



The Insolvency
Service

Short Form Contract

Deloitte LLP
1 New Street Square,
London,
EC4A 3HQ
United Kingdom

Attn: REDACTED
By email to: REDACTED

Date: 17th July 2020
Your ref: Proposal for the
Insolvency Service Spending
Review Business Case 9th July
2020
Our ref: TIS0392

Dear Sirs,

Supply of Spending Review Business Case Consultancy

Following your proposal for the supply of Spending Review Business Case Consultancy to Insolvency Service, we are pleased confirm our intention to award this contract to you.

The attached contract details ("**Order Form**"), contract conditions and the **Annexes** set out the terms of the contract between Insolvency Service for the provision of the deliverables set out in the Order Form.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the deliverables. Please confirm your acceptance of the Conditions by signing and returning the Order Form to REDACTED at the email address REDACTED within 7 days from the date of this Order Form. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract.

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

Yours faithfully,

REDACTED
Head of Commercial Governance & CI



Order Form

1. Contract Reference	TIS0392	
2. Date	17 th July 2020	
3. Buyer or Client	Insolvency Service Canon House Birmingham B4 6FD	
4. Supplier Deloitte	or Deloitte LLP	1 New Street Square, London EC4A 3HQ, United Kingdom OC303675
5. The Contract	<p>The Supplier shall supply the deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and any Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Buyer and may delay conclusion of the Contract.</p>	
6. Deliverables	Services	<p>Delivery of consultancy services in relation to the development of the Buyers Spending Review Business Case as set out in Annex 2.</p> <p>The deliverables of the Services will be work products jointly prepared by a combination of Supplier staff working jointly with Buyer staff and where the Buyer remains solely responsible for all of the decisions, assessments, conclusions and judgments underlying them and they will not be Supplier branded.</p> <p>To be performed at Supplier premises in light of existing social distancing policies in response to Coronavirus. The Parties may agree that the Supplier will attend Buyer premises (16th Floor, 1 Westfield Avenue, Stratford, London E20 1HZ), should social distancing policies change during the Term of the Contract. Suitable notice shall be given for any such ask.</p>
7. Specification		



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		<p>The Parties acknowledge the risk posed by the spread of Covid-19 (“Coronavirus”) and the associated impact this might have on the delivery of the Services. The Parties’ Staff will comply with any restrictions or conditions imposed by their respective organisations on working practices as the threat of Coronavirus continues.</p> <p>Whilst the Parties will seek to continue to comply with their respective obligations in accordance with the timeframes and approach set out in the Contract, the Parties accept that they may be required to adopt alternative working practices and put in place safeguards during this period, including but not limited to working remotely, restrictions on travel to and from particular locations and the quarantining of individuals. Without prejudice to clause 20 of the Short form Terms, the Parties will work collaboratively and in good faith to agree any amendments to mitigate the adverse impact resulting from the effects of Coronavirus on the Services, including but not limited to the timetable for delivery of the Services, the approach, methods and working practices for delivering the Services, and any additional associated costs. In any event, Deloitte shall have no liability for any failure or delay to perform its obligations under this Contract, to the extent caused and/or contributed to by the spread of Coronavirus and its associated impacts.</p> <p>Each of the Client and Deloitte is and will remain independently responsible for complying with statutory requirements relating to the health and safety of their respective Staff and visitors to their respective premises. The Client and Deloitte recognise that viruses and other infections and conditions harmful to health can be transmitted from one person to another or otherwise acquired (“Infections”). Each of the Client and Deloitte will implement commercially reasonable measures designed to mitigate the risk of Infections. To the fullest extent permitted by law, and without affecting any responsibility or liability for death or personal injury caused by negligence, neither the Client nor Deloitte will incur any liability to the other for any loss or damage suffered by the other arising from or connected with Infections that may be acquired by their respective Staff.</p>
		<p>The specification of the Services is as set out in Annex 2 and the Supplier’s proposal dated 9th July.</p> <p>The Supplier Proposed Team to deliver the Services (outlined in Annex 2) shall be available as set out in Annex 2.</p>



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<p>8. Term</p>	<p>The Term shall commence on 17th July 2020 and the Expiry Date shall be 2nd October 2020, unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.</p> <p>The Parties may agree to extend the Contract for a period of up to 3 months by the Buyer giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period, and the Parties will agree any additional terms and conditions including but not limited to an increase in the Charges and Total Value of the Contract.</p>	
<p>9. Charges</p>	<p>The Charges for the Services shall be as set out in Annex 3.</p> <p>The Total Value of the Contract shall be £212,800.</p>	
<p>10. Payment</p>	<p>All invoices must be sent, quoting a valid purchase order number (PO Number), to:</p> <p>REDACTED</p> <p>Payment shall be made by the Buyer within 30 days of receipt of a valid invoice from the Supplier.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to</p> <p>REDACTED</p> <p>between 09:00-17:00 Monday to Friday.</p>	
<p>11. Buyer Authorised Representative(s))</p>	<p>For general liaison your contact will continue to be</p> <p>REDACTED REDACTED</p> <p>or, in their absence, REDACTED REDACTED</p>	
<p>12. Address notices</p>	<p>for Buyer:</p> <p>Insolvency Service Canon House Birmingham B4 6FD</p> <p>Attention: REDACTED</p>	<p>Supplier:</p> <p>Deloitte LLP 1 New Street Square, London EC4A 3HQ, United Kingdom</p> <p>Attention: REDACTED</p> <p>Email: REDACTED REDACTED</p>



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	Email: REDACTED	
13. Key Personnel	<p>Buyer:</p> <p>Insolvency Service Canon House Birmingham B4 6FD</p> <p>Attention: REDACTED</p> <p>Email: REDACTED</p>	<p>Supplier:</p> <p>Deloitte LLP 1 New Street Square, London EC4A 3HQ, United Kingdom</p> <p>Attention: REDACTED</p> <p>Email: REDACTED</p>
14. Procedures and Policies	The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a " Relevant Conviction "), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the deliverables.	

