commitment to commission Services nor guarantee of a minimum or any volume or value of work; nor any exclusivity with the Service Provider in relation to these Services.</p> <p>On completion of the security screening process/checks, the Deliverable shall be a screening certificate/report and any evidence for each candidate (viewable and downloadable from the Service Provider's portal). The certificate should clearly indicate a pass or fail/flag for each aspect of the screening, expiry date (if appropriate), and other relevant information; the Customer would also need to know if and what information could not be obtained, and/or what flags or potential risks if any. Some tailoring of the certificates to meet specific Customer requirements may be needed if possible.</p> <p>Extracts from the Customer's scope/specification outlined below (may be superseded by aspects of the Service Provider's Tender/Proposal as appropriate – see Appendix A below).</p>

Introduction

The Medicines and Healthcare products Regulatory Agency (the Customer/MHRA) is the UK regulator of medicines, medical devices and blood components for transfusion and responsible for making sure these products meet set standards for safety, quality and efficacy. We put patients first in everything we do, right across the lifecycle of the products we regulate. More information can be found at: www.gov.uk/mhra and our Corporate Plan 2023-2026 defining our strategic direction over the next three years at: **MHRA Corporate Plan: 2023 to 2026 and Business Plan: 2023 to 2024 - GOV.UK (www.gov.uk)**.

We are an Executive Agency of the Department for Health and Social Care (DHSC), with facilities in London and Hertfordshire. Our South Mimms site in Hertfordshire is our Science Campus. The workforce and potentially vacancies/recruitments cover the full range of grades and diverse roles.

The Customer wishes to appoint an experienced Service Provider to take responsibility for undertaking and managing a range of agreed pre-employment checks and security screening on individuals intending to work for the MHRA (these may be pursuant to a recruitment exercise or for other workforce/hiring options); and provide web access to a secure online system to facilitate service delivery, with both Customer and candidate access.

There shall be no commitment to commission Services nor guarantee of a minimum or any volume or value of work; nor any exclusivity with the Service Provider in relation to these Services.

Services/Requirements

Background

The MHRA/Customer requires a Screening Service with a range of agreed pre-employment checks (in addition, some re-checking of existing staff may be required), including but not limited to specific requirements for deep web internet mining, adverse media checks, animal rights and pro-life activist checks, sanctions and politically exposed persons (PEP) checks as well as the Baseline Personnel Security Standard (BPSS) and Basic Disclosure (DBS) checks. The checks shall be required on potential staff/employees, visiting workers (i.e. work experience placements for 18+), potential contingent labour e.g. temps, contractors commissioned to work onsite at our Science Campus, and for any other workforce/hiring options as required. Some of the checks are mandatory for government workers and other checks are required due to the nature of the MHRA's business and our requirements. We may also require some international checks, as agreed.

The checks will provide the Customer with assurance and validation of a candidate's background and ability to meet the threshold for employment/placement with the Customer, and flag any potential issues

connected to a candidate which could affect their working in a Government Agency. Safeguarding the MHRA's reputation, data and activities is paramount.

The Service Provider shall be committed to offering excellent and responsive customer services and ensuring a streamlined Customer and candidate journey to encourage quick and accurate online completion and processing; all underpinned by relevant access to user friendly and intuitive systems. Some of the checking approach may be automated with little to no human intervention, where efficient and still effective to provide the relevant results.

The Contract is expected to run for an Initial Term of up to three years with the option to extend for a further period of up to one year, all subject to satisfactory performance and earlier termination as required.

Screening Services

The Customer's workforce and potentially our vacancies/recruitments may cover the range of grades (junior level up to senior civil service level) and diverse roles across the professional, specialist, medical, pharmaceutical, scientific and more general/administrative fields.

The pre-employment checks shall be requested to support recruitment and hiring activities, and ideally should be completed with an acceptable result returned (or with noted flags for review) prior to an individual starting a role at the MHRA. The Customer may take a risk based decision to enable a new joiner to start before 100% completion of the checks and we do exercise some flexibility with contingent labour who are able to commence their role whilst the checks are undertaken (must be completed within two weeks of their start). In addition, there may also be the need for occasional re-checking of existing staff members.

All screening checks shall be initiated, tracked, monitored, cancelled, completed (with certificates/reports produced) and recorded via the Service Provider's online system(s) in real time, with relevant web access provided to the Customer and to candidates for their input/completion. The systems should be user-friendly/intuitive and easy to navigate, and available 24 hours a day, 7 days a week, every day of the year or as close to this as reasonably possible. Some basic branding may be required on the launch page and as agreed.

To support effective and efficient delivery, some of the checking processes may be automated or planned for automation; artificial intelligence (AI) may also be used or a progression to AI may be in your roadmap/pipeline. Whatever the approach, accuracy is essential to mitigate against any risk to our work and reputation.

Our BPSS and other screening requirements and expected turnaround times are as follows:

Pre-employment/Placement Checks

This following list outlines the expected checks for all offers of employment/placement made by the Customer: permanent and fixed term staff appointments, contingent labour e.g. temps (for assignments exceeding two weeks), and visiting workers (i.e. work experience placements for 18+). The same requirements shall apply to contractors commissioned to work onsite at our Science Campus, and for any other workforce/hiring options as required (OGD exception below).

Turnaround time: Eight working days – where possible to include the Basic Disclosure Check.

BPSS Screening

- Identity Check (confirmation using supporting documentation, e.g. passport, recent utility bill)
- Right to Work in UK
- Current Address Check (Address History)
- Three Year Employment/Higher Education History Review
- Reference Check: two x professional in the last three years
- National Insurance Number Check
- Employment GAP Analysis
- Basic Disclosure (DBS): Basic check for unspent convictions.

Specific MHRA Screening

- Deep Web Internet Mining (OSINT)
- Adverse Media Check
- Sanctions, Office of Foreign Assets Control (OFAC) and Politically Exposed Person (PEP) Checks
- Animal Rights Connections Check
- Pro-Life Activist Check.

All of these screening checks will be required, unless the Customer makes a risk based decision with the occasional role or not require the full suite of checks for an individual e.g. to avoid duplication. Onsite contractors for the Science Campus will always require all checks.

Pre-employment/Placement Checks for Candidates from Other Government Departments (OGD)

This following list outlines the expected checks for OGD appointments.

Turnaround time: Eight working days – where possible to include the Basic Disclosure Check.

- Current Address Check (Address History)

- National Insurance Number Check
- Basic Disclosure (DBS): Basic check for unspent convictions.
- Deep Web Internet Mining (OSINT)
- Adverse Media Check
- Animal Rights Connections Check
- Sanctions, Office of Foreign Assets Control (OFAC) and Politically Exposed Person (PEP) Checks
- Pro-life Activist Check.

Pre-Interview Checks (for Biological Sciences Division roles only & if required)

These checks are a requirement for some roles in our Biological Sciences Division (BSD) only - based at our Science Campus.

Turnaround time: Two working days.

- Deep Web Internet Mining (OSINT)
- Animal Rights Connections Check
- Sanctions, Office of Foreign Assets Control (OFAC) and Politically Exposed Person (PEP) Checks
- Pro-Life Activist Check

International Checks (ICRC)

In addition, there may be the requirement for some international checks for certain candidates and existing staff; the Customer will confirm in its instruction.

There is no differentiation in screening between grades or roles; however, we will confirm requirements in each instruction and need the flexibility to vary checks per candidate, where appropriate.

The Customer reserves the right to add or revise screening checks as required. As part of their service reviews and for continuous improvement, the Service Provider should look to offer advice and recommendations on other relevant checks and the screening approach.

The ability to work to and meet the above (or other agreed) turnaround times is essential as any delays could be problematic, for example a delay in the onboarding process could pose a risk of the potential candidate re-considering and withdrawing. The Service Provider must be able to work with agility and flexibility to support the Customer. Where the turnaround time is delayed for any reason, the Customer must be informed of the reason in a timely manner.

The Service Provider shall provide candidates with a secure link to access the relevant system to complete an online questionnaire (easy to navigate and available 24/7 or as close to this). The Service Provider will take responsibility for chasing candidates who fail to complete the online process and/or to

provide the relevant information within the agreed timescale. The Service Provider must make a minimum of three distinct attempts to obtain the required information from the candidate, referees and/or other sources. If this fails or there are any other issues with completion, the Service Provider shall report these to the Customer with details and any reasons, including reporting candidates who fail to respond or provide information within one calendar month, as a matter of urgency. Next steps will be discussed and agreed.

On completion of the screening process, the Customer shall be provided with a screening certificate/report for each candidate, viewable and downloadable from the Service Provider's portal. The certificate should clearly indicate a pass or fail/flag for each aspect of the screening, applicable expiry date (if appropriate), and other relevant information; we would also need to know if and what information could not be obtained, and/or if there is a query. Some tailoring of the certificates to meet specific Customer requirements may be needed if possible.

The Service Provider should highlight any areas of concern in the screening and interpret any flagged results to inform the Customer of potential risks. A copy should also be made available to the candidate.

The Service Provider shall manage cancellations for Services via the portal (also by email as needed), and waive or at least minimise the fees/charges in the event of a cancellation before the checks have commenced or stopped before completion or where we have decided to reduce the number of checks required.

The Service Provider must strive to improve their service offer, including automation and a roadmap to using AI (or greater use if already used), and demonstrating an ongoing commitment to achieving a high standard of customer service and optimising both the Customer and candidate journey/experience.

Online Web-Accessed Portal/Dashboard

The Customer shall require access to the Service Provider's system via a secure online web link to a portal/dashboard to facilitate delivery of the Services, including the functionality to allow the Customer's representatives (mainly from our HR team but also for the Security Team at the Science Campus in relation to its onsite contractors only): to initiate/instruct checks, track and monitor progress (in real time), cancel, view and download screening certificates, review repository/history of all checks undertaken for the Customer, and for performance and Account/Contract management including the facility to download Service Reports/MI. Some basic branding may be required on the launch page and as agreed.

We would also like the ability to have different access rights for different users (all with individual logins with password protection) and expect to need

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super user role with a range of admin rights for up to two Customer users shall be established. The Service Provider shall provide training to enable users to make best use of their access to the portal/dashboard.

The portal/dashboard provided by the Service Provider to the Customer and the candidate-facing system used for the delivery of these Services must be secure, comply as appropriate with Web Content Accessibility Guidelines - Understanding accessibility requirements for public sector bodies - GOV.UK (www.gov.uk) and other appropriate government IT assurance and security guidelines; and have the capability and compatibility to properly function with various browsers, and on a range of IT equipment (PCs, tablets, and mobile devices). There shall be no integration with any of the Customer's systems. These must also be robust and protect the information including Personal Data in compliance with the Data Protection Act 2018 and UK GDPR.

The portal/systems should be user friendly and easy to navigate, and available 24 hours a day, 7 days a week, every day of the year or as close to this as reasonably possible. The Service Provider should also offer a helpdesk function contactable by phone and/or email from 09.00 – 17.30 Monday to Friday (as a minimum) to support users; as well as including system FAQ's and guidance. A live chat support function may also be provided.

Contract Set Up/Implementation

The Parties shall attend a kick-off meeting within week one of the Contract Start Date, which will include (but shall not be limited to): making introductions; agreeing expectations and development of mutual understanding and the communications process; confirming any system requirements (e.g. user roles and access rights) and training package; and planning any transitional activities. The Service Provider's Account Manager/Representative will act as the key point of contact for the duration of the Contract, with responsibility for ensuring a smooth transition/implementation and ongoing delivery of agreed security screening Services.

Management and Administration

Management and Working Arrangements

Each Party shall each nominate an experienced Manager/Representative, as its key point of contact and to oversee delivery of the Contract and Services. The Customer's Contract Manager (and possible deputy) shall be nominated from our HR team.

The Service Provider's Account Manager's role (supported by a deputy) and general management arrangements shall include: responsibility for managing the Contract relationship with the Customer, including regular communication via email, telephone, in-person/face-to-face and virtual-video conferencing channels and attending the quarterly Performance Review Meetings/catch-

ups; producing the agreed Service Reports/MI; service planning and continuous improvement reviews; monitoring the quality of performance (some Service Levels have been included for review – see Schedule 1 below) and for problem and complaint resolution; and risk and cost management. The relationship between the Parties shall be collaborative, with ongoing dialogue to ensure mutual understanding of expectations and our objectives are achieved and to optimise performance.

There will be scheduled quarterly Performance Review Meetings/catch-ups (likely by virtual-video conferencing, but may also be in-person) held within the first week of each quarter, to include on the agenda, but not limited to: reviewing the Service Reports (details covered below) and performance; discussing any issues and how they will be dealt with; and considering any recommendations or suggested improvements etc. The Customer's Contract Manager and Service Provider's Account Manager shall be expected to attend with other representatives, as appropriate. Any in-person meetings shall be held in London or at our South Mimms Science Campus, at no additional cost. Ongoing dialogue/catch-ups shall take place as needed.

The Service Provider's Account Manager (and deputy) and operational staff should be contactable Monday to Friday (excluding bank holidays) between 09.00 to 17.30 to take instructions as needed (in addition to having that facility available on the portal), discuss any issues and/or handle queries etc. The Service Provider should also offer a helpdesk function contactable by phone and/or email from 09.00 – 17.30 Monday to Friday (as a minimum) to support users (Customer and candidates) with system and access issues; as well as including system FAQ's and guidance. A live chat support function may also be provided.

Customer access to the online web-accessed portal/dashboard should include the facility to view various performance and management information and to download Service Reports/MI. Up to two Customer representatives will require super user access with associated admin rights and our other users will have agreed access rights. The Service Provider shall provide training to enable users to make best use of their access to the portal/dashboard.

The Service Provider shall manage any sub-contractors (where used) and its suppliers, to ensure consistent performance and seamless delivery across the supply chain.

Continuous Improvement and Quality

The Service Provider shall be expected to carry out regular continuous improvement/service reviews and to develop the Services in consultation with the Customer; suggesting new ideas to improve and/or add value to the Services or providing other recommendations e.g. on the screening approach. Potential recommendations for improvements can also be discussed at the quarterly Performance Review Meetings. An annual formal service review will also be conducted as part of the Contract to discuss the forthcoming Contract

year.

Some of the checking approach may already be automated with little/no human intervention; the Service Provider should have a clear roadmap to using automation and AI (or greater use if already used) where efficiency benefits can be delivered and accurate results provided.

The Services must be carried out using all reasonable skill and due diligence, and in accordance with good industry practice. The Service Provider shall work to agreed Service Levels which will be regularly monitored (see below for further details). Either Party must be responsive to requests from the other and on any feedback on the Services from any source e.g. lessons learnt. Accuracy in the service delivery is essential to avoid mistakes and problems for the Customer.

To deliver quality, the Service Provider shall maintain robust quality management systems and processes and may also hold quality ISO 9001 accreditation or equivalent.

Complaints Handling and Escalation

The Service Provider will deal with any complaints (whether received verbally or in writing) in a prompt, courteous and efficient manner; in the event of any candidate complaint, the Service Provider shall inform the Customer of the complaint and proposed resolution and the Customer will communicate that action to the candidate.

The Service Provider shall acknowledge any complaint within 24 hours of receipt and provide full answers and resolution to complaints received within a further 24 hours or as may be reasonably requested by and agreed with the Customer. The Service Provider's Account Manager shall be the first point of contact to review and resolve complaints; where escalation is required, the complaint will be referred to a more senior representative to review, with the option of holding a meeting for the Parties to discuss to help resolve.

Service Reports with Management Information (MI) & Performance

The Service Provider shall produce monthly Service Reports made available for viewing and downloading from the portal/dashboard, at its own cost and in the first week of each calendar month. These Reports will support and inform the Performance Review Meetings and shall include the following MI (list not exhaustive):

- A record of the Services provided to the Customer in the reporting month including their status.
- A summary of basic demographic data on candidates (to be agreed if required).
- A record of the invoices raised by the Service Provider and payments made by the Customer (per month and cumulative to date).
- A record of any failures to provide the Services e.g. missed turnaround time, in accordance with the Contract.

- Details of the number and nature of any Customer complaints and any complaints received from other sources.
- Any security or screening concerns the Service Provider wishes to make the Customer aware of.

The Service Reports must also include details on Contract performance in relation to the Service Levels for the reporting month.

The Service Provider shall monitor performance against the agreed Service Levels: see list in Schedule 1 below.

Either Party can add, within reason, further measurable items to this list; such items to be implemented by the Service Provider within 30 days of request.

The Service Provider shall aim to optimise performance levels and a high standard of Customer and candidate experience, meeting agreed turnaround times and high levels of accuracy and efficiency to ensure the success of the Contract and to mitigate against any delays or mistakes which could have a negative impact e.g. to our ability to carry out our function due to staffing shortfalls. The Service Provider must be able to work with agility and flexibility to support the Customer.

Resourcing

The Service Provider shall provide an Account Manager and deputy, relevant operational staff, and helpdesk support to deliver the Services.

The Service Provider shall ensure that all Service Provider Personnel/Staff engaged in delivering the Contract are suitably experienced and sufficiently trained and instructed to undertake their nominated role on the Contract, as well as having relevant security clearances as required.

The Service Provider's Account Manager/Representative shall be considered Key Personnel and all reasonable endeavours should be made to ensure continuity in this role throughout the Contract Period. The Service Provider shall not replace Key Personnel unless absolutely necessary and the replacement for a key role must be for an equivalent resource with similar qualifications and experience.

Conflicts of Interest

The Service Provider and nominated Staff must be free from having any actual or potential conflicts of interest, to ensure independence and impartiality. The Service Provider must ensure it checks and confirms its position and makes any relevant declarations where an actual/potential conflict is identified (conflict declarations and any mitigations will be reviewed to confirm if a manageable or insurmountable conflict exists).

Information Security and Confidentiality and Data Protection

The Service Provider must implement robust systems and processes/procedures (to underpin these Services) to maintain and safeguard information security, integrity, and confidentiality (e.g. in line with Cyber Essentials <https://www.ncsc.gov.uk/cyberessentials/overview>

certification and/or ISO 27001 or equivalent) and to protect information including Personal Data from unauthorised access, disclosure and/or misuse. The Service Provider should have clear and documented procedures for Data Handling and Processing and the retention and disposal of Personal Data, which should be rigorously observed to ensure the protection of the rights of data subjects; clear privacy notices should be included on websites.

The Service Provider will handle all confidential information and Personal Data concerning the Customer and its candidates in confidence and in full compliance with prevailing Data Protection Legislation including the Data Protection Act 2018 and UK GDPR. Such information will not be copied or disclosed to any third party, other than those required to conduct the screening Services or to those agreed with the permission of the Customer.

The Customer's preference is for Personal Data not to be transferred, held or processed outside the UK where possible; however, alternative proposals will be reviewed.

All files, records, documents or other similar items relating to the Customer/MHRA shall remain exclusively the property of the MHRA. At the end of the Contract or upon request, the Service Provider shall return to the Customer or permanently destroy all documents and other tangible items in its possession or under its control which belong to the Customer or which contain or refer to any confidential business information.

A Requirement of the Contract is for secure online web access to the Service Provider's system(s) to be provided to the Customer and relevant candidates, available 24 hours a day, 7 days a week, every day of the year or as close to this as reasonably possible. The portal/dashboard provided to the Customer (functionality covered above) and any candidate-facing systems used for delivery of these Services must comply as appropriate with the Web Content Accessibility Guidelines - **Understanding accessibility requirements for public sector bodies - GOV.UK (www.gov.uk)**; and have the capability and compatibility to properly function with various browsers, and on a range of IT equipment (PCs, tablets, and mobile devices). There shall be no integration with any of the Customer's systems. Some basic branding may be required on the launch page and as agreed.

It is anticipated that some of the checking processes may be automated or planned for automation, or that AI is used already or included in your roadmap/pipeline.

The Service Provider should offer a helpdesk function contactable by phone

and/or email from 09.00 – 17.30 Monday to Friday (as a minimum) to support users (Customer and candidates); as well as including system FAQ's and guidance. A live chat support function may also be provided.

A range of non-functional technical requirements have been requested – now detailed in the Technical Standards Section below.

Any suspected or confirmed/actual security breaches involving the Customer's information/data (including the data collected on its behalf i.e. on candidates) must be reported immediately to the Customer, with details of impact and proposals for mitigation, rectification and prevention of recurrence.

The Service Provider shall hold and operate an up-to-date and robust business continuity and disaster recovery plan (BCDR), to ensure minimal disruption to the Services.

Social Value Commitments

The Service Provider shall agree, in providing the required Services and performing its obligations under the Contract, that it will comply with the social value commitments. The Customer has asked for details of a commitment in regards to theme 4: Equal Opportunity (Tackle workforce inequality).

Contract Exit

On expiry or termination howsoever arising, the Service Provider shall provide an archive file (if this cannot be downloaded by the Customer itself) containing the repository/history of all checks undertaken for the Customer with certificates as appropriate, for our records.

Any outgoing Service Provider shall be expected to support the exit process with termination assistance for any future re-competition and transition, and support for the orderly transition of Services to any new/replacement Service Provider, as appropriate.

Optional Services Required

None identified; however, associated requirements which support the above Services may be considered.

Performance/Delivery Location/Premises

The Services shall be delivered from the Service Provider's offices (no Customer office space shall be made available), with access to the Service Provider's in-house bespoke screening system provided via secure online web link/logins to a portal/dashboard to facilitate delivery of the Services. The system should also include a candidate-facing portal. Customer branding (on the launch page and as agreed) shall be included free of charge to offer users

a seamless journey.

The portal(s) will be user friendly, easy to navigate, and available 24 hours a day 7 days a week all year (excluding any scheduled downtime that would be communicated to the Customer with notice); and fully accessible via all mobile/tablet/desktop devices and various web browsers/operating systems to ensure ease of use.

Further details on the system can be found in the Technical Standards section below.

Standards

Quality Standards

The Services shall be carried out using all reasonable skill and due diligence, and in accordance with good industry practice. The Service Provider shall maintain quality management systems and processes aligned to their ISO9001 accreditation. High levels of accuracy and efficiency/timeliness in the service delivery are essential to ensure the success of the Contract and to mitigate against any delays or mistakes which could have a negative impact for the Customer e.g. candidate withdrawal, potential risk to reputation etc. The

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completion of security screening checks and flagging of any issues/risks will provide the Customer with assurance and validation of a candidate's background and ability to meet the threshold for employment or placement with the Customer and for working in a Government Agency.

