

DPS Schedule 6 (Letter of Appointment and Order Schedules)

Letter of Appointment

This Letter of Appointment is issued in accordance with the provisions of the DPS Contract (RM6124 Communications Marketplace) between CCS and the Agency, dated 6 September 2021.

Capitalised terms and expressions used in this letter have the same meanings as in the Order Incorporated Terms unless the context otherwise requires.

ORDER FOR: SUPPORT FOR DELIVERY OF MHRA EVENT PROGRAMME



Order Number:	C322330
From (the Client): (may also be referred to as the Buyer or MHRA)	The Secretary of State for Health and Social Care, acting through the Medicines and Healthcare products Regulatory Agency (MHRA), acting as part of Crown, 10 South Colonnade, Canary Wharf, London E14 4PU.
To (the Agency): (may also be referred to as the Supplier or OneTwo)	One Two Agency Ltd, Unit 5 Centurion Court, Farington, Leyland, Lancashire PR25 3UQ Company Registration Number 02257022 Email: hello@onetwo.agency .

Order Start Date:	23 September 2024
Order Expiry Date:	22 September 2028
Order Initial Period:	48 Months, subject to earlier termination. (The Client shall have the right to terminate the Order Contract without reason or liability by giving the Agency not less than 90 days' written notice as per clause 10.2.2 of the Core Terms).
Order Optional Extension Period:	N/A.

Goods or Services required:	Goods or Services required are set out in DPS Schedule 1 of the DPS Agreement and the specific Brief/Statement of Works for a Project, and are to be delivered in line with the accepted
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	<p>Agency Proposal as detailed at Annex A of this Letter of Appointment or as specifically agreed per Project. See also Order Schedule 20 (Order Specification) for details of the Client's overarching requirements and expectations including Service Levels.</p> <p>The Projects/Requirements shall be called off as required (on an ad hoc basis), under a Standby Agreement contracting approach to cover support on a number of projects/events for the Contract Period (to include associated Services as required). There shall be no guarantee of a minimum or any volume of work.</p> <p>All subsequent calls for Goods or Services/Projects shall be priced and agreed using the Statement of Works form as per Annex B of this Letter of Appointment (another template for agreeing a Brief/Project may also be used).</p>
Key Staff/Key Roles:	<div>For the Client: <small>Redacted under FOIA Section 40 Personal Info</small> </div> <div>For the Agency: <small>Redacted under FOIA Section 40 Personal Info</small> </div>

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	<div>Redacted under FOIA Section 40 Personal Info</div> <p><i>Core working/operational hours are Monday to Friday ((excluding bank holidays) 09:00 – 17:00.</i></p> <p>In the event that a change in the Agency's Key Staff is required, this will be communicated to the Client no less than one month in advance of the planned change and the proposed replacement will be for an equivalent resource with similar level of qualifications and experience appropriate for that role.</p> <p>All staff shall be subjected to HMG Baseline Personnel Security Standard Checks.</p>
Guarantor(s)	N/A.

Order Contract Charges (including any applicable discount(s), but excluding VAT):	See Order Schedule 5 (Pricing Details).
Liability	<p>See Clause 11 of the Core Terms (Total aggregate liability in each Contract Year - whether in tort, contract or otherwise - is no more than the greater of £5 million or 150% of the Estimated Yearly Charges).</p> <div>Redacted under FOIA Sect 43(2) Commercial Interests</div> <p>{NB: Budgets shall be managed flexibly to handle variations in demand year-on-year and over the Contract Period; the Client's business needs and priorities will dictate the number and type/scale of projects/events in any given year}.</p>
Additional Insurance Requirements	Standard required insurances cover (as per Joint Schedule 3).
Client billing address for invoicing:	Accounts Payable Medicines and Healthcare Products Regulatory Agency, 10 South Colonnade, Canary Wharf, London E14 4PU

	accounts.payable@mhra.gov.uk Copying in the Client's Contract Relationship Manager. (Electronic submission of invoices required).
Special Terms	N/A.

PROGRESS/PERFORMANCE MONITORING REPORT FREQUENCY

Monthly within first week of each calendar month (may be changed to quarterly as agreed).

{This can be provided by the Agency by email and/or the Client can be given access to the Agency's online system(s) to enable review and download if required}.

The format and content shall be agreed, but to include (as a minimum): an overview of all projects/events in that financial year with their status; estimated and final costs/Charges; performance monitored against Service Levels/KPIs; details from the risk register and lessons log(s); and any proposals for improvement or innovation.

On occasion, the Client may request ad hoc Management Information (to be provided at no additional cost).

Following each mid-large event, the Agency will provide a post-event report following the wash up call. This will include the following information:

- overview – including successes, lessons learnt and a summary of improvements for consideration at future events
- all data reports from the registration system / registration summary
- breakdown of event income, invoice report and financial reconciliation (where appropriate)
- interactive reports (where Q&A and voting/polling have been used)
- website interactions
- live stream figures
- final budget breakdown
- Google analytics from the event hub (where appropriate).

PROGRESS/PERFORMANCE REVIEW MEETING FREQUENCY

Quarterly within first week of each quarter – to be held virtually or in-person at the Client's Canary Wharf offices or as otherwise agreed.

This will be the forum for the review of (but not limited to): the Progress/Performance Monitoring Reports and any ad hoc Management Information (MI); current and just completed projects/events including financial tracking along with analysis of feedback; lessons learnt from events during the previous quarter; performance against Service

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Levels and KPIs; the projected events pipeline; risk register with mitigations; and potential continuous improvements, market trends and emerging issues etc.

The Agency's Contract Director/Manager (and Deputy/Account Manager if required) shall attend and minute these meetings.

On completion of each event, a virtual wash up call will be organised, to cover at least:

- overview of the event – including successes and lessons learned
- registration summary
- delegate interaction / live streaming overview (if appropriate)
- financial overview.

Per Project, there will be planning meetings and regular progress updates and catch-ups as required, at key milestones.

The Parties shall communicate with each other by email, telephone and face-to-face/virtual channels, as needed. The core working/operational hours are Monday to Friday ((excluding bank holidays) 09:00 – 17:00.

KEY SUBCONTRACTOR(S)

None to play a pivotal role in the delivery of the Services.

COMMERCIALLY SENSITIVE INFORMATION

Agency

- Personal Data/Information.
Duration: Lifetime of the subjects.
- Case study examples and references.
Duration: 30 years.
- Pricing
Duration: 30 years.

(see also Joint Schedule 4).

Client

- All information regarding the Requirements for projects/events including deliverables and target audience etc, unless otherwise stated.

SOCIAL VALUE COMMITMENT

The Agency agrees, in providing the Goods or Services and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order

Schedule 4 (Order Proposal)/Annex A.

To note, the Client asked for details of a commitment in regards to Tackling economic inequality: Increasing supply chain resilience & capacity and Wellbeing: Improving health and wellbeing policy.

SERVICE CREDIT CAP

Not used.

ORDER INCORPORATED TERMS

The following documents are incorporated into this Order Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Letter of Appointment including the Order Special Terms and Order Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6124 – see Framework
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6124
 - Joint Schedule 2 (Variation Form) – template appended
 - Joint Schedule 3 (Insurance Requirements) – see Framework (standard provisions apply)
 - Joint Schedule 4 (Commercially Sensitive Information) - appended
 - Joint Schedule 10 (Rectification Plan) – template appended
 - Joint Schedule 11 (Processing Data) – appended
 - Order Schedules for C322330
 - Order Schedule 2 (Staff Transfer) – see Framework (not expected to apply)
 - Order Schedule 3 (Continuous Improvement) – appended
 - Order Schedule 5 (Pricing Details) – appended
 - Order Schedule 7 (Key Supplier/Agency Staff) – appended
 - Order Schedule 8 (Business Continuity and Disaster Recovery) – appended
 - Order Schedule 9 (Security) – short form applies - appended
 - Order Schedule 10 (Exit Management) – appended
 - Order Schedule 20 (Order Specification) – appended (includes Service Levels)
4. CCS Core Terms – appended
5. Joint Schedule 5 (Corporate Social Responsibility) RM6124 – appended
6. Order Schedule 4 (Proposal) as long as any parts of the Order Proposal that offer a better commercial position for the Client (as decided by the Client) take precedence over the documents above – see Annex A appended.

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As required by the relevant Schedules, the Agency shall deliver for Client approval:

- A BCDR Plan – within ninety Working Days following the Start Date;
- An initial Continuous Improvement Plan for the first Contract Year - within six Months following the Start Date; an annual updated Continuous Improvement Plan should be submitted for approval, thereafter;
- A Security Management Plan - within sixty Working Days following Start Date;
- An Exit Plan - within three Months following the Start Date.

No other Agency terms are part of the Order Contract. That includes any terms written on the back of, or added to this Order Form, or presented at the time of delivery. For the avoidance of doubt, the relationship between the Parties is non-exclusive. The Client is entitled to appoint any other agency to perform services and produce goods which are the same or similar to the Goods or Services.

FORMATION OF ORDER CONTRACT

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Agency agrees to enter into an Order Contract with the Client to provide the Goods or Services in accordance with the terms of this Letter and the Order Incorporated Terms.

The Parties hereby acknowledge and agree that they have read this Letter and the Order Incorporated Terms. The Parties hereby acknowledge and agree that this Order Contract shall be formed when the Client acknowledges (which may be done by electronic means) the receipt of the signed copy of this Letter from the Agency within two (2) Working Days from such receipt.