Signed for and on behalf of the Supplier		Signed for and on behalf of the Buyer	
Name: REDACTED Partner		Name: REDACTED Head of Commercial	
Date:		Date:	
Signature:		Signature:	



Annex 1 – Authorised Processing Template

Notwithstanding anything to the contrary in this Contract, the Parties agree that the Supplier will not receive any Personal Data from the Buyer under this Contract unless otherwise agreed upon in writing.

Description Of Authorised Processing	Details
Subject matter of the processing	N/A
Duration of the processing	N/A
Nature and purposes of the processing	N/A
Type of Personal Data	N/A
Categories of Data Subject	N/A



Annex 2 – Specification & Supplier Proposal

Specification

1 BACKGROUND TO THE REQUIREMENT

1.1 The Insolvency Service is the government agency that provides public services to those affected by financial distress or failure. It is an executive agency, sponsored by the Department for Business, Energy & Industrial Strategy. We provide the frameworks that deal with insolvency and the financial misconduct that sometimes accompanies or leads to it. Our aim is a corporate and personal insolvency regime which is regarded as fair and that gives businesses and investors' confidence to take the commercial risks necessary to support economic growth.

1.2 The requirement is to produce a Spending Review business case (SRBC) which supports the agency's spending review return to the parent department BEIS and describes how additional government funding will result in improved service delivery and better outcomes.

1.3 The SRBC will directly inform the new Strategic Business Plan for the Insolvency Service. The new SBP shall be delivered with support from an external supplier.

2 REQUIREMENT - SPENDING REVIEW BUSINESS CASE

2.1 The Supplier will be responsible for producing a Spending Review Business case (SRBC) which will clearly set out the financial investment required to support the investment projects that support the refreshed agency strategy, the funds needed to take forward our priorities and to also continue delivering our services in the best way we can. This will inform our submission to BEIS and HMRC for the 2020 Spending Round and will need to cover both resource and capital funding requirements and will be used as a foundation for the development of a multi-year strategic business plan.

2.2 The detailed requirements for the SRBC cannot be confirmed until the review is formally announced, and commissions issued to departments, but the SRBC will be a key document providing the supporting narrative to our request for additional resources. It will clearly demonstrate the relationship between funding and outcomes, highlight the alignment of our proposals with wider government objectives and the public value framework and highlight the benefits to be delivered, with clear categorisation of identifiable benefits between those which are cost releasing and those which improve efficiency and service outputs and the experience for our customers.

2.3 The Supplier will need to work closely with corporate contacts across the agency to collate the information required to complete the SR process and then draw this information together in a professionally drafted document which clearly sets out the agency's funding requirements over the Spending Review period with clearly defined assumptions, benefits and impact presented in a clear and persuasive way. The work will include:

2.3.1 Collating Information on projected caseload submissions and income levels over the Spending Review Period;



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2.3.2 Working with ExCom, the Board, and other corporate contributors to identify priorities for the agency over the Spending Review Period and the specific funding needs associated with these, working with corporate contributors to ensure the associated costs and benefits of these are clearly identified. The incoming supplier will need to work with the existing contractor who is dealing with review of the agency strategy to confirm alignment of these priorities;

2.3.3 Work with corporate contributors to build a baseline for the spending review using information from the existing 20-21 budget but also reflect changes required to this as a result of C19 and its anticipated impact on caseloads and fee income;

2.3.4 Work with the Supplier to confirm a number of planning scenarios based on potential funding cuts, caseload volumes and work with the corporate contributors to produce a narrative on the business impact of these changes in funding;

2.3.5 Collate information on ongoing business critical projects over the Spending Review period, the funding requirements of these, details of why the projects are required and the impact of not proceeding with these. This will include ongoing portfolio projects and distinct funding requirements for instance in relation to RPS, Breathing Space, replacement of legacy systems.

2.4 Timelines for delivery of the SRBC will be driven by HMT. The Agency requires an immediate start (w/c 13th July 2020) and anticipates an engagement duration of approximately 3 months.

3 LOCATION

3.1 With the existing Social Distancing controls in place, this work will mostly be delivered remotely. However, should these reduce, there may be some on site delivery in Birmingham and Stratford, London.

4 ESSENTIAL SKILLS AND EXPERIENCE

4.1 Suppliers bidding for this opportunity shall:

4.1.1 Have, and be able to demonstrate, a proven track record producing Business cases in relevant organisations;

4.1.2 Have modelling skills & ability to interpret wide range of scenarios with potential for significant variance in planning inputs;

4.1.3 Have an understanding of government finance and funding process;

4.1.4 Have experience of engaging and working with senior stakeholders, including navigating internal and governmental governance controls and approvals;

4.1.5 Have significant experience in planning and making recommendations to influence senior stakeholders and external government bodies, HMRC, Cabinet Office etc.

5 SECURITY AND VETTING REQUIREMENTS



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5.1 Supplier staff shall, as a minimum, be BPSS cleared.

6 SUPPLIER RESPONSE

6.1 Suppliers are requested to provide:

- CVs for staff with relevant experience
- Availability of staff from w/c 13th July 2020 for approximately 3 months
- Proposed team structure – including a single lead / responsible person and ideally access to wider specialisms on an ad-hoc basis
- Details of staff grades and day rates, and confirmation that these match the best public sector published rates available via frameworks or other means
- Examples of similar work undertaken for comparable public sector organisations and references where available.

Supplier Proposal Dated 9th July 2020



Spending Review
Business Case Propc



Annex 3 – Charges

The Supplier shall invoice the Buyer monthly in arrears based on Day Rates (see below table). The number of days included in the below table are estimates only and the actual number against any role may vary depending on actual resources deployed. The Supplier will report fortnightly on the days supplied by Supplier Staff and the forecast days by Supplier Staff.

