



Department  
for Environment  
Food & Rural Affairs

# Conditions of Contract

Analysis of responses to the public  
consultation seeking views on possible  
changes to the Government Buying  
Standards for Food and Catering Services

**September 2022**

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Your ref:  
Our ref: project\_36700  
Date: 08/09/2022

Dear 

**Supply of services for the analysis of responses to the public consultation seeking views on possible changes to the Government Buying Standards for Food and Catering Services- ITT\_10381**

Following your tender/ proposal for the supply of services for the analysis of responses to the public consultation seeking views on possible changes to the Government Buying Standards for Food and Catering Services to Defra, 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 you and Defra 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 approving the Master Contract Document (MCD) on Bravo, which will create a binding contract between us. 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 the Order Form to be countersigned so that you have a signed copy of the Order Form for your records.

Yours faithfully,



Commercial Officer  
Defra Group Commercial

***Execution of this award notification letter is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000.***

## Order Form

1. Contract Reference	<div></div>
2. Date	<div></div>
3. Authority	<div><div></div><div></div><div></div><div></div></div>
4. Supplier	<div><div></div><div></div><div></div><div></div><div></div></div>
4a. Supplier Account Details	<div></div>
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 ("<b>Conditions</b>") and any <b>Annexes</b>.</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 inconsistency between the provisions of the Order Form, the Conditions and the Annexes, the inconsistency shall be resolved by giving precedence in the following order:</p> <ol style="list-style-type: none"><li>1. Order Form, Annex 2 (<i>Specification</i>) and Annex 3 (<i>Charges</i>) with equal priority.</li><li>2. Conditions and Annex 1 (<i>Authorised Processing Template</i>) with equal priority.</li><li>3. Annexes 4 (<i>Tender Submission</i>) and 5 (<i>Sustainability</i>).</li></ol> <p>In the event of any inconsistency between the provisions of Annexes 4 and 5, Annex 5 shall take precedence over Annex 4.</p>

	Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Authority and may delay conclusion of the Contract.	
6. Deliverables	Goods	None.
	Services	To be performed at <i>the Supplier's premises</i> .
7. Specification	The specification of the Deliverables is as set out in Annex 2.	
8. Term	The Term shall commence on [REDACTED] (the <b>Start Date</b> ) and the Expiry Date shall be [REDACTED]	
9. Charges	The Charges for the Deliverables shall be as set out in Annex 3.	
10. Payment	<p>The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to: Defra: [REDACTED]</p> <p>[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]</p> <p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant with Annex 3 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 the Authority's Authorised Representative(s).</p>	
11. Authority Authorised Representative(s)	<p>For general liaison your contact will continue to be [REDACTED]</p> <p>or, in their absence,</p> <p>[REDACTED]</p>	

12. Address for notices	<p><b>Authority:</b> Defra Deanery Road Bristol BS1 5AH</p> <p><b>Supplier:</b> [REDACTED] Alma Economics Limited 43 Tanner Street SE1 3PL, London, UK</p>
13. Key Personnel	<p><b>Authority:</b> [REDACTED]</p> <p><b>Supplier:</b> [REDACTED]</p>
14. Procedures and Policies	<p>For the avoidance of doubt, if other policies of the Authority are referenced in the Conditions and Annexes, those policies will also apply to the Contract on the basis described therein.</p> <p>The Authority may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (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.</p>
15. Limitation of Liabilities	<p><a href="#">Refer to Liabilities and Insurance Guidance</a></p>

<b>16. Insurance</b>	<p>The Supplier shall hold the following insurance cover from the [redacted] for the duration of the Contract in accordance with this Order Form</p> <ul style="list-style-type: none"> <li>- Professional Indemnity insurance with cover (for a single event or multiple with an aggregate) of not less than £5 million.</li> <li>- Public Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £5 million.</li> <li>- Employers Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £5 million.</li> <li>- Cyber insurance with cover (for a single event or multiple with an aggregate) of not less than £2 million.</li> </ul>	
	Signed for and on behalf of the <b>Supplier</b>	Signed for and on behalf of the <b>Authority</b>
	Name: [redacted] Director	Name: [redacted] Procurement
	Date: [redacted]	Date: [redacted]
	Signature:	Signature:



## Annex 1 – Authorised Processing Template

Contract:	Supply of services for the analysis of responses to the public consultation seeking views on possible changes to the Government Buying Standards for Food and Catering Services- ITT_10381
Date:	■
Description Of Authorised Processing	<ol style="list-style-type: none"> <li><b>1. Identify and quantify the frequency of main themes and insights in responses</b> to each question within the consultation questionnaire and within email responses. The aim of this consultation is to receive clear feedback and preferences for the specific changes being put forward.</li> <li><b>2. Identify the views expressed by different types of respondents.</b> The analysis will cover both individual and organisational (businesses, local authorities, NGOs, and representative organisations etc.) responses. Analysis should allow the Authority to understand and compare responses between each group. Analysis should pay particular attention to stakeholders with detailed knowledge and experience of each area. It should also identify whether there are differences in the views of key stakeholders in the devolved administrations to the consultation. Further context about key stakeholders will be provided to the successful Tenderer.</li> <li><b>3. Summarise the responses in a report.</b> This report must be prepared, in line with accessibility requirements, for publication by the Authority within 12 weeks of the consultation closing.</li> </ol>
Subject matter of the processing	Respondents have provided information on the extent of their agreement or disagreement with a variety of proposed policy changes in relation to public sector food and catering.
Duration of the processing	■

Nature and purposes of the processing	Analysis of free text question responses, and closed question responses is required in order to produce a final report summarising the responses to the Consultation. The report will be used to advise Ministers of related policy decision-making.
Type of Personal Data	No personal data will be shared with the Contractor.
Categories of Data Subject	No personal data will be shared with the Contractor.

## **Annex 2 – Specification**



Department  
for Environment  
Food & Rural Affairs

### **Request for Quotation**

Analysis of responses to the public consultation seeking views on possible changes to the Government Buying Standards for Food and Catering Services

**June 2022**

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## Request for Quotation

### **Analysis of responses to the public consultation seeking views on possible changes to the Government Buying Standards for Food and Catering Services**

Services required to analyse the responses coming into Defra from the public consultation on changes to public sector food and catering policy.

You are invited by Defra group Commercial on behalf of Defra, to submit a quotation for the requirement described in the specification below.

Please submit your quotation via the Bravo system on or before the deadline given below.

Action	Date	
Publish advertisement for the procurement	27 <sup>th</sup> June 2022	
Deadline for clarification questions	22 <sup>nd</sup> July at 1pm	
Deadline for receipt of Quotation	01 <sup>st</sup> August 2022	
Evaluation of Quotations	Starts	03 <sup>rd</sup> August 2022
	Ends	09 <sup>th</sup> August 2022
Standstill Period	Starts	19 <sup>th</sup> August 2022

	Ends	01 <sup>st</sup> September 2022
Contract Award Notice	02 <sup>nd</sup> September 2022	
Intended date of Contract Award	02 <sup>nd</sup> September 2022	
Intended Contract Start Date	08 <sup>th</sup> September 2022	
Contract End Date	8 <sup>th</sup> January 2023	
Contract Duration	~5 Months	

Section	Contents	Action
<b>1</b>	Tender Particulars	For Information
<b>2</b>	Evaluation	For Information
<b>3</b>	Specification of Requirements	For Information

## Tender Particulars

### Glossary

Unless the context otherwise requires the following words and expressions used within this Request for Quotation shall have the following meanings (to be interpreted in the singular or plural as the context requires).

Words/Expression	Meaning
“Authority”	Means the Department for Environment, Food and Rural Affairs acting as part of the Crown.
“Bravo”	Means the e-tendering system used by the Authority for conducting this procurement which can be found at <a href="http://defra.bravosolution.co.uk">http://defra.bravosolution.co.uk</a> .
“Contract”	Means the contract to be entered into by

	the Authority and the successful supplier
“RFQ”	Means this Request for Quotation and all related documents published by the Authority and made available to suppliers

## Conditions applying to the RFQ

You should examine your quotation response to the RFQ and related documents ensuring it is complete prior to submitting your completed quotation.

Your quotation must contain sufficient information to enable the Authority to evaluate it fairly and effectively. You should ensure that you have prepared your quotation fully and accurately and that prices quoted are arithmetically correct for the units stated.

## Acceptance of Quotations

By issuing this RFQ the Authority does not bind itself to accept any quotation and reserves the right not to award a contract to any supplier who submits a quotation.

## Costs

The Authority will not reimburse you for any costs and expenses which you incur preparing and submitting your quotation, even if the Authority amends or terminates the procurement process.