For and on behalf of the Agency:		For and on behalf of the Client:	
Signature:	Redacted under FOIA Section 40 Personal Info	Signature:	Redacted under FOIA Section 40 Personal Info
Name:	Redacted under FOIA Section 40 Personal Info	Name:	Redacted under FOIA Section 40 Personal Info
Role:	Joint Managing Director	Role:	Chief Executive Officer
Date:	04/02/2025	Date:	25/04/2025

ANNEX A

AGENCY PROPOSAL

Full tender documents held on file – extracts included below.



C284923 Support for
Delivery of MHRA Ev

ANNEX B

STATEMENT OF WORK

This Statement of Work is issued under and in accordance with the Order Contract entered into between the Parties dated October 2024.

Projects/Requirements shall be called off as required (on an ad hoc basis), under a Standby Agreement contracting approach to cover support on a number of projects/events for the Contract Period. There shall be no commitment to commission Services nor guarantee of a minimum or any volume of work, nor any exclusivity with the Agency.

Possible Client Requirements outlined in the Order Schedule 20 (Order Specification).

Any schedule attached to the Statement of Work will describe in detail the different types of Services to be provided under that Statement of Work. A schedule attached to any Statement of Work only applies to the relevant Project to be delivered under that Statement of Work, and not to any other Statement of Work, or to the provision of the Services as a whole.

1.1 Where a Statement of Work would result in:

- a variation of the Services procured under this Order Contract; or
- an increase in the Charges agreed under this Order Contract; or
- a change in the economic balance between the Parties to the detriment of the Client that is not provided for in this Order Contract

the relevant term(s) will be dealt with as a proposed Variation to this Order Contract in accordance with the Variation procedure set out in Clause 24 of the Core Terms.

This Statement of Works form or another template for agreeing a Brief shall be used.

Project:	Set out a short description of the Project.
Project Start Date: Notice period for cancellation: [Project Notice Period]:	Set out the start date for this Project and its duration and the likely end date if known – state whether for a fixed term or an initial term with extension periods. Where the parties are agreeing a Project Notice Period for cancellation of Project, specify the notice period.

Overarching Brand/Campaign:	If this campaign is part of a wider overarching campaign, or uses specific Government owned brands (such as the GREAT Britain brand for example) please state them and what the relationship of this campaign will be to them.
Goods or Services:	<p>Set out a description of the Goods or Services to be supplied by the Agency for this Project.</p> <p>State any specific activities agreed in the pitch that are to be delivered as part of this campaign.</p> <p>Ensure you capture any work across distinct specialisms or channels.</p> <p>For example, specification of the following Services:</p> <ul style="list-style-type: none"> ● Event Management and hospitality – internal and external events ● Face-to-face/in-person, Virtual, or Hybrid approach ● Design, Build and Installation for Events – Staging and Production ● Webinars ● Venue Sourcing, Contracting and Management ● Delegate and Speaker Acquisition and Management ● Delegate Registration ● Onsite Logistics ● Event Videography and Photography ● Supply of Event Management Platforms and Systems and websites/apps ● Events Peripherals ● Management of Audio Visual ● Finance Reconciliation ● Event / Campaign Evaluation. <p>State if you require any specific requirements and ways of working such as third-party consents, licences, clearances that Agency needs to obtain and products or purchases.</p> <p>State that Client's use of the Goods or Services will be "subject to any third-party usage rights which are notified to the Client in accordance with this Order Contract ".</p>

Project Plan:	Set out the timing of each phase of the project, any key dates and/ or delivery of the Services and/or the Goods or Services (if known).
Contract Charges:	<p>Set out the calculation/breakdown of the Contract Charges [(including rules for the recovery of expenses where applicable)] payable to Agency for this Project e.g. details of any fixed price, time and materials in which case Agency's Rate Card should be attached, together with invoice dates or milestones that trigger payment.</p> <p>Set out the payment terms specific to the Project.</p> <p><i>Example of wording</i></p> <p><i>The Client shall pay the Agency the sum of £[...] for delivery of these Services, payable in instalments/per milestone as applicable. For the avoidance of doubt, the Contract Charges shall be inclusive of all third-party costs.</i></p>
Client Assets:	Set out details of the materials or information to be provided to the Agency.
International locations:	If Services are to be supplied outside the UK, specify additional territories here.
Client Affiliates:	If relevant, set out any Client Affiliates which will be using Goods or Services.
Special Terms:	Set out any special terms that are intended to take precedence over the Order Terms and/or the Schedules to the Order Terms such as, security requirements, warranties, specific insurance requirements, any specific data reporting requirements etc.
Key Individuals:	Set out details of the key personnel from the Agency for this Project if relevant.
Authorised Agency Approver:	Set out details of the person(s) who have the authority to agree day to day decisions on behalf of Agency for this project.
Authorised Client Approver:	Set out details of the person(s) who have the authority to agree day to day decisions on behalf of Client for this Project.

Signed by:.....

by (print name):.....

As Agency Authorised Approver for and on behalf of
[Agency]

Date.....

Signed by:.....

by (print name):.....

As Client Authorised Approver for and on behalf of
[Client]

Date.....

Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details		
This variation is between:	[delete] as applicable: CCS / Client] ("CCS" "the Client") And [insert] name of Agency] ("the Agency")	
Contract name:	[insert] name of contract to be changed] ("the Contract")	
Contract reference number:	[insert] contract reference number]	
Details of Proposed Variation		
Variation initiated by:	[delete] as applicable: CCS/Client/Agency]	
Variation number:	[insert] variation number]	
Date variation is raised:	[insert] date]	
Proposed variation		
Reason for the variation:	[insert] reason]	
An Impact Assessment shall be provided within:	[insert] number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Agency to insert] assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> [CCS/Client to insert] original Clauses or Paragraphs to be varied and the changed clause] 	
Financial variation:	Original Contract Value:	£ [insert] amount]
	Additional cost due to variation:	£ [insert] amount]
	New Contract value:	£ [insert] amount]

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1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by **[delete]** as applicable: CCS / Client]
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the **[delete]** as applicable: CCS / Client]

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Agency

Signature

Date

Name (in Capitals)

Address

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Agency's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

Date	Item(s)	Duration of Confidentiality
23/09/2024	Personal Data/Information	Lifetime of the subjects
23/09/2024	Case study examples and references	30 Years
23/09/2024	Pricing	30 Years

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from the Agency

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.
(https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Agency acknowledges that the Client may have additional requirements in relation to corporate social responsibility. The Client expects that the Agency and its Subcontractors will comply with such corporate social responsibility requirements as the Client may notify to the Agency from time to time.

2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Agency shall support CCS and the Client in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks:
 - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
 - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour, and Humane Treatment

"Modern Slavery Helpline" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

- 3.1 The Agency:
 - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - 3.1.2 shall not require any Agency Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to

- leave their employer after reasonable notice;
- 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world.
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Client and Modern Slavery Helpline.

4. Income Security

4.1 The Agency shall:

- 4.1.1 ensure that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Agency Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.3 ensure that all Workers are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;

4.1.4 not make deductions from wages:

- (a) as a disciplinary measure
- (b) except where permitted by law; or
- (c) without expressed permission of the worker concerned;

4.1.5 record all disciplinary measures taken against Agency Staff; and

4.1.6 ensure that Agency Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Agency shall:

5.1.1 ensure that the working hours of Agency Staff comply with national laws, and any collective agreements;

5.1.2 Ensure that the working hours of Agency Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;

5.1.3 ensure that use of overtime is used responsibly, taking into account:

- (a) the extent;
- (b) frequency; and
- (c) hours worked;

by individuals and by the Agency Staff as a whole;

5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.

5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:

5.3.1 this is allowed by national law;

5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;

5.3.3 appropriate safeguards are taken to protect the workers' health and safety; and

5.3.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

5.4 All Agency Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

6. Sustainability

- 6.1 The Agency shall meet the applicable Government Buying Standards applicable to Goods or Services which can be found online at:
<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan			
Details of the Default:		[Guidance: Explain the Default, with clear schedule and clause references as appropriate]	
Deadline for receiving the [Revised] Rectification Plan:		[add] date (minimum 10 days from request)	
Signed by [CCS/Client]:		Date:	
Agency [Revised] Rectification Plan			
Cause of the Default		[add] cause]	
Anticipated impact assessment:		[add] impact]	
Actual effect of Default:		[add] effect]	
Steps to be taken to rectification:	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Timescale for complete Rectification of Default		[X] Working Days	
Steps taken to prevent recurrence of Default	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Signed by the Agency:		Date:	
Review of Rectification Plan [CCS/Client]			
Outcome of review		[Plan Accepted] [Plan Rejected] [Revised Plan Requested]	
Reasons for Rejection (if applicable)		[add] reasons]	
Signed by [CCS/Client]		Date:	

Joint Schedule 11 (Processing Data)

Definitions

1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“Processor Personnel”	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
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Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:
 - (a) “Controller” in respect of the other Party who is “Processor”;
 - (b) “Processor” in respect of the other Party who is “Controller”;
 - (c) “Joint Controller” with the other Party;
 - (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;

- (b) an assessment of the necessity and proportionality of the Processing in relation to the Goods or Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
 - (a) Process that Personal Data only in accordance with Annex 1 (Processing Personal Data), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, including in the case of the Agency the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that:
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and

- (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
 - (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
7. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract 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 the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.

8. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
 - (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing 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; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:

- (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
15. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Agency amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

17. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11. **THIS RELATIONSHIP IS NOT APPLICABLE – SO ANNEX 2 HAS NOT BEEN INCLUDED.**

Independent Controllers of Personal Data

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 8 of this Joint Schedule 11 above, the recipient of the Personal

Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
22. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
 - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it

has received the same and shall forward such request or correspondence to the other Party; and

- (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Agency is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 27 of this Joint Schedule 11.

Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

- 1.1 The contact details of the Relevant Authority's/Client's Data Protection Officer/department is: DataProtection@mhra.gov.uk
- 1.2 The contact details of the Agency's Data Protection Officer is: Redacted under FOIA Section 40 Personal Info at gdpr@onetwo.agency
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Agency is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority/Client is the Controller and the Agency is the Processor of the following Personal Data:</p> <ul style="list-style-type: none">Names and contact details for event delegates/attendees;Names and contact details for Speakers/presenters (external to the Client – Client personnel covered below). <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none">Names and business contact details of Agency Personnel/Staff for which the Agency is the Controller;Names and business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority/Client (engaged in the performance of the Relevant Authority's duties under the Order Contract) for which the Relevant Authority/Client is the Controller;Names and business contact details for venue personnel (the venues can be sourced by either Party). <p>[The various contact details shall be used for communication and/or project/Contract management purposes – some details are included in this Order Contract and other details will arise for a specific Project/event).</p>

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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Duration of the Processing	<p>The Personal Data shall be retained until the relevant Processing has been completed, or at the latest within 1 month of Order Contract Expiry/Termination. Where the Personal Data needs to be retained longer under applicable Data Protection Act, for statutory compliance purposes and/or as required by Law, this Data must be securely stored and managed, and deleted as soon as possible.</p> <p>The Agency has a data archiving and retention policy which clearly sets out how long data is stored on their systems and how it is permanently removed following use.</p>
Nature and purposes of the Processing	<p>The purpose of the Processing is to manage and deliver the MHRA Event Programme (differing levels of support required per Project); this could include, but will not be limited to: facilitating and managing delegate registrations (primarily on its online platform) and sending out relevant follow-up event communications (including eliciting feedback post event); inviting and managing speakers/other stakeholders; and communicating with the Client's event representatives and other personnel engaged in the management and performance of their duties under the Contract and/or for a specific Project/event etc.</p> <p>Data will never be used for any other purpose other than intended.</p>
Type of Personal Data	<p>Full names Business postal addresses Business telephone and/or mobile numbers Business email addresses Job Titles or roles. Specific requirements regarding dietary and accessibility needs</p> <p>In addition, any extra specific questions the data controller would like to ask as part of the registration. These could be, but not limited to, awareness questions; and answers may or may not be classified as personal data depending on the questions.</p>
Categories of Data Subject	<p>Client employees/Personnel Supplier/Agency employees/Personnel Various potential audience groups/delegate groups – to include:</p> <ul style="list-style-type: none">• Academia;• Charities;• Government;• Researchers;• Citizens/Public;• Regulators;• Industry;• Healthcare. <p>(full list of potential audiences can be found on pages 134-135).</p>

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union/Member State law to preserve that data	The Parties agree to return or erase Personal Data (in a secure manner) from any computers, storage devices and storage media, as soon as practicable after it has ceased to be necessary for them to retain such Personal Data.

Order Schedule 3 (Continuous Improvement)

1. Client's Rights

- 1.1 The Client and the Agency recognise that, where specified in DPS Schedule 4 (DPS Management), the Client may give CCS the right to enforce the Client's rights under this Schedule.

2. Agency's Obligations

- 2.1 The Agency must, throughout the Contract Period, identify new or potential improvements to the provision of the Goods or Services with a view to reducing the Client's costs (including the Charges) and/or improving the quality and efficiency of the Goods or Services and their supply to the Client.
- 2.2 The Agency must adopt a policy of continuous improvement in relation to the Goods or Services, which must include regular reviews with the Client of the Goods or Services and the way it provides them, with a view to reducing the Client's costs (including the Charges) and/or improving the quality and efficiency of the Goods or Services. The Agency and the Client must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Agency shall produce at the start of each Contract Year a plan for improving the provision of Goods or Services and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Client's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 2.3.1 identifying the emergence of relevant new and evolving technologies;
 - 2.3.2 changes in business processes of the Agency or the Client and ways of working that would provide cost savings and/or enhanced benefits to the Client (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 2.3.3 new or potential improvements to the provision of the Goods or Services including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Goods or Services; and
 - 2.3.4 measuring and reducing the sustainability impacts of the Agency's operations and supply-chains relating to the Goods or Services, and identifying opportunities to assist the Client in meeting their sustainability objectives.
- 2.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Agency to the Client for Approval within six (6) Months following the Start Date.
- 2.5 The Client shall notify the Agency of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working

Days of receipt. If it is rejected then the Agency shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.

- 2.6 The Agency must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Agency shall provide any further information as requested.
- 2.7 If the Client wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Agency must implement such Variation at no additional cost to the Client or CCS.
- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
 - 2.8.1 the Agency shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Agency's progress against the Continuous Improvement Plan.
- 2.9 The Agency shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11 Should the Agency's costs in providing the Goods or Services to the Client be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Client by way of a consequential and immediate reduction in the Charges for the Goods or Services.
- 2.12 If at any time during the Term the Agency reduces its DPS Prices for Goods or Services provided in accordance with the terms of the DPS Contract, the Agency shall immediately reduce the Charges for the Goods or Services under the Order Contract by the same amount. This obligation applies whether or not the Goods or Services are offered in a catalogue provided under the DPS Contract.

Order Schedule 4 (Proposal)

See Annex A above, for details of the Agency's Proposal.

Order Schedule 5 (Pricing Details)

The following pricing/Charges shall be capped/remain firm for the maximum Contract Period. However, the Client will review price variation requests after 24 months; but these must be based upon proven cost pressures and will be limited to a maximum increase equivalent to the rate of prevailing CPI or linked to a specific commodity index if more appropriate.

CHARGES

FEE RATECARD FOR PERSONNEL/RESOURCING ROLES (To apply depending on the requirements of a Project/event)

Redacted under FOIA Sect 43(2) Commercial Interests



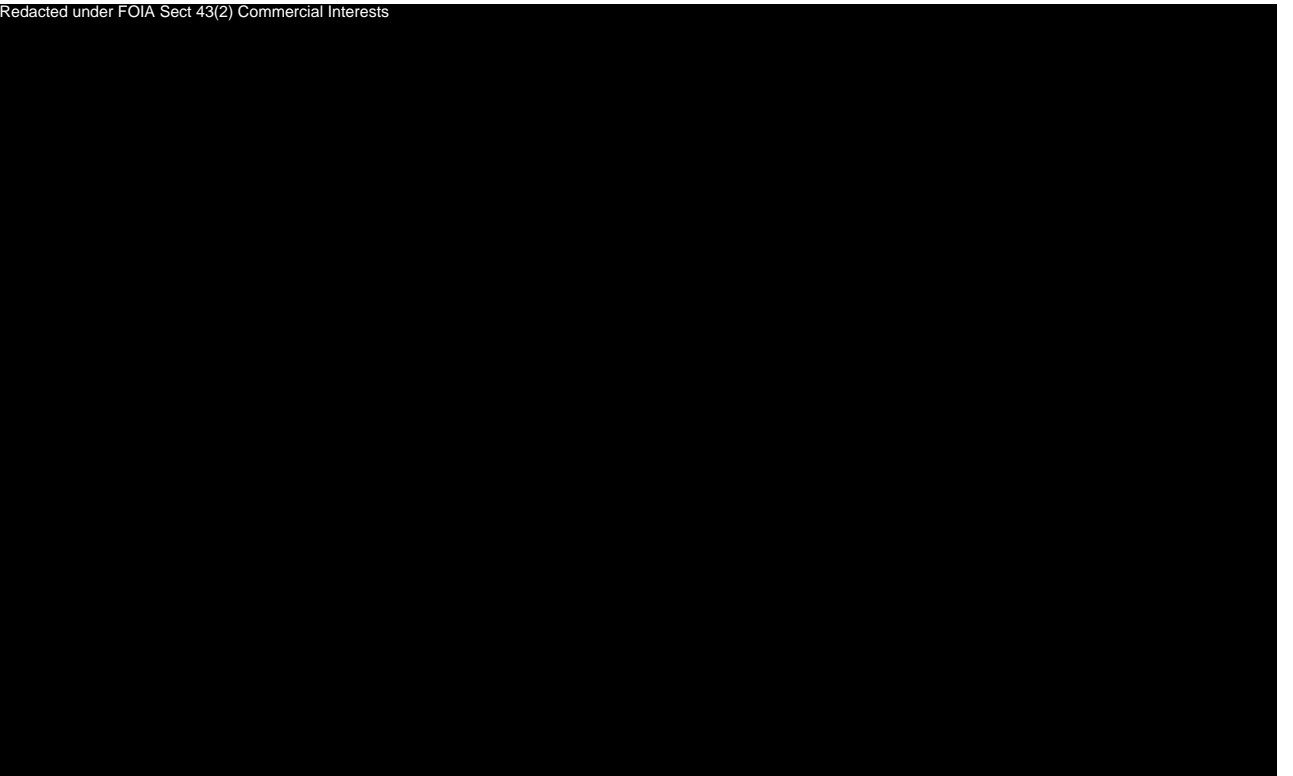
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CHARGES FOR EQUIPMENT AND SERVICES
(To apply depending on the requirements of a Project/event)