Team Member	Grade	Day Rate	Days	Total
REDACTED	Partner	REDACTED	REDACTED	REDACTED
REDACTED	Project Director	REDACTED	REDACTED	REDACTED
REDACTED	Manager	REDACTED	REDACTED	REDACTED
REDACTED	Manager	REDACTED	REDACTED	REDACTED
REDACTED	Assistant Manager	REDACTED	REDACTED	REDACTED
REDACTED	Economics	REDACTED	REDACTED	REDACTED
SMEs*	SME	REDACTED	REDACTED	REDACTED
			Total	£212,800

*Redacted

The Total Contract Value shall not be exceeded without prior approval from a Buyer Authorised Representative, which shall take the form of a formal variation to this Contract.

Pricing Assumptions:

- Delivery of the Services within the Total Contract Value is dependent on the Buyer fulfilling its duties as outlined in Annex 4.
- The proposed project timeline is 12 weeks (c.3months).
- Work is expected to be completed across the period from 17th July to 2nd October 2020, although the intensity may vary once the SR commission is received.
- Expenses associated with this engagement are expected to be minimal and are excluded from the Total Contract Value. Any expenses will be billable in addition to the Total Contract Value and agreed with the Buyer in advance.
- The model is not a Deloitte deliverable.
- The Supplier estimates 15 days of SME input which will be delivered free of charge.
- Work to be completed remotely, with potential for some work in Buyer offices if appropriate during the Term of the Contract.



Annex 4

Buyer responsibilities

1. The Buyer is responsible for determining that the scope of the Services is appropriate for its needs.
2. The Supplier's performance of the Services, the timetable, the level of its Charges and any fee estimates each depend on the accuracy and completeness of any assumptions set out in the Contract.
3. The Buyer will give the Supplier all the information that is necessary for the performance of the Services. In this context, the Buyer agrees that the Supplier shall not be treated as being on notice of information given to it in the course of previous engagements and so all information that is relevant to the Services must be given directly to the Supplier's engagement team even if the same information has been given to it previously in the course of a different contract or engagement. The Supplier will not audit or otherwise test or verify the information provided to it in the course of the Services. The Buyer agrees that the Supplier shall be entitled to rely on all information provided to it and on the Buyers' decisions and approvals in connection with the Services and to assume that all such information provided to the Supplier from whatever sources is true, complete and not misleading. The Supplier will not be responsible for the consequences of any information provided to it in the course of the Services not being complete, accurate or current.
4. Where needed to assist the Supplier in performing the Services, the Buyer will (i) take decisions and obtain management approvals promptly; (ii) give the Supplier full and prompt access to the Buyers' people and premises and those of its affiliates and to its other advisors associated with the engagement, together with all necessary administrative support; (iii) obtain any approvals, licences and security clearances promptly (including any relating to third parties, Supplier Staff); and (iv) keep the Supplier promptly informed of any proposals or developments in its business relevant to the Services.
5. The Buyer agrees that it shall remain solely responsible for managing all aspects of its business, for taking all decisions and operating all accounting, internal control or management information systems. This includes applying its independent business judgement to evaluate any advice or recommendations that the Supplier gives it. The Buyer will be responsible for deciding whether the Supplier's recommendations make sense in the context of its business, and whether it wishes to rely on, implement or act on them, including the actions necessary to realise any expected benefits.
6. Where the Buyer is using third parties to provide information, materials or other assistance in support of the Services, or it is employing other suppliers whose work may affect the Supplier's ability to deliver the Services, the Buyer will be responsible for the management of such persons and their performance, including the timeliness and quality of their input and work.



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7. The Buyer will also be responsible for paying the Charges in accordance with this Contract.

Deliverables

8. The Supplier may discuss ideas with the Buyer orally or show the Buyer or discuss drafts of the deliverables for the Buyer to comment on. The Supplier will do this on the basis that the Buyer will not rely on any drafts or oral comments or advice unless their content is finalised and confirmed to the Buyer in writing in a formal final deliverable. Accordingly, the Supplier will not be responsible if the Buyer chooses to act, or refrain from acting, on the basis of any drafts or oral comments or advice.
9. For the Buyer's convenience, the deliverables may be made available to it in draft or in electronic as well as hard copy format. Multiple copies and versions of documents may therefore exist in different media. In the case of any discrepancy, the signed hard copy of the final deliverable is definitive.
10. The Buyer agrees that each deliverable will be deemed accepted by the Buyer (and the Services, or the relevant part of them, completed) when the Buyer first makes use of the deliverable, or within 14 days from the date of delivery to the Buyer, whichever first occurs.
11. The Buyer may disclose (but not sell, license or otherwise purport to transfer any rights in) the deliverables (including any amendments or modifications thereto) prepared and delivered to the Buyer pursuant to this Contract, provided that the Buyer shall in no way associate the Supplier or its Staff (or any of the Deloitte member firm) with any such disclosed deliverable or any portion or derivative thereof. This restriction includes, but is not limited to, using the Supplier's name, trademarks, logos and/or branding on the deliverable.
12. The Buyer acknowledges that were it to disclose a deliverable in contravention of this Contract (and without limitation) this could expose the Supplier to a risk that a third party who otherwise would not have access to the deliverable might claim to have relied upon the deliverable to its detriment and might bring or threaten to bring an action, claim or proceedings against the Supplier.
13. No person other than the Buyer may rely on the deliverables and/or information derived from them and the Supplier accepts no responsibility to any other person to whom the deliverables are shown or into whose hands they may come.
14. The Supplier has no responsibility to update any deliverable for events occurring after completion of this Contract (which will be the date on which the final deliverable is delivered or signed), nor to monitor its continuing relevance or suitability for the Buyer's purposes.