The Service Provider shall optimise performance levels, including effectively managing service turnaround times, and offering responsive customer services and a streamlined Customer and candidate journey to support delivery. The Service Provider's screening delivery team (servicing the Customer's account) works 24/7 all year, so processes checks overnight and at the weekend to enable a swift turnaround time; the team will proactively engage with candidates and hiring managers to best support the onboarding experience,

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A list of agreed Service Levels for monitoring has been included in Schedule 1 below (subject to ongoing review and amendment). The Parties will review any failures, especially persistent failures or issues, to agree corrective actions which the Service Provider will execute.

The Service Provider's experienced Account Manager will be the key point of contact available Monday to Friday excluding bank holidays in the Normal Business Hours of 8.00 am to 6.00 pm (with cover from a deputy as needed),

with responsibility for managing performance/Service Levels, delivery in line with the Customer's business objectives and values, and managing the Contract relationship with the Customer.

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The performance of any sub-contractors or supply chain shall be managed seamlessly and in accordance with the Service Provider's strict due diligence process when using a third-party provider (includes a robust selection

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Technical Standards

The Service Provider's systems and processes/procedures used in the service delivery shall be robust to ensure information and data security and its integrity and confidentiality, in compliance with best practice and their Cyber Essentials Plus accreditation and ISO 27001 Information Security

Redacted

Any suspected or actual security breaches involving the Customer's Data (includes Personal Data submitted/collected on candidates) and/or the Services in general must be reported immediately to the Customer, with details of impact and proposals for mitigation, rectification and prevention of

Redacted

Access to the Service Provider's ^{Redacted} screening system will be provided to the Customer and candidates via secure online web link/logins to the relevant portal/dashboard; with the capability to function on a range of mobile/tablet/desktop devices and via various web browsers/operating systems. System availability will be 24 hours a day 7 days a week all year (subject to any planned downtime for maintenance that would be communicated to the Customer with notice), and be provided without the need for licenses. There must be no integration with any of the Customer's systems.

The portals/dashboards comply with the Web Content Accessibility Guidelines **Understanding accessibility requirements for public sector bodies - GOV.UK (www.gov.uk)**.

The functionality of system access will include, but not be limited to, ability to:
For the Customer

- initiate/instruct security screening checks
- track and monitor progress/status and review files/cases (in real time)
- cancel or amend instructions (including once commenced)
- view and download (in a Zip file) screening certificates/reports and any evidence for each candidate
- review repository/history of all checks undertaken for the Customer - also downloadable as required including on Contract expiry or termination if possible
- facilitate performance and Account/Contract management including the facility to download Service Reports/MI.

For the candidate

- access relevant online questionnaire to complete with pertinent information (uploading supporting documents as required) – to include system prompts to guide the candidate through the process
- save, exit and re-enter the system as many times as needed and to monitor progress, to completion.

The user-friendly portals/dashboards shall allow concurrent user access and be configured to meet the Customer's requirements, with the addition of Customer/MHRA branding included on the launch page and as agreed (free of

^{Redacted}

Access rights/user roles for the Customer's users will vary (to be agreed) and up to two Customer representatives shall be granted super user access with

the associated admin rights; all with individual logins with password protection

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Service Provider will deliver training (at implementation and refreshers as needed throughout the Contract – free of charge) to enable the Customer to make best use of their access to the portal/dashboard (to be delivered in person or online); system FAQ's and guides to also be made available.

The Service Provider will provide a UK-based 24/7 helpdesk 365 days a year/all year to support candidates and hiring managers (specific phone line shared with MHRA) at any time day or night staffed by the screening delivery team servicing the Customer's account to ensure consistent and effective support, with all communication echoing the tone and values of the Customer.

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The system meets and will continue to meet the requested Customer non-functional technical requirements as follows:

CATEGORY	REQUIREMENTS
Access Control/Data Access and password resetting	<p>Authorised users must authenticate onto any system/platform using a unique user name and login credentials, to ensure unauthorised access. The system must be able to detect & report in a log file unauthorised access attempts</p> <p>Approach for users authenticating from outside the MHRA network (i.e. over the Internet) must be subject to Multi-Factor Authentication (MFA).</p> <p>The system should monitor inappropriate access, and/or have an audit trail of access or activities (i.e. read, write, modify, delete) that can be traced to an individual.</p> <p>The system shall automatically log the user out of after 15 minutes of inactivity.</p>

	<p>The solution must provide a security framework to control and administer user access including managing permissions.</p> <p>Users must be able to reset their password in a secure manner.</p>	
Compliance and Standards	<p>The solution/system(s) shall adhere to industry standard security and auditing principles/protocols including maintaining a tamper-proof audit log of users accessing the systems (e.g. log in/out times, IP address).</p> <p>The Service Provider shall undertake regular penetration testing from third party sources and ensure any potential security vulnerabilities are reported to the MHRA and appropriate action is agreed to ensure security and integrity of the system.</p> <p>The system must provide user access audit logs and these are to be retained according to the Agency Retention and Destruction schedule, including deletion of user data where required by the data privacy requirements.</p> <p>The Service Provider shall adopt appropriate transport level security protocols agreed with the MHRA to ensure data can be securely exchanged between the systems.</p> <p>The supplier of a cloud solution must establish/demonstrate their compliance with the Cloud security principles outlined/issued by the National Cyber Security Centre and published on their website: https://www.ncsc.gov.uk/collection/cloud-security/implementing-the-cloud-security-principles</p> <p>https://www.ncsc.gov.uk/section/information-for/public-sector#section_2</p>	

Configuration Assessment	<p>The systems must be 'hardened' and secure. The condition of the systems can be verified periodically, depending on the level within the requirement, for example by using vulnerability scans of systems and application code.</p> <p>The application code should be written and tested in accordance with a formal software development practice.</p>
Configuration Integrity	<p>Configuration changes must be detectable and be recorded in immutable audit trail. This implies that technologies such as routine, scheduled, continuous, or near continuous configuration auditing.</p> <p>The configuration of a system can be recovered back to the state that the system was in prior to the modification.</p>
Data Encryption	<p>Transport layer security is implemented for data that is transmitted over a less trusted network, and that encryption is implemented for data at rest.</p>
Resilience	<p>The systems shall be resilient to the loss of some of the logical or physical infrastructure. The system shall ensure no data loss due to unavailability of one or more of underlying infrastructure components.</p> <p>The Service Provider shall ensure that the system is safeguarded against any third party security threats such as (but not limited to) DDoS attacks, SQL injections and any hacking attempts.</p>
Secure Development	<p>The solution must be tested against the OWASP Top 10 vulnerabilities.</p> <p><u>OWASP Top Ten OWASP Foundation</u></p>
The Service Provider shall handle all confidential information and Personal Data	

concerning the Customer and candidates in confidence and in full compliance with the prevailing Data Protection Legislation including the Data Protection Act 2018 and UK GDPR; their strict controls will safeguard both candidate and client information at all times. Such information/Personal Data must be protected from unauthorised access, corruption, disclosure and/or misuse; and not be transferred, held and/or processed outside the UK. The Service

Redacted

The Service Provider's internal documented policies detail the processes and requirements that all Service Provider Personnel/Staff must adhere to when handling and/or Processing Personal Data, to ensure the protection of the rights of data subjects (candidates can access their records on request); clear

Redacted

All files, records, documents or other similar items relating to the Customer shall remain exclusively the property of the Customer. At the end of the Contract or upon request, the Service Provider shall return to the Customer or permanently destroy all documents and other tangible items in their possession or under their control which belong to the Customer or which contain or refer to any confidential business information.

Redacted

Disaster Recovery and Business Continuity / BCDR

As per clause 6 of the Call-Off Terms.

The approach to ensuring the timely recovery of key business processes following an incident has been confirmed, including the use of two data

recovery sites in the event of a disaster so can be up and running again within 24 hours (minimal disruption).

The Business Continuity Policy can be found in the full Tender held on file.

3. SERVICE PROVIDER SOLUTION

Service Provider Solution

See Appendix A below for details of the Service Provider's Tender/Proposal.

Key Personnel of the Service Provider to be involved in the Provision of the Goods, Services and Deliverables

The Service Provider's nominated Account team Representatives shall be categorised as Key Personnel:

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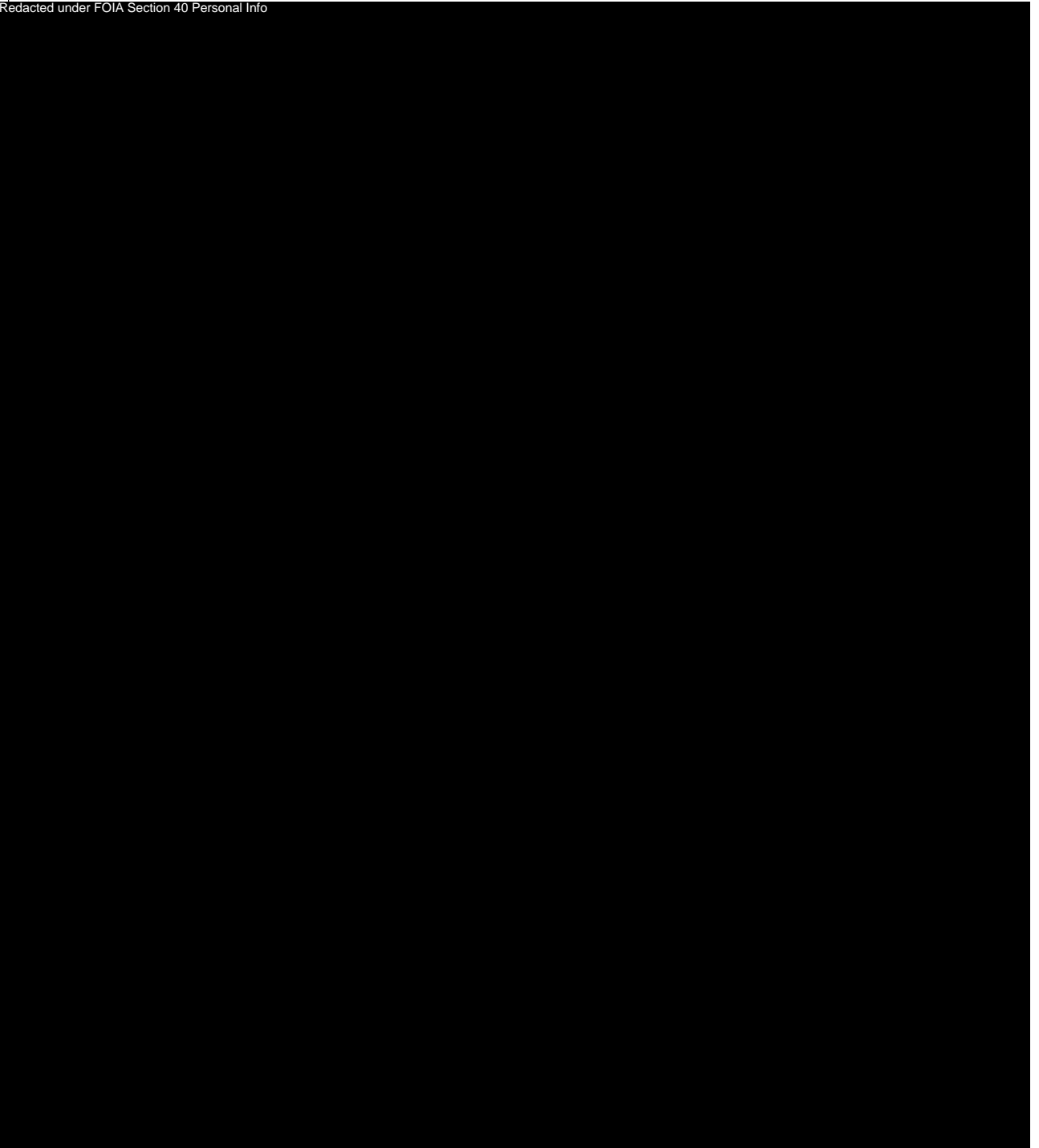


Both available for regular communication with the Customer (contactable Monday to Friday excluding bank holidays in the Normal Business Hours of 8.00 am to 6.00 pm) and to support with any continuous improvement initiatives.

All reasonable endeavours should be made to ensure continuity in these essential roles throughout the Contract Period. The Service Provider shall not replace Key Personnel unless absolutely necessary and the replacement for a key role must be for an equivalent resource with similar qualifications and

experience. The Service Provider shall provide the Customer with at least one month's written notice of its intention to replace any Key Personnel.

Redacted under FOIA Section 40 Personal Info



Service Provider's inspection of the Premises and Infrastructure (where relevant)

NOT APPLICABLE SO NOT USED.

4. PERFORMANCE OF THE GOODS AND/OR SERVICES AND DELIVERABLES

Implementation Plan and Milestones and/or delivery schedule

Redacted

The turnaround times for delivering each instruction/order for security screening checks shall be as per the Service Levels or as otherwise agreed.

On expiry or termination of the Contract howsoever arising, the Service Provider shall provide an archive file (if this cannot be downloaded by the Customer itself) containing the repository/history of all checks undertaken for the Customer with certificates as appropriate, for the records; also any files, records, documents or other similar items relating to the Customer/MHRA provided by the Customer to the Service Provider must be returned or permanently destroyed as agreed. The Service Provider will also be expected to support the exit process with termination assistance for any future re-competition and transition, and support for the orderly transition of Services to any new/replacement Service Provider.

Critical Service Failure

NOT USED.

Monitoring

The Service Provider shall optimise performance levels, including: delivering high levels of accuracy; effectively managing service turnaround times; and offering responsive customer services and a streamlined Customer and candidate journey to support delivery. The Service Provider's UK-based screening delivery team (servicing the Customer's account - helpdesk) works 24/7 all year, so can engage with candidates and hiring managers to best support the onboarding experience and process checks overnight and at the weekend to enable a swift turnaround time. The completion of security screening checks and flagging of any issues/risks will provide the Customer with assurance and validation of a candidate's background and ability to meet the threshold for employment or placement with the Customer and for working in a Government Agency. The Service Provider shall mitigate against any delays or mistakes which could have a negative impact for the Customer e.g. candidate withdrawal, potential risk to reputation etc.

The Service Provider's experienced Account Manager will be the key point of contact available Monday to Friday excluding bank holidays in the Normal Business Hours of 8.00 am to 6.00 pm (with cover from a deputy as needed), with responsibility for managing performance, delivery in line with the Customer's business objectives and values, and managing the Contract relationship with the Customer. The role also includes: managing the team of Screening Executives servicing the Customer's Account (operating on a 24/7 shift basis); monitoring and measuring performance against the Service Levels; risk and cost management; continuous improvement; providing regular progress updates and the monthly Service Reports/MI; attending the scheduled quarterly Performance Review Meetings and any ad hoc catch-ups etc.

A list of agreed Service Levels for monitoring has been included in Schedule 1 below (subject to ongoing review and amendment). The Parties will review any failures, especially persistent failures or issues, to agree corrective actions which the Service Provider will execute.

The Parties' Representatives (the Service Provider's Account Manager and Customer's Contract Manager and/or deputies) will attend the quarterly Performance Review Meetings likely by virtual/video conferencing, but may also be in-person at either of the Customer's sites, held **in the first week of each quarter**. The agenda to include, but not limited to:

- Reviewing the Service Reports including performance details and in addition the effectiveness of people, process, and technology
- Discussing any service failures or issues and what corrective action to resolve and prevent recurrence
- Any innovations and/or technology to implement
- Assessing continuous improvement proposals and recommendations, and any proposed value release programs
- Providing market and industry insight e.g. on any upcoming changes to legislation/disclosure practices
- Customer/candidate feedback reviews and any lessons learnt; including

Redacted

Monthly Service Reports will be compiled and where possible made available for viewing and downloading from the online portal/dashboard by the Customer (or forwarded by the Account Manager) **in the first week of each calendar month**. The reports will include the following information (list not exhaustive):

- A record of Services provided to the Customer in the reporting period, including the status of files/cases
- A summary of basic demographic data on candidates – currently

nationality can be reported on but other data areas can be explored if needed

- A record of the invoices raised by the Service Provider and payments made by the Customer (per month and cumulative to date) - currently not available on the dashboard so will be provided separately
- A record of any failures to provide the Services or achieve a Service Level e.g. missed turnaround time and what corrective action to resolve, in the reporting period
- Details of the number and nature of any Customer complaints and any complaints received from other sources, and the outcomes
- Any security or screening concerns to highlight (this would appear and notify MHRA users in a live data set)
- Performance against stated Service Levels for the reporting period – visible on the dashboard but can be more succinctly provided separately by the Account Manager.

The content and format to be agreed.

Redacted

The Parties shall communicate with each other by email, telephone, in-person/face-to-face and virtual/video conferencing channels to support performance and the collaborative working relationship/partnership. Either Party must be responsive to requests from the other and on any feedback on the Services from any source e.g. lessons learnt. In addition to the scheduled Performance Review Meetings, ongoing dialogue/catch-ups shall take place as needed; also the Screening Manager/Account Manager will provide each hiring manager with regular updates on their files/cases.

The Service Provider's systems and processes/procedures shall comply with their Cyber Essentials Plus and ISO 27001 Information Security accreditations, their IT Security policy, and prevailing Data Protection Legislation including Data Protection Act 2018 and UK GDPR; to safeguard information/Customer's Data (includes Personal Data submitted/collected on candidates) from unauthorised access, corruption, disclosure and/or misuse and prevent suspected or actual security breaches. Compliance with the requirements to meet Web Content Accessibility Guidelines, the Customer's non-functional technical requirements and system/portal functionality, 24/7 system availability, capability to function on a range of mobile/tablet/desktop devices and via various web browsers/operating systems are also essential. The Customer's and candidate access to the system (portals/dashboards) must be via secure online web link/logins with password protection and relevant access

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On completion of the security screening process/checks, the Deliverable of a file (held on the system) with the screening certificate/report and any evidence for each candidate, shall be viewable and downloadable from the Service Provider's portal. The certificate should clearly indicate a pass or fail/flag for each aspect of the screening, expiry date (if appropriate), and other relevant information; and the Service Provider should communicate and interpret any security flags/concerns or potential risks to the Customer. Some tailoring of the certificates to meet specific Customer requirements may be needed.

Redacted

The Service Provider is committed to continuous improvement and shall carry out regular service reviews (in collaboration with the Customer), to improve the service offer with proposals and opportunities to develop and/or add value

Redacted

The Service Provider's complaints process is robust and the escalation route is as follows:

Redacted

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All issues raised shall be captured in an issue log, to ensure all risks / issues and complaints are logged and resolved within an appropriate time scale and corrective action communicated to the candidate/customer (as appropriate).

5. CUSTOMER RESPONSIBILITIES

Customer's Responsibilities (where appropriate)

The Customer shall provide to the Service Provider:

For the kick-off

- Nomination for the Contract Manager (and deputy) – to note the

Redacted under FOIA Section 40 Personal Info

- Expected communication and reporting process.
- The names of the Customer's system users (mainly from the HR team but also the Security Team at the Science Campus in relation to its onsite contractors only) who would need individual password-protected web logins to place instructions and access/track information on the screening system portals/dashboards, and confirmation of their user roles and required access rights (up to two Customer representatives to be granted super user access with the associated admin rights). A training programme will also be agreed.
- Details of required configuration/customisation of portals/dashboards to meet the Customer's requirements, and any branding to be included on the launch page and as agreed.
- Details of potential tailoring requirements to the screening certificates.
- Expected content and format for the candidate satisfaction survey (and any branding on it).
- Required content and format for the Service Reports and what to be included in each invoice breakdown.

For the delivery of the Contract/Services

- Relevant information per instruction for security screening checks, including details for the candidate and confirmation of the required checks/screening and turnaround times.
- Support for a collaborative and productive working relationship – to include regular communication and attendance at Performance Review Meetings, and review of any continuous improvement proposals.
- Details of any Customer Staff/user updates as applicable.
- Timely approvals as needed.

- Purchase Orders and validation of invoices for payment in a timely manner.

Customer's Equipment (where appropriate)

NOT APPLICABLE SO NOT USED.

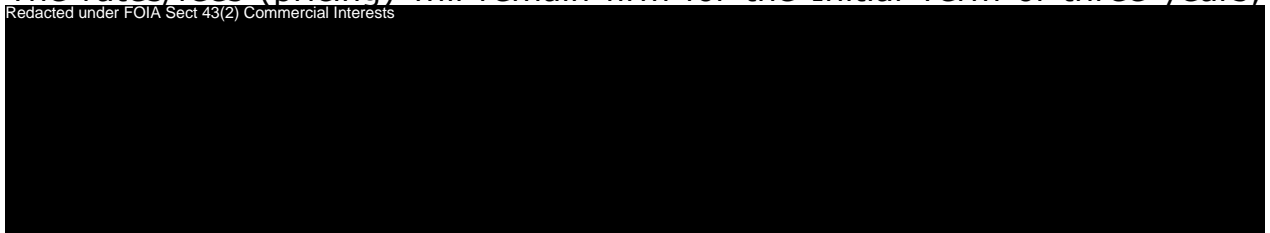
6. CHARGES AND PAYMENT

6.1 Contract Charges payable by the Customer (including any applicable discount but excluding VAT), payment profile and method of payment (e.g. BACS))

APPROACH

The rates/fees (pricing) will remain firm for the Initial Term of three years;

Redacted under FOIA Sect 43(2) Commercial Interests

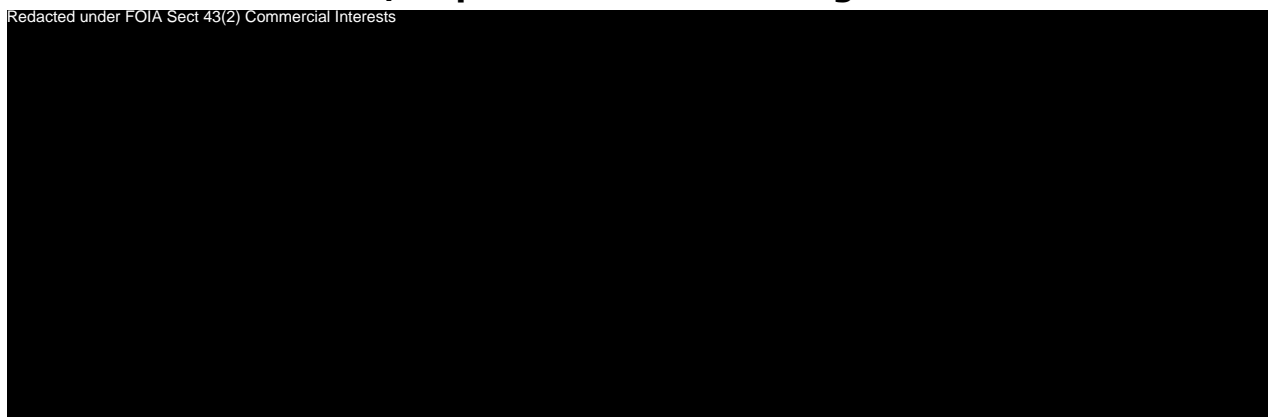
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A maximum cap Contract award value of up to **£360,000.00 excluding VAT** shall apply (no guarantee of volume/expenditure to this value). This cap may be varied but only with mutual agreement and a signed variation. Please note that this value is an estimate and therefore variable as dependent on the level of vacancies and extent of recruitment activities conducted so there may be peaks and troughs in the requirements and in the expenditure per year and year on year; there would also be fluctuations in respect of the number of contractors commissioned to work onsite at the Science Campus.