Redacted under FOIA Sect 43(2) Commercial Interests

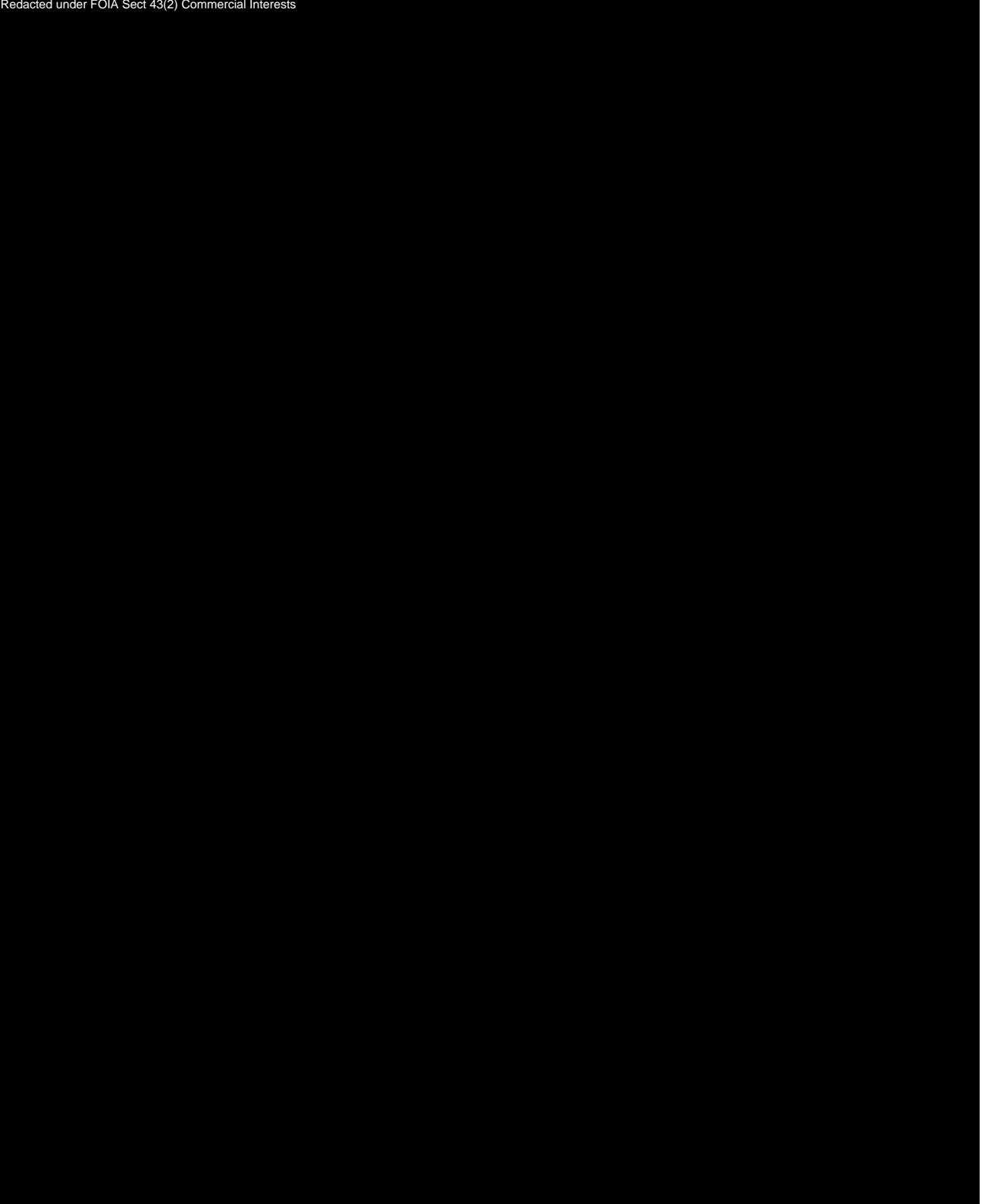


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Redacted under FOIA Sect 43(2) Commercial Interests



BUDGETS

Budgets shall be managed flexibly to handle variations in demand year-on-year and over the Contract Period; the Client's business needs and priorities will dictate the number and type/scale of Projects/events in any given year.

The Order Contract Award value that will be published is £3,800,000.00 excl. VAT.

INVOICING

- 1 All invoices must be submitted electronically to accounts.payable@mhra.gov.uk (copying in the Client's Contract Relationship Manager) in accordance with the payment terms/invoicing milestones agreed for each Project/event. Some Charges like venue and equipment deposits may be paid in advance, but most Charges shall be invoiced in arrears and paid subject to satisfactory delivery of the agreed Services.
- 2 The Client shall pay the Agency the Charges within 30 days of receipt of a valid, undisputed invoice. Each Invoice must include a supporting breakdown of the work that has been completed and associated values.
- 3 The Client has a "no purchase order no pay policy" in place. Any work or expense the Agency undertakes prior to receipt of a purchase order shall be undertaken solely at their risk. Any invoice submitted must display a valid purchase order number and the invoice value must not exceed the value of the purchase order. Invoices not meeting these requirements could be rejected and therefore payment may be delayed.

Order Schedule 7 (Key Supplier/Agency Staff)

- 1.1 The Order Form (Letter of Appointment) lists the key roles ("**Key Roles**") and names of the persons who the Agency shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Agency shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Client may identify any further roles as being Key Roles and, following agreement to the same by the Agency, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Agency shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Client or the Client Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person's employment or contractual arrangement with the Agency or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Agency shall:
 - 1.5.1 notify the Client promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Agency shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least one (1) Month's notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Goods or Services; and
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Client may require the Agency to remove or procure that any Subcontractor shall remove any Key Staff that the Client considers in any respect unsatisfactory. The Client shall not be liable for the cost of replacing any Key Staff.

Order Schedule 8 (Business Continuity and Disaster Recovery)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"BCDR Plan"	has the meaning given to it in Paragraph 2.2 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.3.2 of this Schedule;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Goods or Services, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);
"Disaster Recovery Goods or Services"	the Goods or Services embodied in the processes and procedures for restoring the provision of Goods or Services following the occurrence of a Disaster;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.3.3 of this Schedule;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Goods or Services following the occurrence of a Disaster;
"Related Agency"	any person who provides Goods or Services to the Client which are related to the Goods or Services from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.3 of this Schedule; and
"Agency's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule;

2. BCDR Plan

- 2.1 The Client and the Agency recognise that, where specified in Schedule 4 (DPS Management), CCS shall have the right to enforce the Client's rights under this Schedule.
- 2.2 Within (ninety) 90 Working Days of the Start Date the Agency shall prepare and deliver to the Client for the Client's written approval a plan (a **"BCDR Plan"**),

which shall detail the processes and arrangements that the Agency shall follow to:

- 2.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Goods or Services; and
- 2.2.2 the recovery of the Goods or Services in the event of a Disaster
- 2.3 The BCDR Plan shall be divided into three sections:
 - 2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 2.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
 - 2.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
- 2.4 Following receipt of the draft BCDR Plan from the Agency, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

3. General Principles of the BCDR Plan (Section 1)

- 3.1 Section 1 of the BCDR Plan shall:
 - 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Goods or Services and any goods and/or services provided to the Client by a Related Agency;
 - 3.1.3 contain an obligation upon the Agency to liaise with the Client and any Related Agencies with respect to business continuity and disaster recovery;
 - 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Client and any of its other Related Agency in each case as notified to the Agency by the Client from time to time;
 - 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
 - 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Goods or Services and processes for managing those risks;

- (c) identification of risks arising from the interaction of the provision of Goods or Services with the goods and/or services provided by a Related Agency; and
 - (d) a business impact analysis of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details for the Agency (and any Subcontractors) and for the Client;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.1.11 identify the responsibilities (if any) that the Client has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 provide for the provision of technical assistance to key contacts at the Client as required by the Client to inform decisions in support of the Client's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
 - 3.2.1 the Goods or Services are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Goods or Services and the business operations supported by the provision of Goods or Services.
- 3.4 The Agency shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Agency of this Contract.
- 4. Business Continuity (Section 2)**
- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Goods or Services remain supported and to ensure continuity of the business operations supported by the Services including:
 - 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Goods or Services; and

- 4.1.2 the steps to be taken by the Agency upon resumption of the provision of Goods or Services in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
 - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Goods or Services;
 - 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Goods or Services;
 - 4.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Goods or Services during any period of invocation of the Business Continuity Plan; and
 - 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.
- 5. Disaster Recovery (Section 3)**
- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Agency ensures continuity of the business operations of the Client supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Agency's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 5.2.1 loss of access to the Client Premises;
 - 5.2.2 loss of utilities to the Client Premises;
 - 5.2.3 loss of the Agency's helpdesk or CAFM system;
 - 5.2.4 loss of a Subcontractor;
 - 5.2.5 emergency notification and escalation process;
 - 5.2.6 contact lists;
 - 5.2.7 staff training and awareness;
 - 5.2.8 BCDR Plan testing;
 - 5.2.9 post implementation review process;
 - 5.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Goods or Services during any period of invocation of the Disaster Recovery Plan;

5.2.11 details of how the Agency shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;

5.2.12 access controls to any disaster recovery sites used by the Agency in relation to its obligations pursuant to this Schedule; and

5.2.13 testing and management arrangements.

6. Review and changing the BCDR Plan

6.1 The Agency shall review the BCDR Plan:

6.1.1 on a regular basis and as a minimum once every six (6) Months;

6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and

6.1.3 where the Client requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Agency shall conduct such reviews in accordance with the Client's written requirements. Prior to starting its review, the Agency shall provide an accurate written estimate of the total costs payable by the Client for the Client's approval. The costs of both Parties of any such additional reviews shall be met by the Client except that the Agency shall not be entitled to charge the Client for any costs that it may incur above any estimate without the Client's prior written approval.

6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Goods or Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Agency within such period as the Client shall reasonably require.

6.3 The Agency shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Client a report (a "**Review Report**") setting out the Agency's proposals (the "**Agency's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.