Legal Advice (or other unique technical advice)

15. Whilst the Supplier may review and comment on legal agreements, the Supplier is not qualified to provide legal advice. The Supplier will not be responsible for carrying out due diligence on or providing a valuation of the project or providing specialist or technical advice except as specifically identified in this Contract.
16. The Buyer will obtain appropriate legal, technical or other specialist advice (including financial advice that is not in scope).

Meeting Deadlines / Timetables



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17. The Supplier will use reasonable efforts to supply the Services in accordance with any timetable referred to herein. However, all dates given or specified by the Buyer for the supply of the Services are intended for planning and estimating purposes only.
18. The Supplier's performance of the Services, the timetable, the level of Charges and any fee estimates each depend on the accuracy and completeness of any assumptions set out in this Contract and the Buyer performing its obligations under the Contract.

The Buyer's Staff

19. The Buyer's Staff with the appropriate skills set and requisite availability will be used to resource the project. The Staff will appropriately represent the geographic, business unit and functional splits impacted by the project where practicable.
20. The Supplier will not be responsible for the competence or lack thereof of the Buyer's Staff that are provided to assist in the project.
21. The Buyer will provide access to appropriate technical resources and documentation to assist in providing the Services.
22. The Buyer will provide appropriate sponsorship, stakeholders and subject matter experts, as required.
23. The Buyer will have the necessary (in terms of quantity and skills) resources in accordance with the different phases of the project.

Delays/Timetables

24. The Buyer will inform the Supplier promptly if it becomes aware of any circumstances or events which will or are likely to impact the provision of the Services within the anticipated timescales.
25. The Phases of the project will run continuously to avoid any discontinuity of project Staff and to allow forward planning of resources.

Licences and permissions

26. The Buyer will be responsible for compliance with relevant data protection laws.
27. The Buyer will be solely responsible for obtaining any legal or regulatory required approvals pertaining to the Services. The Supplier will not be responsible for any delays resulting from delays in obtaining such approvals.

Providing data

28. The Buyer shall process and maintain a permanent back-up of its data/software.
29. It is the Buyer's responsibility to cleanse any data prior to sending it to the Supplier.
30. The Buyer will provide all data, documentation, process expertise and empowered decision-making personnel to support the Services.
31. All data and information provided by the Buyer shall be accurate, complete and not misleading.
32. For the purposes of the Services, the Supplier has assumed that the Services will not include verification of the accuracy or integrity of any information or data provided by the Buyer or by third parties.

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33. The language of the project will be English. Any requirements for translation of project deliverables or project inputs will be the Buyer's responsibility.



Short form Terms

1. Definitions used in the Contract

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

"Central Government Body"	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Charges"	means the charges for the Services as specified in the Order Form;
"Confidential Information"	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
"Contract"	means the contract between (i) the Buyer and (ii) the Supplier which is created by the Supplier's counter signing the Order Form and includes the Order Form and Annexes;
"Controller"	has the meaning given to it in the GDPR;
"Buyer"	means the entity identified in the letterhead of the Order Form;
"Date of Delivery"	means that date by which the deliverables must be delivered to the Buyer, as specified in the Order Form;
"Buyer Cause"	any breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier;
"Data Protection"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the Data



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"Legislation"	Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier 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 Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deliver"	means hand over the deliverables to the Buyer at the address and on the date specified in the Order Form, which shall include unloading and any other specific arrangements agreed in accordance with Clause []. Delivered and Delivery shall be construed accordingly;
"Existing IPR"	any and all intellectual property rights and other proprietary rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise), including any modifications, improvements, enhancements or derivatives thereto as part of the Services and/or deliverables;
"Expiry Date"	means the date for expiry of the Contract as set out in the Order Form;
"FOIA"	means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from any and all acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is



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	attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679);
"Goods"	means the goods to be supplied by the Supplier to the Buyer under the Contract;
"Good Industry Practice"	The "reasonable skill and care" standard as set out in the Supply of Goods and Services Act 1982;
"Government Data"	a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's confidential information, and which: i) are supplied to the Supplier by or on behalf of the Buyer; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or b) any Personal Data for which the Buyer is the Data Controller;
"Information"	has the meaning given under section 84 of the FOIA;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Insolvency Event"	in respect of a person: a) if that person is insolvent; ii) if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; iv) if the person makes any composition with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction;
"Key Personnel"	means any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"New IPR"	all and intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
"Order Form"	means the letter from the Buyer to the Supplier printed above these terms and conditions;
"Party"	the Supplier or the Buyer (as appropriate) and "Parties" shall



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mean both of them;

"Personal Data"	has the meaning given to it in the GDPR;
"Personal Data Breach"	has the meaning given to it in the GDPR;
"Processor"	has the meaning given to it in the GDPR;
"Purchase Order Number"	means the Buyer's unique number relating to the order for the Services and deliverables to be supplied by the Supplier to the Buyer in accordance with the terms of the Contract;
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Services"	means the services to be supplied by the Supplier to the Buyer under the Contract;
"Specification"	means the specification for the Services to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the Order Form;
"Staff"	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Contract;
"Staff Vetting Procedures"	the Supplier's procedures for the vetting of personnel;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supplier"	means the entity named as Supplier in the Order Form;
"Term"	means the period from the start date of the Contract set out in the Order Form to the Expiry Date as such period may be extended or terminated in accordance with the terms and conditions of the Contract;
"US-EU Privacy"	a list of companies maintained by the United States of



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- "Shield Register"** America Department for Commence that have self-certified their commitment to adhere to the European legislation relating to the processing of personal data to non-EU countries which is available online at: <https://www.privacyshield.gov/list>;
- "VAT"** means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
- "Workers"** any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (<https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees>) applies in respect of the deliverables;
- "Working Day"** means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2. Understanding the Contract

In the Contract, unless the context otherwise requires:

- 2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 2.3 the headings in this Contract are for information only and do not affect the interpretation of the Contract;
- 2.4 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
- 2.5 the singular includes the plural and vice versa;
- 2.6 a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that law; and
- 2.7 the word 'including', "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation".