## Mandatory Requirements

The RFQ includes mandatory requirements and, if you do not comply with them, your quotation will not be evaluated. All mandatory requirements are set out in Bravo.

## Clarifications

The Authority reserves the right to discuss, confidentially, any aspect of your quotation with you prior to any award of Contract to clarify matters.

## Amendments

The Authority may amend the RFQ at any time prior to the deadline for receipt. If it amends the RFQ the Authority will notify you in writing and may extend the deadline

for receipt in order to give you a reasonable time in which to take the amendment into account.

## Conditions of Contract

The Authority will not accept any material changes to these terms and conditions proposed by a supplier.

The terms and conditions attached in Bravo, **Appendix B – Conditions of Contract Short Form (Services)** will be included in any contract awarded as a result of this RFQ process. The Authority will not accept any material changes to these terms and conditions proposed by a supplier.

# Specification of Requirements

## Analysis of Responses

The Authority is the UK Government Department responsible for the environment, food and rural affairs. The Authority's priorities are to secure a healthy natural environment; a sustainable, low-carbon economy; a thriving farming sector and a sustainable, healthy and secure food supply. Further information on the Authority can be found at: [Defra](#).

### Summary of Requirement

The Authority launched a public consultation entitled 'Seeking views on possible changes to public sector food and catering policy' on the **13<sup>th</sup> June 2022**. This consultation will run for 12 weeks and close on **4<sup>th</sup> September 2022**. The consultation can be found here - [Public sector food and catering policy - GOV.UK \(www.gov.uk\)](https://www.gov.uk/public-sector-food-and-catering-policy)

The Authority is commissioning analysis of the responses to the consultation. The response rate is expected to be 1,000 -1,300 responses, but it could be more or less.

The Authority requires research expertise to read and code all free text responses, analyse closed questions and coded free text responses, and write a summary of responses document<sup>1</sup>, a two-page evidence note and a summary slide pack within 12 weeks of the consultation closing.

### Background to the Requirement

The consultation is led by the Defra Public Food Procurement Policy Team. The purpose of this contract is to review, analyse, and summarise responses to the consultation to support our future policy making in these areas. The consultation is structured around the draft of a revised Government Buying Standards for Food (GBSF).

Public food procurement is an important lever to promote a healthy, sustainable food system, to support economic growth and deliver a broad range of social, environmental and health benefits. The GBSF was originally introduced in 2011 as a

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<sup>1</sup>Example document -

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/1021309/genetic-technologies-regulation-summary-of-responses.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1021309/genetic-technologies-regulation-summary-of-responses.pdf)



means of demonstrating leadership and providing clarity around what constitutes sustainable, healthier food and catering procurement.

The GBSF sets a range of mandatory standards for public sector organisations to comply with when procuring food and catering services, and best practice standards for them to aim for. They include requiring suppliers to meet UK production standards or equivalent, as well as those relating to nutrition, animal welfare and sustainability, and food waste management.

The policy objectives of the new public sector food and catering policy are to promote healthier, more sustainable food and catering services, and supporting small and medium sized suppliers. This is in line with current government and stakeholder priorities. These include government sustainability objectives, and manifesto commitments to increase British produce and small and medium-sized enterprises (SMEs) supplying the public sector.

The consultation seeks views on proposed changes to the structure and content of the GBSF which are intended to reduce administrative burdens on businesses and the public sector by providing further clarity and ease of measurement. Proposals for changes to specific standards are intended to bring them into alignment with Government policy, current scientific evidence of industry practice.

The proposals will:

- Promote healthier diets for consumers in the public sector
- Reduce the environmental impact of catering in the public sector
- Improve the welfare of animals destined for the public sector food supply chain
- Promote sourcing from small and medium sized businesses
- Promote greater uptake of seasonal produce/products

## **Receipt of responses**

Responses to the consultation will be received via three routes:

1. The Citizen Space online survey platform
2. Emails sent to a Defra email inbox
3. Postal responses

Whilst we expect most responses to come through Citizen Space, some respondents may find it easier to respond via email or post. Respondents will be encouraged to use the government online survey platform, Citizen Space, when responding.

The online survey consultation consists of 45 primary questions (some questions have multiple sections). Of these 45, there are 42 closed questions, of which 20 contain free text response options for respondents to provide further information. In addition, there are 4 full free text open response questions. Please see the consultation page for the full survey questionnaire PDF - [Seeking views on possible changes to public sector food and catering policy. - Defra - Citizen Space](#)

Defra will export the responses from the Citizen Space online survey platform. These will be provided to the contractor in an Excel spreadsheet format in batches. Defra will aim to send the first set of data before the consultation closes to allow early

qualitative analysis to begin (subject to date of contract award). The email responses to the consultation will also be collated and sent to the successful Tenderer as they are received. We expect the majority of responses to be received in the final two weeks of the consultation window.

The successful Tenderer will need to have capacity to analyse the responses submitted via Citizen Space and those submitted via email, which are likely to contain more free text and may not necessarily follow the same format as the Citizen Space questionnaire. However, we will be directing people to Citizen Space on the consultation webpage to reduce the number of email responses and free text answers where possible.

### **Campaign responses**

Campaigns are when organisations (or individuals) coordinate responses across their membership or support base, often by suggesting a set of wording for respondents to use. Campaign responses are usually very similar or identical to each other in content and structure, and likely to be submitted via email. It is likely that some organisations may encourage their membership to respond to this consultation, which will increase the number of responses. The Authority expects the contractor to be able to identify identical or near identical responses and analyse these responses separately to the rest of the responses. These responses need to be analysed and summarised in the summary of responses report.

The final number of campaign responses sent to the successful tenderer will be decided by Defra after the consultation has closed and the final response rate reviewed.

### **Estimated number of responses**

The response rate is expected to be 800 -1,000 replies<sup>2</sup> via Citizen Space and 200-300 email responses – with a central estimate of 1,150 in total. We expect 5% of all email responses to contain documentation. Please see section on Pricing below for more information on how to price this work.

The Authority will commit to broadcasting the response rate to suppliers once a week via Bravo. We expect the vast majority of responses to come in the last two weeks.

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<sup>2</sup> Based on internal analysis of response rates recently published consultations of a similar profile

## Objectives

4. **Identify and quantify the frequency of main themes and insights in responses** to each question within the consultation questionnaire and within email responses. The aim of this consultation is to receive clear feedback and preferences for the specific changes being put forward.
5. **Identify the views expressed by different types of respondents.** The analysis will cover both individual and organisational (businesses, local authorities, NGOs, and representative organisations etc.) responses. Analysis should allow the Authority to understand and compare responses between each group. Analysis should pay particular attention to stakeholders with detailed knowledge and experience of each area. It should also identify whether there are differences in the views of key stakeholders in the devolved administrations to the consultation. Further context about key stakeholders will be provided to the successful Tenderer.
6. **Summarise the responses in a report.** This report must be prepared, in line with accessibility requirements, for publication by the Authority within 12 weeks of the consultation closing.

## Outline of tasks

### Creation of analytical plan

The plan will provide a documented process for consultation response review that can be referred to throughout the contract. The plan will cover consultation analysis design, technology setup and analytical approach, quality control and quality assurance frameworks, and final report methodology and format. We expect the plan to be 5-10 pages in length. The Supplier will prepare the plan (building on their E03 document and the inception meeting), which will require approval from the Authority before proceeding.

### Analysis of free text responses

The analysis will involve a combination of reading written responses, reading evidence submitted as part of responses (for example reports and academic papers), qualitative text analysis, response coding in Microsoft Excel or other appropriate software such as NVIVO, data cleansing, and statistical analysis to provide insight from the consultation. Each respondent will be given a unique identifier for data management and identification purposes.

Use of natural language processing (NLP) is permitted however every response must be read by a human coder. NLP could be used to identify prevalence of identical or near identical campaign responses.

Defra will share the consultation responses from Citizen Space in an excel Workbook in which codes can be developed and analysis can be undertaken. Defra

will also share a basic coding frame with the successful Tenderer. Free text responses and documents received via email will be sent via secured file transfer. Both of these outputs will start to be shared with the successful Tenderer soon after contract award.

It is suggested that a stepwise approach is used:

1. Use the basic coding frame to undertake high level coding of responses. Iteratively develop codes in axial format. Iteratively expand and refine the number of codes to include themes from responses as the analysis is carried out, with input from policy professionals and government researchers. Code every text response (including free text boxes from Citizen Space and emails) appropriately. Note the number and proportion of responses in each code.
2. Read any evidence included in responses (for example reports and academic papers) and code at a high level.
3. If higher level themes become obvious, categorise codes.
4. Analyse data using a clear vocabulary to distinguish between different frequencies of respondent.
5. Consider points of consensus and disagreement between respondent types. Note any suggestions for specific policy ideas.
6. Provide quality assurance logs to demonstrate Aqua book<sup>3</sup> principles have been followed and inter and intra-coder reliability is assured.