CHARGES/PRICES

What is included and/or provided free of charge

Redacted under FOIA Sect 43(2) Commercial Interests

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Redacted under FOIA Sect 43(2) Commercial Interests

Ratecard for range of security Screening Checks

The Ratecard will be used for calculating the Charges for the screening checks/requirements. Redacted under FOIA Sect 43(2) Commercial Interests

In the event, any new checks are required or any additional fees could apply, these Charges shall be agreed between the Parties in advance of expenditure.

Description of Check	Rate/Fee (£)	Notes (e.g. what is included like any statutory third party charges etc.)
3 year referencing (Reference Check: 2 x professional in last 3 yrs)	Redacted under FOIA Sect 43(2) Commercial Interests	
Identity Check (confirmation using supporting documents)		
Right to Work in UK Check		
Current Address Check (Address History)		
Three Year Employment/ Higher Education History Review		
National Insurance Number Check		
Employment GAP Analysis		

Basic DBS / Basic Disclosure	Redacted under FOIA Sect 43(2) Commercial Interests
Baseline Personnel Security Standard (BPSS)	
Deep Web Internet Mining (OSINT)	
Sanctions, Office of Foreign Assets Control (OFAC) and Politically Exposed Person (PEP) Checks (as a package – if applicable)	
Sanctions Check	
Office of Foreign Assets Control (OFAC)	
Politically Exposed Persons check (PEP)	
Adverse Media Check	
Animal Rights Connections Check	
Pro-Life Activist Check	
Standard DBS	
Education/Qualification Check	
Professional Qualifications, Memberships & Licences	
International criminal record check	
Any other/new checks	

Redacted under FOIA Sect 43(2) Commercial Interests	
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Redacted under FOIA Sect 43(2) Commercial Interests

PURCHASE ORDERS AND INVOICING

Invoices must be submitted electronically to accounts.payable@mhra.gov.uk and in arrears on a monthly basis, for the Services completed and fees/Charges incurred. Each invoice shall include a supporting clear breakdown; the Customer would need to have a separate invoice presented for any Science Campus contractors. The Customer shall pay the Service Provider by BACS within 30 days of receipt by the Customer of a valid, undisputed invoice.

The Customer has a “no purchase order no pay policy” in place. Any work or expense the Service Provider undertakes prior to receipt of a purchase order shall be undertaken solely at their risk. Any invoice the Service Provider submits must quote the valid purchase order number and the invoice value must not exceed the value of the purchase order. Invoices not meeting these requirements will be rejected by the Customer, so payment will be delayed.

6.2 Details of any Customer Rebate (if any) agreed in accordance with clause 11.5.

NOT APPLICABLE SO NOT USED.

7. CONFIDENTIAL INFORMATION

The following information shall be deemed Commercially Sensitive Information:

- Internal policies and procedures
- All prices and charges / commercial information
- Any financial information not in any of the Reed Group’s published accounts
- Performance statistics in relation to any of the Reed Group’s candidate database, Customers, employees, and temporary and permanent bookings and orders
- Any details pertaining to any of the Reed Group’s Customers
- Technological processes and systems
- Personnel / Staff nominations and bio’s

The period of time this information should be considered exempt is 7 years.

The Customer will try to consult with the Service Provider in respect of any request for information under the Freedom of Information Act 2000, in order to determine which information is suitable for disclosure, if any.

8. AGREED AMENDMENTS TO THE CALL-OFF TERMS

The following amendments shall be deemed to be made to the Call-Off Terms:
NOT APPLICABLE SO NOT USED.

9. PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. INTRODUCTION

- 1.1 The Service Provider shall comply with any further written instructions with respect to Processing by the Customer.
- 1.2 Any such further instructions shall be incorporated into this section 9 of the Master Contract Schedule.

Description	Details
Subject matter of the processing	<p>To provide Screening Services, conducting a range of pre-employment security checks on potential employees/contingent labour/contractors, including deep web internet mining, adverse media checks, animal rights and pro-life activist checks, sanctions and politically exposed persons (PEP) checks; as well as Baseline Personnel Security Standard (BPSS) and Basic Disclosure (DBS) checks. The service delivery will provide the necessary assurance to the Customer to mitigate against risks (before it appoints/employs a candidate).</p> <p>This Services include user access to the Service Provider's online screening system via secure web link/logins to the Customer and candidate portals/dashboards.</p>
Duration of the processing	The duration of the Processing shall be for as long as required for the Service

	<p>Provider to fulfil their service and contractual obligations, and/or as agreed with the Customer.</p> <p>To note the Service Provider will keep a repository/history of the Customer's screening reports/certificates on its system until the expiry or termination of the Contract (then downloadable as a file for the Customer).</p>
Nature and purposes of the processing	<p>The nature of the Processing shall be for the Customer to instruct the Service Provider via its online system to commence security screening checks of named candidates; and for candidates to complete online questionnaires with relevant personal and professional information/data, which the Service Provider will use for the security screening checks, and to check and flag files as needed to provide the necessary assurance to the Customer (before it appoints/employs a candidate). Only relevant Personal or Customer Data will be collected and only disclosed as necessary for the performance by the Service Provider of its obligations under the Contract.</p> <p>The Deliverable from the Services will be a file containing the screening certificate/report and any evidence for each candidate, viewable and downloadable from the Service Provider's portal.</p> <p>The Service Provider's system will maintain a repository/history of the Customer's screening reports /certificates until the expiry or termination of the Contract.</p> <p>The purpose of the Processing shall be to capture the relevant candidate data/information for the Service Provider to make the required security</p>

	<p>screening checks and check and flag files as needed and provide the necessary assurance to the Customer to mitigate against risks (before it appoints/employs a candidate).</p> <p>Also the Parties will securely store this Contract, which confirms staff roles and communication contacts (Personal Data) for managing the contractual relationship and Services.</p> <p>The Service Provider has confirmed it has robust documented policies in place detailing the processes and requirements that all Service Provider Personnel/Staff must adhere to when handling and Processing Personal Data, to protect Personal Data from unauthorised access, disclosure and/or misuse etc. Personal Data will not be transferred, held, or processed outside the UK (all data will be held in secure centres in UK).</p>
Type of Personal Data	<p>The Personal Data include:</p> <ul style="list-style-type: none"> • Full name (and previous name if applicable) • Current address (possibly previous addresses if applicable) • Contact details – email and phone • Date of birth • Nationality/Country of birth • NI number • Biography/work history • Work status • Qualifications • Passport image and other forms of identification.
Categories of Data Subject	<p>The Data Subjects include:</p> <ul style="list-style-type: none"> • Potential candidates seeking employment or a contingent labour role with the Customer • Potential contractors commissioned to work onsite at

	<p>the South Mimms Science Campus</p> <ul style="list-style-type: none"> • Customer's Staff (for managing the Contract and the system users) • Service Provider's Personnel /Staff (for managing and delivering the Contract /Services).
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.	<p>Personal Data shall be retained until the relevant Processing has been completed, or at the latest within one month of the expiry or termination of the Contract.</p> <p>Secure return to the Customer or secure destruction of materials, as agreed.</p>

10. PERSONAL DATA UNDER THE JOINT CONTROL OF THE PARTIES

The following section 10 applies to Personal Data under the Joint Control of the Parties as described in clause 16.8.15 of this Contract.

NOT APPLICABLE SO NOT USED - THE SERVICE PROVIDER'S STATUS IS AS DATA PROCESSOR.

1. The [Parties] [Customer] [Service Provider] shall be responsible for the provision of information to Data Subjects as detailed in GDPR Article 13 (Information to be provided where personal data are collected from the data subject).

2. The [Parties] [Customer] [Service Provider] shall be responsible for the provision of information to Data Subjects as detailed in GDPR Article 14 (Information to be provided where personal data have not been obtained from the data subject).

3. The [Parties] [Customer] [Service Provider] shall be responsible for responding to any request for information from a Data Subject under GDPR Article 15 (Right of access by the data subject).

4. The [Parties] [Customer] [Service Provider] shall be responsible for responding to and rectifying any request for rectification from a Data Subject under GDPR Article 16 (Right to rectification).

5. The [Parties] [Customer] [Service Provider] shall be responsible for responding to and erasing any request for the right to erasure from a Data Subject under GDPR Article 17 (Right to erasure (right to be forgotten)).

6. The [Parties] [Customer] [Service Provider] shall be responsible for responding to and restricting any request for restriction of processing from a Data Subject under GDPR Article 18 (Right to restriction of processing).
7. The [Parties] [Customer] [Service Provider] shall be responsible for notifying any rectification or erasure of personal data or restriction of processing carried out in accordance with GDPR Articles 16, 17 and 18 to each recipient to whom the personal data have been disclosed in accordance with GPR Article 19 (Notification obligation regarding rectification or erasure of personal data or restriction of processing).
8. The [Parties] [Customer] [Service Provider] shall be responsible for responding to and porting any request for data portability from a Data Subject under GDPR Article 20 (Right to data portability).
9. The [Parties] [Customer] [Service Provider] shall be responsible for responding to and complying with any objection from a Data Subject under GDPR Article 21 (Right to object).
10. The [Parties] [Customer] [Service Provider] shall be responsible for ensuring a Data Subject is not subject to a decision based solely on automated processing, including profiling which causes legal effects or significant effects on the Data Subject and shall comply with GDPR Article 22 (Automated individual decision-making, including profiling).
11. The [Parties] [Customer] [Service Provider] shall be responsible for notifying the supervisory authority (Information Commissioners Office) and the Data Subject of any personal data breach in accordance with GDPR Article 33 (Notification of a personal data breach to the supervisory authority) and Article 34 (Communication of a personal data breach to the data subject).
12. Each Party shall maintain a record of its processing activities under its responsibility in accordance with GDPR Article 30 (Records of processing activities).

APPENDIX A - SERVICE PROVIDER'S TENDER/PROPOSAL

Full Tender documents held on file – extracts included below.

DEMONSTRATION OF CAPABILITY AND QUALITY OF METHODOLOGY

Executive Summary

Redacted



Why Reed Screening?

Reed Screening are industry leaders in that we are the European Council Leader for the Professional Background Screening Association (PBSA), which is the leading trade association for the vetting industry. This ensures that we remain at the forefront of the sector, meaning that we will bring industry leading practices, innovative technology, and updates on relevant legislation as part of our solution to MHRA.

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Understanding of the Importance of Screening for MHRA and Service Expansion

Redacted

Redacted Reed Screening understand the importance and value of screening

effectively whilst ensuring an exceptional candidate/customer journey. We not only value the work of the MHRA in ensuring that medicines and medical devices work and are acceptably safe, but also have a strong awareness of the real and perceived threats of those who wish to infiltrate the business, including activists/journalists and other rogue prospective workers, and have

Redacted



Processes for Undertaking the Screening Checks

Description of Proposed Service

Reed Screening have designed a best-in-class solution for clients, one that combines system automation and human intervention to deliver a quality and efficient service, with our solution for MHRA broken down into a simple and staged approach, as outlined below.

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Visibility and Transparency for MHRA Users

MHRA users will have logins granting them secure access to their user-friendly and intuitive Screening Dashboard – as pictured below - where they can initiate screening checks, review applications, and download reports, providing visibility of allocated screening cases.

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MHRA users can see the progress of applicants going through the process, with visibility and reportability on cases in progress through high-level dashboards, advanced search functionality for more granular detail – as pictured below - and case transparency to deliver an insightful and transparent customer experience.

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Screening Report

Upon case completion, the file content will be consolidated, updated, and made available to MHRA users on the same day of screening completion, with any agreed notifications. The final report can be held on our system and downloaded as a zip file (often used as a central HR employee file), including any information/attachments received via the application, checks and screening process for MHRA's records, and where the individual has failed vetting, risk evidence will be included and clearly visible.

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EFFECTIVENESS OF CUSTOMER AND CANDIDATE EXPERIENCE INCLUDING FUNCTIONALITY OF SYSTEMS USED IN SERVICE DELIVERY

Redacted



Redacted under FOIA Section 40 Personal Info



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Delivering a First-Class Hiring Manager Experience

The team delivering this service is committed to delivering a first-class experience to MHRA hiring managers with a comprehensive and tailored solution that will meet their resourcing needs and deliver the best outcomes, with a solution consisting of four key components: technology, people, training, and communication.

- ✓ Technology: We will provide MHRA with direct access Redacted, allowing them to secure access to a user-friendly and intuitive Screening

Dashboard where they can initiate screening checks, review applications, and download reports, providing visibility of allocated screening cases.

- ✓ People: Reed Screening will provide MHRA hiring managers with a named Screening (Account) Manager who will collaborate with them daily. Using their experience in managing our service to MHRA, the Screening (Account) Manager will oversee the delivery team on the contract to ensure they are delivering our service in line with your requirements, values, and processes.
- ✓ Training: We will provide training at regular intervals throughout the contract, ensuring that hiring managers understand the process and technology underpinning the service. Training will be delivered in person and online depending on their preference, with our Account manager always available to support any ad-hoc or additional requirements throughout the contract.
- ✓ Communication: The Screening (Account) Manager will provide each hiring manager with regular updates regarding the service. They will lead monthly service review sessions during which they will share high-level delivery overviews. They will use management information reporting to inform these reviews.

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MHRA users can see the progress of applicants going through the process, with visibility and reportability on cases in progress through high-level dashboards, advanced search functionality for more granular detail and case transparency to deliver an insightful and transparent customer experience.

Redacted



Training – Reed Screening will provide training during implementation and refresher training at regular intervals throughout the contract, ensuring that hiring managers understand the process and technology underpinning our service. Training will be delivered in a group or 1-1 setting depending on their preference, with our Account manager always available to support any ad-hoc or additional requirements throughout the contract. Reed are also able to provide system guides .

Branding – The system can be branded as MHRA to offer a seamless candidate journey. 

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Candidate Portal

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The screening portal is fully accessible via all mobile/tablet/desktop devices and all relevant web browsers to ensure ease of use. All applications can be saved and returned to without information being removed.

The system comes with user support guidance to help candidates complete their applications and a 24/7 team to support their queries around the clock, along with clear FAQs available.

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Following the submission of a completed application, the candidate can return to the system at any time to view the progress of their case in addition to receiving automated update notifications.

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Customer Support

Reed Screening maintain a **fully UK based 24/7 customer service helpdesk**, the specific line shared with MHRA candidates will be manned by our operational team servicing the MHRA account, as they are close to the detail of the account, they can expertly resolve any queries.

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ASSURANCES ON INFORMATION SECURITY AND DATA PROTECTION AND EFFECTIVENESS OF BUSINESS CONTINUITY ARRANGEMENTS

Robust Security Measures

Reed Screening ensures that all MHRA and candidate personal data is protected throughout our service. We have strict controls and safeguarding measures to ensure that candidate and client information is at all times kept accurate and secure. All of our data is held in **secure centres in the United Kingdom**. Reed

Redacted



Redacted

Reed's ISO 27001 Data Security accreditation means that we have met the highest standard of data security, which is complimented by our **Cyber Essentials & Cyber Essentials Plus Accreditations**.

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Data Processing and Storage

All data is processed and stored in the UK. Reed Screening has a comprehensive and robust IT security policy

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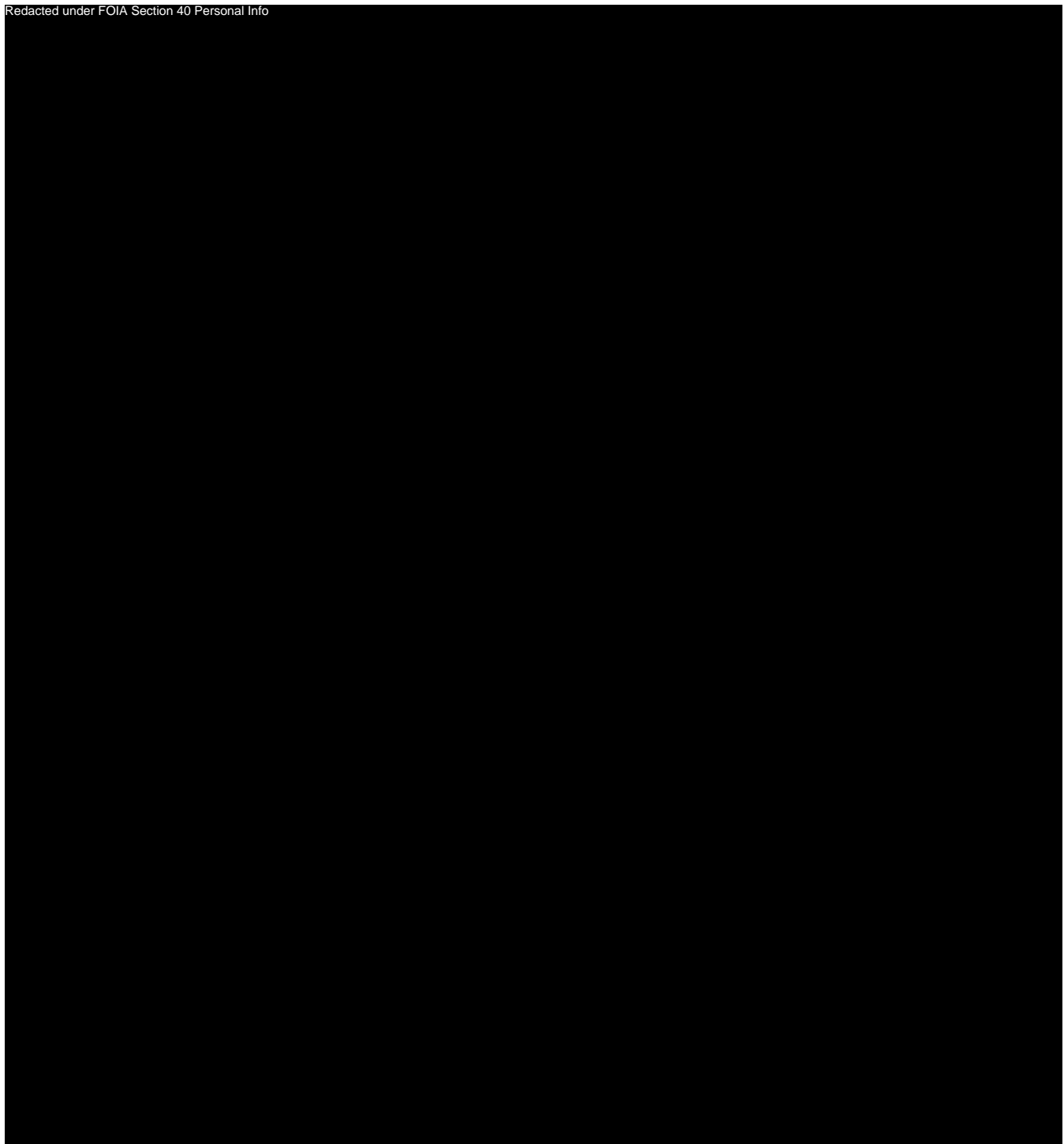


The Business Continuity Policy can be found in the full Tender held on file.