3. How the Contract works

- 3.1 The Order Form is an offer by the Buyer to purchase the Services subject to and in accordance with the terms and conditions of the Contract.
- 3.2 The Supplier is deemed to accept the offer in the Order Form when the Buyer receives a copy of the Order Form signed by the Supplier.



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3.3 Not used.

4. What needs to be delivered

4.1 All Deliverables

- (a) The Supplier must provide deliverables: (i) in accordance with the Specification; (ii) to a professional standard; (iii) using reasonable skill and reasonable care; (iv) using Good Industry Practice; (v) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract; (vi) on the dates agreed; and (vii) that comply with all law in the United Kingdom.
- (b) Not used.

4.2 Goods clauses – **not applicable.**

- (a) All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- (b) All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
- (c) The Supplier transfers ownership of the Goods on completion of delivery (including off-loading and stacking) or payment for those Goods, whichever is earlier.
- (d) Risk in the Goods transfers to the Buyer on delivery, but remains with the Supplier if the Buyer notices damage following delivery and lets the Supplier know within three Working Days of delivery.
- (e) The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- (f) The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- (g) The Supplier must provide sufficient packaging for the Goods to reach the point of delivery safely and undamaged.
- (h) All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- (i) The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- (j) The Supplier will notify the Buyer of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Buyer against the costs arising as a result of any such request.
- (k) The Buyer can cancel any order or part order of Goods which has not been delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- (l) The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.
- (m) The Buyer will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any damage or



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injury (whether fatal or otherwise) occurring in the course of delivery or installation then the Supplier shall indemnify from any losses, charges costs or expenses which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or any of its [sub-suppliers].

4.3 Services clauses

- (a) Not used.
- (b) The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including any security requirements that are provided to the Supplier in advance and in writing.
- (c) The Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services.
- (d) The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of the Contract.
- (e) The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
- (f) The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- (g) Where applicable, on completion of the Services, the Supplier is responsible for leaving the Buyer's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer's premises or property, other than fair wear and tear.
- (h) The Supplier must ensure all Services, and anything used to deliver the Services, are of good quality.
- (i) The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

5. Pricing and payments

In exchange for the provision of the Services, the Supplier shall be entitled to invoice the Buyer for the charges in the Order Form. The Supplier shall raise invoices monthly in arrears.

5.1 All Charges:

- (a) exclude VAT, which is payable on provision of a valid VAT invoice and expenses;
- (b) include all costs connected with the supply of Services.

5.2 The Buyer must pay the Supplier the charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the Order Form.

5.3 A Supplier invoice is only valid if it:

- (a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer;
- (b) includes a detailed breakdown of deliverables which have been delivered (if any).



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- 5.4 If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 33.
- 5.5 Not used.
- 5.6 The Supplier must ensure that all subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Buyer can publish the details of the late payment or non-payment.

6. The Buyer's obligations to the Supplier

- 6.1 If Supplier fails to comply with the Contract as a result of a Buyer Cause:
- (a) the Buyer cannot terminate the Contract under clause 11;
 - (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;
 - (c) the Supplier is entitled to additional time needed to deliver the deliverables and provide the Services;
 - (d) the Supplier cannot suspend the ongoing supply of deliverables.
- 6.2 Clause 6.1 only applies if the Supplier:
- (a) gives notice to the Buyer within 10 Working Days of becoming aware;
 - (b) demonstrates that the failure only happened because of the Buyer Cause;
 - (c) mitigated the impact of the Buyer Cause.

7. Record keeping and reporting

- 7.1 The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form.
- 7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for seven years after the date of expiry or termination of the Contract.
- 7.3 The Buyer and any auditors of or other advisers to the Buyer, approved by the Supplier with at least 30 working days' notice (but not more than once per annum during the Term of this Contract), may conduct a security documentation audit. The Buyer shall communicate the scope and methods of the proposed security documentation audit to the Supplier at least 15 working days prior to the security documentation audit in writing. The Supplier may decline any aspect of the proposed scope and methods on the basis that it (i) includes any technical vulnerability or penetration testing of the Supplier's system; (ii) may potentially breach the Supplier's client confidentiality obligations; and/or (iii) is outside the scope of services provided to the Buyer under this Contract. The Buyer will perform the security documentation audit during normal office hours and in such a way to cause as little disruption as



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reasonably possible. The Supplier will require a confidentiality agreement to be signed in advance of this security documentation audit.

7.4 Not used.

7.5 If the Supplier is not providing any of the deliverables, or is unable to provide them, it must immediately:

- (a) tell the Buyer and give reasons;
- (b) propose corrective action;
- (c) provide a deadline for completing the corrective action.

7.6 Not used.

8. Supplier staff

8.1 The Supplier Staff involved in the performance of the Contract must:

- (a) be appropriately trained and qualified;
- (b) be vetted using Good Industry Practice and in accordance with the Staff Vetting Procedures;
- (c) comply with all conduct requirements when on the Buyer's premises as is provided to the Supplier in writing and in advance.

8.2 Where a Buyer decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.

8.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 8.

8.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.

8.5 Not used.

8.6 The Supplier shall use those persons nominated in the Order Form (if any) to provide the deliverables and shall not remove or replace any of them unless:

- (a) requested to do so by the Buyer (not to be unreasonably withheld or delayed);
- (b) the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
- (c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated for material breach of contract by the employee.