### **Analysis of closed question responses**

7. Analyse closed question (quantitative data) using a clear vocabulary to distinguish between different themes and frequencies of respondent. Consider points of consensus and disagreement between respondent types.

### **Draft summary of responses**

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<sup>3</sup> <https://www.gov.uk/government/publications/the-aqua-book-guidance-on-producing-quality-analysis-for-government>

8. Draft summary of responses document for publication, organised by question. Include key quotes where appropriate. Include a list of responding organisations.
9. Draft a two-page document of the main conclusions on the consultation that government can use to advise ministers on next steps.

## **Accessibility requirements for GSR reports**

Contractors are expected to meet government requirements for accessible reports (guidance is available here: [www.gov.uk/guidance/guidance-and-tools-for-digital-accessibility](http://www.gov.uk/guidance/guidance-and-tools-for-digital-accessibility)).

This includes, but is not limited to, consideration of:

- font (size, style and justification)
- headings and sub-headings to structure reports
- alt-text for images, charts or graphs
- table captions and summaries in all tables
- colours that are suitable for those with colour-blindness

For every commission, contractors are expected to outline how they will meet accessibility requirements and what processes they have in place to assure this. The exact outputs should be discussed with the commissioning team, but accessibility should be considered in all outputs (e.g. Word, PowerPoint, CSV data files or PDF documents). Defra will provide a Word template for the Summary of Responses document.

## **Deliverables**

Tenderers should propose a clear timetable and programme of work, detailing all proposed project outputs and demonstrating how these outputs will meet the project objectives within the envisaged timeframe. Report writing must be included in this timetable. The programme of work should include:

- A Gantt chart (or similar) illustrating your programme of work. This should include all key tasks, deliverables, and occasions where meetings with Defra are envisaged. The Contractor project manager will have a 30-minute phone call with Defra's project manager each week to discuss progress and risks to the work. This should be accounted for in the final costs.
- A more detailed table that identifies the number of person days allocated to each key task (day rates should be exclusive of key tasks to be undertaken. Roles, not names against the day rates should be associated with the number of persons associated with key tasks). The cost is to be submitted in the Commercial Workbook and not within the Technical Workbook. Please note that no prices must be included within this section. A table of suggested tasks

is given below, but Defra welcome Tenderer's suggestions providing that they also meet the project aim and objectives.

Outputs required from the successful Tenderer include:

- Initial project initiation meeting
- Finalisation meeting to agree final response count and final price for contract
- Analytical plan containing methodological approach to coding and analysing, technological set-up and final report structure
- Final coding frame
- Excel Workbook containing free text responses and coding
- Excel sheets containing the quantitative analysis and data visualisations
- Quality assurance logs
- Summary of responses document (draft and final) in Defra format
- Two-page document of the main conclusions on the consultation that government can use to advise ministers on next steps.
- Summary slide pack (5-10 slides) detailing key findings

All deliverables are expected to be shared with the project officer by email in password protected files. Below are detailed the key deliverables and milestones within the project.

## Pricing

The table below breaks down the overall number of responses received into bands, for costing purposes. **Band 1** represents a lower response rate of between 0 and 250 responses overall, **Band 2** a response rate of between 251 and 500 responses overall, **Band 3** a response rate of between 501 and 750 responses overall, and so forth.

Since responses to the consultation can be submitted on Citizen Space (a platform that allows Government to launch consultations) or via email, the table also provides an estimate of the likely split between Citizen Space and emailed responses within each band. This estimate is provided in good faith, based on experience of previous consultation responses, in order to assist tendering organisations by providing an estimate for the costs of the work. However, should the balance between email and Citizen Space responses differ from what was anticipated, payment will nevertheless be made in line with the quoted price for the Band relevant to the overall number of responses received.

We ask that you provide quotations in the following format:

1. Please provide quotations for ranges of responses (Bands) as shown in the Pricing Schedule attached to the ITT on Bravo. This will be the core work to be delivered under this contract.

Additionally, since we are uncertain of the number of responses we will receive and the balance between email and Citizen Space responses, we ask that you:

2. Please provide quotations for additional responses (batches) outside of the Bands proposed, in the event that we receive more than 1300 responses:
  - a. For each additional 50 responses received via the Citizen Space platform;
  - b. For each additional 20 responses received via email; and
  - c. For each 5% increase in the number of responses containing documentation.
3. For the avoidance of doubt, please note that the Batches rate will be used in the event that the number of responses received across the consultation exceeds our central estimate of 1,001-1,300 responses.

Cost band	Response type	Estimated response rate*	Overall response range
<b>Band 1</b>	Citizen Space	0- 200	0-250
	Email	0-50	
<b>Band 2</b>	Citizen Space	201-400	251-500
	Email	51-100	
<b>Band 3</b>	Citizen Space	401-600	501-750

	Email	101-150	
<b>Band 4</b>	Citizen Space	601-800	751 - 1,000
	Email	151-200	
<b>Band 5 (central estimate)</b>	Citizen Space	801-1,000	1,001-1,300
	Email	201-300	

\* The breakdown of the likely number of Citizen Space and e-mail responses within each band is provided in good faith to assist tendering organisations.

## Milestone Payments

**Financial Arrangement:** The Contractor will be paid by invoice following satisfactory completion of the project milestones.

Description	Milestone/ deliverable	Responsible Party	Project week
Inception Meeting. Two-hour meeting to cover introductions, consultation responses and methodology.	Deliverable 1	Defra/ Contractor	1
Completed analytical plan. This will be subject to quality assurance sign-off from Defra.	<b>Payment milestone 1</b>	Contractor	2
Meeting to finalise the total number of responses to the consultation and agree final price for the work.	Deliverable 2	Defra / Contractor	2-4
Completed coding of free text responses (including emails) and delivery of coded material. This will be subject to quality assurance sign-off from Defra.	Deliverable 3	Contractor	5
High level quantitative analysis of closed question responses to the consultation and delivery of the outputs. This will be subject to quality assurance sign-off from Defra.	Deliverable 4	Contractor	6
Completed analysis of free text responses and delivery of the analysis. This will be subject to quality assurance sign-off from Defra.	<b>Payment milestone 2</b>	Contractor	7
Draft summary of responses document. This will be subject to quality assurance sign-off from Defra.	Deliverable 5	Contractor	8
Final copy of summary of responses document for the consultation (This will be subject to quality assurance sign-off from Defra).	Deliverable 6	Contractor	10



Two-page document(s) of the main conclusions on the consultation to advise ministers on next steps.	<b>Payment milestone 3</b>	Contractor	12
Summary PowerPoint presentation detailing the key findings and main conclusions from the consultation.		Contractor	12
All supporting spreadsheets or tables containing coded responses and transparent formulae for statistics quoted. Spreadsheets containing editable versions of graphs used in the summary and transparent formulae for any statistics quoted should be provided.		Contractor	12

## Evaluation

Tenders will be evaluated on quality and price using the evaluation criteria set out in Bravo to determine which Tender is the most economically advantageous. The Authority will award the Contract to the Tenderer which submits the most economically advantageous tender which will be the highest scoring Tender after the weightings are applied.

Each question will be scored separately, and no reference will be made between the questions.

To ensure that the relative importance of both sets of criteria is correctly reflected in the overall score, a weighting system will be applied to the evaluation:

- The total quality scores awarded will form 60% of the final score;
- The score awarded for price will form 40% of the final score.

Each scoring question in the quality evaluation is given a weighting to indicate the relative importance of that question in the overall quality score. Weightings for quality scores are provided with the evaluation criteria and are detailed on Bravo for each question in the response form. The evaluation criteria for price are set out in the Pricing Schedule.

Evaluation of Tenders will be undertaken by a panel appointed by the Authority. Each panel member will first undertake an independent evaluation of the Tenders applying the relevant evaluation criteria for each question. Then, a moderation meeting will be held at which the evaluation panel will reach a consensus on the marking of each question.

Questions E01 – E03 will be assessed using the following criteria:

Score	Justification
For a score of hundred (100):	Excellent - Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full.
For a score of seventy (70):	Good - Response is relevant and good. The response demonstrates a good understanding and provides details on how the requirements will be fulfilled.
For a score of fifty (50):	Acceptable - Response is relevant and acceptable. The response provides sufficient evidence to fulfil basic requirements.
For a score of twenty (20):	Poor - Response is partially relevant and/or poor. The response addresses some elements of the requirements but contains insufficient / limited detail or explanation to demonstrate how the requirement will be fulfilled.
For a score of zero (0):	Unacceptable - Nil or inadequate response. Fails to demonstrate an ability to meet the requirement.