6.4 Following receipt of the Review Report and the Agency's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Agency's Proposals. If the Parties are unable to agree Review Report and the Agency's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

6.5 The Agency shall as soon as is reasonably practicable after receiving the approval of the Agency's Proposals effect any change in its practices or procedures necessary so as to give effect to the Agency's Proposals. Any such change shall be at the Agency's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Goods or Services.

7. Testing the BCDR Plan

7.1 The Agency shall test the BCDR Plan:

7.1.1 regularly and in any event not less than once in every Contract Year;

7.1.2 in the event of any major reconfiguration of the Goods or Services

7.1.3 at any time where the Client considers it necessary (acting in its sole discretion).

7.2 If the Client requires an additional test of the BCDR Plan, it shall give the Agency written notice and the Agency shall conduct the test in accordance with the Client's requirements and the relevant provisions of the BCDR Plan. The Agency's costs of the additional test shall be borne by the Client unless the BCDR Plan fails the additional test in which case the Agency's costs of that failed test shall be borne by the Agency.

7.3 The Agency shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Client and shall liaise with the Client in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Client.

7.4 The Agency shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Client. Copies of live test data used in any such testing shall be (if so required by the Client) destroyed or returned to the Client on completion of the test.

7.5 The Agency shall, within twenty (20) Working Days of the conclusion of each test, provide to the Client a report setting out:

7.5.1 the outcome of the test;

7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and

7.5.3 the Agency's proposals for remedying any such failures.

7.6 Following each test, the Agency shall take all measures requested by the Client to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Agency, at its own cost, by the date reasonably required by the Client.

8. Invoking the BCDR Plan

8.1 In the event of a complete loss of service or in the event of a Disaster, the Agency shall immediately invoke the BCDR Plan (and shall inform the Client promptly of such invocation). In all other instances the Agency shall invoke or test the BCDR Plan only with the prior consent of the Client.

9. Circumstances beyond your control

9.1 The Agency shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

Order Schedule 9 (Security)

Part A: Short Form Security Requirements

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Breach of Security"	<p>the occurrence of:</p> <p>a) any unauthorised access to or use of the Goods or Services, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Client and/or the Agency in connection with this Contract; and/or</p> <p>b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Client and/or the Agency in connection with this Contract,</p> <p>in either case as more particularly set out in the Security Policy where the Client has required compliance therewith in accordance with paragraph 2.2;</p>
"Security Management Plan"	<p>the Agency's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Agency to the Client and as updated from time to time.</p>

2. Complying with security requirements and updates to them

- 2.1 The Client and the Agency recognise that, where specified in DPS Schedule 4 (DPS Management), CCS shall have the right to enforce the Client's rights under this Schedule.
- 2.2 The Agency shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Client that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Agency fully complies with the Security Policy.
- 2.3 Where the Security Policy applies the Client shall notify the Agency of any changes or proposed changes to the Security Policy.

- 2.4 If the Agency believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Goods or Services it may propose a Variation to the Client. In doing so, the Agency must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
- 2.5 Until and/or unless a change to the Charges is agreed by the Client pursuant to the Variation Procedure the Agency shall continue to provide the Goods or Services in accordance with its existing obligations.

3. Security Standards

- 3.1 The Agency acknowledges that the Client places great emphasis on the reliability of the performance of the Goods or Services, confidentiality, integrity and availability of information and consequently on security.
- 3.2 The Agency shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
- 3.2.1 is in accordance with the Law and this Contract;
 - 3.2.2 as a minimum demonstrates Good Industry Practice;
 - 3.2.3 meets any specific security threats of immediate relevance to the Goods or Services and/or the Government Data; and
 - 3.2.4 where specified by the Client in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Agency from time to time.
- 3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Agency should notify the Client's Representative of such inconsistency immediately upon becoming aware of the same, and the Client's Representative shall, as soon as practicable, advise the Agency which provision the Agency shall be required to comply with.

4. Security Management Plan

4.1 Introduction

- 4.1.1 The Agency shall develop and maintain a Security Management Plan in accordance with this Schedule. The Agency shall thereafter comply with its obligations set out in the Security Management Plan.

4.2 Content of the Security Management Plan

- 4.2.1 The Security Management Plan shall:
- (a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
 - (b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Agency;

- (c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Client with access to the Goods or Services, processes associated with the provision of the Goods or Services, the Client Premises, the Sites and any ICT, Information and data (including the Client's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Goods or Services;
- (d) be developed to protect all aspects of the Goods or Services and all processes associated with the provision of the Goods or Services, including the Client Premises, the Sites, and any ICT, Information and data (including the Client's Confidential Information and the Government Data) to the extent used by the Client or the Agency in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Goods or Services;
- (e) set out the security measures to be implemented and maintained by the Agency in relation to all aspects of the Goods or Services and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Goods or Services comply with the provisions of this Contract;
- (f) set out the plans for transitioning all security arrangements and responsibilities for the Agency to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- (g) be written in plain English in language which is readily comprehensible to the staff of the Agency and the Client engaged in the provision of the Goods or Services and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 Development of the Security Management Plan

- 4.3.1 Within sixty (60) Working Days after the Start Date and in accordance with Paragraph 4.4, the Agency shall prepare and deliver to the Client for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 4.3.2 If the Security Management Plan submitted to the Client in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Agency shall amend it within ten (10) Working Days of a notice of non-approval from the Client and re-submit to the Client for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes

as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Client. If the Client does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

4.3.3 The Client shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Client to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

4.3.4 Approval by the Client of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Agency of its obligations under this Schedule.

4.4 Amendment of the Security Management Plan

4.4.1 The Security Management Plan shall be fully reviewed and updated by the Agency at least annually to reflect:

- (a) emerging changes in Good Industry Practice;
- (b) any change or proposed change to the Goods or Services and/or associated processes;
- (c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
- (d) any new perceived or changed security threats; and
- (e) any reasonable change in requirements requested by the Client.

4.4.2 The Agency shall provide the Client with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Client. The results of the review shall include, without limitation:

- (a) suggested improvements to the effectiveness of the Security Management Plan;
- (b) updates to the risk assessments; and
- (c) suggested improvements in measuring the effectiveness of controls.

4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Agency proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Client or otherwise) shall be subject to the Variation Procedure.

4.4.4 The Client may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments

shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

5. Security breach

- 5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Agency shall:
- 5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Client) necessary to:
- (a) minimise the extent of actual or potential harm caused by any Breach of Security;
 - (b) remedy such Breach of Security to the extent possible and protect the integrity of the Client and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
 - (c) prevent an equivalent breach in the future exploiting the same cause failure; and
 - (d) as soon as reasonably practicable provide to the Client, where the Client so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Client.
- 5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Client.

Order Schedule 10 (Exit Management)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Exclusive Assets"	Agency Assets used exclusively by the Agency [or a Key Subcontractor] in the provision of the Goods or Services;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Exit Plan"	the plan produced and updated by the Agency during the Initial Period in accordance with Paragraph 4 of this Schedule;
"Net Book Value"	the current net book value of the relevant Agency Asset(s) calculated in accordance with the DPS Tender or Order Tender (if stated) or (if not stated) the depreciation policy of the Agency (which the Agency shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Agency Assets used by the Agency [or a Key Subcontractor] in connection with the Goods or Services but which are also used by the Agency [or Key Subcontractor] for other purposes;
"Registers"	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Client receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Client internally and/or by any third party;

"Replacement Services"	any services which are substantially similar to any of the Services and which the Client receives in substitution for any of the Services following the End Date, whether those goods are provided by the Client internally and/or by any third party;
"Termination Assistance"	the activities to be performed by the Agency pursuant to the Exit Plan, and other assistance required by the Client pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of this Schedule;
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Agency is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Client ;
"Transferable Contracts"	Sub-Contracts, licences for the Agency's software, licences for third party software or other agreements which are necessary to enable the Client or any Replacement agency to provide the Goods or Services or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

2. Agency must always be prepared for contract exit

- 2.1 The Agency shall within thirty (30) days from the Start Date provide to the Client a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 2.2 During the Contract Period, the Agency shall promptly:
 - 2.2.1 create and maintain a detailed register of all Agency Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value)

and Sub-contracts and other relevant agreements required in connection with the Goods or Services; and

2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Agency provides the Goods or Services ("**Registers**").

2.3 The Agency shall:

2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and

2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Client) at the request of the Client to the Client (and/or its nominee) and/or any Replacement Agency upon the Agency ceasing to provide the Goods or Services (or part of them) and if the Agency is unable to do so then the Agency shall promptly notify the Client and the Client may require the Agency to procure an alternative Subcontractor or provider of Goods or Services.

2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

2.5 The Agency shall ensure at no cost to the Client that all digital data that is the Existing IPR of the Client or New IPR to be assigned to the Client can be identified and returned to the Client in an open format on demand and advise the Client of any Transferable Contracts and technical information that would assist in the continued use of such data.

3. Assisting re-competition for Goods or Services

3.1 The Agency shall, on reasonable notice, provide to the Client and/or its potential Replacement Agencies (subject to the potential Replacement Agencies entering into reasonable written confidentiality undertakings), such information (including any access) as the Client shall reasonably require in order to facilitate the preparation by the Client of any invitation to tender and/or to facilitate any potential Replacement Agencies undertaking due diligence (**the "Exit Information"**).

3.2 The Agency acknowledges that the Client may disclose the Agency's Confidential Information (excluding the Agency's or its Subcontractors' prices or costs) to an actual or prospective Replacement Agency to the extent that such disclosure is necessary in connection with such engagement.