9. Rights and protection

9.1 The Supplier warrants and represents that:

- (a) it has full capacity and authority to enter into and to perform the Contract;
- (b) the Contract is executed by its authorised representative;
- (c) it is a legally valid and existing organisation incorporated in the place it was formed;



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- (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
 - (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;
 - (f) it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
 - (g) it is not impacted by an Insolvency Event.
- 9.2 The warranties and representations in clause 9.1 are repeated each time the Supplier provides deliverables under the Contract.
- 9.3 Not used.
- 9.4 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must promptly notify the Buyer.
- 9.5 Not used.
- 9.6 Except as otherwise provided in this Contract, the Supplier provides no other warranties, express or implied, regarding the Services.

10. Intellectual Property Rights (IPRs)

- 10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer, upon payment of all the Supplier's Charges, a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use the Supplier's Existing IPR to enable it to:
- (a) receive and use the deliverables in its tangible form; and
 - (b) the right to use them internally in the Buyer's business;
- 10.2 Not used.
- 10.3 Not used.
- 10.4 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.
- 10.5 If any claim is made against the Buyer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the deliverables used by the Supplier (an "**IPR Claim**"), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.
- 10.6 If at any time an IPR Claim is made, the Supplier shall, at its own expense and sole discretion, either: (i) procure for the Buyer the right to continue to use the relevant deliverables; or (ii) replace or modify the deliverables with non-infringing substitutes, provided that any substitutes shall not materially prejudice the Buyer's use of the deliverables. The indemnity in clause 10.5 above does not apply to IPR Claims to the extent that they arise solely as a result of: (i) breach of this Contract by the Buyer; (ii)



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any modifications of the deliverables by persons other than the Supplier; (iii) designs, specifications, instructions or other technical information provided by the Buyer or on behalf of the Buyer; (iv) use of the deliverables in combination with any items not supplied by the Supplier where there would have been no infringement without such combination; (iv) use of the deliverables in a manner not permitted or contemplated by the Contract; (v) the Buyer's refusal to use any modified or replacement deliverable supplied or offered to be supplied pursuant to this clause, at no charge.

11. Ending the contract

11.1 The Contract takes effect on the date of or (if different) the date specified in the Order Form and ends on the earlier of the date of expiry or termination of the Contract or earlier if required by Law.

11.2 The Parties can by agreement extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.

11.3 Ending the Contract without a reason

The Buyer has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if it's terminated clause 11.5 applies.

11.4 When the Buyer can end the Contract

- (a) If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:
- (i) there's a Supplier Insolvency Event;
 - (ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
 - (iii) if the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
 - (iv) Not used;
 - (v) if the Buyer discovers that the Supplier was in one of the situations in 57(1) or 57(2) of the Regulations at the time the Contract was awarded;
 - (vi) the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations;
 - (vii) the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them.
- (b) If any of the events in 73(1) (a) to (c) of the Regulations (substantial modification, exclusion of the Supplier, procurement infringement) happen, the Buyer has the right to immediately terminate the Contract and clause 11.5 applies.



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11.5 What happens if the Contract ends

Any provisions of the Contract which either expressly, or by their nature, extend beyond the expiry or termination of this Contract shall survive such expiration or termination.

The Supplier will be entitled to receive all Charges incurred up to the date of termination of this Contract for any reason.

11.6 When the Supplier can end the Contract

(a) The Supplier may terminate this Contract at any time, with or without cause, on 30 days' written notice to the Buyer.

11.7 Partially ending and suspending the Contract

(a) Not used.

12. How much you can be held responsible for

12.1 The Supplier's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than Redacted% of the Charges paid or payable to the Supplier.

12.2 Save for the Buyer's obligation to pay the Charges, the Buyer's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) shall not exceed £Redacted (Redacted pounds).

12.3 The Supplier shall not be liable to the Buyer for:

- (a) any incidental, special, punitive, exemplary, indirect or consequential losses or damages;
- (b) loss of profits, turnover, savings (including anticipated savings), business opportunities or damage to goodwill, loss of or corruption to data, loss of revenues or wasted management or staff time (in each case whether direct or indirect); and/or
- (c) loss or damage incurred as a result of third party claims.

12.4 In spite of clause 12.1 and 12.2, neither Party limits or excludes any of the following:

- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
- (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
- (c) any liability that cannot be excluded or limited by law.

12.5 Not used.

12.6 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.

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



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- 12.8 The Supplier will not be liable for any loss, liability, damage, cost, charge or expense of whatever nature and howsoever caused and including interest arising as a result of the provision of false, misleading or incomplete information or documentation, or the withholding or concealment or misrepresentation of information or documentation, by any person other than the Supplier unless and then only to the extent that detection of such defect in the information or documentation or such withholding, concealment or misrepresentation should reasonably have been expected because it was evident without further enquiry from the information or documentation provided to the Supplier and expressly required to be considered by the Supplier pursuant to the provision of the Services.
- 12.9 Unless agreed otherwise in writing, no person other than the Buyer may rely on the deliverables and/or information derived from them and the Supplier accepts no responsibility nor liability to any other person. The Buyer agrees to reimburse the Supplier for any losses or liabilities (including legal costs) that the Supplier incurs in connection with any claim by any third party in relation to the Services, deliverables and/or advice.

13. Obeying the law

- 13.1 The Supplier must, in connection with provision of the Deliverables, use reasonable endeavours to:
- (a) comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at (https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf) and such other corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time;
 - (b) support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010;
 - (c) not use nor allow its subcontractors to use modern slavery, child labour or inhumane treatment;
 - (d) meet the applicable Government Buying Standards applicable to Deliverables which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-thegovernment-buying-standards-gbs>

13.2

13.3 Not used.

13.4 Not used.

14. Data protection – clauses 14.2 – 14.26 not applicable.

- 14.1 The Parties agree that the Supplier shall not process any Personal Data on behalf on the buyer in order to provide the Services.
- 14.2 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with this Contract.