If a score of twenty or below is awarded to a Tenderer's response to any questions (E01 to E04), the Authority may choose to reject the Tender. This decision will be informed by considering all the Tenderer's responses in the proposed solution's ability to deliver the Authority's requirements.

For avoidance of doubt please note: no half marks or a score other than those whole numbers above will be awarded to responses.

## Evaluation Criteria

### Technical Evaluation Questions (60%)

#### E01 – Organisational Experience, Capability and Resources (15%)

Please describe your organisation's capability in delivering projects that are relevant or comparable to this specification. Please include a list of up to 5 references to relevant publications and or projects that your organisation has managed within the last 5 years. Please describe any resources that you think are relevant to delivery of the project such as data handling.

Please upload a document with the filename: "E01\_Your Organisation Name". Your response must not exceed a maximum of 2 sides of A4, font size 10.

Evaluation Criteria: Your response should demonstrate:

- recent experience and capability of effectively delivering comparable projects.
- use of validated methods for analysis of consultation responses.
- the relevant resources to deliver the project including the ability to scale up if the response rate is higher than anticipated.
- relevant experience in managing sensitive data in line with the Data protection Act 2018.

## **E02 – Proposed Project Team (20%)**

Please provide details of the proposed project team and team structure that you intend to use to deliver this project. Please identify the individual(s) who would have overall management responsibility for the research, and/or identify the Project Director, and nominate a representative for day-to-day contact with the Authority's Project Officer.

If relevant, CV's may be submitted to support your response (max 1 A4 side per CV). In your response, please include a table showing the staff days expected to be spent on the project per task, including both specialists and assistants.

Please upload a document with the filename: "E02\_Your Organisation Name". Your response must not exceed a maximum of 2 sides of A4 (excluding Annexed CVs), font size 10. Use of team organograms etc. is encouraged for clarity and brevity. It is very important to demonstrate leads and roles of all staff involved.

A separate document must be uploaded for CVs. Please upload a document with the filename: "E02\_Your Organisation Name – CVs".

Evaluation Criteria: Your response should demonstrate that:

- the proposed team have relevant experience and capability to successfully deliver this specification.
- the size and structure of the proposed project team is enough to ensure that adequate resources have been allocated for all of the required roles and responsibilities. This includes ability to allocate additional staffing resource if response rate (and associated contract value) is higher than anticipated.
- If there are proposals for consortium/sub-contracting arrangements, they are comprehensive and reasonable and there are measures in place to effectively manage these arrangements throughout the contract.
- the experience of the staff proposed is appropriate to the roles allocated.
- staff retention plans are in place to minimise turnover of key staff members

### **E03 - Approach and Methodology (55%)**

Please describe your approach and methodology for delivering the requirements as detailed in this specification. Please address the objectives given above in a clear fashion. Outline the approaches to be used to achieve the objectives and set out the work plan for the life of the project stating clearly how you intend to proceed (please include a Gantt chart).

Please upload a document with the filename: "E03\_Your Organisation Name". Your response must not exceed a maximum of 3 sides of A4, font size 10.

Evaluation Criteria: Your response should demonstrate:

- a clear approach to deliver each of the objectives
- the methodology to be used for each analytical task and how this will be carried out, including any related risks and limitations.
- knowledge of relevant research approaches that could be used and suggest appropriate methodologies and analytical techniques that will deliver the full scope of the requirements in the specification.
- details of the strategies, policies or systems you will use to ensure the delivery of the project meets quality requirements, including work delivered by sub-contractors or through consortium arrangements
- how you would ensure intra and inter-coder reliability for qualitative coding tasks
- how you would ensure quality was assured throughout the project including details of quality assurance tools and processes
- details on how your research outputs will meet the accessibility requirements set out by the Authority<sup>4</sup> and what process you have in place to assure this;
- how results will be presented to the Project Steering Group
- details of your approach to data security and GDPR.

### **E04 - Project Management (10%)**

Please detail the adequacy of the proposed project management arrangements including day to day working for the project, the proposed timetable for the project, risk log and mitigation actions and Gantt chart. Your response must be a maximum of 2 side(s) of A4, font size 12 *and* 1 side A3, font size 10 for the Gantt chart. Links to other documents will not be considered as part of your response e.g. links to published documents online. Please upload a document with the filename: 'E05 Your Company Name'.

Evaluation Criteria: Your response should demonstrate:

- your organisational approach to project management and how this is implemented.

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<sup>4</sup> [Publishing accessible documents - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/publishing-accessible-documents)

- how you plan to keep the Authority informed of progress made and any difficulties encountered.
- how you would respond to the Authority if any complaints or concerns about quality were raised
- how you plan to complete the milestones and deliverables within the allotted 12-week project period
- how you plan deal with each of the risks associated with the methodological approach, including risk rating and proposed mitigation measures.
- a Gantt chart presenting timelines and inter-dependencies between work streams, particularly sequencing of work.

## Price Evaluation Questions (40%)

Please complete the Pricing Schedule attached to this ITT on Bravo, providing prices excluding VAT. Please detail any risks and assumptions made and what has been included in the prices and list any additional expected expenses separately. Indicate if VAT will apply to your services and at what rate. The Authority welcomes applications from individual organisations or from consortia.

Prices submitted should not include any pricing assumptions and should detail exactly what has been included in the price submitted. Any assumptions should be clarified during the clarification period.

## Calculation Method

For both elements, providing the bidder has met any mandatory criteria and minimum quality thresholds, the total weighted scores are calculated as follows (Please See Next Page):

### Technical (WT)

$$\left[ \frac{\text{Bidder's Total Technical Score}}{\text{Highest Technical Score}} \times 100 = X \right] \quad \text{then} \quad \left[ \frac{X}{100} \times [\text{Weighting}] \right]$$
  

$$\left[ \frac{\text{Lowest Commercial Score}}{\text{Bidder's Total Commercial Score}} \times 100 = X \right] \quad \text{then} \quad \left[ \frac{X}{100} \times [\text{Weighting}] \right]$$

calculated by adding the weighted Technical and Commercial Scores: **WT+ WC**.

## Quotation Submission

Details of the Qualification, Technical and Commercial requirements can be located through the Bravo e-tendering portal (<http://defra.bravosolution.co.uk>).

## Disclosure

All Central Government Departments, their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. They report to the Cabinet Office and HM Treasury for all expenditure. Further the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement, including ensuring value for money and related aspects of good procurement practice. For these purposes, the Authority may disclose within Government any details contained in your quotation. The information will not be disclosed outside Government during the procurement.

In addition, the Authority is subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, which provide a public right of access to information held by public bodies. In accordance with these two statutes, the Authority may be required to disclose information contained in your quotation to any person who submits a request for information pursuant to those statutes.

You should also note that the Authority will publish the RFQ and the Contract on the Contracts Finder Website.

By submitting a quotation, you consent to these terms as part of the procurement.

## Disclaimers

Whilst the information in this RFQ and any supporting information referred to herein or provided to you by the Authority have been prepared in good faith the Authority does not warrant that this information is comprehensive or that it has been independently verified.

The Authority does not:

- make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the RFQ;
- accept any liability for the information contained in the RFQ or for the fairness, accuracy or completeness of that information; or
- accept any liability for any loss or damage (other than in respect of fraudulent misrepresentation or any other liability which cannot lawfully be excluded) arising as a result of reliance on such information or any subsequent communication.

Any supplier considering entering into contractual relationships with the Authority following receipt of the RFQ should make its own investigations and independent assessment of the Authority and its requirements for the goods and/or services and should seek its own professional financial and legal advice.

# APPENDICES

Please see the following Appendices on Bravo, attached to the ITT:

Appendix A: Form of Tender

Appendix B: Conditions of Contract – Short Form (Services)

Appendix C: Pricing Schedule Template

## Annex 3 – Charges

Defined terms within this Annex:

**E-Invoicing:** Means invoices created on or submitted to the Authority via the electronic marketplace service.

**Electronic Invoice:** Means an invoice (generally in PDF file format) issued by the Supplier and received by the Authority using electronic means, generally email

### 1. How Charges are calculated

#### 1.1 The Charges:

1.1.1 shall be calculated in accordance with the terms of this Annex 3; and

1.1.2 cannot be increased except as specifically permitted by this Annex.

1.2 Any variation to the Charges payable under the Contract must be agreed between the Supplier and the Authority and implemented using the procedure set out in this Annex.

### 2. Rates and Prices

3.



### 4. Currency

All Supplier invoices shall be expressed in sterling, or such other currency as shall be permitted by the Authority in writing.