3.3 The Agency shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Client within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Goods or Services (and shall consult the Client in relation to any such changes).

3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Goods or Services; and not be disadvantaged in any procurement

process compared to the Agency.

4. Exit Plan

- 4.1 The Agency shall, within three (3) Months after the Start Date, deliver to the Client an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Client.
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
 - 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
 - 4.3.2 how the Goods or Services will transfer to the Replacement Agency and/or the Client;
 - 4.3.3 details of any contracts which will be available for transfer to the Client and/or the Replacement Agency upon the Expiry Date together with any reasonable costs required to effect such transfer;
 - 4.3.4 proposals for the training of key members of the Replacement Agency's staff in connection with the continuation of the provision of the Goods or Services following the Expiry Date;
 - 4.3.5 proposals for providing the Client or a Replacement Agency copies of all documentation (including without limitation database schema and any other digital resources) relating to the use and operation of the Goods or Services and required for their continued use;
 - 4.3.6 proposals for the assignment or novation of all services utilised by the Agency in connection with the supply of the Goods or Services;
 - 4.3.7 proposals for the identification and return, or transfer to the Replacement Agency, of all Client Assets in the possession of and/or control of the Agency or any third party;
 - 4.3.8 proposals for the disposal of any redundant Goods or Services and materials;
 - 4.3.9 how the Agency will ensure that there is no disruption to or degradation of the Goods or Services during the Termination Assistance Period; and
 - 4.3.10 any other information or assistance reasonably required by the Client or a Replacement Agency.
- 4.4 The Agency shall:
 - 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:

- (a) every twelve (12) months throughout the Contract Period; and
 - (b) no later than twenty (20) Working Days after a request from the Client for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
 - (d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Goods or Services (including all changes under the Variation Procedure); and
- 4.4.2 jointly review and verify the Exit Plan if required by the Client and promptly correct any identified failures.
- 4.5 Only if (by notification to the Agency in writing) the Client agrees with a draft Exit Plan provided by the Agency under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Agency.

5. Termination Assistance

- 5.1 The Client shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Agency (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
- 5.1.1 the nature of the Termination Assistance required; and
 - 5.1.2 the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.
- 5.2 The Client shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:
- 5.2.1 no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and
 - 5.2.2 the Client shall notify the Agency of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.
- 5.3 The Client shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Agency.
- 5.4 In the event that Termination Assistance is required by the Client but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Agency will provide the Termination Assistance in good

faith and in accordance with the principles in this Schedule and the last Client approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the Agency shall:
- 6.1.1 continue to provide the Goods or Services (as applicable) and otherwise perform its obligations under this Contract and, if required by the Client, provide the Termination Assistance;
 - 6.1.2 provide to the Client and/or its Replacement Agency any reasonable assistance and/or access requested by the Client and/or its Replacement Agency including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Goods or Services to the Client and/or its Replacement Agency;
 - 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Client;
 - 6.1.4 subject to Paragraph 6.3, provide the Goods or Services and the Termination Assistance at no detriment to the Key Performance Indicators (KPI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Agency's obligations under this Contract;
 - 6.1.5 at the Client's request and on reasonable notice, deliver up-to-date Registers to the Client;
 - 6.1.6 seek the Client's prior written consent to access any Client Premises from which the de-installation or removal of Agency Assets is required.
- 6.2 If it is not possible for the Agency to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Client, any additional costs incurred by the Agency in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3 If the Agency demonstrates to the Client's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Agency's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels accordingly.

7. Obligations when the contract is terminated

- 7.1 The Agency shall comply with all of its obligations contained in the Exit Plan.
- 7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Agency's performance of the Goods or Services and the Termination Assistance), the Agency shall:
- 7.2.1 vacate any Client Premises;
 - 7.2.2 remove the Agency Equipment together with any other materials used by the Agency to supply the Goods or Services and shall leave the Sites in a clean, safe and tidy condition. The Agency is solely responsible for making good any damage to the Sites or any objects

contained thereon, other than fair wear and tear, which is caused by the Agency;

7.2.3 provide access during normal working hours to the Client and/or the Replacement Agency for up to twelve (12) Months after expiry or termination to:

- (a) such information relating to the Goods or Services as remains in the possession or control of the Agency; and
- (b) such members of the Agency Staff as have been involved in the design, development and provision of the Goods or Services and who are still employed by the Agency, provided that the Client and/or the Replacement Agency shall pay the reasonable costs of the Agency actually incurred in responding to such requests for access.

7.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Client to the Agency in relation to the Goods or Services shall be terminated with effect from the end of the Termination Assistance Period.

8. Assets, Sub-contracts and Software

8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Agency shall not, without the Client's prior written consent:

- 8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Goods or Services; or
- 8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Agency Assets or acquire any new Agency Assets.

8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Agency, the Client shall notify the Agency setting out:

8.2.1 which, if any, of the Transferable Assets the Client requires to be transferred to the Client and/or the Replacement Agency ("**Transferring Assets**");

8.2.2 which, if any, of:

- (a) the Exclusive Assets that are not Transferable Assets; and
- (b) the Non-Exclusive Assets,

the Client and/or the Replacement Agency requires the continued use of; and

8.2.3 which, if any, of Transferable Contracts the Client requires to be assigned or novated to the Client and/or the Replacement Agency (the "**Transferring Contracts**"),

in order for the Client and/or its Replacement Agency to provide the Goods or Services from the expiry of the Termination Assistance Period. The Agency shall provide all reasonable assistance required by the Client and/or its

Replacement Agency to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Goods or Services or the Replacement Goods and/or Replacement Services.

- 8.3 With effect from the expiry of the Termination Assistance Period, the Agency shall sell the Transferring Assets to the Client and/or the Replacement Agency for their Net Book Value less any amount already paid for them through the Charges.
- 8.4 Risk in the Transferring Assets shall pass to the Client or the Replacement Agency (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 8.5 Where the Client and/or the Replacement Agency requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Agency shall as soon as reasonably practicable:
 - 8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Client and/or the Replacement Agency to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
 - 8.5.2 procure a suitable alternative to such assets, the Client or the Replacement Agency to bear the reasonable proven costs of procuring the same.
- 8.6 The Agency shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Client and/or the Replacement Agency. The Agency shall execute such documents and provide such other assistance as the Client reasonably requires to effect this novation or assignment.
- 8.7 The Client shall:
 - 8.7.1 accept assignments from the Agency or join with the Agency in procuring a novation of each Transferring Contract; and
 - 8.7.2 once a Transferring Contract is novated or assigned to the Client and/or the Replacement Agency, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Agency does the same.
- 8.8 The Agency shall hold any Transferring Contracts on trust for the Client until the transfer of the relevant Transferring Contract to the Client and/or the Replacement Agency has taken place.
- 8.9 The Agency shall indemnify the Client (and/or the Replacement Agency, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Client (and/or Replacement Agency) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

9. No charges

- 9.1 Unless otherwise stated, the Client shall not be obliged to pay for costs incurred by the Agency in relation to its compliance with this Schedule.

10. Dividing the bills

- 10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Client and/or the Replacement and the Agency as follows:

10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

10.1.2 the Client or Replacement Agency (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

10.1.3 the Agency shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Order Schedule 20 (Order Specification)

This Schedule sets out the characteristics of the Goods or Services that the Agency will be required to make available to the Client under this Order Contract. Also includes expected Service Levels (now supplemented by agreed Social Value metrics) below.

(This Client Specification/Scope may be superseded by aspects of the Agency's Tender Proposal as appropriate – see Annex A above. An updated list of Service Levels is included below).

PURPOSE AND OBJECTIVES

The Medicines and Healthcare products Regulatory Agency (hereafter referred to as the Buyer or the MHRA) – the Client - is seeking support with the management and delivery of a range of events from a Supplier/external events company who can provide an end-to-end event management service when needed, as well as offer the flexibility of providing limited support for some events.

The support needed shall include, but is not limited to: venue and speaker searches and bookings; logistical delivery; promotional and delegate engagement tools; e-commerce and financial processing and reconciliation; post event evaluations; and project management.

Events are a key aspect of the MHRA's communications strategy. The strategy outlines MHRA's mission to develop and deliver a high-quality, income-generating events programme which contributes to the work of the MHRA in challenging political and healthcare environments. Many events enhance the MHRA's reputation as UK regulator, commanding public confidence and showing our value in the fields of public health expertise and scientific integrity and innovation. The programme of events shall deliver the messages and objectives within the corporate plan.

The audience for the events programme are MHRA customers, stakeholders and partners which currently comprise: the medicines and medical devices industry, and their trade bodies; healthcare professionals, their trade bodies and other members of the health family including the NHS and Department of Health; patients and the public; academia; clinical research organisations; other global regulators and government bodies; health charities; and MHRA staff.

The events programme consists of external speaking opportunities, exhibiting at external conferences and approximately 25 plus MHRA-run events every financial year. External exhibiting opportunities and exhibitions are all planned and delivered exclusively by the MHRA's two-person events team; some Supplier support may be requested to assist the team. The MHRA run events are managed by the internal MHRA Events Team in conjunction with the external events company. The role of this Supplier will vary on a case-by-case basis for each event, with the level of support agreed per event.

The MHRA run events can vary from small workshops for approx. 50 people hosted in-house at the MHRA's offices, to webinars, to multi-day conferences hosted off-site and attended by up to 450 delegates per day.

MHRA staff events for different levels of seniority are managed by the Internal

Communications team in conjunction with the MHRA Events Team.