ROBUST ACCOUNT MANAGEMENT CAPABILITY AND PERFORMANCE

Nominated Account Manager and Deputy

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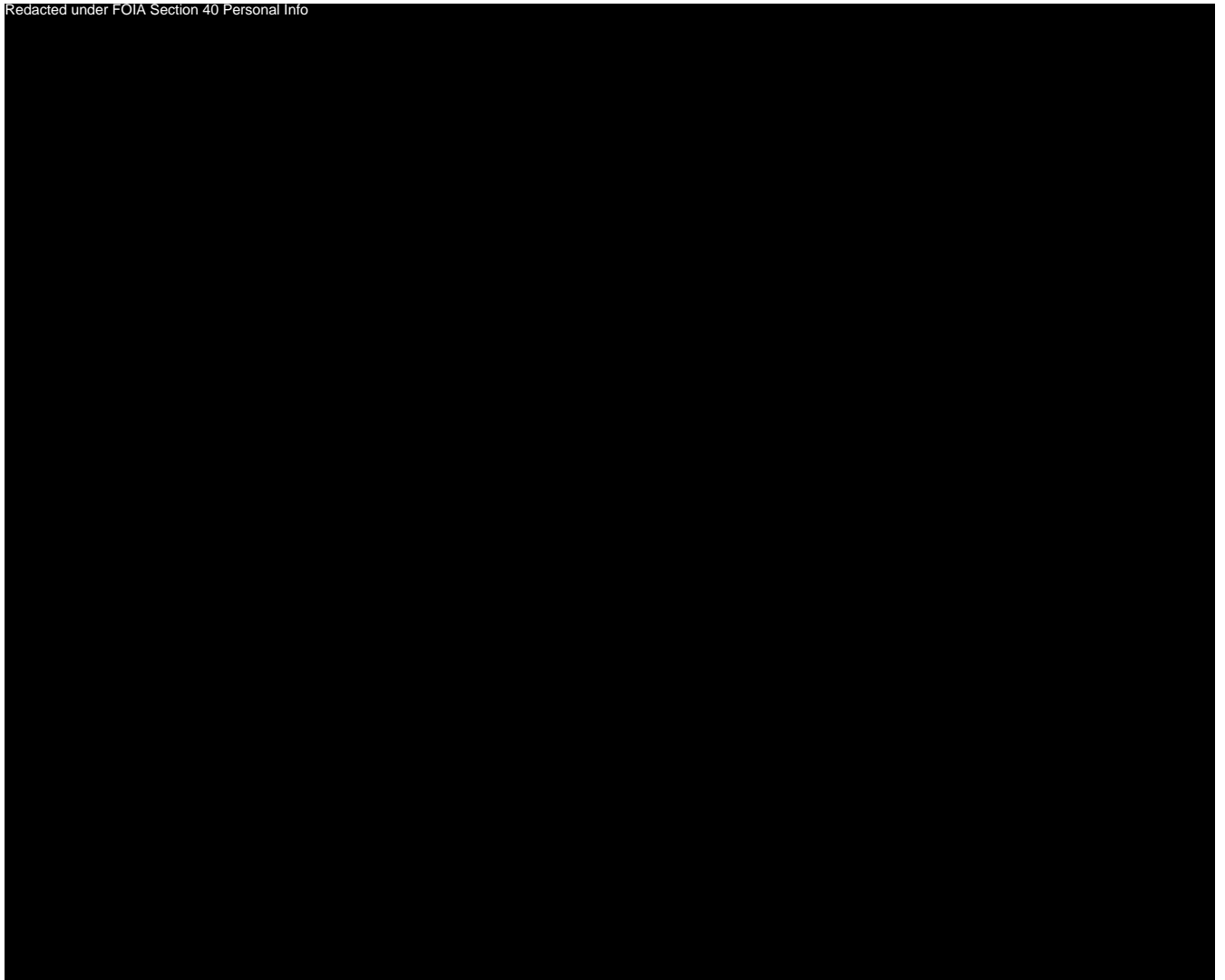


Description of Proposed Management and Working Arrangements

Account Team Structure

To deliver the highest quality service for MHRA, the Account Team will consider elements of Governance and Relationship Management.

Redacted under FOIA Section 40 Personal Info



Account Team Location

All services are delivered off-site from our secure location in central Manchester,

Redacted



Redacted



Approach to Working and Communicating with the Customer

Weekly meetings led internally by your Screening (Account) Manager are currently held to discuss operational elements on screening progress in the week and outlook on the week ahead. There is also an opportunity to proactively flag any challenging cases or additional contextual information required for any adverse information flagged in the week. This allows for ongoing relationship building, collaborative working and mutual expectations to ensure performance levels.

The Operational/Business times for the Account Manager, Deputy and Operational Staff

Covering core hours between 8am and 6pm as standard but flexible if required outside of this, outside of this there are points of operational contact of the team servicing the MHRA account available 24/7 (including overnight and weekend management) who can also support.

Customer Access to the Online Web-Accessed Portal/Dashboard including Facility to Support Contract and Performance Management

Confirmed, all data can be exported from our system in reports/MI which can detail all candidates and the dates completed within SLA etc. Reed Screening can customise dashboards for individual MHRA users to ensure that the data required is reflected on their homepage and easily accessible.

SLA Monitoring

Reed Screening have strict SLAs and KPIs in place with all strategic clients,

Redacted



Redacted



Robust Quality Management Systems and Processes

All of Reed's quality management systems and processes are aligned to our ISO9001 accreditation. We ensure that our processes and service are robust, safe, efficient, effective and deliver high quality outputs.

Sub-Contractor Management Procedures

Reed Screening operates a strict due diligence process when using any third-party provider to support services.

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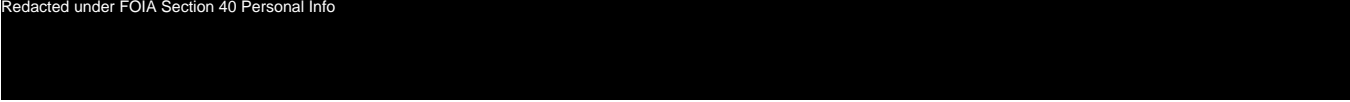


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Real Time MI and other Supporting MI

Reed Screening provide real time Management Information via our Client facing dashboard, that provides data customised to their needs, of performance and screening cases. Performance management and more detailed application tracking will be facilitated through bespoke MI packs, created and delivered to your exact specifications, 

Redacted



Redacted



SOCIAL VALUE: TACKLE WORKFORCE INEQUALITY

Commitment to Ensuring Equal Opportunities

Reed Screening believe in meaningful employment for everyone:

Redacted



Redacted



Managing and Promoting Equality, Diversity and Inclusion

Redacted



THE CUSTOMER

- and -

THE SERVICE PROVIDER

CALL-OFF TERMS

relating to

**3S-22 STRATEGIC HR SERVICES
CALL-OFF CONTRACT REF: C324425**

BETWEEN

- (1) The customer identified in the Form of Contract (the "Customer"); and
- (2) The company identified in the Form of Contract (the "Service Provider").

WHEREAS

- (A) ESPO selected framework providers, including the Service Provider, to provide Goods and/or Services;
- (B) the Service Provider undertook to provide the Goods and/or Services on the terms set out in a Framework Agreement number 3S-22 dated 07 July 2022 (the "Framework Agreement");
- (C) ESPO and the Service Provider have agreed that public sector bodies within the UK may enter into Contracts under the Framework Agreement with the Service Provider for the Service Provider to supply Goods and/or Services;
- (D) The Customer enters into this Contract on the terms hereinafter appearing.

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract unless the context otherwise requires the following provisions shall have the meanings given to them below:

"Affiliates"	means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Affected Party"	means the party seeking to claim relief in respect of a Force Majeure;
"Approval"	means the prior written consent of the Customer and "Approve" and "Approved" shall be construed accordingly;
"Assignment"	means the fixed period of time that a Temporary Worker is placed with the Customer;
"Auditor"	means the National Audit Office or an auditor appointed by the Audit Commission as the context requires;

"BCDR Plan"	means any plan relating to business continuity and disaster recovery as referred to in the Master Contract Schedule and/or any other Contract Document;
"Call-Off Terms"	means these terms and conditions in respect of the provision of the Goods and/or Services, together with the Schedules hereto;
"Change in Law"	means any change in Law or policy which impacts on the supply of the Goods and/or Services and performance of the Call-off Terms which comes into force after the Commencement Date;
"Commencement Date"	means the date set out in the Master Contract Schedule and/or the Form of Contract Document;
"Commercially Sensitive Information"	means the confidential information listed in set out at Schedule 9 of the Framework Agreement (if any) the Master Contract Schedule and/or a Contract Document comprising of commercially sensitive information relating to the Service Provider, its IPR or its business or which the Service Provider has indicated to the Customer that, if disclosed by the Customer, would cause the Service Provider significant commercial disadvantage or material financial loss;
"Confidential Information"	means the Customer's Confidential Information and/or the Service Provider's Confidential Information;
"Continuous Improvement Plan"	means a plan for improving the provision of the Services and/or reducing the charges produced by the Service Provider pursuant to schedule 6 of the Framework Agreement;
"Contract"	means the contract entered into by the Customer and the Service Provider pursuant to Framework Schedule 4 (Ordering Procedure) of the Framework Agreement comprising of the Form of Contract Document, these Call-Off Terms, the Schedules hereto, the Master Contract Schedule and any other Contract Document;
"Contract Document"	means all documents listed in the Form of Contract Document and/or within a schedule referred to in the Form of Contract Document;

"Contract Period"	means the period from the Commencement Date to: a) the Expiry Date; or b) such earlier date of termination or partial termination of the Contract in accordance with Law or the provisions of the Contract;
"Contract Charges"	means the prices (exclusive of any applicable VAT), payable to the Service Provider by the Customer under the Contract, as set out in the Master Contract Schedule and/or any other Contract Document, for the full and proper performance by the Service Provider of its obligations under the Contract less any Service Credits;
"Contracting Authority"	means any contracting authority as defined in Regulation 2 of the Public Contracts Regulations 2015 other than the Customer;
"Control"	means control as defined in section 1124 Corporation Tax Act 2010 and "Controls" and "Controlled" shall be interpreted accordingly;
"Controller"	shall take the meaning given in the GDPR;
"Conviction"	means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order, or being placed on a list kept pursuant to section 1 of the Protection of Children Act 1999 or being placed on a list kept pursuant to the Safeguarding Vulnerable Groups Act 2006.);
"Critical Service Failure"	shall have the meaning given in the Master Contract Schedule and/or any other Contract Document; NOT USED.

"Customer Data"	<p>means:</p> <p>(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which:</p> <p>(i) are supplied to the Service Provider by or on behalf of the Customer; or</p> <p>(ii) the Service Provider is required to generate, process, store or transmit pursuant to the Contract; or</p> <p>(b) any Personal Data for which the Customer is the Data Controller;</p>
"Customer Pre-Existing IPR"	<p>shall mean any Intellectual Property Rights vested in or licensed to the Customer prior to or independently of the performance by the Service Provider of its obligations under the Contract and including, for the avoidance of doubt, guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models and designs;</p>
"Customer's Premises"	<p>the premises identified in the Master Contract Schedule and/or any other Contract Document and which are to be made available for use by the Service Provider for the provision of the Goods and/or Services on the terms set out in the Contract;</p>
"Customer Rebate"	<p>means the rebate sum (if any) agreed by the Customer and the Service Provider in accordance with clause 11.5;</p>
"Customer Responsibilities"	<p>means the responsibilities of the Customer set out in the Master Contract Schedule and/or any other Contract Document;</p>
"Customer Representative"	<p>means the representative appointed by the Customer from time to time in relation to the Contract;</p>
"Customer's Confidential Information"	<p>means all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and Service Providers of the Customer, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;</p>

"Data Loss Event"	means any event that results, or may result, in unauthorised access to Personal Data held by the Service Provider under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Protection Legislation"	means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the GDPR; the DPA 2018; the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority which are applicable to a Party;
"Data Protection Impact Assessment"	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Officer"	shall take the meaning given in the GDPR;
"Data Subject"	shall take the meaning given in the GDPR;
"Data Subject Access Request"	means 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;
"Default"	means any breach of the obligations of the Service Provider (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the Service Provider or Service Provider's Personnel in connection with or in relation to the subject-matter of the Contract and in respect of which the Service Provider is liable to the Customer;
"Delay Payments"	means the amounts set out or amounts calculated in accordance with the formula set out in the Master Contract Schedule and/or any other Contract Document;
"Deliverables"	means those deliverables listed in the Master Contract Schedule and/or any other Contract Document (if any);
"Delivery"	means the time at which the Goods and/or Services have been installed by the Service Provider and the Customer has issued the Service Provider with confirmation in respect thereof and "Deliver" and "Delivered" shall be construed accordingly;

"Dispute Resolution Procedure"	means the dispute resolution procedure set out in clause 42.2;
"DPA 2018"	means Data Protection Act 2018;
"Employment Checks"	means the pre-appointment checks that are required by law and applicable guidance, including without limitation, verification of identity checks, right to work checks, registration and qualification checks, employment history and reference checks, criminal record checks and occupational health checks;
"Environmental Information Regulations"	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;
"Equality Legislation"	means the Equality Act 2010, the Human Rights Act 1998 and such other acts and legislation to ensure, among others; equality of access to goods and services; promotion of good relations between groups in society; the provision of reasonable adjustments for people with disabilities; and equality in employment; equality legislation shall help organisations and providers to meet their obligations under anti-discrimination laws;
"Equipment"	means the Service Provider's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Service Provider (but not hired, leased or loaned from the Customer) in the performance of its obligations under the Contract which, for the avoidance of doubt does not include the Goods and/or Services;
"ESPO"	means Leicestershire County Council, acting in its capacity as servicing authority to a joint committee known as ESPO, established under the Local Government Act 1972 (section 101 (5) and section 102) and section 9EB of the Local Government Act 2000, whose place of business is at of Barnsdale Way, Grove Park, Enderby, Leicester, LE19 1ES;
"Expiry Date"	means the date set out in the Master Contract Schedule and/or any other Contract Document;
"Form of Contract"	means the document in the form set out at Schedule 3 of the Framework Agreement signed by the Customer and the Service Provider and which lists all of the Contract Documents;

"FOIA"	means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;
"Force Majeure"	<p>means any event, occurrence or cause affecting the performance by either the Customer or the Service Provider of its obligations arising from:</p> <ul style="list-style-type: none"> a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party; b) riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; c) acts of government, local government or Regulatory Bodies; d) fire, flood or any disaster acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party; e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: <ul style="list-style-type: none"> i) any industrial dispute relating to the Service Provider, the Service Provider's Personnel/Staff or any other failure in the Service Provider or the Sub-Contractor's supply chain; and ii) any event or occurrence which is attributable to the wilful act, neglect or failure to take reasonable precautions against the event or occurrence by the Party concerned;
"GDPR"	means the General Data Protection Regulation (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 of 2018;

"Good Industry Practice"	means standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Goods and/or Services"	means the goods and/or services to be supplied as specified in the Form of Contract, Master Contract Schedule and/or any other Contract Document;
"Holding Company"	shall have the meaning given to it in section 1159 and Schedule 6 of the Companies Act 2006;
"Implementation Plan"	means the plan referred to in the Master Contract Schedule and/or any other Contract Document produced and updated in accordance with Schedule 2;
"Information"	has the meaning given under section 84 of the FOIA;
"Initial Term"	the period commencing on the Commencement Date and ending on the Expiry Date;
"Intellectual Property Rights" or "IPRs"	means: <ul style="list-style-type: none"> a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, service marks, logos, database rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, design rights (whether registrable or otherwise), Know-How, trade secrets and, moral rights and other similar rights or obligations; b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and c) all other rights whether registrable or not having equivalent or similar effect in any country or jurisdiction (including but not limited to the United Kingdom) and the right to sue for passing off;
"ITT Response"	means the response submitted by the Service Provider on 01/08/2024 to the Invitation to Tender issued by the Customer;

"Key Personnel"	means the individuals (if any) identified in the Master Contract Schedule and/or any other Contract Document;
"Know-How"	means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Goods and/or Services but excluding know-how already in the Service Provider's or the Customer's possession before the Commencement Date;
"Law"	means any applicable act of parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Service Provider is bound to comply;
"LED"	means Law Enforcement Directive (Directive (EU) 2016/680);
"Management Information"	means the management information specified in Framework Schedule 7 (Management Information Requirements);
"Master Contract Schedule"	means the schedule attached to the Form of Contract at Schedule 3 of the Framework Agreement;
"Milestone"	means an event or task described in the Implementation Plan which must be completed by the corresponding date set out in such plan;
"Milestone Date"	means the date set against the relevant Milestone in the Implementation Plan;
"Mirror Framework"	means any framework agreement entered into by the Service Provider and a company owned by ESPO;
"Month"	means calendar month and "monthly" shall be interpreted accordingly;
"Normal Business Hours"	means 8.00 am to 6.00 pm local UK time, each Working Day;
"Parent Company"	means any company which is the ultimate Holding Company of the Service Provider and which is either responsible directly or indirectly for the business activities of the Service Provider or which is engaged by the same or similar business to the Service Provider;

"Party"	means the Service Provider or the Customer and "Parties" shall mean both of them;
"Personal Data"	shall take the meaning given in the GDPR;
"Personal Data Breach"	shall take the meaning given in the GDPR;
"Premises"	means the location where the Services are to be provided and/or the Goods are to be supplied, as set out in the Master Contract Schedule and/or any other Contract Document;
"Processor"	shall take the meaning given in the GDPR;
"Prohibited Act"	<p>means:</p> <ul style="list-style-type: none"> a) to directly or indirectly offer, promise or give any person working for or engaged by the Customer and/or ESPO a financial or other advantage to: <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; or b) committing any offence: <ul style="list-style-type: none"> i) under the Bribery Act 2010; ii) under legislation creating offences concerning fraudulent acts; iii) at common law concerning fraudulent acts relating to the Contract or any other contract with ESPO and/or Customer and/or any other body; or iv) involving slavery or human trafficking; or c) defrauding, attempting to defraud or conspiring to defraud ESPO and/or the Customer or any other contracting body;

"Project Specific IPRs"	<p>means:</p> <ul style="list-style-type: none"> a) IPRs in the Services, Deliverables and/or Goods provided by the Service Provider (or by a third party on behalf of the Service Provider) specifically for the purposes of the Contract and all updates and amendments of these items created during the Contract Period; and/or b) IPRs arising as a result of the provision of the Services, Deliverables and/or Goods by the Service Provider (or by a third party on behalf of the Service Provider) under the Contract;
"Property"	<p>means the property, other than real property and IPR, issued or made available to the Service Provider by the Customer in connection with the Contract;</p>
"Protective Measures"	<p>means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it;</p>
"Quality Standards"	<p>means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent body (and their successor bodies), that a skilled and experienced operator in the same type of industry or business sector as the Service Provider would reasonably and ordinarily be expected to comply with (as may be further detailed in the Master Contract Schedule and/or any other Contract Document) and any other applicable quality standards, Government codes of practice and guidance;</p>
"Regulated Activity"	<p>means any work which is currently defined as a regulated activity relating to children or vulnerable adults within the meaning of Schedule 4 Part 1 (Children) or Part 2 (Vulnerable Adults) of the Safeguarding Vulnerable Groups Act 2006;</p>

"Regulatory Bodies"	means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Customer;
"Related Service Provider"	means any person who provides services to the Customer which are related to the Services from time to time;
"Replacement Service Provider"	any third party Service Provider of Replacement Services appointed by the Customer from time to time;
"Replacement Service"	any services which are substantially similar to any of the Services and which the Customer receives in substitution for any of the Services following the expiry or termination of the Contract, whether those services are provided by the Customer internally and/or by any third party;
"Request Information" for	means a request for information or an apparent request relating to the Contract or the provision of the Services or an apparent request for such information under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
"Service Credits"	means the sums referred to or sums calculated in accordance with Schedule 1 being payable by the Service Provider in respect of any failure by the Service Provider to meet one or more Service Levels; NOT USED.
"Service Levels"	means any service levels applicable to the provision of the Services as referred to Schedule 1;
"Service Provider"	means the person, firm or company with whom the Customer enters into the Contract as identified in the Form of Contract;
"Service Provider Personnel"	means all directors, officers, employees, agents, consultants and contractors of the Service Provider and/or of any Sub-Contractor engaged in the performance of its obligations under this Contract. For the avoidance of doubt, Temporary Workers shall not be deemed to be Service Provider's Personnel;

"Service Provider Pre-Existing IPR"	shall mean any Intellectual Property Rights vested in or licensed to the Service Provider prior to or independently of the performance by the Customer of its obligations under the Contract and including, for the avoidance of doubt, guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models and designs;
"Service Provider's Representative"	means the representative appointed by the Service Provider from time to time in relation to the Contract;
"Service Provider Solution"	means the Service Provider's solution for the provision of the Goods and/or Services as referred to in the Master Contract Schedule and/or another Contract Document referred to in the Form of Contract;
"Service Provider's Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and Service Providers of the Service Provider, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Services"	means the services to be supplied as referred to in the Form of Contract, the Master Contract Schedule and the Contract Documents. For the avoidance of doubt, the performance of the Assignment by the Temporary Worker does not form part of the Services;
"Sites"	means any premises from which the Services are provided or from which the Service Provider manages, organises or otherwise directs the provision or the use of the Services;
"Specification"	means the specification in the Lots at Framework Schedule 1 (Goods and/or Services);
"Staff"	means all persons employed by the Service Provider and/or any Sub-Contractor to perform its obligations under the Contract together with the Service Provider's and/or any Sub-Contractor's servants, consultants, agents, Service Providers and Sub-Contractors used in the performance of its obligations under the Contract. For the avoidance of doubt, Temporary Workers shall not be deemed to be Staff;

"Sub-Contract"	means any contract or agreement or proposed contract or agreement between the Service Provider and any third party whereby that third party agrees to provide to the Service Provider the Goods and/or Services or any part thereof or facilities, goods or services necessary for the provision of the Goods and/or Services or any part thereof or necessary for the management, direction or control of the Goods and/or Services or any part thereof;
"Sub-Contractor"	means the third party with whom the Service Provider enters into a Sub-Contract or its servants or agents and any third party with whom that third party enters into a Sub-Contract or its servants or agents;
"Sub-processor"	means any third party appointed to process Personal Data on behalf of the Service Provider related to this Contract;
"Technical Standards"	means the technical standards set out in the Framework Agreement and if applicable the Master Contract Schedule and/or another Contract Document referred to in the Form of Contract;
"Temporary Worker"	means a person engaged by the Service Provider or an Agency and provided on Assignment to the Customer under the supervision, direction and control of the Customer;
"Tender"	means the tender submitted by the Service Provider to the Customer in response to the Customer's invitation to Service Providers for formal offers to supply it with the Goods and/or Services pursuant to the Framework Agreement;
"Term"	the period of the Initial Term as may be varied by: a) any extensions to this Contract which are agreed pursuant to clause 3; or b) the earlier termination of this Contract in accordance with its terms;
"Transferring Goods"	means goods comprised in the Goods and/or Services, title to which transfers between the Parties in accordance with clause 4.6.1;
"Undelivered Goods and/or Services"	shall have the meaning given in clause 4.5.7;
"Valid Invoice"	means an invoice issued by the Service Provider to the Customer that complies with clause 11.2.2;

"Variation"	has the meaning given to it in clause 33;
"Variation Procedure"	means the procedure set out in clause 33;
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Working Day"	means any day other than a Saturday or Sunday or public holiday in England and Wales.