### 5. Variations

The Authority may make reasonable changes to its invoicing requirements during the Term after providing 30 calendar days written notice to the Supplier.

### 6. Electronic Invoicing



- 6.1 The Authority shall accept for processing any electronic invoice that it is valid, undisputed and complies with the requirements of the Authority's e-invoicing system:
- 6.2 The Supplier shall ensure that each invoice is submitted in a PDF format and contains the following information:
- 6.2.1 the date of the invoice;
  - 6.2.2 a unique invoice number;
  - 6.2.3 the period to which the relevant Charge(s) relate;
  - 6.2.4 the correct reference for the Contract
  - 6.2.5 a valid Purchase Order Number;
  - 6.2.6 the dates between which the Deliverables subject of each of the Charges detailed on the invoice were performed;
  - 6.2.7 a description of the Deliverables;
  - 6.2.8 the pricing mechanism used to calculate the Charges (such as fixed price, time and materials);
  - 6.2.9 any payments due in respect of achievement of a milestone, including confirmation that milestone has been achieved by the Authority's Authorised Representative
  - 6.2.10 the total Charges gross and net of any applicable deductions and, separately, the amount of any reimbursable expenses properly chargeable to the Authority under the terms of this Contract, and, separately, any VAT or other sales tax payable in respect of each of the same, charged at the prevailing rate;
  - 6.2.11 a contact name and telephone number of a responsible person in the Supplier's finance department and/or contract manager in the event of administrative queries; and
  - 6.2.12 the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number);
- 6.3 The Supplier shall submit all invoices and any requested supporting documentation through the Authority's e-invoicing system or if that is not possible to [REDACTED] with a copy (again including any supporting documentation) to such other person and at such place as the Authority may notify to the Supplier from time to time.
- 6.4 Invoices submitted electronically will not be processed if:
- 6.4.1 The electronic submission exceeds 4mb in size

- 6.4.2 Is not submitted in a PDF formatted document
- 6.4.3 Multiple invoices are submitted in one PDF formatted document
- 6.4.4 The formatted PDF is "Password Protected"

## Annex 4 – Tender Submission



## Annex 5 – Sustainability

### 1 Sustainability

- 1.1 The Supplier must comply with the Authority's Sustainability Requirements set out in this Contract. The Supplier must ensure that all Supplier Staff and subcontractors who are involved in the performance of the Contract are aware of these requirements in accordance with clauses 8.1(c) and 13.2.
- 1.2 The Authority requires its suppliers and subcontractors to meet the standards set out in the Supplier Code of Conduct in accordance with clause 13.1(c).
- 1.3 The Supplier must comply with all legislation as per clause 13.1.

### 2 Human Rights

- 2.1 The Authority is committed to ensuring that workers employed within its supply chains are treated fairly, humanely, and equitably. The Authority requires the Supplier to share this commitment and to take reasonable and use reasonable and proportionate endeavours to identify any areas of risk associated with this Contract to ensure that it is meeting the International Labour Organisation International Labour Standards which can be found online - [Conventions and Recommendations \(ilo.org\)](https://www.ilo.org/) and at a minimum comply with the Core Labour Standards, encompassing the right to freedom of association and collective bargaining, prohibition of forced labour, prohibition of discrimination and prohibition of child labour.
- 2.2 The Supplier must ensure that it and its sub-contractors and its [or their] supply chain:

#### 2.2.1 pay staff fair wages and

#### 2.2.2 implement fair shift arrangements, providing sufficient gaps between shifts, adequate rest breaks and reasonable shift length, and other best practices for staff welfare and performance.

### 3 Equality, Diversity and Inclusion (EDI)

- 3.1 The Supplier will support the Authority to achieve its [Public Sector Equality Duty](#) by complying with the Authority's policies (as amended from time to time) on EDI. This includes ensuring that the Supplier, Supplier Staff, and its subcontractors in the delivery of its obligations under this Contract:
  - 3.1.1 do not unlawfully discriminate either directly or indirectly because of race, colour, ethnic or national origin, disability, sex, sexual orientation, gender reassignment, religion or belief, pregnancy and maternity, marriage and civil partnership or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010;

- 3.1.2 will not discriminate because of socio-economic background, working pattern or having parental or other caring responsibilities;**
- 3.1.3 eliminates discrimination, harassment, victimisation, and any other conduct that is prohibited by or under the Equality Act 2010;**
- 3.1.4 advances equality of opportunity between people who share a protected characteristic and those who do not;**
- 3.1.5 foster good relations between people who share a protected characteristic and people who do not share it;**
- 3.1.6 identifies and removes EDI barriers which are relevant and proportionate to the requirement; and**
- 3.1.6 shall endeavour to use gender-neutral language when providing the Deliverables and in all communications in relation to the Contract.**

#### **4 Environment**

- 4.1 The Supplier shall ensure that any Goods or Services are designed, sourced, and delivered in a manner which is environmentally responsible and in compliance with paragraph 1.3 of this Annex;
- 4.2 In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Authority ensure the reduction of whole life cycle sustainability impacts including;
  - 4.2.1 resilience to climate change;
  - 4.2.2 eliminating and/or reducing embodied carbon;
  - 4.2.3 minimising resource consumption and ensuring resources are used efficiently;
  - 4.2.4 avoidance and reduction of waste following the waste management hierarchy as set out in Law and working towards a circular economy;
  - 4.2.5 reduction of single use consumable items (including packaging), and avoidance of single use plastic in line with Government commitments;
  - 4.2.6 environmental protection (including pollution prevention, biosecurity and reducing or eliminating hazardous substances; and
  - 4.2.7 compliance with [Government Buying Standards](#) applicable to Deliverables and using reasonable endeavours to support the Authority in meeting applicable [Greening Government Commitments](#).

- 5.1 The Supplier will support the Authority in highlighting opportunities to provide wider social, economic, or environmental benefits to communities through the delivery of the Contract.
- 5.2 The Supplier will ensure that supply chain opportunities are inclusive and accessible to:
  - 5.2.1 new businesses and entrepreneurs;
  - 5.2.2 small and medium enterprises (SMEs);
  - 5.2.3 voluntary, community and social enterprise (VCSE) organisations;
  - 5.2.4 mutuals; and
  - 5.2.5 other underrepresented business groups.

# 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:

"Authority"	means the <a href="#">authority</a> identified in paragraph 3 of the Order Form;
"Authority 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 Authority's confidential information, and which: i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or b) any Personal Data for which the Authority is the Data Controller;
"Authority Cause"	any breach of the obligations of the Authority or any other default, act, omission, negligence or statement of the Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Authority is liable to the Supplier;
"Central Government Body"	for the purposes of this Contract this 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: <ul style="list-style-type: none"><li>• Government Department;</li><li>• Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li><li>• Non-Ministerial Department; or</li><li>• Executive Agency;</li></ul>
"Charges"	means the charges for the Deliverables as specified in the Order Form and Annex 3;
"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 agreed by the Parties to be confidential;

"Contract"	means this contract between (i) the Authority and (ii) the Supplier which is created by the Supplier signing the Order Form and returning it to the Authority.
"Controller"	has the meaning given to it in the "UK GDPR";
"Crown Body"	means any department, office or agency of the Crown, including any and all Local Authority bodies;
"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 Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the UK GDPR and any applicable national implementing Laws as amended from time to time; (ii) the Data 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 Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"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;
"Date of Delivery"	means that date by which the Deliverables must be delivered to the Authority, as specified in the Order Form;
"Deliver"	means handing over the Deliverables to the Authority 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 4. Delivered and Delivery shall be construed accordingly;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;



"Documentation"	<p>descriptions of the Services, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) that is required to be supplied by the Supplier to the Authority under the Contract as:</p> <p>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>c) has been or shall be generated for the purpose of providing the Deliverables;</p>
"Existing IPR"	any and all intellectual property 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);
"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 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 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;
"Goods"	means the goods to be supplied by the Supplier to the Authority under the Contract;
"Good Industry Practice"	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;
"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"	occurs in respect of a legal person (for example an individual, company or organisation): i) 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; or iv) if the person makes any arrangement 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 whether under the Insolvency Act 1986 or otherwise;
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal) Act 2018;
"Key Personnel"	means any persons specified as such in the Order Form or otherwise notified as such by the Authority to the Supplier in writing;
"Law"	means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of Section 4(1) EU Withdrawal Act 2018 as amended by EU (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Parties are bound to comply;
"New IPR"	all and any 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 Authority to the Supplier printed above these terms and conditions;
"Party"	the Supplier or the Authority (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	has the meaning given to it in the UK GDPR;
"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Processing"	has the mean given to it in the UK GDPR;
"Processor"	has the meaning given to it in the UK GDPR;
"Purchase Order Number"	means the Authority's unique number relating to the order for Deliverables to be supplied by the Supplier to the Authority 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 Authority under the Contract;
"Specification"	means the specification for the Deliverables to be supplied by the Supplier to the Authority (including as to quantity, description and quality) as specified in Annex 2;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where applicable, the Authority's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Start Date"	Means the start date of the Contract set out in the Order Form;
"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 the Contract;
"Supplier"	means the person named as Supplier in the Order Form;
"Sustainability Requirements"	means any relevant social or environmental strategies, policies, commitments, targets, plans or requirements that apply to and are set out in the Annex 5;
Tender Submission	means the Supplier's response to the invitation to the bidder pack (including, for the avoidance of doubt, any clarification provided by the Supplier).
"Term"	means the period from the Start Date to the Expiry Date as such period may be extended in accordance with the Order Form or terminated in accordance with Clause 11;
"UK GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (and see section 205(4);