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- 14.3 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.4 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every six Months.
- 14.5 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified [in writing] by the Buyer.
- 14.6 If at any time the Supplier suspects or has reason to believe that the Government Data provided under the Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Buyer and immediately suggest remedial action.
- 14.7 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:
- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than five Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier;
 - (b) restore the Government Data itself or using a third party.
- 14.8 The Supplier must pay each Party's reasonable costs of complying with clause 14.7 unless the Buyer is at fault.
- 14.9 Only the Buyer can decide what processing of Personal Data a Supplier can do under the Contract and must specify it for the Contract using the template in Annex 1 of the Order Form (*Authorised Processing*).
- 14.10 The Supplier must only process Personal Data if authorised to do so in the Annex to the Order Form (*Authorised Processing*) by the Buyer. Any further written instructions relating to the processing of Personal Data are incorporated into Annex 1 of the Order Form.
- 14.11 The Supplier must give all reasonable assistance to the Buyer in the preparation of any Data Protection Impact Assessment before starting any processing, including:
- (a) a systematic description of the expected processing and its purpose;
 - (b) the necessity and proportionality of the processing operations;
 - (c) the risks to the rights and freedoms of Data Subjects;
 - (d) the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.
- 14.12 The Supplier must notify the Buyer immediately if it thinks the Buyer's instructions breach the Data Protection Legislation.
- 14.13 The Supplier must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Buyer.
- 14.14 If lawful to notify the Buyer, the Supplier must notify it if the Supplier is required to process Personal Data by Law promptly and before processing it.



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- 14.15 The Supplier must take all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:
- (a) are aware of and comply with the Supplier's duties under this clause;
 - (b) are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;
 - (c) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third Party unless directed in writing to do so by the Buyer or as otherwise allowed by the Contract;
 - (d) have undergone adequate training in the use, care, protection and handling of Personal Data.
- 14.16 The Supplier must not transfer Personal Data outside of the EU unless all of the following are true:
- (a) it has obtained prior written consent of the Buyer;
 - (b) the Buyer has decided that there are appropriate safeguards (in accordance with Article 46 of the GDPR);
 - (c) the Data Subject has enforceable rights and effective legal remedies when transferred;
 - (d) the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
 - (e) where the Supplier is not bound by Data Protection Legislation it must use its best endeavours to help the Buyer meet its own obligations under Data Protection Legislation; and
 - (f) the Supplier complies with the Buyer's reasonable prior instructions about the processing of the Personal Data.
- 14.17 The Supplier must notify the Buyer immediately if it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law;
 - (f) becomes aware of a Data Loss Event.
- 14.18 Any requirement to notify under clause 14.17 includes the provision of further information to the Buyer in stages as details become available.
- 14.19 The Supplier must promptly provide the Buyer with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 14.17. This includes giving the Buyer:
- (a) full details and copies of the complaint, communication or request;



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- (b) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
 - (c) any Personal Data it holds in relation to a Data Subject on request;
 - (d) assistance that it requests following any Data Loss Event;
 - (e) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.
- 14.20 The Supplier must maintain full, accurate records and information to show it complies with this clause 14. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either the Buyer determines that the processing:
- (a) is not occasional;
 - (b) 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;
 - (c) is likely to result in a risk to the rights and freedoms of Data Subjects.
- 14.21 The Supplier must appoint a Data Protection Officer responsible for observing its obligations in this Schedule and give the Buyer their contact details.
- 14.22 Before allowing any Subprocessor to process any Personal Data, the Supplier must:
- (a) notify the Buyer in writing of the intended Subprocessor and processing;
 - (b) obtain the written consent of the Buyer;
 - (c) enter into a written contract with the Subprocessor so that this clause 14 applies to the Subprocessor;
 - (d) provide the Buyer with any information about the Subprocessor that the Buyer reasonably requires.
- 14.23 The Supplier remains fully liable for all acts or omissions of any Subprocessor.
- 14.24 At any time the Buyer can, with 30 Working Days notice to the Supplier, change this clause 14 to:
- (a) replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme under GDPR Article 42;
 - (b) ensure it complies with guidance issued by the Information Commissioner's Office.
- 14.25 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office.
- 14.26 The Supplier:
- (a) must provide the Buyer with all Government Data in an agreed open format within 10 Working Days of a written request;
 - (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
 - (d) securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it;



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- (e) indemnifies the Buyer against any and all Losses incurred if the Supplier breaches clause 14 and any Data Protection Legislation.

15. What you must keep confidential

15.1 Each Party must:

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

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

- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party, where legally permissible, of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the disclosing Party's Confidential Information;
- (f) subject to the Parties prior agreement, to its auditors or for the purposes of regulatory requirements;
- (g) on a confidential basis, to its legal advisers on a need-to-know basis or to comply with any legal, professional or regulatory requirement. The Buyer agrees to reimburse any costs we may incur in complying with any such disclosure requirement relating to any of our Services to the Buyer imposed in any proceedings or regulatory process not involving any substantive claim or proceeding against the Supplier, provided that the Supplier notifies the Buyer promptly, and where reasonable and legally possible, prior to disclosure;
- (h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

15.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract.