1.2 Interpretation

The interpretation and construction of the Contract shall be subject to the following provisions:

- 1.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- 1.2.2 words importing the masculine include the feminine and the neuter;
- 1.2.3 the words "include", "includes" and "including" "for example" and "in particular" and words of similar effect are to be construed as if they were immediately followed by the words "without limitation" and shall not limit the general effect of the words which precede them;
- 1.2.4 references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- 1.2.5 the Schedules form part of the Contract and shall have effect as if set out in full in the body of the Contract. Any reference to the Contract includes the Schedules;
- 1.2.6 references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
- 1.2.7 headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract;
- 1.2.8 references to "clauses" and "Schedules" are, unless otherwise provided, references to the clauses of and Schedules to this Contract. References to "paragraphs" are, unless otherwise provided, references to paragraphs of the schedule in which the references are made;
- 1.2.9 terms or expressions contained in this Contract which are capitalised but which do not have an interpretation in clause 1 shall be interpreted in

accordance with the Framework Agreement save for such words as do not have an interpretation in the Framework Agreement in which case they shall be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise they shall be interpreted in accordance with the dictionary meaning;

1.2.10 reference to a clause is a reference to the whole of that clause unless stated otherwise; and

1.2.11 in the event of and only to the extent of any conflict between the Master Contract Schedule, these Call-Off Terms, any other Contract Document any document referred to in the clauses of the Contract and the Framework Agreement, the conflict shall be resolved in accordance with the following order of precedence:

1.2.11.1 the Framework Agreement;

1.2.11.2 these Call-Off Terms;

1.2.11.3 the Master Contract Schedule; and

1.2.11.4 any other Contract Document or document referred to in these Call-Off Terms.

2. DUE DILIGENCE

2.1 The Service Provider acknowledges that it:

2.1.1 has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Customer;

2.1.2 has raised all relevant due diligence questions with the Customer before the Commencement Date; and

2.1.3 has entered into this Contract in reliance on its own due diligence alone.

2.2 The Customer hereby confirms that it has all requisite authority to enter into the Contract.

3. CONTRACT PERIOD

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

3.2 The Customer may extend this Contract beyond the Initial Term by a further period or periods as stated in the Master Contract Schedule (Extension Period). If the Customer wishes to extend this Contract, it shall give the Service Provider three (3) months' written notice of such intention before the expiry of the Initial Term or Extension Period.

- 3.3 If the Customer gives such notice then the Term shall be extended by the period set out in the notice.
- 3.4 If the Customer 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 20 shall apply.

4. SUPPLY OF GOODS AND/OR SERVICES

4.1 Supply of the Goods and/or Services

- 4.1.1 The Service Provider shall supply the Goods and/or Services in accordance with the Implementation Plan.
- 4.1.2 The Service Provider shall supply the Goods and/or Services during the Contract Period in accordance with the Customer's requirements as set out in this Contract in consideration for the payment of the Contact Charges. The Customer may inspect and examine the manner in which the Service Provider supplies the Goods and/or Services at the Premises during Normal Business Hours on reasonable notice.
- 4.1.3 If the Customer informs the Service Provider in writing that the Customer reasonably believes that any part of the Goods and/or Services does not meet the requirements of the Contract or differs in any way from those requirements, the Service Provider shall at its own expense re-schedule and carry out the Goods and/or Services in accordance with the requirements of the Contract within such reasonable time as may be specified by the Customer.
- 4.1.4 The Service Provider accepts responsibility for all damage to, shortage or loss of the Ordered Goods if:
 - 4.1.4.1 the same is notified in writing to the Service Provider within three (3) Working Days of receipt of the Ordered Goods by the Customer; and
 - 4.1.4.2 the Ordered Goods have been handled by the Customer in accordance with the Service Provider's instructions.
- 4.1.5 Where the Service Provider accepts responsibility under clause 4.1.4 it shall, at its sole option, replace or repair the Ordered Goods (or part thereof) which have been proven, to the Service Provider's reasonable satisfaction, to have been lost or damaged in transit.
- 4.1.6 The Service Provider agrees that the Customer relies on the skill and judgment of the Service Provider in the supply of the Goods and/or Services and the performance of its obligations under the Contract.

4.2 Provision and Removal of Equipment

- 4.2.1 Unless otherwise stated in the Master Contract Document and/or any other Contract Document, the Service Provider shall provide all the

Equipment necessary for the supply of the Goods and/or the Services.

- 4.2.2 The Service Provider shall not deliver any Equipment nor begin any work on the Premises without obtaining Approval.
- 4.2.3 All Equipment brought onto the Premises shall be at the Service Provider's own risk and the Customer shall have no liability for any loss of or damage to any Equipment unless and to the extent that the Service Provider is able to demonstrate that such loss or damage was caused by or contributed to by the Customer's Default. The Service Provider shall be wholly responsible for the haulage or carriage of the Equipment to the Premises and the removal thereof when it is no longer required by the Customer and in each case at the Service Provider's sole cost. Unless otherwise stated in the Contract, Equipment brought onto the Premises will remain the property of the Service Provider.
- 4.2.4 The Service Provider shall maintain all items of Equipment within the Premises in a safe, serviceable and clean condition.
- 4.2.5 The Service Provider shall, at the Customer's written request, at its own expense and as soon as reasonably practicable:
 - 4.2.5.1 remove from the Premises any Equipment which in the reasonable opinion of the Customer is either hazardous, noxious or not in accordance with the Contract; and
 - 4.2.5.2 replace such item with a suitable substitute item of Equipment.
- 4.2.6 Upon termination or expiry of the Contract, the Service Provider shall remove the Equipment together with any other materials used by the Service Provider to supply the Goods and/or Services and shall leave the Premises in a clean, safe and tidy condition. The Service Provider is solely responsible for making good any damage to the Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Service Provider or Service Provider's Personnel/Staff.

4.3 **Quality**

- 4.3.1 The Service Provider shall at all times comply with the Technical Standards and the Quality Standards, and where applicable shall maintain accreditation with the relevant Quality Standards' authorisation body. To the extent that the standard to which the Goods and/or Services must be provided has not been specified in the Contract, the Service Provider shall agree the relevant standard for the provision of the Goods and/or Services with the Customer prior to the supply of the Goods and/or Services commencing and in any event, the Service Provider shall perform its obligations under the Contract in accordance with the Law and Good Industry Practice.
- 4.3.2 The Service Provider shall ensure that the Staff shall at all times during the Contract Period:

- 4.3.2.1 faithfully and diligently perform those duties and exercise such powers as necessary in connection with the provision of the Goods and/or Services;
 - 4.3.2.2 obey all lawful instructions and reasonable directions of the Customer and provide the Goods and/or Services to the reasonable satisfaction of the Customer; and
 - 4.3.2.3 apply all due skill, care, diligence and are appropriately experienced, qualified and trained.
- 4.3.3 The Service Provider shall without prejudice to clause 4.1.4 above perform its obligations under the Contract in a timely manner.
- 4.3.4 The Service Provider shall supply the Goods and/or Services and, where relevant, install the Goods in accordance with the Specification in the Framework Agreement (if any) (as a minimum), the Master Contract Schedule and/or any other Contract Document and in accordance with all applicable Laws, including but not limited to, any obligation implied by sections 12, 13 and 14 of the Sale of Goods Act 1979 and section 2 of the Supply of Goods and Services Act 1982.
- 4.3.5 The Service Provider shall at all times during the Contract Period ensure that:
 - 4.3.5.1 the Goods and/or Services conform in all respects with the specifications set out in the Master Contract Schedule and/or any other Contract Document and/or where applicable the Framework Agreement;
 - 4.3.5.2 the Goods and/or Services operate in accordance with the relevant technical specifications and correspond with all requirements set out in the Master Contract Schedule and/or any other Contract Document;
 - 4.3.5.3 the Goods and/or Services conform in all respects with all applicable Laws, Quality Standards and Technical Standards;
 - 4.3.5.4 the Goods are free from defects in design and workmanship and are fit for the purpose that such Goods are ordinarily used for and for any particular purpose made known to the Service Provider by the Customer; and
 - 4.3.5.5 the Goods and/or Services are supplied in accordance with the Service Provider Solution.

4.4 Delivery (Goods only)

- 4.4.1 Without prejudice to the content of clause 4.5 (Delivery) the Service Provider shall make delivery of the Goods specified in the Master Contract Schedule and/or any other Contract Document at the times and in the manner stated therein and as a minimum meet the requirements

stated in the Response to the ITT. Delivery shall be at no cost to the Customer and shall be at the sole risk of the Service Provider.

- 4.4.2 Ownership and passing of title in the Goods shall, without prejudice to any other rights or remedies of the Customer pass to the Customer on the earlier of payment by the Customer of the Contract Charges or allocation of the relevant Goods by the Customer to an order.
- 4.4.3 Risk in the Goods shall, without prejudice to any other rights or remedies of the Customer pass to the Customer at the point when the Goods have been delivered satisfactorily.

4.5 **Delivery**

- 4.5.1 The Service Provider shall Deliver the Goods and provide the Services in accordance with the Implementation Plan and Milestones.
- 4.5.2 The issue by the Customer of a receipt note for delivered Equipment shall not constitute any acknowledgement of the condition, quantity or nature of that Equipment.
- 4.5.3 Time of delivery in relation to commencing and/or supplying the Goods and/or Services shall be of the essence and if the Service Provider fails to deliver the Goods and/or Services within the time specified in accordance with clause 4.1.1 and/or the Master Contract Schedule and/or any other Contract Document and without prior written Approval, the Customer may release itself from any obligation to accept and pay for the Goods and/or terminate the Contract, in either case without prejudice to any other rights and remedies of the Customer.
- 4.5.4 Except where otherwise provided in the Contract, the Goods shall be installed and the Services provided by the Staff or the Sub-Contractors at such place or places as set out in the Master Contract Schedule and/or any other Contract Document.
- 4.5.5 Where the Goods are delivered by the Service Provider, the point of delivery shall be when the Goods are removed from the transporting vehicle at the Premises. Where the Goods are collected by the Customer, the point of delivery shall be when the Goods are loaded on the Customer's vehicle.
- 4.5.6 Except where otherwise provided in the Contract, delivery shall include the unloading, stacking or installation of the Goods and/or Services by the Staff or the Service Provider's Service Providers or carriers at such place as the Customer or duly authorised person shall reasonably direct.
- 4.5.7 In the event that not all of the Goods and/or Services are Delivered by the relevant Milestone Dates specified in the Implementation Plan ("**Undelivered Goods and/or Services**") then the Customer shall be entitled to withhold payment of the Contract Charges for any Goods and/or Services that were not Delivered in accordance with the

corresponding Milestone Date until such time as the Undelivered Goods and/or Services are Delivered.

- 4.5.8 The Customer shall be under no obligation to accept or pay for any Goods Delivered in excess of the quantity specified in the Master Contract Schedule and/or any other Contract Document. If the Customer elects not to accept such over-Delivered Goods it shall give notice in writing to the Service Provider to remove them within five (5) Working Days and to refund to the Customer any expenses incurred by the Customer as a result of such over-Delivery (including but not limited to the costs of moving and storing the Goods), failing which the Customer may dispose of such Goods and charge the Service Provider for the costs of such disposal. The risk in any over-Delivered Goods shall remain with the Service Provider.

4.6 Ownership and Risk

- 4.6.1 Ownership and passing of title in the Goods shall, without prejudice to any other rights or remedies of the Customer pass to the Customer on the earlier of payment by the Customer of the Contract Charges or allocation of the relevant Goods by the Customer to an order.
- 4.6.2 Risk in the Goods shall, without prejudice to any other rights or remedies of the Customer pass to the Customer at the point when the Goods have been delivered satisfactorily.

4.7 Guarantee

The Service Provider hereby guarantees the Transferring Goods for the Guarantee Period against faulty materials and workmanship. If the Customer shall within such Guarantee Period or within twenty five (25) Working Days thereafter give notice in writing to the Service Provider of any defect in any of the Transferring Goods as may have arisen during such Guarantee Period under proper and normal use, the Service Provider shall (without prejudice to any other rights and remedies which the Customer may have) promptly remedy such defects (whether by repair or replacement as the Customer shall elect) free of charge.

5. ASSISTANCE ON EXPIRY OR TERMINATION

- 5.1 In the event that the Contract expires or is terminated, the Service Provider shall, where so requested by the Customer, provide assistance to the Customer to migrate the provision of the Services to a Replacement Service Provider.

6. DISASTER RECOVERY AND BUSINESS CONTINUITY

- 6.1 The Service Provider will maintain in place throughout the Contract Period business continuity arrangements and will review those arrangements at appropriate intervals and if necessary update them, so as to ensure as far as reasonably practical that in the event of unexpected circumstances, either within or external to the Service Provider's organisation, delivery of the Goods and/or Services to the Customer is subject to a minimum of disruption.

7. MONITORING OF CONTRACT PERFORMANCE

- 7.1 The Service Provider shall comply with the monitoring arrangements referred to in the Master Contract Schedule and/or any other Contract Document including, but not limited to, providing such data and information as the Service Provider may be required to produce under the Contract.
- 7.2 Where requested by the Customer, the Service Provider shall supply the Management Information to the Customer in the form and periodically as specified in the Master Contract Schedule.

8. DISRUPTION

- 8.1 The Service Provider shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Customer, its employees or any other contractor employed by the Customer.
- 8.2 The Service Provider shall immediately inform the Customer of any actual or potential industrial action, whether such action be by the Service Provider's own employees or others, which affects or might affect the Service Provider's ability at any time to perform its obligations under the Contract.
- 8.3 In the event of industrial action by the Staff, the Service Provider shall seek Approval to its proposals for the continuance of the supply of the Goods and/or Services in accordance with its obligations under the Contract.
- 8.4 If the Service Provider's proposals referred to in clause 8.3 are considered insufficient or unacceptable by the Customer acting reasonably then the Contract may be terminated with immediate effect by the Customer by notice in writing.
- 8.5 If the Service Provider is temporarily unable to fulfil the requirements of the Contract owing to disruption of normal business caused by the Customer, an appropriate allowance by way of extension of time will be approved by the Customer. In addition, the Customer will reimburse any additional expense reasonably incurred by the Service Provider as a direct result of such disruption.

9. SERVICE LEVELS AND REMEDIES IN THE EVENT OF INADEQUATE PERFORMANCE OF THE SERVICES OR PROVISION OF THE GOODS

- 9.1 The Service Provider shall provide the Services to meet or exceed the Service Levels in Schedule 1 and any failure to meet the Service Levels shall entitle the Customer to Service Credits calculated in accordance with the provisions of Schedule 1 or in the event of a Critical Service Failure shall give rise to a right for the Customer to terminate the Contract with immediate effect upon giving written notice to the Service Provider. (SERVICE CREDITS AND CRITICAL SERVICE FAILURE APPROACH NOT USED).
- 9.2 The Service Provider shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Service Provider's performance of the Services against the applicable Service Levels at a level of detail sufficient to verify compliance with the Service Levels.

- 9.3 Without prejudice to any other right or remedy which the Customer may have, if any Goods and/or Services are not supplied in accordance with, or the Service Provider fails to comply with any of the terms of the Contract then the Customer may (whether or not any part of the Goods and/or Services have been Delivered) do any of the following:
- 9.3.1 at the Customer's option, give the Service Provider the opportunity at the Service Provider's expense to either remedy any defect in the Goods and/or failure in the performance of the Services together with any damage resulting from such defect or failure (and where such defect or failure is capable of remedy) or to supply replacement Goods and/or Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled, in accordance with the Customer's instructions;
 - 9.3.2 reject the Goods (in whole or in part) and require the Service Provider to remove the Goods (in whole or in part) at the risk and cost of the Service Provider on the basis that a full refund for the Goods so rejected shall be paid to the Customer forthwith by the Service Provider;
 - 9.3.3 refuse to accept any further Goods and/or Services to be Delivered but without any liability to the Customer;
 - 9.3.4 if the Master Contract Schedule and/or any other Contract Documents provide for the payment of Delay Payments, then the Service Provider shall pay such amounts (calculated in accordance with the Master Contract Schedule and/or any other Contract Document) on demand. The Delay Payments will accrue on a daily basis from the relevant Milestone Date and will continue to accrue until the date when the Milestone is met;
 - 9.3.5 carry out at the Service Provider's expense any work necessary to make the Goods and/or Services comply with the Contract;
 - 9.3.6 without terminating the Contract, itself supply or procure the supply of all or part of the Goods and/or Services until such time as the Service Provider shall have demonstrated to the reasonable satisfaction of the Customer that the Service Provider will once more be able to supply all or such part of the Goods and/or Services in accordance with the Contract;
 - 9.3.7 without terminating the whole of the Contract, terminate the Contract in respect of part of the Goods and/or Services only (whereupon a corresponding reduction in the Contract Charges shall be made) and thereafter itself supply or procure a third party to supply such part of the Goods and/or Services; and/or
 - 9.3.8 charge the Service Provider for and the Service Provider shall on demand pay any costs reasonably incurred by the Customer (including any reasonable administration costs) in respect of the supply of any part of the Goods and/or Services by the Customer or a third party to the extent

that such costs exceed the payment which would otherwise have been payable to the Service Provider for such part of the Goods and/or Services and provided that the Customer uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Goods and/or Services.

9.4 In the event that the Service Provider:

9.4.1 fails to comply with clause 9.3 above and the failure is materially adverse to the interests of the Customer or prevents the Customer from discharging a statutory duty; or

9.4.2 persistently fails to comply with clause 9.3 above,

the Customer may terminate the Contract with immediate effect by giving the Service Provider notice in writing.

10. PREMISES

NOT APPLICABLE SO NOT USED.

11. PAYMENT AND CONTRACT CHARGES

11.1 Contract Charges

11.1.1 In consideration of the Service Provider's performance of its obligations under the Contract, the Customer shall pay the Contract Charges in accordance with clause 11.2 (Payment and VAT).

11.1.2 The Customer shall, in addition to the Contract Charges and following delivery by the Service Provider of a valid VAT invoice, pay the Service Provider a sum equal to the VAT chargeable on the value of the Goods and/or Services supplied in accordance with the Contract.

11.1.3 If at any time during the Contract Period the Service Provider reduces its rates of Charges for any Goods and/or Services which is provided under the Framework Agreement (whether or not such Goods and/or Services are offered in a catalogue which is provided under the Framework Agreement) in accordance with the terms of the Framework Agreement, the Service Provider shall immediately reduce the Contract Price for such Goods and/or Services under the Contract by the same amount.

11.1.4 The benefit of any work being done pursuant to the provisions of Schedule 6 (Value for Money) of the Framework Agreement which is specifically commissioned from the Service Provider by another contracting body at any time prior to or during the Contract Period to reduce costs or to improve the quality or efficiency of the Goods and/or Services or to facilitate their delivery shall be offered by the Service Provider to the Customer at no charge.

11.1.5 The Parties acknowledge that the Service Provider is required to pay to

ESPO and, where relevant, the Trading Company a retrospective rebate based on the value of each call-off contract at a percentage agreed in the Framework Agreement.

11.2 Payment and VAT

- 11.2.1 Where the Service Provider submits an invoice to the Customer, the Customer will consider and verify that invoice in a timely fashion.
- 11.2.2 The Service Provider shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Goods supplied and/or the Services provided and that it is supported by any other documentation reasonably required by the Customer to substantiate the invoice. The Customer shall accept and process for payment an electronic invoice submitted for payment by the Service Provider where the invoice is undisputed and where it complies with the following standard on electronic invoicing: the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.
- 11.2.3 The Customer shall pay the Service Provider any sums due under such an invoice no later than a period of 30 days from the date on which the Customer has determined that the invoice is valid and undisputed.
- 11.2.4 Where the Customer fails to comply with clause 11.2.1 and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of clause 11.2.2 after a reasonable time has passed.
- 11.2.5 Where the Service Provider enters into a Sub-Contract, the Service Provider shall include in that Sub-Contract:
 - (a) provisions having the same effect as clauses 11.2.1 – 11.2.3 of this Contract; and
 - (b) a provision requiring the counterparty to that Sub-Contract to include any Sub-Contract which it awards provisions have the same effect as clauses 11.1.1 – 11.1.4 of this Contract.

For the purposes of this sub clause 11.2.5 "Sub-Contract" means a contract between two or more suppliers, at any stage of remoteness from the Customer in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or part of this Contract.

- 11.2.6 The Service Provider shall indemnify the Customer on demand and on a continuing basis against any liability, including without limitation any interest, penalties or costs, which are suffered or incurred by or levied, demanded or assessed on the Customer at any time in respect of the Service Provider's failure to account for or to pay any VAT relating to payments made to the Service Provider under the Contract. Any

amounts due under this clause 11.2.6 shall be paid by the Service Provider to the Customer not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Customer.

- 11.2.7 The Service Provider shall not suspend the supply of the Services and/or Goods (as applicable) unless the Service Provider is entitled to terminate the Contract under clause 26 (Termination on Default) for failure to pay undisputed sums of money. Interest shall be payable by the Customer on the late payment of any undisputed sums of money properly invoiced at 3% above the Bank of England base rate.

11.3 Recovery of Sums Due

- 11.3.1 Wherever under the Contract any sum of money is recoverable from or payable by the Service Provider (including any sum which the Service Provider is liable to pay to the Customer in respect of any breach of the Contract), the Customer may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Service Provider under the Contract or under any other agreement or contract with the Customer.
- 11.3.2 Any overpayment by either Party, whether of the Contract Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- 11.3.3 The Service Provider shall make any payments due to the Customer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Service Provider has a valid court order requiring an amount equal to such deduction to be paid by the Customer to the Service Provider.
- 11.3.4 All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

11.4 Euro

- 11.4.1 Any requirement of Law to account for the Goods and/or Services in Euro, (or to prepare for such accounting) instead of and/or in addition to Sterling, shall be implemented by the Service Provider free of charge to the Customer.
- 11.4.2 The Customer shall provide all reasonable assistance to facilitate compliance with clause 11.4.1 by the Service Provider.

11.5 Customer Rebate

- 11.5.1 The Customer and the Service Provider may (but shall not be obliged) in advance of agreeing to take a supply of goods or services seek to agree a Customer Rebate. Where such rebate is agreed the amount of

the Customer Rebate shall be documented in the Order form and reported to ESPO by the Customer and the Service Provider.