"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 Authority, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) 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 and references to numbered paragraphs are references to the paragraph in the relevant Annex;

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;

2.7 any reference in this Contract which immediately before the IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time):

- i. any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area ("EEA") agreement ("EU References") which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

- ii. any EU institution or EU authority or other such EU body shall be read on and after the date of exit from the EU as a reference to the UK institution, authority or body to which its functions were transferred.

2.8 the word 'including', "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation";

2.9 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

2.10 any Annexes form part of this Contract and shall have effect as if set out in full in the body of this Contract. Any reference to this Contract includes the Annexes; and

2.11 all undefined words and expressions are to be given their normal English meaning within the context of this Contract. Any dispute as to the interpretation of such undefined words and expressions shall be settled by reference to the definition in the Shorter Oxford English Dictionary.

### **3. How the Contract works**

3.1 The Order Form is an offer by the Authority to purchase the Deliverables 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 Authority receives a copy of the Order Form signed by the Supplier.

3.3 The Supplier warrants and represents that its Tender Submission and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

### **4. What needs to be delivered**

#### **4.1 All Deliverables**

(a) The Supplier must provide Deliverables: (i) in accordance with the Specification and Tender Submission; (ii) to a professional standard; (iii) using all reasonable skill and 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) in accordance with such policies and procedures of the Authority (as amended from time to time) that may be specified in the Contract (vii) on the dates agreed; and (viii) in compliance with all applicable Law.

(b) Without prejudice to the Specification the Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to the Authority) from Delivery against all obvious damage or defects.

## 4.2 Goods clauses

- (a) All Goods Delivered must be capable of meeting the requirements set out in the Specification and be either (i) new and of recent origin, (ii) reused or (iii) recycled.
- (b) All manufacturer warranties covering the Goods will be assigned to the Authority 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 Authority on Delivery but remains with the Supplier if the Authority notices any damage or defect following Delivery and lets the Supplier know within three Working Days of Delivery.
- (e) The Supplier must have 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 Authority's working hours.
- (g) The Supplier, its subcontractor(s) and supply chain must minimise packaging used whilst providing sufficient packaging for the Goods to reach the point of Delivery safely and undamaged. The Supplier must take back any primary packaging where it is possible to do so. Packaging must be 100% re-usable, recyclable or compostable, use recycled content where reasonably practicable and support the Government's commitment to eliminate single use plastic.
- (h) All Deliveries must have a delivery note attached that specifies the order number, type, quantity of Goods, contact and details of traceability through the supply chain.
- (i) The Supplier must provide all tools, information and instructions the Authority needs to make use of the Goods. This will include, where appropriate, any operation manuals which, unless specified otherwise, will be written in English and provided in electronic form.
- (j) The Supplier will notify the Authority 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 Authority against the costs arising as a result of any such request. Goods must be disposed of in line with the waste management hierarchy as set out in Law. The Supplier will provide evidence and transparency of the items and routes used for disposal to the Authority on request.

(k) The Authority can cancel any order or part order of Goods which have not been Delivered. If the Authority gives less than 14 calendar 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 Authority's option and request) any Goods that the Authority rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Authority's costs including repair or re-supply by a third party.

(m) The Authority 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 Authority or its servant or agent. If the Authority suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify from all losses, damages, costs or expenses (including professional fees and fines) 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, where related to the Contract, any of its subcontractors or suppliers.

#### **4.3 Services clauses**

(a) Late delivery of the Services will be a breach of the Contract.

(b) The Supplier must co-operate with the Authority 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.

(c) The Authority must provide the Supplier Staff with reasonable access to its premises at such reasonable times agreed with the Authority 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 Authority to the Supplier for supplying the Services remains the property of the Authority and is to be returned to the Authority 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 Authority's operations, employees or other contractors.

(g) On completion of the Services, the Supplier is responsible for leaving the Authority's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Authority's premises or property, other than fair

wear and tear and any pre-existing cleanliness, safety or tidiness issue at the Authority's premises that existed before the commencement of the Term.

(h) The Supplier must ensure all Services, and anything used to deliver the Services, are of the required quality and free from damage or defects.

(i) The Authority is entitled to withhold payment for partially or undelivered Services or for Services which are not delivered in accordance with the Contract but doing so does not stop it from using its other rights under the Contract.

## 5. Pricing and payments

5.1 In exchange for the Deliverables delivered, the Supplier shall be entitled to invoice the Authority for the charges in Annex 3. The Supplier shall raise invoices promptly and in any event within 90 days from when the charges are due.

5.2 All Charges:

(a) exclude VAT, which is payable on provision of a valid VAT invoice and charged at the prevailing rate;

(b) include all costs connected with the supply of Deliverables.

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

5.4 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 Authority as set out in Annex 3; and

(b) includes a detailed breakdown of Deliverables which have been delivered (if any).

Details of the Authority's requirements for a valid invoice at the Start Date are set out in Annex 3.

5.5 If there is a dispute between the Parties as to the amount invoiced, the Authority 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 35.

5.6 If any sum of money is recoverable from or payable by the Supplier under the Contract (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Contract), that sum may be deducted unilaterally by the Authority from any sum then due, or which may become due, to the Supplier under the Contract or under any other agreement or contract with the Authority. The Supplier



shall not be entitled to assert any credit, set-off or counterclaim against the Authority in order to justify withholding payment of any such amount in whole or in part.

5.7 The Supplier must ensure that its subcontractors and supply chain are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Authority can publish the details of the late payment or non-payment.

## **6. The Authority's obligations to the Supplier**

6.1 If the Supplier fails to comply with the Contract as a result of an Authority Cause:

(a) the Authority cannot terminate the Contract under clause 11 on account of the failure to comply, provided this will not prejudice the Authority's right to terminate for another cause that may exist at the same time;

(b) the Supplier will be relieved from liability for the performance of its obligations under the Contract to the extent that it is prevented from performing them by the Authority Cause and will be entitled to such reasonable and proven additional expenses that arise as a direct result of the Authority Cause;

(c) the Supplier is entitled to any additional time needed to deliver the Deliverables as a direct result of the Authority's Cause;

(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 Authority within 10 Working Days of becoming aware of an Authority Cause, such notice setting out in detail with supporting evidence the known reasons for the Authority Cause;

(b) demonstrates that the failure only happened because of the Authority Cause;

(c) has used all reasonable endeavours to mitigate the impact of the Authority Cause.

## **7. Record keeping and reporting**

7.1 The Supplier must ensure that suitably qualified (and authorised) representatives attend progress meetings with the Authority and provide progress reports when specified in Annex 2.

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 Supplier must allow any auditor appointed by the Authority access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the audit.

7.4 The Supplier must provide information to the auditor and reasonable co-operation at their request.

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

- (a) tell the Authority and give reasons;
- (b) propose corrective action;
- (c) agree a deadline with the Authority for completing the corrective action.

7.6 If the Authority, acting reasonably, is concerned either:

- (a) as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract; or
- (b) as to the sustainability or health and safety conduct of the Supplier, subcontractors and supply chain in the performance of the Contract;

then the Authority may:

- (i) require that the Supplier provide to the Authority (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract (in the case of (a)) or improve its sustainability conduct or performance (in the case of (b)) and the Supplier will make changes to such plan as reasonably required by the Authority and once it is agreed then the Supplier shall act in accordance with such plan and report to the Authority on demand
- (ii) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Authority or materially fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Authority notifies).

## 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 instructions issued by the Authority in the Order Form;
- c) comply with the Authority's conduct requirements when on the Authority's premises including, without limitation, those Sustainability Requirements relating to Equality, Diversity & Inclusion (EDI) contained in Annex 5; and
- d) be informed about those specific requirements referred to in Clause 13.2.