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

- (a) on a confidential basis to the Staff of the Buyer on a need-to-know basis;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
- (c) if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;



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- (d) where requested by Parliament;
 - (e) under clauses 5.6 and 16.
- 15.5 For the purposes of clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 15.
- 15.6 Information which is exempt from disclosure by clause 16 is not Confidential Information.
- 15.7 The Parties must not make any press announcement or publicise the Contract or Services or any part of it in any way, without the prior written consent of the other Party and must take all reasonable steps to ensure that its Staff do not either.
- 15.8 The Supplier may in the performance of the Services attend meetings to discuss the Buyer's affairs with the Buyer's other advisers and may do so openly, free from any obligation to the Buyer of confidentiality.
- 15.9 When offering services to others the Supplier may disclose to them that it has acted for the Buyer.
- 15.10 Nothing in this Contract will prevent or restrict the Supplier from providing services to other clients (including services which are the same or similar to the Services) or using or sharing for any purpose any knowledge, experience and skills used in, gained or arising from performing the Services subject to the obligations of confidentiality set out in this Contract even if those other clients' interests are in competition with the Buyer's own. Equally, the Buyer agrees that to the extent that the Supplier possesses information obtained under an obligation of confidentiality to another client or other third party, the Supplier is not obliged to disclose it to the Buyer or make use of it for the Buyer's benefit, however relevant it may be to the Services.
- 15.11 The Buyer agrees that the Supplier may share your Confidential Information with Deloitte member firms and contractors providing administrative, infrastructure and other support services to the Supplier whether located within or outside of the United Kingdom on the understanding that they will treat the information as Confidential Information in accordance with the provisions of this Contract.
- 15.12 The Supplier shall be entitled to retain copies of the Confidential Information, including electronic back-ups and any analyses and supporting documentation prepared by the Supplier, which are necessary to meet legal, regulatory, professional or information security requirements, subject to the confidentiality obligations set forth in this Contract.
- 16. When you can share information**
- 16.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.



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- 16.2 Within the required timescales the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
- (a) comply with any Freedom of Information Act (FOIA) request;
 - (b) comply with any Environmental Information Regulations (EIR) request.
- 16.3 The Buyer may talk to the Supplier to help it decide whether to publish information under clause 16 and the applicability of the exemptions relating to this information. However, the extent, content and format of the disclosure is the Buyer's decision, which does need to be reasonable.

17. Invalid parts of the contract

If any part of the Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.

18. No other terms apply

The provisions incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

19. Other people's rights in a contract

No person who is not a party to this Contract shall have any rights under the Contracts (Rights of Third Parties) Act (CRTPA) to enforce any term(s) of the Contract.

20. Circumstances beyond your control

- 20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:
- (a) provides written notice to the other Party;
 - (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 20.2 Either party can partially or fully terminate the Contract if the provision of the Services is materially affected by a Force Majeure Event which lasts for 90 days continuously.
- 20.3 Where a Party terminates under clause 20.2:
- (a) each party must cover its own losses, save for the Buyer's responsibility to pay the Supplier's Charges;
 - (b) Not used.

21. Relationships created by the contract

The Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly.



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22. Giving up contract rights

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

23. Transferring responsibilities

23.1 The Parties cannot assign the Contract without the other Party's prior written consent.

23.2 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer and will provide the Supplier with prior written notice.

23.3 When the Buyer uses its rights under clause 23.2 the Supplier must enter into a novation agreement in the form agreed between the Parties.

23.4 The Supplier can terminate the Contract novated under clause 23.2 to a private sector body that is experiencing an Insolvency Event.

23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

23.6 If the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

- (a) their name;
- (b) the scope of their appointment;
- (c) the duration of their appointment.

24. Changing the contract

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

25. How to communicate about the Contract

25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.

25.2 Notices to the Buyer or Supplier must be sent to their address in the Order Form.

25.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Preventing fraud, bribery and corruption

26.1 The Supplier shall not:

- (a) commit any criminal offence referred to in the Regulations 57(1) and 57(2);



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- (b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Buyer or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.

26.2 The Supplier shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with good industry practice, to prevent any matters referred to in clause 26.1 and any fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify the Buyer as soon as reasonably possible if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.

26.3 Not used.

27. Equality, diversity and human rights

- 27.1 The Supplier must follow all applicable equality law when they perform their obligations under the Contract, including:
- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise;
 - (b) any other requirements and instructions which the Buyer reasonably imposes related to equality Law.
- 27.2 The Supplier must take all necessary steps to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.

28. Health and safety

- 28.1 The Supplier must perform its obligations meeting the requirements of:
- (a) all applicable law regarding health and safety;
 - (b) the Buyer's current health and safety policy while at the Buyer's premises, as provided to the Supplier in advance and in writing.
- 28.2 The Supplier and the Buyer must as soon as reasonably possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer premises that relate to the performance of the Contract.

29. Environment

Not used.

30. Tax

- 30.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.



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- 30.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Contract, the Supplier must both:
- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions;
 - (b) Not used.

30.3 Not used.

31. Conflict of interest

- 31.1 It is the Supplier's practice, in appropriate circumstances, to check for conflicts of interest before taking on engagements. The Supplier and its member firms provide many different professional services to clients and the Supplier cannot be certain that it will identify promptly all situations where there may be a conflict with the Buyer's interests. The Buyer will promptly notify the Supplier of any potential conflict affecting this Contract of which it is, or becomes, aware.
- 31.2 The Supplier must promptly notify and provide details to the Buyer if a conflict of interest happens or is expected to happen.
- 31.3 The Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential conflict of interest.
- 31.4 Should any action taken by the Buyer that creates a situation which amounts to a professional conflict of interest under the rules of the professional and/or regulatory bodies regulating the activities of the Supplier and its member firms, the Supplier may terminate this Contract without penalty on written notice. The Supplier will inform the Buyer as soon as reasonably practicable of any situation that occurs that it becomes aware of that may create a professional conflict which could result in termination in accordance with this clause.

32. Reporting a breach of the contract

- 32.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of law, clause 13.1, or clauses 26 to 31.
- 32.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 32.1.

33. Resolving disputes

- 33.1 If there is a dispute between the Parties, their senior representatives who have Buyer to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute.
- 33.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a



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mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 33.3 to 33.5.

- 33.3 The Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- (a) determine the dispute;
 - (b) grant interim remedies;
 - (c) grant any other provisional or protective relief.
- 33.4 Not used.
- 33.5 Not used.
- 33.6 The Supplier cannot suspend the performance of the Contract during any dispute.

34. Which law applies

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