- 11.5.2 Where a Customer Rebate has been agreed, the Customer shall submit invoices to the Service Provider in respect of the Customer Rebate due monthly based on the invoices paid by the Customer in the previous month. All such amounts shall also be notified in writing by the Service Provider to ESPO with the next set of Management Information.
- 11.5.3 The Service Provider shall pay the amount stated in any invoice submitted under clause 11.5.2 within thirty (30) Working Days of the date issue of the invoice.
- 11.5.4 All Customer Rebates shall be paid by the Service Provider to the Customer without any set off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 11.5.5 The Customer Rebate shall apply to the full value of the Goods and/or Services as specified in each and every Contract and shall not be varied as a result of any reduction in the Charges due to the application of any service credits however the calculation of the Customer Rebate may be calculated on the value of Charges less any rebate payable to ESPO or any Trading Company under the Framework Agreement (thus reducing, for calculation purposes only, the overall value of the contract upon which the Customer Rebate is calculated).
- 11.5.6 The Customer Rebate shall be exclusive of VAT. The Service Provider shall pay the VAT on the Customer Rebate at the rate and in the manner prescribed by Law from time to time.
- 11.5.7 Interest shall be payable on any late payments of the Customer Rebate under this Framework Agreement in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and any amendment thereof.
- 11.5.8 The Customer Rebate shall remain payable throughout the duration of any Contract irrespective of the termination for any reason of the Framework Agreement including the effluxion of time and for the avoidance of doubt whether or not the Service Provider succeeds in being awarded any subsequent Service Provider status on renewal of the Framework Agreement.

12. KEY PERSONNEL

- 12.1 The Parties have agreed to the appointment of the Key Personnel. The Service Provider shall and shall procure that any Sub-Contractor shall obtain Approval before removing or replacing any Key Personnel during the Contract Period.
- 12.2 The Service Provider shall provide the Customer with at least one (1) Month's written notice of its intention to replace any member of Key Personnel.

- 12.3 The Customer shall not unreasonably delay or withhold its Approval to the removal or appointment of a replacement for any relevant Key Personnel by the Service Provider or Sub-Contractor.
- 12.4 The Service Provider acknowledges that the persons designated as Key Personnel from time to time are essential to the proper provision of the Goods and/or Services to the Customer. The Service Provider shall ensure that the role of any Key Personnel is not vacant for any longer than ten (10) Working Days and that any replacement shall be as qualified and experienced or more qualified and experienced as the previous incumbent and fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced.
- 12.5 The Customer may also require the Service Provider to remove any Key Personnel that the Customer considers in any respect unsatisfactory. The Customer shall not be liable for the cost of replacing any Key Personnel.

13. SERVICE PROVIDER'S STAFF/PERSONNEL

- 13.1 The Customer may, by written notice to the Service Provider, refuse to admit onto, or withdraw permission to remain on, the Customer's Premises:
 - 13.1.1 any member of the Staff; or
 - 13.1.2 any person employed or engaged by any member of the Staff,whose admission or continued presence would, in the reasonable opinion of the Customer, be undesirable.
- 13.2 At the Customer's written request, the Service Provider shall provide a list of the names and addresses of all persons who may require admission to the Customer's Premises in connection with the Contract, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Customer may reasonably request.
- 13.3 Staff engaged within the boundaries of the Customer's Premises shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or within the boundaries of those Customer's Premises.
- 13.4 If the Service Provider fails to comply with clause 13.2 within three (3) weeks of the date of the request, the Customer may terminate the Contract, provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Customer.
- 13.5 The decision of the Customer as to whether any person is to be refused access to the Premises and as to whether the Service Provider and Staff have failed to comply with clause 13.2 shall be final and conclusive.

Children and Vulnerable Adults

- 13.6 Where the provision of the Goods and/or Services requires any of the Service Provider's employees or volunteers to work in a Regulated Activity with children

and/or vulnerable adults, the Service Provider will make checks in respect of such employees and volunteers with the Disclosure & Barring Service (DBS) for the purpose of checking at an enhanced level of disclosure for the existence of any criminal convictions subject to the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended) or other relevant information and that the appropriate check of the Children's Barred List relating to the protection of children.

- 13.7 The Service Provider will comply with the requirements of the Safeguarding of Vulnerable Groups Act 2006 (as amended by the Protection of Freedoms Act 2012 and any other subsequent relevant legislation) in respect of such employees and volunteers that work in a Regulated Activity.
- 13.8 The Service Provider will ensure that all enhanced checks for a Regulated Activity including the appropriate barred list check or checks are renewed every three years.
- 13.9 The Service Provider will not employ any person or continue to employ any person to provide the Regulated Activities who is prevented from carrying out such activities under the Safeguarding of Vulnerable Groups Act 2006 and will notify the Customer immediately of any decision to employ such a person in any role connected with this Contract or any other agreement or arrangement with the Customer.
- 13.10 Where the provision of the Goods and/or Services does not require any of the Service Provider's employees or volunteers to work in a Regulated Activity but where the Service Provider's employees or volunteers may nonetheless have contact with children and/or vulnerable adults the Service Provider will in respect of such employees and volunteers:
- a) carry out Employment Checks; and
 - b) carry out such other checks as may be required by the Disclosure & Barring Service from time to time through the Contract Period.
- 13.11 Where the principle obligation of the Service Provider is to effect delivery of goods to a site and does not require any element of on-site working including installation and commissioning of Goods in a private dwelling, neither the Service Provider nor any sub-contractors are to have direct contact with children and/or vulnerable adults during any delivery or attendance at the premises. The Service Provider shall ensure that those engaged in undertaking the duties under this contract, including employees, servants, agents and others are of suitable standing and good character and provide them with copies of the Specification and secure their written acknowledgement of receipt and understanding.

14. TUPE

NOT APPLICABLE SO NOT USED.

15. STAFFING SECURITY

- 15.1 The Service Provider shall comply with the Customer's staff vetting procedures (where provided to the Service Provider) in respect of all Service Provider Staff employed or engaged in the provision of the Goods and/or Services. The Service Provider confirms that all Staff employed or engaged by the Service Provider at the Commencement Date were vetted and recruited on a basis that is equivalent to and no less strict than the Customer's staff vetting procedures.
- 15.2 The Service Provider shall provide training on a continuing basis for all Staff employed or engaged in the provision of the Goods and/or Services to ensure compliance with the Customer's staff vetting procedures.

16. INTELLECTUAL PROPERTY RIGHTS, DATA PROTECTION AND CONFIDENTIALITY

- 16.1 Save as granted under this Contract, neither the Customer nor the Service Provider shall acquire any right, title or interest in the other's Pre-Existing Intellectual Property Rights.
- 16.2 The Service Provider shall ensure and procure that the availability, provision and use of the Goods and/or Services and the performance of the Service Provider's responsibilities and obligations hereunder shall not infringe any Intellectual Property Rights of any third party.
- 16.3 With respect to the Service Provider's obligations under the Contract, the Service Provider warrants and represents that:
- 16.3.1 it owns, has obtained or shall obtain valid licences for all Intellectual Property Rights that are necessary to perform its obligations under this Contract;
 - 16.3.2 it has and shall continue to take all steps, in accordance with Good Industry Practice, to prevent the introduction, creation or propagation of any disruptive elements (including any virus, worms and/or Trojans, spyware or other malware) into systems, data, software or the Customer's Confidential Information (held in electronic form) owned by or under the control of, or used by the Customer;
- 16.4 The Service Provider shall during and after the Contract Period of the Contract indemnify and keep indemnified the Customer on demand in full from and against all claims, proceedings, suits, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages and any other liabilities whatsoever arising from, out of, in respect of or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the:
- 16.4.1 availability, provision or use of the Goods and/or Services (or any parts thereof); and
 - 16.4.2 performance of the Service Provider's responsibilities and obligations hereunder.

- 16.5 The Service Provider shall promptly notify the Customer if any claim or demand is made or action brought against the Service Provider for infringement or alleged infringement of any Intellectual Property Right that may affect the availability, provision or use of the Goods and/or Services (or any parts thereof) and/or the performance of the Service Provider's responsibilities and obligations hereunder.
- 16.6 If a claim or demand is made or action brought to which clause 16.3 and/or 16.4 may apply, or in the reasonable opinion of the Service Provider is likely to be made or brought, the Service Provider may at its own expense and within a reasonable time either:
- 16.6.1 modify any or all of the affected Goods and/or Services without reducing the performance and functionality of the same, or substitute alternative goods and/or services of equivalent performance and functionality for any or all of the affected Goods and/or Services, so as to avoid the infringement or the alleged infringement, provided that the terms herein shall apply mutatis mutandis to such modified or substituted goods and/or services; or
 - 16.6.2 procure a licence to use the Goods and/or Services on terms that are reasonably acceptable to the Customer; and
 - 16.6.3 in relation to the performance of the Service Provider's responsibilities and obligations hereunder, promptly re-perform those responsibilities and obligations.
- 16.7 **Customer Data**
- 16.7.1 The Service Provider shall not delete or remove any proprietary notices contained within or relating to the Customer Data.
 - 16.7.2 The Service Provider shall not store, copy, disclose, or use the Customer Data except as necessary for the performance by the Service Provider of its obligations under the Contract or as otherwise expressly Approved by the Customer.
 - 16.7.3 To the extent that Customer Data is held and/or processed by the Service Provider, the Service Provider shall supply that Customer Data to the Customer as requested by the Customer and in the format specified in this Contract (if any) and in any event as specified by the Customer from time to time in writing.
 - 16.7.4 To the extent that Customer Data is held and/or processed by the Service Provider, the Service Provider shall take responsibility for preserving the integrity of Customer Data and preventing the corruption or loss of Customer Data.
 - 16.7.5 The Service Provider shall ensure that any system on which the Service Provider holds any Customer Data, including back-up data, is a secure system that complies with the security policy reasonably requested by

the Customer.

16.7.6 If the Customer Data is corrupted, lost or sufficiently degraded as a result of the Service Provider's Default so as to be unusable, the Customer may:

16.7.6.1 require the Service Provider (at the Service Provider's expense) to restore or procure the restoration of Customer Data to the extent and in accordance with any BCDR Plan and the Service Provider shall do so as soon as practicable but in accordance with the time period notified by the Customer; and/or

16.7.6.2 itself restore or procure the restoration of Customer Data, and shall be repaid by the Service Provider any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified in any BCDR Plan.

16.7.7 If at any time the Service Provider suspects or has reason to believe that Customer Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Service Provider shall notify the Customer immediately and inform the Customer of the remedial action the Service Provider proposes to take.

16.8 **Protection of Personal Data**

16.8.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, where the Customer has completed the second column of the table in section 9 of the Master Contract Schedule to specify the processing of Personal Data it requires the Service Provider to perform, the Customer is the Controller and the Service Provider is the Processor. The only processing that the Service Provider is authorised to do is listed in section 9 of the Master Contract Schedule by the Customer and may not be determined by the Service Provider.

16.8.2 The Service Provider shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.

16.8.3 The Service Provider shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:

16.8.3.1 a systematic description of the envisaged processing operations and the purpose of the processing;

16.8.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Goods and/or Services;

- 16.8.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
- 16.8.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 16.8.4 The Service Provider shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
 - 16.8.4.1 process that Personal Data only in accordance with section 9 of the Master Contract Schedule, unless the Service Provider is required to do otherwise by Law. If it is so required, the Service Provider shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
 - 16.8.4.2 ensure that it has in place Protective Measures, which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - 16.8.4.3 ensure that:
 - (v) the Service Provider Personnel do not process Personal Data except in accordance with this Contract (and in particular section 9 of the Master Contract Schedule);
 - (vi) it takes all reasonable steps to ensure the reliability and integrity of any Service Provider Personnel (including any sub-processors or third-party processors) who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Service Provider's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Service Provider or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Customer or as otherwise permitted by this Contract; and

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

16.8.4.4 not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

- (i) (the Customer or the Service Provider has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
- (ii) the Data Subject has enforceable rights and effective legal remedies;
- (iii) the Service Provider 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 Customer in meeting its obligations); and
- (iv) the Service Provider complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data; and

16.8.4.5 at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of this Contract unless the Service Provider is required by Law to retain the Personal Data.

16.8.5 Subject to clause 16.8.6, the Service Provider shall notify the Customer immediately if it:

- 16.8.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
- 16.8.5.2 receives a request to rectify, block or erase any Personal Data;
- 16.8.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- 16.8.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- 16.8.5.5 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

16.8.5.6 becomes aware of a Data Loss Event.

16.8.6 The Service Provider's obligation to notify under clause 16.8.5 shall include the provision of further information to the Customer in phases, as details become available.

16.8.7 Taking into account the nature of all processing, the Service Provider shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 16.8.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:

16.8.7.1 the Customer with full details and copies of the complaint, communication or request;

16.8.7.2 such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

16.8.7.3 the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;

16.8.7.4 assistance as requested by the Customer following any Data Loss Event;

16.8.7.5 assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.

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

16.8.8.1 the Customer determines that the processing is not occasional;

16.8.8.2 the Customer 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; and

16.8.8.3 the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

16.8.9 The Service Provider shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.

16.8.10 The Service Provider shall designate a data protection officer if required

by the Data Protection Legislation.

16.8.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Service Provider must:

16.8.11.1 notify the Customer in writing of the intended Sub-processor and processing;

16.8.11.2 obtain the written consent of the Customer;

16.8.11.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 16.8 such that they apply to the Sub-processor; and

16.8.11.4 provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.

16.8.12 The Service Provider shall remain fully liable for all acts or omissions of any Sub-processor.

16.8.13 The Customer 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 Contract).

16.8.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Service Provider amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

16.8.15 NOT APPLICABLE SO NOT USED.

16.9 **Security of Premises**

16.9.1 The Customer shall be responsible for maintaining the security of the Customer's Premises in accordance with its standard security requirements. The Service Provider shall comply with all reasonable security requirements of the Customer while on the Customer's Premises and shall ensure that all Staff comply with such requirements.

16.9.2 The Customer shall provide the Service Provider upon request copies of its written security procedures and shall afford the Service Provider upon request an opportunity to inspect its physical security arrangements.

16.10 **Confidentiality**

16.10.1 Except to the extent set out in this clause 16.10 or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:

- 16.10.1.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly; and
- 16.10.1.2 not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.
- 16.10.2 Clause 16.10.1 shall not apply to the extent that:
 - 16.10.2.1 such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations pursuant to clause 16.11 (Freedom of Information);
 - 16.10.2.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 16.10.2.3 such information was obtained from a third party without obligation of confidentiality;
 - 16.10.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or
 - 16.10.2.5 it is independently developed without access to the other Party's Confidential Information.
- 16.10.3 The Service Provider may only disclose the Customer's Confidential Information to the Staff who are directly involved in the provision of the Goods and/or Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.
- 16.10.4 The Service Provider shall not, and shall procure that the Staff do not, use any of the Customer's Confidential Information received otherwise than for the purposes of this Contract.
- 16.10.5 At the written request of the Customer, the Service Provider shall procure that those members of Staff identified in the Customer's notice sign a confidentiality undertaking prior to commencing any work in accordance with this Contract.
- 16.10.6 In the event that any default, act or omission of any Staff causes or contributes (or could cause or contribute) to the Service Provider breaching its obligations as to confidentiality under or in connection with this Contract, the Service Provider shall take such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases. To the fullest extent permitted by its own obligations of confidentiality to any Staff, the Service Provider shall provide such evidence to the Customer as the Customer may reasonably

require (though not so as to risk compromising or prejudicing any disciplinary or other proceedings to demonstrate that the Service Provider is taking appropriate steps to comply with this clause, including copies of any written communications to and/or from Staff, and any minutes of meeting and any other records which provide an audit trail of any discussions or exchanges with Staff in connection with obligations as to confidentiality.

16.10.7 Nothing in this Contract shall prevent the Customer from disclosing the Service Provider's Confidential Information (including the Management Information obtained under clause 7.2):

16.10.7.1 to any Contracting Authority. All Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Contracting Authority;

16.10.7.2 to any consultant, contractor or other person engaged by the Customer or any person conducting an Office of Government Commerce gateway review;

16.10.7.3 for the purpose of the examination and certification of the Customer's accounts; or

16.10.7.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources.

16.10.8 The Customer shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or Sub-Contractor to whom the Service Provider's Confidential Information is disclosed pursuant to clause 16.10.7 is made aware of the Customer's obligations of confidentiality.

16.10.9 Nothing in this clause 16.10 shall prevent either Party from using any techniques, ideas or Know-How gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of IPR.

16.10.10 In the event that the Service Provider fails to comply with clause 16.10.1 to clause 16.10.6, the Customer reserves the right to terminate the Contract with immediate effect by notice in writing.

16.10.11 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in performance of the Contract, the Service Provider undertakes to maintain adequate security arrangements that meet the requirements of Good Industry Practice.

16.11 Freedom of Information

- 16.11.1 The Service Provider acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Customer to enable the Customer to comply with its Information disclosure obligations.
- 16.11.2 The Service Provider shall and shall procure that its Sub-Contractors shall:
 - 16.11.2.1 transfer to the Customer all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;
 - 16.11.2.2 provide the Customer with a copy of all Information in its possession, or control in the form that the Customer requires within five (5) Working Days (or such other period as the Customer may specify) of the Customer's request; and
 - 16.11.2.3 provide all necessary assistance as reasonably requested by the Customer to enable the Customer to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 16.11.3 The Customer shall be responsible for determining in its absolute discretion and notwithstanding any other provision in the Contract or any other Contract whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
- 16.11.4 In no event shall the Service Provider respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 16.11.5 The Service Provider acknowledges that (notwithstanding the provisions of clause 16.10) the Customer may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("**the Code**"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Service Provider or the Goods and/or Services:
 - 16.11.5.1 in certain circumstances without consulting the Service Provider; or
 - 16.11.5.2 following consultation with the Service Provider and having taken their views into account,provided always that where clause 16.11.5 applies the Customer shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Service Provider advanced notice,

or failing that, to draw the disclosure to the Service Provider's attention after any such disclosure.

- 16.11.6 The Service Provider shall ensure that all Information is retained for disclosure in accordance with the provisions of the Contract and in any event in accordance with the requirements of Good Industry Practice and shall permit the Customer to inspect such records as requested from time to time.
- 16.11.7 The Service Provider acknowledges that the Commercially Sensitive Information is of indicative value only and that the Customer may be obliged to disclose it in accordance with clause 16.11.5.

16.12 Transparency

- 16.12.1 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 Contract is not Confidential Information. The Customer shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.
- 16.12.2 Notwithstanding any other term of the Contract, the Service Provider hereby gives his consent for the Customer to publish the Contract in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including from time to time agreed changes to the Agreement, to the general public.
- 16.12.3 The Customer may consult with the Service Provider to inform its decision regarding any redactions but the Customer shall have the final decision in its absolute discretion.
- 16.12.4 The Service Provider shall assist and cooperate with the Customer to enable the Customer to publish this Contract.

17. WARRANTIES AND REPRESENTATIONS

- 17.1 The Service Provider warrants, represents and undertakes to the Customer that:
 - 17.1.1 it has full capacity and authority and all necessary consents licences, permissions (statutory, regulatory, contractual or otherwise) (including where its procedures so require, the consent of its Parent Company) to enter into and perform its obligations under the Contract;
 - 17.1.2 the Contract is executed by a duly authorised representative of the Service Provider;
 - 17.1.3 in entering the Contract it has not committed any Fraud;
 - 17.1.4 it has not committed any offence under the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010;

- 17.1.5 this Contract shall be performed in compliance with all Laws (as amended from time to time) and all applicable Standards;
- 17.1.6 as at the Commencement Date, all information, statements and representations contained in the Tender for the Goods and/or Services are true, accurate and not misleading save as may have been specifically disclosed in writing to the Customer prior to execution of the Contract and it will advise the Customer of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading and all warranties and representations contained in the Tender shall be deemed repeated in this Contract;
- 17.1.7 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or its assets which will or might affect its ability to perform its obligations under the Contract;
- 17.1.8 it is not subject to any contractual obligation, compliance with which is likely to have an adverse effect on its ability to perform its obligations under the Contract;
- 17.1.9 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Service Provider or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Service Provider's assets or revenue;
- 17.1.10 it owns, has obtained or is able to obtain valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract and shall maintain the same in full force and effect;
- 17.1.11 at the Commencement Date it has not been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking; and
- 17.1.12 at the Commencement Date it has not: (1) communicated to any person other than the Customer the amount or approximate amount of the proposed price tendered in any Further Competition Procedure, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender; (2) entered into any agreement or arrangement with any person that it shall refrain from tendering or as to the amount of any tender submitted in any Further Competition Procedure; or (3) offered to pay or give or agree to pay any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to the proposed price tendered in any Further Competition Procedure

any act or thing of the sort described in this clause 17.1.12. In the context of this clause 17.1.12 the word 'person' includes any persons and any body or association, corporate or unincorporated; and 'any agreement or arrangement' includes any such transaction, formal or informal, and whether legally binding or not.

17.2 The Service Provider warrants represents and undertakes to the Customer that:

17.2.1 the Goods and/or Services shall be provided and carried out by appropriately experienced, qualified and trained Staff with all due skill, care and diligence;

17.2.2 it shall discharge its obligations hereunder (including the provision of the Goods and/or Services) with all due skill, care and diligence including in accordance with Good Industry Practice and its own established internal procedures;

17.2.3 the Goods and/or Services are and will continue to be during the Contract Period:

17.2.3.1 of satisfactory quality; and

17.2.3.2 in conformance with the relevant specifications set out in this Contract, the relevant order and (if applicable) the manufacturer's specifications and documentation;

17.2.4 in the three (3) Years prior to the Commencement Date:

17.2.4.1 it has conducted all financial accounting and reporting activities in all material respects in compliance with the generally accepted accounting principles that apply to it in any country where it files accounts; and

17.2.4.2 it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established;

17.2.4.3 it has not done or omitted to do anything which could have an adverse effect on its assets, financial condition or position as an on-going business concern or its ability to fulfil its obligations under the Contract; and

17.2.4.4 for the Contract Period that all Staff will be vetted in accordance with Good Industry Practice, the Security Policy and the Quality Standards.