8.2 Where an Authority 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 Authority's premises and say why access is required.

8.5 The Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) arising from claims brought against it by any Supplier Staff caused by an act or omission of the Supplier or any other Supplier Staff.

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 Authority;
- (b) the person concerned resigns, retires or dies or is on maternity, adoption, shared parental leave or long-term sick leave; or
- (c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated.

## 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;
- (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 The Supplier indemnifies the Authority against each of the following:

(a) wilful misconduct of the Supplier, any of its subcontractor and/or Supplier Staff that impacts the Contract;

(b) non-payment by the Supplier of any tax or National Insurance.

9.4 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Authority.

9.5 All third party warranties and indemnities covering the Deliverables must be assigned for the Authority's benefit by the Supplier.

## 10. Intellectual Property Rights (IPRs)

10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Authority a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it and its sub-licensees to both:

(a) receive and use the Deliverables;

(b) use the New IPR.

10.2 Any New IPR created under the Contract is owned by the Authority. The Authority gives the Supplier a licence to use any Existing IPRs for the purpose of fulfilling its obligations under the Contract and a perpetual, royalty-free, non-exclusive licence to use any New IPRs.

10.3 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

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 Authority 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 (an "**IPR Claim**"), then the Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.

10.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Authority's sole option, either:

(a) obtain for the Authority the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights;

(b) replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.

## 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 Authority can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.

### Ending the Contract without a reason

11.3 The Authority 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 the Contract is terminated, clause 11.5(b) to 11.5(g) applies.

### When the Authority can end the Contract

11.4 (a) If any of the following events happen, the Authority has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:

(i) there is a Supplier Insolvency Event;

(ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify in the Authority's opinion that the Supplier's 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. Where a material breach is not capable of remedy, the Authority has the right to immediately terminate the Contract;

(iv) there is a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Authority in writing;

(v) if the Authority 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 Supplier or its affiliates embarrass or bring the Authority into disrepute or diminish the public trust in them;

(vii) where a right to terminate described in clause 27 occurs;

(viii) the Supplier is in breach of any of its health, safety and well-being obligations under clause 28.1(a); and

(ix) where, in accordance with clause 33.3, there is or may be an actual or potential conflict of interest.

(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 Authority has the right to immediately terminate the Contract and clause 11.5(a) to 11.5(g) applies.

### **11.5 What happens if the Contract ends**

Where the Authority terminates the Contract under clause 11.4 all of the following apply:

(a) the Supplier is responsible for the Authority's reasonable costs of procuring replacement deliverables for the rest of the Term ;

(b) the Authority's payment obligations under the terminated Contract stop immediately;

(c) accumulated rights of the Parties are not affected;

(d) the Supplier must promptly delete or return the Authority Data except where required to retain copies by law;

(e) the Supplier must promptly return any of the Authority's property provided under the Contract;

(f) the Supplier must, at no cost to the Authority, give all reasonable assistance to the Authority and any incoming supplier and co-operate fully in the handover and re-procurement;

(g) the following clauses survive the termination of the Contract: 3.3, 7.2, 7.3, 7.4, 9, 10, 12, 13.3, 14, 15, 16, 17, 18, 19, 20, 32, 35, 36 and any clauses or provisions within the Order Form or the Annexes which are expressly or by implication intended to continue.

### **11.6 When the Supplier can end the Contract**

(a) The Supplier can issue a reminder notice if the Authority does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Authority fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.

(b) If a Supplier terminates the Contract under clause 11.6(a):

(i) the Authority must promptly pay all outstanding charges incurred to the Supplier;

(ii) the Authority must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with satisfactory evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated;

(iii) clauses 11.5(d) to 11.5(g) apply.

## **11.7 Partially ending and suspending the Contract**

(a) Where the Authority has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Authority suspends the Contract it can provide the Deliverables itself or buy them from a third party.

(b) The Authority can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.

(c) The Parties must agree (in accordance with clause 25) any necessary variation required by clause 11.7, but the Supplier may neither:

(i) reject the variation; nor

(ii) increase the Charges, except where the right to partial termination is under clause 11.3.

(d) The Authority can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

## **12. How much you can be held responsible for**

12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than the value of the Charges or £5,000,000 (five million pounds) [whichever is higher] unless specified in the Order Form.

12.2 No Party is liable to the other for:

(a) any indirect losses;

(b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

12.3 In spite of clause 12.1, 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.

12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 4.2(j), 4.2(m), 8.5, 9.3, 10.5, 13.3, 15.28(e) or 31.2(b).

12.5 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including where the loss or damage is covered by any indemnity.

12.6 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.

### 13. Obeying the law

13.1 The Supplier must, in connection with provision of the Deliverables:

- (a) comply with all applicable Law;
- (b) comply with the Sustainability Requirements
- (c) use reasonable endeavours to comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/779660/20190220-Supplier\\_Code\\_of\\_Conduct.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)

13.2 The Sustainability Requirements and the requirements set out in Clause 27, 28 and 30 must be explained to the Supplier's Staff, subcontractors and suppliers who are involved in the performance of the Supplier's obligations under the Contract and where it is relevant to their role and equivalent obligations must be included in any contract with any suppliers or subcontractor that is connected to the Contract.

13.3 The Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) resulting from any default by the Supplier relating to any applicable Law to do with the Contract.

13.4 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with the Law and its obligations under the Contract.

13.5 "Compliance Officer" the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal and other obligations under the Contract.

13.6 The Supplier will provide such evidence of compliance with its obligations under this Clause 13 as the Authority reasonably requests.



## 14. Insurance

14.1 The Supplier must, at its own cost, obtain and maintain the required insurances as set out in the Order Form.

14.2 The Supplier will provide evidence of the required insurances on request from the Authority.

## 15. Data protection

15.1 The Authority is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation.

15.2 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with this Contract.

15.3 The Supplier shall take all reasonable measures relating to the security of processing which are required pursuant to Article 32 of the UK GDPR including, without limitation, those security measures specified in this clause 15.

15.4 The Supplier must not remove any ownership or security notices in or relating to the Authority Data.

15.5 The Supplier must make accessible back-ups of all Authority Data, stored in an agreed off-site location and send the Authority copies every six Months.

15.6 The Supplier must ensure that any Supplier system holding any Authority Data, including back-up data, is a secure system that complies with the security requirements specified in writing by the Authority.

15.7 If at any time the Supplier suspects or has reason to believe that the Authority Data provided under the Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Authority and immediately suggest remedial action.

15.8 If the Authority Data is corrupted, lost or sufficiently degraded so as to be unusable the Authority may either or both:

- (a) tell the Supplier to restore or get restored Authority Data as soon as practical but no later than five Working Days from the date that the Authority receives notice, or the Supplier finds out about the issue, whichever is earlier;

- (b) restore the Authority Data itself or using a third party.

15.9 The Supplier must pay each Party's reasonable costs of complying with clause 15.8 unless the Authority is at fault.

15.10 Only the Authority 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*).

15.11 The Supplier must only process Personal Data if authorised to do so in the Annex to the Order Form (*Authorised Processing*) by the Authority. Any further written instructions relating to the processing of Personal Data are incorporated into Annex 1 of the Order Form.

15.12 The Supplier must give all reasonable assistance to the Authority 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.

15.13 The Supplier must notify the Authority immediately if it thinks the Authority's instructions breach the Data Protection Legislation.

15.14 The Supplier must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Authority.

15.15 If lawful to notify the Authority, the Supplier must notify it if the Supplier is required to process Personal Data by Law promptly and before processing it.

15.16 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 15;
- (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 Authority or as otherwise allowed by the Contract;
- (d) have undergone adequate training in the use, care, protection and handling of Personal Data.

15.17 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 Authority;
- (b) the Authority has decided that there are appropriate safeguards (in accordance with Article 46 of the UK 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 Authority meet its own obligations under Data Protection Legislation; and

(f) the Supplier complies with the Authority's reasonable prior instructions about the processing of the Personal Data.

15.18 The Supplier must notify the Authority 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.

15.19 Any requirement to notify under clause 15.17 includes the provision of further information to the Authority in stages as details become available.

15.20 The Supplier must promptly provide the Authority with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 15.17. This includes giving the Authority:

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

(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.

15.21 The Supplier must maintain full, accurate records and information to show it complies with this clause 15. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either the Authority determines that the processing:

(a) is not occasional;

(b) includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR;

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

15.22 The Supplier will make available to the Authority all information necessary to demonstrate compliance with clause 15 and allow for and contribute to audits, including inspections, conducted by the Authority or another auditor appointed by the Authority.

15.23 The Supplier must appoint a Data Protection Officer responsible for observing its obligations in this Contract and give the Authority their contact details.