The Requirements shall be called off as required, under a Standby Agreement contracting approach with an Order Contract awarded for a fixed period of time (Contract Period) to cover support on a number of events, with details and Charges to be agreed per project/event. There will be variations in demand over the Contract Period, and we cannot guarantee a minimum or any volume of work. The Supplier shall take responsibility for agreed activities.

BACKGROUND TO THE BUYER

The MHRA are the UK regulator of medicines, medical devices and blood components for transfusion. We improve the health of millions of people every day by making sure healthcare products in the UK meet the highest standards and are safe to use.

Our responsibilities are to:

- ensure medicines, medical devices and blood components for transfusion meet standards of safety, quality and efficacy (effectiveness).
- communicate with transparency to the public and healthcare professionals about the risks and benefits of medicines, medical devices and blood components, leading to safer and more effective use.
- ensure safe supply chains for medicines, medical devices and blood components.
- enable innovation and research and development that is beneficial to public health.
- promote testing, international standardisation and harmonisation to assure the effectiveness and safety of biological medicines.
- collaborate with partners in the UK and internationally to support our mission to enable the earliest access to safe medicines and medical devices and to protect public health.

We put patients first in everything we do, right across the lifecycle of the products we regulate.

The expert staff are in based at facilities in London and Hertfordshire.

More information can be found at: www.gov.uk/mhra and our Corporate Plan 2023-2026 defining our strategic direction over the next three years at: MHRA Corporate Plan: 2023 to 2026 and Business Plan: 2023 to 2024 - GOV.UK (www.gov.uk).

SCOPE OF REQUIREMENTS/RESPONSIBILITIES

OVERVIEW

The Buyer/MHRA requires the appointment of a Supplier who has experience of and expertise in planning, delivering, evaluating and project managing events, conferences, webinars, seminars, exhibitions, and speaker appointments. The Supplier shall assist the Buyer in optimising any aspect of its programme of external and internal events and webinars.

Events are a key aspect of the MHRA's communications strategy. The strategy outlines our mission to develop and deliver a high-quality, income-generating events programme which contributes to the work of the MHRA in challenging political and healthcare environments. The events programme is an important income generator for the Buyer; although these are balanced with a range of non-income generating events as well. Redacted under FOIA Sect 43(2) Commercial Interests

The need to deliver a successful income generating events programme where costs are minimised, and surpluses are maximised has never been more important to ensure we meet our strategy.

Colleagues from across the MHRA also attend external exhibitions and speaking engagements each year and some of this activity is supported by the MHRA's Events Team, with the in-house two-person events team.

The MHRA need the support of a Supplier to work with the MHRA Events Team to project manage and support delivery of our yearly events programmer, ensuring events meet the needs of stakeholders, communicate our messages effectively, enhance our reputation and continue to generate an income where applicable. Requirements shall be called off as required (on an ad hoc basis).

In most cases we shall endeavour to provide a lead time for each project/event of around four weeks minimum, however there may be cases where we will need to work to shorter timeframes and would need the Supplier to have the capacity and flexibility to respond more quickly as needed.

The types of income and non-income generating events conducted over the last two years have included:

- In-person events
- Virtual events
- Hybrid events.

Events help to raise our profile as UK regulator across the UK and internationally, showing leadership in the fields of public health expertise and scientific integrity and innovation.

The target audiences for the events programme (MHRA customers, stakeholders and partners) currently comprise the following groups:

NO.	AUDIENCE GROUP
1A.	ACADEMIA - RESEARCH
1B.	ACADEMIA - SPONSOR
2A.	CHARITIES - HEALTHCARE
2B.	CHARITIES - MEDICAL RESEARCH
3A.	CITIZENS - GENERAL PUBLIC
3B.	CITIZENS - PATIENTS/PATIENT GROUPS
4A.	CLINICAL RESEARCH ORGANISATION - RESEARCHERS

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5A.	FUNDERS - GRANT PROVIDERS
6A.	GOVERNMENT - HEALTH 'FAMILY'
6B.	GOVERNMENT - LIFE SCIENCES
6C.	GOVERNMENT - PARLIAMENTARIANS
6D.	GOVERNMENT - OTHER
7A.	HEALTHCARE - CLINICAL COMMISSIONING GROUPS
7B.	HEALTHCARE - FRONTLINE HEALTHCARE PROFESSIONALS
7C.	HEALTHCARE - GPs
7D.	HEALTHCARE - NHS/GOVERNMENT DEPARTMENT
7E.	HEALTHCARE - SCIENTIFIC SPECIALTY (ANY)
7F.	HEALTHCARE - PROFESSIONAL BODY
8A.	INDUSTRY (BIOLOGICAL MEDICINES) - RESEARCHERS
8B.	INDUSTRY (MEDICAL DEVICES) - INNOVATORS
8C.	INDUSTRY (MEDICAL DEVICES) - MANUFACTURERS
8D.	INDUSTRY (PHARMACEUTICAL) - GENERICS
8E.	INDUSTRY (PHARMACEUTICAL) - INNOVATORS
8F.	INDUSTRY (PHARMACEUTICAL) - RESEARCHERS
8G.	INDUSTRY (PHARMACEUTICAL) - SMEs
8H.	INDUSTRY (BLOOD PRODUCTS) - GENERAL
8I.	INDUSTRY (PHARMACEUTICAL) - TRADE BODIES
8J.	INDUSTRY (MEDICAL DEVICES) - TRADE BODIES
8K.	INDUSTRY (MEDICAL DEVICES) - SMEs
9A.	REGULATORS - INTERNATIONAL (NON-EU/EEA)
9B.	REGULATORS - MEDICAL DEVICES (COMPETENT AUTHORITIES)
9C.	REGULATORS - MEDICAL DEVICES (NOTIFIED BODIES)
9D.	REGULATORS - MEDICINES
9E.	REGULATORS - MEDICINES (COMPETENT AUTHORITIES)
9F.	REGULATORS - PHARMACOPOEIA
9G.	REGULATORS - OTHER
10A.	MHRA STAFF

Many of the events will involve engagement with very senior level representatives from the Buyer's audiences, across government, the life sciences industry here and internationally; and it is therefore imperative that we have confidence in the Supplier

Staff. The Supplier shall be working on behalf of the Buyer and must ensure our reputation is not impacted negatively.

SUPPLIER RESPONSIBILITIES

The MHRA will require varying levels of support from the Supplier across a varied events programme, but all events must be delivered with professionalism. An overview of the key activities which may be delivered by the Supplier (list not exhaustive), as agreed with the Buyer include:

Project management

Coordinating with the MHRA's Events Team, the Supplier will play a key role in the project management of relevant events. For events such as webinars and in-house events, the Supplier will typically have minimal responsibilities, but for larger events the Supplier will be involved in most aspects of the event management and delivery. Potential support shall include:

- Timeline planning
- Creation of cost schedules
- Health & Safety/risk assessment and ensuring accessibility needs are met (for all types of in-person events and exhibitions). The Supplier will need to have and ensure correct and sufficient insurances are in effect.
- Development of systems and microsites
- Delegate management and administration
- Managing delegate enquiries
- Venue searches including providing options and recommendations for our review, booking and payment (unless otherwise agreed), and venue management; to also include catering and AV provision as needed. The Buyer may choose to use in-house premises to host some events, and may also use venues we have arrangements with.
- Giving the Buyer access to the registration interface/dashboard for each event so we can view and monitor delegate details, ticket sales etc
- Event merchandise
- Working with other MHRA suppliers and partners as needed.

On-site management / logistical delivery

For all larger and complex high profile events it is expected the Supplier would deploy a production manager, project manager, production crew, sound and AV crew, event support staff and security on-site to oversee the delivery of the event including Health & Safety provision. Potential support shall include:

Project administration:

- Delegate communications
- Speaker communications
- Delegate registrations
- Invoicing of delegates.

Production:

- Stage set
- Stage furniture
- Printed graphics
- Digital graphics
- Staging
- AV supply, set-up and management
- Lighting and gel graphics
- Filming and post production
- Real time and post event transcription
- Meeting the requirement for sign language if needed.

Design and print:

- Name badges and name plates
- Signage
- Event materials e.g. pull up banners, sock banners, exhibition stands (as required).

Interactive

Potential support shall include:

- Delivery and management of event microsites (all marketing activity shall be led by MHRA):
 - Event website and registration
 - Delegate hub (access to slide decks and documents, post event , recordings, pre-submitted questions, other delegate details, social wall etc.)
- Delivery and management of app/web browser app to facilitate two-way interaction at events
- Supply of additional interactive technology if needed
- Webinars
- Videography
- Live streaming
- Video-on demand.

Any web accessed systems used for these Services must adhere to public sector accessibility requirements. Any systems holding Personal Data and your data procedures must be UK GDPR compliant.

E-commerce and financial processing and reconciliation

Potential support shall include:

- Invoicing of delegates/facilitating payment for event fees and then paying the total fees to the Buyer post event – the Buyer will invoice the Supplier to reclaim the fees
- Payment of any third-party charges/invoices.

Post event evaluation

- The post event report shall include but shall not be limited to the following details: financial reconciliation; registrations; use of Interactives; Virtual event hub stats; live viewing stats; recommendations for improvement etc. The Parties shall hold a virtual wash-up meeting on completion of each event to discuss the report and to identify what went well, what could be improved upon and any learning points for future events.

Exhibitions

Potential support shall include:

- Exhibition stands
- Furniture
- Storage, set up and break down
- Electricity on-site (if not provided by venue).

External speakers

- Sourcing and booking external speakers (which may include speakers with a particular specialism)
- Facilitating speaker briefings.