17.3 For the avoidance of doubt, the fact that any provision within this Contract is expressed as a warranty shall not preclude any right of termination the Customer may have in respect of breach of that provision by the Service Provider.

17.4 The Service Provider acknowledges and agrees that:

- 17.4.1 the warranties, representations and undertakings contained in this Contract are material and are designed to induce the Customer into entering into this contract; and
- 17.4.2 the Customer has been induced into entering into this Contract and in doing so has relied upon the warranties, representations and undertakings contained herein.

18. LIABILITIES

18.1 Liability

- 18.1.1 Nothing in the Contract shall be construed to limit or exclude either Party's liability for:
 - 18.1.1.1 death or personal injury caused by its negligence or that of its Staff;
 - 18.1.1.2 Fraud or fraudulent misrepresentation by it or that of its Staff;
 - 18.1.1.3 any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982;
 - 18.1.1.4 any claim under clause 17.1;
 - 18.1.1.5 any claim under the indemnity in clauses 11.2.6, 16.4, in respect of a breach of clause 16.10; or
 - 18.1.1.6 any other matter which, by Law, may not be excluded or limited.
- 18.1.2 Subject to clause 18.1.4 and clause 18.1.5 the Service Provider shall on demand indemnify and keep indemnified the Customer in full from and against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or late or purported late supply or non-supply, of the Goods and/or Services or the performance or non-performance by the Service Provider of its obligations under the Contract or the presence of the Service Provider or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Service Provider, or any other loss which is caused directly by any act or omission of the Service Provider.
- 18.1.3 The Service Provider shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Contract.

- 18.1.4 Subject always to clause 18.1.1 and clause 18.1.5, the aggregate liability of either Party for each Year of this Contract under or in relation to this Contract:
 - 18.1.4.1 all defaults resulting in direct loss to the property of the other Party shall in no event exceed ten million pounds sterling (£10,000,000); and
 - 18.1.4.2 in respect of all other Defaults, claims, losses or damages, whether arising from breach of contract, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed ten million pounds sterling (£10,000,000).
- 18.1.5 Subject to clause 18.1.1, in no event shall either Party be liable to the other for any:
 - 18.1.5.1 loss of profits;
 - 18.1.5.2 loss of business;
 - 18.1.5.3 loss of revenue;
 - 18.1.5.4 loss of or damage to goodwill;
 - 18.1.5.5 loss of savings (whether anticipated or otherwise); and/or
 - 18.1.5.6 any indirect, special or consequential loss or damage.
- 18.1.6 The provisions of 18.1.1 shall not be taken as limiting the right of the Customer to recover as a direct loss:
 - 18.1.6.1 any additional operational and/or administrative expenses arising from the Service Provider's Default;
 - 18.1.6.2 any wasted expenditure or charges rendered unnecessary and/or incurred by the Customer arising from the Service Provider's Default;
 - 18.1.6.3 the additional cost of procuring replacement services for the remainder of the Contract Period following termination of the Contract as a result of a Default by the Service Provider; and
 - 18.1.6.4 any losses, costs, damages, expenses or other liabilities suffered or incurred by the Customer which arise out of or in connection with the loss of, corruption or damage to or failure to deliver Customer Data by the Service Provider.
- 18.1.7 Nothing in the Contract shall impose any liability on the Customer in respect of any liability incurred by the Service Provider to any other person, but this shall not be taken to exclude or limit any liability of the Customer to the Service Provider that may arise by virtue of either a

breach of the Contract or by negligence on the part of the Customer, or the Customer's employees, servants or agents.

18.2 Insurance

- 18.2.1 The Service Provider shall effect and maintain with a reputable insurance company a policy or policies of insurance providing which may be incurred by the Service Provider, arising out of the Service Provider's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Service Provider. Such insurance shall be maintained for the Contract Period.
- 18.2.2 The Service Provider shall hold employers liability insurance in respect of Staff with a minimum limit of five million pounds sterling (£5,000,000) for any one occurrence.
- 18.2.3 The Service Provider shall effect and maintain a public liability insurance policy to cover all risks in the performance of this Contract from time to time with a minimum limit of one million pounds sterling (£1,000,000) for any one occurrence.
- 18.2.4 The Service Provider shall effect and maintain a professional indemnity insurance policy to cover all risks in the performance of this Contract with the minimum limit of indemnity of one million pounds sterling (£1,000,000) for any one claim and in the aggregate, or such higher limit as required by law from time to time and shall ensure that all agents, professional consultants and Sub-Contractors involved in the supply of the Services effect and maintain appropriate professional indemnity insurance during the Contract Period.
- 18.2.5 The Service Provider shall give the Customer, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 18.2.6 If, for whatever reason, the Service Provider fails to give effect to and maintain the insurances required by the provisions of the Contract the Customer may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Service Provider.
- 18.2.7 The provisions of any insurance or the amount of cover shall not relieve the Service Provider of any liabilities under the Contract. It shall be the responsibility of the Service Provider to determine the amount of insurance cover that will be adequate to enable the Service Provider to satisfy any liability referred to in clause 18.

- 18.2.8 The Service Provider shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as avoided in whole or part. The Service Provider shall use all reasonable endeavours to notify the Customer (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or avoid any insurance, or any cover or claim under any insurance in whole or in part.

18.3 Taxation, National Insurance and Employment Liability

- 18.3.1 The Parties acknowledge and agree that the Contract constitutes a contract for the provision of Services and not a contract of employment. The Service Provider shall at all times indemnify the Customer and keep the Customer indemnified in full from and against all claims, proceedings, actions, damages, costs, expenses, liabilities and demands whatsoever and howsoever arising by reason of any circumstances whereby the Customer is alleged or determined to have been assumed or imposed with the liability or responsibility for the Staff (or any of them) as an employer of the Staff and/or any liability or responsibility to HM Revenue or Customs as an employer of the Staff whether during the Contract Period or arising from termination or expiry of the Contract.

19. TERMINATION

19.1 Termination on insolvency

- 19.1.1 The Customer may terminate the Contract with immediate effect by giving notice in writing to the Service Provider where the Service Provider is a company and in respect of the Service Provider:
- 19.1.1.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
 - 19.1.1.2 a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
 - 19.1.1.3 a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to Section 98 of the Insolvency Act 1986; or

- 19.1.1.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
 - 19.1.1.5 an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
 - 19.1.1.6 it is or becomes insolvent within the meaning of Section 123 of the Insolvency Act 1986; or
 - 19.1.1.7 being a “small company” within the meaning of section 82(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
 - 19.1.1.8 any event similar to those listed in clause 19.1.1.1 to 19.1.1.7 occurs under the law of any other jurisdiction.
- 19.1.2 The Customer may terminate the Contract with immediate effect by notice in writing where the Service Provider is an individual and:
- 19.1.2.1 an application for an interim order is made pursuant to Sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Service Provider’s creditors; or
 - 19.1.2.2 a petition is presented and not dismissed within 14 days or order made for the Service Provider’s bankruptcy; or
 - 19.1.2.3 a receiver, or similar officer is appointed over the whole or any part of the Service Provider’s assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets; or
 - 19.1.2.4 the Service Provider is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of Section 268 of the Insolvency Act 1986; or
 - 19.1.2.5 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Service Provider’s assets and such attachment or process is not discharged within 14 days; or
 - 19.1.2.6 he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983; or
 - 19.1.2.7 the Service Provider suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.

19.2 Termination on Change of Control

19.2.1 The Service Provider shall notify the Customer immediately if the Service Provider undergoes a change of control within the meaning of Section 450 of the Corporation Tax Act 2010 ("**Change of Control**") and provided this does not contravene any Law shall notify the Customer immediately in writing of any circumstances suggesting that a Change of Control is planned or in contemplation. The Customer may terminate the Contract by notice in writing with immediate effect within six months of:

19.2.1.1 being notified that a Change of Control has occurred or is planned or in contemplation; or

19.2.1.2 where no notification has been made, the date that the Customer becomes aware of the Change of Control,

but shall not be permitted to terminate where an Approval was granted prior to the Change of Control.

For the purposes of clause 19.2.1 any transfer of shares or of any interest in shares by a person to its Affiliate where such transfer forms part of a bona fide reorganisation or restructuring shall be disregarded.

19.3 Termination on Default

19.3.1 The Customer may terminate the Contract with immediate effect by giving written notice to the Service Provider if the Service Provider commits a Default and if:

19.3.1.1 the Service Provider has not remedied the Default to the satisfaction of the Customer within thirty (30) Working Days or such other longer period as may be specified by the Customer, after issue of a written notice specifying the Default and requesting it to be remedied; or

19.3.1.2 the Default is not, in the opinion of the Customer, capable of remedy; or

19.3.1.3 the Default is a material breach of the Contract; or

19.3.1.4 the Default concerns the Service Provider's obligations under this Contract in relation to the Modern Slavery Act 2015.

19.3.2 In the event that through any Default of the Service Provider, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded so as to be unusable, the Service Provider shall be liable for the cost of reconstitution of that data and shall reimburse the Customer in respect of any charge levied for its transmission and any other costs charged in connection with such Default of the Service Provider.

- 19.3.3 If the Customer fails to pay the Service Provider undisputed sums of money when due, the Service Provider shall notify the Customer in writing of such failure to pay. If the Customer fails to pay such undisputed sums within the period specified in clause 11.2, the Service Provider may terminate the Contract in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Customer exercising its rights under clause 11.3 (Recovery of Sums Due).

19.4 Termination of Framework Agreement

The Customer may terminate the Contract by giving written notice to the Service Provider with immediate effect if the Framework Agreement is fully or partly terminated for any reason whatsoever.

19.5 Termination on Financial Standing

The Customer may terminate this Contract by serving notice on the Service Provider in writing with effect from the date specified in such notice where (in the reasonable opinion of the Customer), there is a material detrimental change in the financial standing and/or the credit rating of the Service Provider (as measured from the Commencement Date) which:

- 19.5.1 adversely impacts on the Service Provider's ability to supply the Goods and/or Services under this Contract; or
- 19.5.2 could reasonably be expected to have an adverse impact on the Service Providers ability to supply the Goods and/or Services under this Contract.

19.6 Termination on Audit

The Customer may terminate this Contract by serving notice in writing with effect from the date specified in such notice if the Service Provider commits a Default of clauses 26.1 to 26.5 or clause 26.7 (Records and Audit Access).

19.7 Termination in relation to Benchmarking

The Customer may terminate this Contract by serving notice on the Service Provider in writing with effect from the date specified in such notice if the Service Provider refuses or fails to comply with its obligations as set out in Schedule 6 of the Framework Agreement (Value for Money).

19.8 Partial Termination

If the Customer is entitled to terminate this Contract pursuant to this clause 19, it may (at its sole discretion) terminate all or part of this Contract.

19.9 Termination in compliance with Public Contracts Regulations 2015

The Customer may terminate Contracts where:

- 19.9.1 the Contract has been subject to a substantial modification which would require a new procurement procedure in accordance with regulation 72 (9) of the PCR 2015; or
- 19.9.2 the Service Provider has, at the time of the contract award, been in one of the situations referred to in regulation 57 (1) of the PCR 2015, including as a result of the application of regulation 57 (2), and should therefore have been excluded from the procurement procedure.

19.10 Termination without Cause

Subject to the content of clause 20.2 the Customer shall have the right to terminate the Contract at any time by giving not less than ninety (90) days' written notice to the Service Provider.

19.11 Termination on termination of the Mirror Framework

In the event that any Mirror Framework is terminated or otherwise expires, the Customer may elect to terminate this Contract by serving notice in writing with effect from the date specified in such notice.

20. CONSEQUENCES OF EXPIRY OR TERMINATION

- 20.1 Where the Customer terminates the Contract under clauses 19.3 (Termination on Default), 19.5 (Financial Standing), 19.6 (Audit), 19.7 (Benchmarking) and then makes other arrangements for the supply of Goods and/or the Services, the Customer may recover from the Service Provider the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Customer throughout the remainder of the Contract Period. The Customer shall take all reasonable steps to mitigate such additional expenditure. Where the Contract is terminated under clauses 19.3, 19.5, 19.6 and 19.7, no further payments shall be payable by the Customer to the Service Provider until the Customer has established the final cost of making those other arrangements.
- 20.2 Subject to clause 20 where the Customer terminates the Contract under clause 19.10 (Termination without Cause), the Customer shall indemnify the Service Provider against any reasonable and proven commitments, liabilities or expenditure which would otherwise represent an unavoidable direct loss by the Service Provider by reason of the termination of the Contract, provided that the Service Provider takes all reasonable steps to mitigate such loss. Where the Service Provider holds insurance, the Service Provider shall reduce its unavoidable costs by any insurance sums available. The Service Provider shall submit a fully itemised and costed list of such loss, with supporting evidence, of losses reasonably and actually incurred by the Service Provider as a result of termination under clause 19.10 (Termination without Cause).
- 20.3 The Customer shall not be liable under clause 20.2 to pay any sum which:
 - 20.3.1 was claimable under insurance held by the Service Provider, and the Service Provider has failed to make a claim on its insurance, or has failed

to make a claim in accordance with the procedural requirements of the insurance policy; or

- 20.3.2 when added to any sums paid or due to the Service Provider under the Contract, exceeds the total sum that would have been payable to the Service Provider if the Contract had not been terminated prior to the expiry of the Contract Period.

20.4 On the termination of the Contract for any reason, the Service Provider shall:

- 20.4.1 immediately return to the Customer all Confidential Information, Personal Data and Customer's Pre-Existing IPRs and the Project Specific IPRs in its possession or in the possession or under the control of any permitted Service Providers or Sub-Contractors, which was obtained or produced in the course of providing the Goods and/or Services;
- 20.4.2 cease to use the Customer Data and, at the direction of the Customer provide the Customer and/or the Replacement Service Provider with a complete and uncorrupted version of the Customer Data in electronic form in the formats and on media agreed with the Customer and/or the Replacement Service Provider;
- 20.4.3 except where the retention of Customer Data is required by Law, on the earlier of the receipt of the Customer's written instructions or 12 months after the date of expiry or termination, destroy all copies of the Customer Data and promptly provide written confirmation to the Customer that the data has been destroyed.
- 20.4.4 immediately deliver to the Customer all Property (including materials, documents, information and access keys) provided to the Service Provider under clause 4.2. Such property shall be handed back to the Customer in good working order (allowance shall be made for reasonable wear and tear);
- 20.4.5 transfer to the Customer and/or the Replacement Service Provider (as notified by the Customer) such of the Licensed Goods and/or contracts as are notified to it by the Service Provider and/or the Customer in return for payment of the costs (if any) notified to the Customer by the Service Provider in respect of such Licensed Goods and/or contracts and/or any other items of relevance;
- 20.4.6 assist and co-operate with the Customer to ensure an orderly transition of the provision of the Services to the Replacement Service Provider and/or provide all such assistance and co-operation as the Customer may reasonably require;
- 20.4.7 return to the Customer any sums prepaid in respect of the Goods and/or Services not provided by the date of expiry or termination (howsoever arising); and

- 20.4.8 promptly provide all information concerning the provision of the Goods and/or Services which may reasonably be requested by the Customer for the purposes of adequately understanding the manner in which the Goods and/or Services have been provided or for the purpose of allowing the Customer or the Replacement Service Provider to conduct due diligence.
- 20.5 If the Service Provider fails to comply with clause 20.4.1 and 20.4.8, the Customer may recover possession thereof and the Service Provider grants a licence to the Customer or its appointed agents to enter (for the purposes of such recovery) any premises of the Service Provider or its permitted agents or Sub-Contractors where any such items may be held.
- 20.6 Where the end of the Contract Period arises due to the Service Provider's Default, the Service Provider shall provide all assistance under clause 20.4.5 and 20.4.8 free of charge. Otherwise, the Customer shall pay the Service Provider's reasonable costs of providing the assistance and the Service Provider shall take all reasonable steps to mitigate such costs.
- 20.7 NOT APPLICABLE SO NOT USED.
- 20.8 Save as otherwise expressly provided in the Contract:
- 20.8.1 termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at the time of such termination or expiry; and
- 20.8.2 termination of the Contract shall not affect the continuing rights, remedies or obligations of the Customer or the Service Provider under clauses 11.2 (Payment and VAT), 11.3 (Recovery of Sums Due), 16 (Intellectual Property Rights), 16.8 (Protection of Personal Data), 16.10 (Confidentiality), 16.11 (Freedom of Information), 18 (Liabilities), 20 (Consequences of Expiry or Termination), 25 (Prevention of Bribery and Corruption), 26 (Records and Audit Access), 27 (Prevention of Fraud), 31 (Cumulative Remedies), 37 (Conflicts of Interest), 39 (The Contracts (Rights of Third parties) Act 1999) and 42.1 (Governing Law and Jurisdiction).

21. PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES

- 21.1 The Service Provider shall not make any press announcements or publicise the Contract in any way without Approval and shall take reasonable steps to ensure that its servants, agents, employees, Sub-Contractors, Service Providers, professional advisors and consultants comply with this clause 21. Any such press announcements or publicity proposed under this clause 21.1 shall remain subject to the rights relating to Confidential Information and Commercially Sensitive Information.
- 21.2 Subject to the rights in relation to Confidential Information and Commercially

Sensitive Information, the Customer shall be entitled to publicise the Contract in accordance with any legal obligation upon the Customer, including any examination of the Contract by the Auditor.

- 21.3 The Service Provider shall not do anything or permit to cause anything to be done, which may damage the reputation of the Customer or bring the Customer into disrepute.

22. ANTI-DISCRIMINATION

- 22.1 The Service Provider shall not unlawfully discriminate within the meaning and scope of Equality Legislation or any other law, enactment, order, or regulation relating to discrimination (whether in age, race, gender, religion, disability, sexual orientation or otherwise) in employment.
- 22.2 The Service Provider shall take all reasonable steps to secure the observance of clause 23.1 by all Staff employed in performance of this Contract.
- 22.3 The Service Provider shall notify the Customer forthwith in writing as soon as it becomes aware of any investigation of or proceedings brought against the Service Provider under Equality Legislation or any other law, enactment, order or regulation.
- 22.4 Where any investigation is undertaken by a person or body empowered to conduct such investigation and/or proceedings are instituted in connection with any matter relating to the Service Provider's performance of this Contract being in contravention of Equality Legislation or any other law, enactment, order or regulation relating to discrimination, the Service Provider shall, free of charge provide any information requested in the timescale allotted; attend any meetings as required and permit the Service Provider's Staff to attend; promptly allow access to and investigation of any documents or data deemed to be relevant; allow the Service Provider and any of the Service Provider's Staff to appear as witness in any ensuing proceedings; and cooperate fully and promptly in every way required by the person or body conducting such investigation during the course of that investigation.
- 22.5 Where any investigation is conducted or proceedings are brought under Equality Legislation or any other law, enactment, order or regulation relating to discrimination which arise directly or indirectly out of any act or omission of the Service Provider, its agents or Sub-Contractors, or the Service Provider's Staff, and where there is a finding against the Service Provider in such investigation or proceedings, the Service Provider shall indemnify the Customer with respect to all costs, charges and expenses (including legal and administrative expenses) arising out of or in connection with any such investigation or proceedings and such other financial redress to cover any payment the Customer may have been ordered or required to pay to a third party.
- 22.6 The Service Provider must ensure that all written information produced or used in connection with this Contract is as accessible as possible to people with disabilities and to people whose level of literacy in English is limited.

- 22.7 The Service Provider acknowledges that the Customer may carry out an impact analysis as defined under the Equality Act 2010 in respect of any aspect of the provision of the Services and the Service Provider shall provide all necessary assistance and information to the Customer as may be required in relation to the performance of an impact analysis by the Customer. The Service Provider shall implement any changes or adjustments that are required as a result of, or in connection with the outcome of the impact analysis undertaken by the Customer.

23. HEALTH AND SAFETY

- 23.1 The Service Provider shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. The Customer shall promptly notify the Service Provider of any health and safety hazards which may exist or arise at the Customer's Premises and which may affect the Service Provider in the performance of its obligations under the Contract.
- 23.2 While on the Customer's Premises, the Service Provider shall comply with any health and safety measures implemented by the Customer in respect of Staff and other persons working there.
- 23.3 The Service Provider shall notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Contract on the Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 23.4 The Service Provider shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Premises in the supply of the Goods and/or Services under the Contract.
- 23.5 The Service Provider 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 Customer on request.

24. ENVIRONMENTAL REQUIREMENTS

NOT APPLICABLE SO NOT USED.

25. PREVENTION OF BRIBERY AND CORRUPTION

- 25.1 The Service Provider shall not:
- 25.1.1 offer or give, or agree to give, to any employee, agent, servant or representative of the Customer, or any other public body or person employed by or on behalf of the Customer, any gift or other consideration of any kind which could act as an inducement or a reward for any act or failure to act in relation to this Contract;
 - 25.1.2 engage in and shall procure that all Service Provider's Staff, consultants, agents or Sub-Contractors or any person acting on the Service Provider's behalf shall not commit, in connection with this Contract, a Prohibited

Act under the Bribery Act 2010, or any other relevant laws, statutes, regulations or codes in relation to bribery and anti-corruption; and

- 25.1.3 commit any offences under the Prevention of Corruption Acts 1889 to 1916.