15.24 Before allowing any Subprocessor to process any Personal Data, the Supplier must:

(a) notify the Authority in writing of the intended Subprocessor and processing;

(b) obtain the written consent of the Authority;

(c) enter into a written contract with the Subprocessor so that this clause 15 applies to the Subprocessor;

(d) provide the Authority with any information about the Subprocessor that the Authority reasonably requires.

15.25 The Supplier remains fully liable for all acts or omissions of any Subprocessor.

15.26 At any time the Authority can, with 30 Working Days' notice to the Supplier, change this clause 15 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 UK GDPR Article 42;

(b) ensure it complies with guidance issued by the Information Commissioner's Office.

15.27 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office.

#### 15.28 The Supplier:

- (a) must provide the Authority with all Authority Data in an agreed open format within 10 Working Days of a written request;
- (b) must have documented processes to guarantee prompt availability of Authority Data if the Supplier stops trading;
- (c) must securely destroy all storage media that has held Authority Data at the end of life of that media using Good Industry Practice;
- (d) must securely erase or return all Authority Data and any copies it holds when asked to do so by the Authority unless required by Law to retain it;
- (e) indemnifies the Authority against any and all losses, damages, costs or expenses (including professional fees and fines) incurred if the Supplier breaches clause 15 and any Data Protection Legislation.

### 16. What you must keep confidential

#### 16.1 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) immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

16.2 In spite of clause 16.1, 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, permitted in respect of an audit pursuant to clause 7.3, or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party 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) to its auditors or for the purposes of regulatory requirements;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis;
- (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.

16.3 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. The Supplier Staff must enter into a direct confidentiality agreement with the Authority at its request.

16.4 The Authority may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Authority;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any organisation that the Authority transfers or proposes to transfer all or any part of its business to;
- (c) if the Authority (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament; and/or
- (e) under clauses 5.7 and 17.

16.5 For the purposes of clauses 16.2 to 16.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 16.

16.6 Information which is exempt from disclosure by clause 17 is not Confidential Information.

16.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16.8 Where essential to comply with or carry out their statutory functions the Authority may disclose Confidential Information.

## **17. When you can share information**

17.1 The Supplier must tell the Authority within 48 hours if it receives a Request For Information.

17.2 Within the required timescales the Supplier must give the Authority full co-operation and information needed so the Authority can:

- (a) comply with any Freedom of Information Act (FOIA) request;
- (b) comply with any Environmental Information Regulations (EIR) request.

17.3 The Authority may talk to the Supplier to help it decide whether to publish information under clause 17. However, the extent, content and format of the disclosure is the Authority's decision, which does not need to be reasonable.

## **18. 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.

## **19. No other terms apply**

The provisions expressly 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.

## **20. Other people's rights in a contract**

No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

## **21. Circumstances beyond your control**

21.1 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.

21.2 Either party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event and the impact of such event lasts for 90 days continuously.

21.3 Where a Party terminates under clause 21.2:

- (a) each party must cover its own losses;

(b) clause 11.5(b) to 11.5(g) applies.

## **22. Relationships created by the contract**

The Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

## **23. 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.

## **24. Transferring responsibilities**

24.1 The Supplier cannot assign the Contract, or any rights under it, without the Authority's written consent.

24.2 The Authority can assign, novate or transfer its Contract or any part of it to any Crown Body, any contracting authority within the meaning of the Regulations or any private sector body which performs the functions of the Authority.

24.3 When the Authority uses its rights under clause 24.2 the Supplier must enter into a novation agreement in the form that the Authority specifies.

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

24.5 If the Authority asks the Supplier for details about its subcontractors and/or supply chain, the Supplier must provide such details as the Authority reasonably requests including, without limitation:

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

## **25. Changing the contract**

25.1 Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. No oral modifications to the Contract shall be effective. The Authority is not required to accept a variation request made by the Supplier.

## **26. How to communicate about the contract**

26.1 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.



26.2 Notices to the Authority or Supplier must be sent to their address in the Order Form.

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

## **27. Preventing fraud, bribery and corruption**

27.1 The Supplier shall not:

- (a) commit any criminal offence referred to in the Regulations 57(1) and 57(2);
- (b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Authority 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.

27.2 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 27.1 and any fraud by the Supplier, Supplier Staff (including its shareholders, members and directors), any subcontractor and the Supplier's supply chain in connection with the Contract. The Supplier shall notify the Authority immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.

27.3 If the Supplier or the Supplier Staff engages in conduct prohibited by clause 27.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Authority) the Authority may:

- (a) terminate the Contract and recover from the Supplier the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Deliverables and any additional expenditure incurred by the Authority throughout the remainder of the Contract; or
- (b) recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of this clause.

## **28. Health, safety and wellbeing**

28.1 The Supplier must perform its obligations meeting the requirements of:

- (a) all applicable Law regarding health and safety;
- (b) the Authority's current health and safety policy and procedures while at the Authority's premises, as provided to the Supplier.
- (c) the Authority's current wellbeing policy or requirements while at the Authority's premises as provided to the Supplier.

28.2 The Supplier and the Authority must as soon as possible notify the other of any health and safety incidents, near misses or material hazards they're aware of at the Authority premises that relate to the performance of the Contract.

28.3 Where the Services are to be performed on the Authority's premises, the Authority and Supplier will undertake a joint risk assessment with any actions being appropriate, recorded and monitored.

28.4 The Supplier must ensure their health and safety policy statement and management arrangements are kept up to date and made available to the Authority on request.

28.5 The Supplier shall not assign any role to the Authority under the Construction (Design and Management) Regulations 2015 (as amended) (the 'CDM Regulations') without the Authority's prior express written consent (which may be granted or withheld at the Authority's absolute discretion). For the avoidance of doubt so far as the Authority may fall within the role of client as defined by the CDM Regulations in accordance with CDM Regulation 4(8) the parties agree that the Supplier will be the client.

## **29. Business Continuity**

29.1 The Supplier will have a current business continuity plan, which has assessed the risks to its business site/s and activities both directly and with regards to reliance on the supply chain and will set out the contingency measures in place to mitigate them and adapt. As part of this assessment, the Supplier will take into account the business continuity plans of the supply chain. The Supplier's business continuity plan must include (where relevant), an assessment of impacts relating to extreme weather, a changing average climate and/or resource scarcity.

29.2 The Supplier's business continuity plan will be reviewed by the Supplier at regular intervals and after any disruption. The Supplier will make the plan available to the Authority on request and comply with reasonable requests by the Authority for information.

## **30. Whistleblowing**

30.1 The Authority's whistleblowing helpline must be made available to the Supplier and Supplier Staff, subcontractors and key suppliers in the supply chain in order to report any concerns.

## **31. Tax**

31.1 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 Authority cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.

31.2 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 this 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) indemnify the Authority against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

31.3 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

- (a) the Authority may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 31.2, or why those requirements do not apply, the Authority can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Authority's request if the Worker fails to provide the information requested by the Authority within the time specified by the Authority;
- (c) the Worker's contract may be terminated at the Authority's request if the Worker provides information which the Authority considers isn't good enough to demonstrate how it complies with clause 31.2 or confirms that the Worker is not complying with those requirements;
- (d) the Authority may supply any information they receive from the Worker to HMRC for revenue collection and management.

## 32. Publicity

32.1 The Supplier and any subcontractor shall not make any press announcements or publicise this Contract or its contents in any way; without the prior written consent of the Authority.

32.2 Each Party acknowledges to the other that nothing in this Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

### 33. Conflict of interest

33.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Authority under the Contract, in the reasonable opinion of the Authority.

33.2 The Supplier must promptly notify and provide details to the Authority if a conflict of interest happens or is expected to happen.

33.3 The Authority 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.

### 34. Reporting a breach of the contract

34.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Authority any actual or suspected breach of Law or breach of its obligations under the Contract.

34.2 Where an actual or suspected breach is notified to the Authority under clause 34.1, the Supplier will take such action to remedy any breach as the Authority may reasonably require. Where the breach is material, the Authority has the right to terminate under clause 11.4.

34.3 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 34.1.

### 35. Resolving disputes

35.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute.

35.2 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 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 35.3 to 35.5.

35.3 Unless the Authority refers the dispute to arbitration using clause 35.4, 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.

35.4 The Supplier agrees that the Authority has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

35.5 The Authority has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 35.3, unless the Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 35.4.

35.6 The Supplier cannot suspend the performance of the Contract during any dispute.

35.7 The provisions of this clause 35 are without prejudice to the Authority's right to terminate or suspend the Contract under clause 11.

## **36. Which law applies**

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

36.2 The courts of England and Wales shall have jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with the Contract or its subject matter or formation.