25.2 The Service Provider warrants, represents and undertakes that it has not:

- 25.2.1 paid commission or agreed to pay commission to the Customer or any other public body or any person employed by or on behalf of the Customer or a public body in connection with the Contract; and
- 25.2.2 entered into this Contract with knowledge, that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the Customer or any other public body or any person employed by or on behalf of the Customer in connection with the Contract, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the Customer and ESPO before execution of this Contract;

25.3 The Service Provider shall:

- 25.3.1 in relation to this Contract, act in accordance with the Ministry of Justice Guidance pursuant to Section 9 of the Bribery Act 2010;
- 25.3.2 immediately notify the Customer and ESPO if it suspects or becomes aware of any breach of this clause 25;
- 25.3.3 respond promptly to any of the Customer's enquiries regarding any breach, potential breach or suspected breach of this clause 25 and the Service Provider shall co-operate with any investigation and allow the Customer to audit Service Provider's books, records and any other relevant documentation in connection with the breach;
- 25.3.4 if so required by the Customer, within twenty (20) Working Days of the Commencement Date, and annually thereafter, certify to the Customer in writing of the Service Provider and all persons associated with it or other persons who are supplying the Goods and/or Services in connection with this Contract compliance with this clause 25. The Service Provider shall provide such supporting evidence of compliance as the Customer may reasonably request;
- 25.3.5 have and maintain an anti-bribery policy (which shall be disclosed to the Customer on request) to prevent it any of its Staff, consultants, agents or Sub-Contractors, or any person acting on the Service Provider's behalf from committing a Prohibited Act and shall enforce it where appropriate.

25.4 If the Service Provider, its Staff, consultants, agents or Sub-Contractors or any person acting on the Service Provider's behalf, in all cases whether or not acting with the Service Provider's knowledge breaches:

25.4.1 this clause 25; or

25.4.2 the Bribery Act 2010 in relation to this Contract or any other contract with the Customer or any other public body or any person employed by or on behalf of the Customer or a public body in connection with the Contract,

the Customer shall be entitled to terminate this Contract by written notice with immediate effect.

25.5 Without prejudice to its other rights and remedies under this clause 25, the Customer shall be entitled to recover in full from the Service Provider and the Service Provider shall on demand indemnify the Customer in full from and against:

25.5.1 the amount of value of any such gift, consideration or commission; and

25.5.2 any other loss sustained by the Customer in consequence of any breach of this clause 25.

26. RECORDS AND AUDIT ACCESS

26.1 The Service Provider shall keep and maintain for six (6) Years after the date of termination or expiry (whichever is the earlier) of the Contract (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of the Contract including the Goods and/or Services provided under it, and the amounts paid by the Customer and records to trace the supply chain of all Goods and/or Services provided to the Customer in connection with this Contract.

26.2 The Service Provider shall keep the records and accounts referred to in clause 26.1 above in accordance with Good Industry Practice and generally accepted accounting principles.

26.3 The Service Provider shall afford the Customer and the Auditors access to the records and accounts referred to in clause 26.2 at the Service Provider's premises and/or provide copies of such records and accounts and/or permit Auditors to meet the Service Provider's Staff, as may be required by the Customer and/or the Auditors from time to time, in order that the Customer and/or the Auditors may carry out an inspection including for the following purposes:

26.3.1 to verify the accuracy of the Contract Price (and proposed or actual variations to them in accordance with this Contract), and/or the costs of all Service Provider (including Sub-Contractors) of the Services;

26.3.2 to review the integrity, confidentiality and security of the Customer Data held or used by the Service Provider;

26.3.3 to review the Service Provider's compliance with the DPA in accordance with this Contract and any other Laws;

- 26.3.4 to review the Service Provider's compliance with its continuous improvement and benchmarking obligations set out in schedule 6 of the Framework Agreement;
 - 26.3.5 to review the Service Provider's compliance with its security obligations set out in clause 16;
 - 26.3.6 to review any books of account kept by the Service Provider in connection with the provision of the Service;
 - 26.3.7 to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources;
 - 26.3.8 to inspect the Customer's assets, including the Intellectual Property Rights, equipment, facilities and maintenance, for the purposes of ensuring that the Customer's assets are secure and that any register of assets is up to date; and/or
 - 26.3.9 to ensure that the Service Provider is complying with its obligations under this Contract, including but not limited to its obligations thereunder relating to the Modern Slavery Act 2015.
- 26.4 The Service Provider shall on request afford the Customer, the Customer's representatives and/or the Auditor access to such records and accounts as may be required by the Customer from time to time.
- 26.5 The Service Provider shall provide such records and accounts (together with copies of the Service Provider's published accounts) on request during the Contract Period and for a period of six (6) Years after termination or expiry of the Contract Period or the last Contract (whichever is the later) to the Customer and/or its Auditors.
- 26.6 The Customer shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Service Provider or delay the provision of the Services or supply of Goods save insofar as the Service Provider accepts and acknowledges that control over the conduct of audits carried out by the Auditor is outside of the control of the Customer.
- 26.7 Subject to the Service Provider's rights in respect of Confidential Information, the Service Provider shall on demand provide the Auditors with all reasonable co-operation and assistance in relation to each audit, including:
- 26.7.1 all reasonable information requested by the Customer within the scope of the audit;
 - 26.7.2 reasonable access to sites controlled by the Service Provider and to Equipment used in the provision of the Goods and/or Services; and
 - 26.7.3 access to the Staff.
- 26.8 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 26, unless

the audit reveals a material Default by the Service Provider in which case the Service Provider shall reimburse the Customer for the Customer's reasonable costs incurred in relation to the audit.

27. PREVENTION OF FRAUD

- 27.1 The Service Provider shall take all reasonable steps, in accordance with Good Industry Practice, to prevent any Fraud by Staff and the Service Provider (including its shareholders, members and directors) in connection with the receipt of monies from the Customer.
- 27.2 The Service Provider shall notify the Customer immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur save where complying with this provision would cause the Service Provider or its Staff to commit an offence under the Proceeds of Crime Act 2002 or the Terrorism Act 2000.
- 27.3 If the Service Provider or its Staff commits any Fraud in relation to this or any other contract with a Contracting Authority or the Customer, the Customer may:
 - 27.3.1 terminate the Contract with immediate effect by giving the Service Provider notice in writing; and/or
 - 27.3.2 recover in full from the Service Provider and the Service Provider shall on demand indemnify the Customer in full from any loss sustained by the Customer in consequence of any breach of this clause 27 including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Goods and/or Services and any additional expenditure incurred by the Customer throughout the remainder of the Contract Period.

28. TRANSFER AND SUB-CONTRACTING

- 28.1 The Service Provider shall not assign, novate, Sub-Contract or in any other way dispose of the Contract or any part of it without Approval.
- 28.2 The Service Provider shall not substitute or remove a Sub-Contractor or appoint an additional Sub-Contractor without the prior written consent of ESPO and the Customer. Notwithstanding any permitted Sub-Contract in accordance with this clause 28, the Service Provider shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own.

29. FORCE MAJEURE

- 29.1 Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Contract (other than a payment of money) to the extent that such delay or failure is a result of Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations under the Contract for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from

performing its material obligations under the Contract for a period in excess of 6 Months, either Party may terminate the Contract with immediate effect by notice in writing to the other Party.

- 29.2 Any failure or delay by the Service Provider in performing its obligations under the Contract which results from any failure or delay by an agent, Sub-Contractor or Service Provider shall be regarded as due to Force Majeure only if that agent, Sub-Contractor or Service Provider is itself impeded by Force Majeure from complying with an obligation to the Service Provider.
- 29.3 If either Party becomes aware of a Force Majeure event or occurrence which gives rise to or is likely to give rise to any such failure or delay on its part as described in clause 29.1 it shall immediately notify the other by the most expeditious method then available and shall inform the other of the period during which it is estimated that such failure or delay shall continue.
- 29.4 If an event of Force Majeure event affects the Services, the Customer may direct the Service Provider to procure those Goods and/or Services from a third party Service Provider in which case the Service Provider will be liable for payment for the provision of those Goods and/or Services for as long as the delay in performance continues.
- 29.5 The Service Provider will not have the right to any payment from the Customer under this Contract where the Service Provider is unable to provide the Goods and/or Services because of an event of Force Majeure. However if the Customer directs the Service Provider to use a replacement Service Provider pursuant to sub-clause 29.4, then the Customer will pay the Service Provider (a) the Contract Price; and (b) the difference between the Contract Price and the new Service Provider's costs if, in respect of the Goods and/or Services that are subject to Force Majeure, the new Service Provider's costs are greater than the Contract Price.

30. WAIVER

- 30.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.
- 30.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause 40 (Notices).
- 30.3 A waiver by either Party of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

31. CUMULATIVE REMEDIES

- 31.1 Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract are cumulative and may be exercised

concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

32. FURTHER ASSURANCES

32.1 Each Party undertakes at the request of the other, and at the cost of the requesting party to do all acts and execute all documents which may be necessary to give effect to the meaning of this Contract.

33. VARIATION

33.1. No variation of this agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

34. SEVERABILITY

34.1 If any provision of the Contract is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

34.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, the Customer and the Service Provider shall immediately commence good faith negotiations to remedy such invalidity.

35. MISTAKES IN INFORMATION

35.1 The Service Provider shall be responsible for the accuracy of all drawings, documentation and information supplied to the Customer by the Service Provider in connection with the supply of the Goods and/or Services and shall pay the Customer any extra costs occasioned by any discrepancies, errors or omissions therein, except where such mistakes are the fault of the Customer.

36. SERVICE PROVIDER'S STATUS

36.1 At all times during the Contract Period the Service Provider shall be an independent contractor and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and, accordingly, neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

37. CONFLICTS OF INTEREST

37.1 The Service Provider shall take appropriate steps to ensure that neither the Service Provider nor any Staff are placed in a position where (in the reasonable opinion of the Customer), there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Service Provider or Staff and the duties owed to the Customer under the provisions of the Contract.

- 37.2 The Service Provider shall promptly notify the Customer (and provide full particulars to the Customer) if any conflict referred to in clause 37.1 above arises or is reasonably foreseeable.
- 37.3 The Customer reserves the right to terminate the Contract immediately by giving notice in writing to the Service Provider and/or to take such other steps it deems necessary where, in the reasonable opinion of the Customer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Service Provider and the duties owed to the Customer under the provisions of the Contract. The actions of the Customer pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the either party.
- 37.4 This clause shall apply during the Contract Period and for a period of two (2) Years after expiry of the Contract Period.

38. ENTIRE AGREEMENT

- 38.1 This Contract constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels or nullifies any previous agreement between the Parties in relation to such matters.
- 38.2 Each of the Parties acknowledges and agrees that in entering into the Contract it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in the Contract.
- 38.3 The Service Provider acknowledges that it has:
- 38.3.1 entered into the Contract in reliance on its own due diligence alone; and
 - 38.3.2 received sufficient information required by it in order to determine whether it is able to provide the Goods and/or Services in accordance with the terms of the Contract.
- 38.4 Nothing in clauses 38.1 and 38.2 shall operate to exclude Fraud or fraudulent misrepresentation.
- 38.5 The Contract may be executed in counterparts each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

39. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 39.1 A person who is not a Party to the Contract except ESPO or, as appropriate, the Trading Company in relation to its right to claim retrospective rebate from the Service Provider under the payment clause has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

39.2 NOT APPLICABLE SO NOT USED.

39.3 No consent of any third party is necessary for any rescission, variation (including any release or compromise in whole or in part of liability) or termination of this Contract or any one or more clauses of it.

40. NOTICES

40.1 Except as otherwise expressly provided within the Contract, no notice or other communication from one Party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party sending the communication.

40.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), or by electronic mail (confirmed by letter). Such letters shall be addressed to the other Party in the manner referred to in clause 40.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two (2) Working Days after the day on which the letter was posted, or four (4) hours, in the case of electronic mail or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.

40.3 For the purposes of clause 40.2, the address, email address of each Party shall be the address and email address set out in the Master Contract Schedule and/or any other Contract Document.

40.4 Either Party may change its address for service by serving a notice in accordance with this clause.

41. LEGISLATIVE CHANGE & LOCAL GOVERNMENT REORGANISATION

41.1 The Service Provider shall neither be relieved of its obligations under this Contract nor be entitled to an increase in the Contract Price as the result of a general change in law.

41.2 The Parties acknowledge that during the Term of this Contract the local government structure in the Customer's administrative areas may be subject to change. These administrative changes may give rise to the need for the Customer to terminate this Contract and/or seek its potential variation with any successor or assignee of the Customer. The Customer shall not be liable for any loss of any kind including, but not limited to, lost opportunity that may arise as a consequence of local government reorganisation.

42. DISPUTES AND LAW

42.1 Governing Law and Jurisdiction

The Contract shall be governed by and interpreted in accordance with the laws of England and Wales and the Parties agree to submit to the exclusive jurisdiction of the English courts any dispute that arises in connection with the Contract.

42.2 Dispute Resolution

- 42.2.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within twenty (20) Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the level of the Customer's Representative and the Service Provider's Representative.
- 42.2.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- 42.2.3 If the dispute cannot be resolved by the Parties pursuant to clause 42.2.1 the Parties shall refer it to mediation pursuant to the procedure set out in clause 42.2.5 unless:
 - 42.2.3.1 the Customer considers that the dispute is not suitable for resolution by mediation; or
 - 42.2.3.2 the Service Provider does not agree to mediation.
- 42.2.4 The obligations of the Parties under the Contract shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Service Provider and the Staff shall comply fully with the requirements of the Contract at all times.
- 42.2.5 The procedure for mediation is as follows:
 - 42.2.5.1 a neutral adviser or mediator ("**the Mediator**") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution ("**CEDR**") to appoint a Mediator;
 - 42.2.5.2 the Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from the mediation provider appointed by CEDR to provide guidance on a suitable procedure;
 - 42.2.5.3 unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be

conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;

- 42.2.5.4 if the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives;
- 42.2.5.5 failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties; and
- 42.2.5.6 if the Parties fail to reach agreement in the structured negotiations within sixty (60) Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts.

SCHEDULE 1

SERVICE LEVELS AND SERVICE CREDITS (where appropriate)

1. SCOPE

1.1 This Schedule 1 sets out the Service Levels which the Service Provider is required to achieve when delivering the Services, the mechanism by which Service Failures will be managed and the method by which the Service Provider's performance of the Services by the Service Provider will be monitored. This schedule comprises:

- Part A: Service Levels;
- Appendix to Part A: List of Service Levels; and
- Part B: Performance Monitoring.

PART A

SERVICE LEVELS

2. PRINCIPAL POINTS

2.1 The objectives of the Service Levels and Service Credits are to:

- 2.1.1 ensure that the Services are of a consistently high quality and meet the requirements of the Customer;
- 2.1.2 provide a mechanism whereby the Customer can attain meaningful recognition of inconvenience and/or loss resulting from the Service Provider's failure to deliver the level of Service for which it has contracted to deliver; and
- 2.1.3 incentivise the Service Provider to meet the Service Levels and to remedy any failure to meet the Service Levels expeditiously.

3. SERVICE LEVELS

- 3.1 The Appendix to this Part A of this schedule sets out Service Levels the performance of which the Parties have agreed to measure.
- 3.2 The Service Provider shall monitor its performance of each of the Services referred to in Appendix A by reference to the Service Level(s) for that part of the Service and shall send the Customer a report detailing the level of service which was achieved in accordance with the provisions of part B of this Schedule 1.
- 3.3 If the level of performance of the Service Provider of any element of the Services during Contract Period:
 - 3.3.1 fails to achieve a Service Level in respect of each element of the Service, then the Customer shall make a deduction from the Contract Charges in accordance with Appendix A to this Schedule 1; or

3.3.2 constitutes a Critical Service Failure, the Customer shall be entitled to terminate this Contract pursuant to clause 9.3.

(SERVICE CREDITS AND CRITICAL SERVICE FAILURE APPROACH NOT USED).

APPENDIX TO PART A: LIST OF SERVICE LEVELS

The following Service Levels shall apply (subject to ongoing review and amendment with the agreement of both Parties):

Activities/Indicators	Targets (in the event of a timeline - this may be extended as agreed with Customer)
Acknowledgement of an instruction (either via the Service Provider's portal/dashboard or by email).	Redacted
<p>Meet agreed turnaround times. The Service Provider works 24/7 all year, so processes checks overnight and at the weekend to enable a swift turnaround time.</p> <p>Where the turnaround time is delayed for any reason, the Customer must be informed in a timely manner.</p> <p>The Deliverable of the file with the screening certificate/report (clearly indicating a pass or fail/flag) and any evidence for each candidate to be made available via the portal/dashboard.</p>	Redacted
Availability of system – Customer and candidate portals/dashboards.	Redacted
Secure data handling and processing procedures to safeguard the confidentiality and integrity of information/Personal Data.	Redacted

	Redacted
Maintain roadmap for improvements in technology, automation, and other associated innovations.	
Chase candidates who fail to complete the online process or provide relevant information within the agreed timescale.	
Account Manager and other senior level staff, contactable to support with delivery of the Services and Contract.	
Customer Services/Helpdesk, available via specific phone line, to support system users, hiring managers and candidates.	
Account Manager's (and/or deputy) attendance at the quarterly Performance Review Meetings, held either by virtual/video conferencing or in-person (at either of the Customer's sites) if required.	
Ongoing dialogue/ad hoc catch-ups will take place as needed.	
Submission of Service Reports (forwarded by the Service Provider and/or viewable and downloadable from the portal/dashboard). Content and format to be agreed.	
Acknowledgement and resolution of complaints/issues, including the management response.	
The Service Provider's escalation process is as follows:	

Redacted	
All invoices right first time and presented electronically with supporting breakdowns.	To be submitted monthly and accurately.

Either Party can add, within reason, further measurable items to this list; such items to be implemented by the Service Provider within 30 days' of a request.

PART B

PERFORMANCE MONITORING

1. PRINCIPAL POINTS

- 1.1 This Part B provides the methodology for monitoring the Services:
 - 1.1.1 to ensure that the Service Provider is complying with the Service Levels; and
 - 1.1.2 for identifying any failures to achieve Service Levels in the performance of the Service Provider and/or delivery of the Services ("**Performance Monitoring System**").
- 1.2 At implementation the Service Provider shall provide the Customer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

2. REPORTING OF SERVICE FAILURES

- 2.1 The Customer shall report all failures to achieve Service Levels to the Customer in accordance with the processes agreed in paragraph 1.2 above.

3. PERFORMANCE MONITORING AND PERFORMANCE REVIEW

- 3.1 The Service Provider shall provide the Customer with reports in accordance with the process and timescales agreed pursuant to paragraph 1.2 above which shall contain, as a minimum, the following information in respect of the relevant period just ended:
 - 3.1.1 for each Service Level, the actual performance achieved over the Service Level for the relevant period;
 - 3.1.2 a summary of all failures to achieve Service Levels that occurred during that period;
 - 3.1.3 Critical Service Failures (NOT USED);
 - 3.1.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 3.1.5 Service Credits (NOT USED);
 - 3.1.6 such other details as the Customer may reasonably require from time to time.
- 3.2 The Parties shall attend meetings to discuss Service reports ("Performance Review Meetings") on a quarterly basis (unless otherwise agreed). The Performance Review Meetings will be the forum for the review by the Service Provider and the

Customer of the Service Reports/Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):

- 3.2.1 take place on a scheduled date;
 - 3.2.2 take place at such location and time (within Normal Business Hours) as the Customer shall reasonably require unless otherwise agreed in advance;
 - 3.2.3 be attended by the Service Provider's Representative and the Customer's Representative; and
 - 3.2.4 be fully minuted by the Service Provider. The prepared minutes will be circulated by the Service Provider to all attendees at the relevant meeting and also to the Customer's representative and any other recipients agreed at the relevant meeting. The minutes of the preceding month's Performance Review Meeting will be agreed by both the Service Provider's representative and the Customer's Representative at each meeting.
- 3.3 The Customer shall be entitled to raise any additional questions and/or request any further information regarding any failure to achieve Service Levels.
- 3.4 The Service Provider shall provide to the Customer such supporting documentation as the Customer may reasonably require in order to verify the level of the performance by the Service Provider.

4. SATISFACTION SURVEYS

- 4.1 In order to assess the level of performance of the Service Provider, the Customer may undertake satisfaction surveys in respect of the Service Provider's provision of the Services.
- 4.2 The Customer shall be entitled to notify the Service Provider of any aspects of their performance of the Services which the responses to the satisfaction surveys reasonably suggest are not in accordance with the Contract.
- 4.3 All other suggestions for improvements to the Services shall be dealt with as part of the continuous improvement programme pursuant to paragraph 3 of schedule 6 of the Framework Agreement.

SCHEDULE 2

IMPLEMENTATION PLAN AND MILESTONES

1. IMPLEMENTATION PLAN

- 1.1 The Service Provider shall supply the Goods and/or Services in accordance with the Implementation Plan that it submitted to the Customer prior to the Commencement Date which shall be incorporated into the Master Contract Schedule and/or any other Contract Document.
- 1.2 If so required by the Customer, the Service Provider shall produce a further version of the Implementation Plan (based on the plan specified in the Master Contract Schedule or any other Contract Document) in such further detail as the Customer may reasonably require. The Service Provider shall ensure that each version of the Implementation Plan is subject to Approval. The Service Provider shall ensure that the Implementation Plan is maintained and updated on a regular basis as may be necessary to reflect the then current state of the implementation of the Services and/or provision of the Goods.
- 1.3 The Customer shall have the right to require the Service Provider to include any reasonable changes or provisions in each version of the Implementation Plan.

2. MILESTONES

- 2.1 The Service Provider shall perform its obligations so as to meet each Milestone by the Milestone Date.
- 2.2 Changes to the Milestones shall only be made in accordance with the Variation Procedure and provided that the Service Provider shall not attempt to postpone any of the Milestones using the Variation Procedure or otherwise (except in the event of a Customer Default which affects the Service Provider's ability to achieve a Milestone by the relevant Milestone Date).
- 2.3 If a Milestone has not been achieved by the relevant Milestone Date, the Service Provider shall pay to the Customer Delay Payments in accordance with the table above for each day of delay from and including the relevant Milestone Date until and including the date on which the relevant Milestone criteria are actually achieved and the Customer provides the Service Provider with confirmation in writing of its satisfaction that the Milestone has been met.
- 2.4 No payment or concession to the Service Provider by the Customer or other act or omission of the Customer shall in any way affect the rights of the Customer to recover the Delay Payments pursuant to the provisions of this Schedule or be deemed to be a waiver of the right of the Customer to recover any such damages unless such waiver has been signed by the Customer, expressly made in writing by the Customer and refers specifically to a waiver of the Customer's rights to claim Delay Payments.
- 2.5 The Customer's rights to claim Delay Payments pursuant to this Contract shall be without prejudice to any right of the Customer to claim damages for breach.