Innovative approaches

The MHRA are keen to explore using the latest techniques and methods in the field, so would expect the Supplier to be able to advise us on emerging market trends and any approaches which would help us to improve delegate experience, improve content delivery methods, or help us to develop new event products; as well as any ways of adding value e.g. with innovation to maximise cost efficiency for the Buyer.

BUYER RESPONSIBILITIES

The Buyer/MHRA shall retain responsibility for:

- Overall project management – one of the MHRA's Event Managers will lead every project and take responsibility for decision making in relation to the project/event.
- Marketing – all event marketing is currently managed in-house or with other suppliers.
- PR – any PR activity connected to events is managed in-house or with other suppliers.
- Digital and social media – social media before, during and after the event is managed internally or with other suppliers.
- On-site management – on-site management is shared between the MHRA's Events Team and the Supplier/external events company for our

larger events.

- Smaller internal events – we run a number of smaller events (with up to/approx. 50 delegates) which may be hosted at the MHRA's offices and/or externally, which are largely managed by the MHRA's Events Team; although some Supplier support may still be required.
- Relationship management – all liaison with internal experts, teams and divisions is managed by the MHRA Event Manager for the project.
- Branding – providing direction on brand application and the review and sign off any branded materials.
- Event evaluation – post event evaluation will be conducted by the MHRA's Events Team. The Supplier's post event report (as described above) will form part of the evaluation.

MHRA also have a number of events that are planned and delivered by the MHRA's two-person events team / Internal Communications Team e.g. some webinars and exhibitions, external exhibiting opportunities, and some MHRA staff events, but which in the future may require some support from the Supplier.

EXPECTATIONS OF ANNUAL EVENTS PROGRAMME

The programme of events may cover, but shall not be limited to the following:

- Large (250+ delegates) hybrid or fully in-person events, which are both income and non-income generating and take place at external venues. For example the 2 day GMDP Symposium, which aims to provide the latest information and guidance on changing legislation in the field of Good Manufacturing and Distribution Practice. The event provides a learning experience addressing key topics and compliance trends observed by GMDP inspectors, whilst also allowing for networking between delegates and submission of questions to the inspectors.

We would expect to run between 1-4 large events each year.

- Medium (100 - 250 delegates) hybrid or fully in-person events, which are both income and non-income generating and take place at external venues or the MHRA offices. For example the biannual WHO Influenza meeting, which aims to bring together key people involved in the global control of influenza by vaccines.

We would expect to run between 4-6 medium events each year.

- Small (up to 100 delegates) hybrid and fully in-person events, which are both income and non-income generating and take place at external venues or the MHRA offices. For example the bimonthly MHRA Board Meetings held in public, which aims to cover the scope of MHRA's work, with the opportunity for public observers to submit questions on items relating to the agenda, which are then addressed at the end of the meeting.

We would expect to run between 6-10 small events each year.

- Webinars of any size (up to 3,000 delegates), which are both income and non-income generating. For example webinars that communicate new as

well as updates to existing regulatory guidance i.e. Established Medicines.

We would expect to run between 10-20 webinars each year.

The final annual programme will be shared with the appointed Supplier, but will always be subject to change as business priorities dictate the focus of our activities. We expect a changing programme of events each year, although some events may appear on the schedule regularly/annually.

The programme of events is run by the MHRA Events Team and will deliver the messages and objectives within our corporate plan. The events programme also includes a number of exhibitions, speaking engagements and MHRA staff events which are planned and delivered by the in-house two-person events team / Internal Communications Team, but which may require some support from the Supplier.

Events can be held across the whole of the UK and at a range of venues; for example at the Novotel London West, QEII conference Centre, ETC venues, Hilton Glasgow and the Midland Hotel in Manchester. The Supplier shall be expected to provide options and recommendations on appropriate venues. The Buyer will confirm if the MHRA offices are suitable and available for use. The appointed Supplier will have the opportunity to make site visits to check out the facilities.

The Buyer shall commission Projects/events on an ad hoc basis as required, with the specific requirements (level of support) and deliverables outlined in each project/event brief (and Charges agreed). Budgets shall be managed flexibly to handle variations in demand year-on-year and over the Contract Period; our business needs and priorities will dictate the number and type/scale of events in any given year, but we expect to

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SUPPLIER STAFF AND RESOURCING

The Supplier must have experience of and expertise in planning, delivering, evaluating and project managing a range of Projects/events. The Services shall involve delivering events which facilitate engagement with very senior level representatives from the Buyer's most important stakeholder and customer groups, across government and the life sciences industry here and internationally; it is therefore imperative that there is confidence in the Supplier Staff and their ability to take responsibility for and undertake relevant activities, with professionalism.

The Supplier shall ensure that all Supplier Staff and any sub-contractors' personnel (if applicable) assigned to the Buyer's Order Contract shall be suitably experienced and skilled to deliver the Services for which they are employed and their nominated role on the Contract.

Any key team members should have been subjected to pre-employment checks in accordance with HMG Baseline Personnel Security Standard (BPSS) – see link <https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>

The Supplier shall assign an experienced Contract Manager and deputy to oversee the performance of the Order Contract and to manage the relationship with the Buyer's representatives. Some operational staff may also be made available.

In addition, the Supplier may nominate separate experienced project manager(s) for events (the numbers should be kept to a minimum).

The Supplier's Contract Manager and other essential Supplier Staff shall be considered Key Staff, and all reasonable endeavours should be made to ensure continuity for Key Staff roles throughout the Contract Period. The Supplier shall not replace Key Staff unless absolutely necessary, and any change must be communicated to the Buyer no less than one month in advance of the planned change; the replacement for a key role must be for an equivalent resource with similar level of qualifications and experience appropriate for that role.

The Supplier and the nominated Supplier Staff/resourcing must be free from having any actual or potential conflicts of interest, to ensure independence. The Supplier must ensure it checks and confirms its position and makes any relevant declarations where an actual or potential conflict is identified with possible mitigations (conflict mitigations shall be reviewed by the Buyer to confirm whether a manageable or insurmountable conflict exists).

The Supplier may have access to confidential and/or sensitive information, which the Supplier shall warrant to keep secure and confidential, and to only disclose to relevant team members, to the Buyer, or as agreed with the permission of the Buyer.

Although the question of whether the Transfer of Undertaking (Protection of Employment)/TUPE applies or not in any tendering situation is a legal matter between the outgoing and incoming supplier, it is the Buyer's view that it is unlikely to apply for this Order Contract.

SOCIAL VALUE COMMITMENTS

The Supplier shall agree, in providing the required Services and performing its obligations under the Order Contract, that it will deliver social value commitments.

The Buyer has asked for details of a commitment in regards to themes 2: Tackling economic inequality and 5: Wellbeing.

CONTINUOUS IMPROVEMENT AND QUALITY

The Supplier shall seek service improvements, innovations, and efficiencies in the delivery of these Services to optimise performance and value for money throughout the Contract Period. Potential suggestions for improvements will be reviewed at the Progress/Performance Review Meetings.

On completion of each event, the Supplier shall produce a post event report, and the Parties shall hold a virtual wash-up meeting to review the report and to identify what went well, what could be improved upon and any learning points for future events.

The Services must be carried out using all reasonable skill and due diligence, and in accordance with good industry practice. The Supplier shall work to agreed Service Levels which will be regularly monitored. The Supplier shall assure quality is embedded in its delivery to ensure the required Buyer outcomes and objectives are met, and our reputation is enhanced.

The Supplier should have robust quality management systems and processes in place

to implement for these Services, equivalent to quality certification ISO 9001 standard or other equivalent standard, and may also hold an accreditation.

SERVICE LEVELS AND PERFORMANCE

The Buyer shall monitor the quality of the Supplier's Services and deliverables. The Supplier shall be required to work to agreed Service Levels.

The following Service Levels for monitoring shall apply (no service credit regime):

Tasks/Indicators	Targets (timelines may be extended as agreed)
Acknowledgement of an instruction for an event (by email – telephone contact may also be made).	Within 48 hours.
Meet agreed delivery timelines.	To be agreed per Project/event.
Secure data handling and processing procedures to safeguard the confidentiality/protection of information/Personal Data.	No suspected or confirmed security breaches involving the Buyer's information/data or any event delegate Personal Data input into the Supplier's systems.
Contract Manager and relevant operational staff (if applicable) available Monday to Friday (excluding bank holidays) 09.00 to 17.00 - to take instructions, discuss projects and/or handle queries/complaints etc.	Throughout the Order Contract – in agreed operational hours.
Contract Manager (and/or deputy) attendance at the scheduled Progress/Performance Review Meetings – held either virtually or face-to-face if required. (please note ad hoc catch-up/touchpoints will also be arranged – in particular during the course of a project, and a wash-up meeting on completion of an event).	Within the first week of each quarter.
Submission of Progress/Performance Monitoring Reports. (other ad hoc Management Information may also be requested by the Buyer – the timescales shall be agreed). (please note regular progress updates to be provided during a project/event).	Within the first week of each calendar month (this may be changed to quarterly).
Acknowledgement of a complaint from MHRA (by email). Resolution of the complaint (may include escalation as required).	Within 1 Working Day of receipt A remedial/resolution timetable shall be agreed - in accordance with the Supplier's complaints procedure.

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<p>In the event of a delegate complaint, the Supplier shall seek to resolve asap.</p> <p>Where a delegate makes a written complaint to OneTwo, a holding letter will be sent out whilst the matter is investigated; the MHRA will also be notified of all written complaints.</p>	<p>A response for a complex complaint - provided within three working days.</p> <p>A response for a complex complaint (which includes a subcontractor issue) - provided within five working days.</p> <p>A holding letter/response sent to the complainant (to allow time for investigation) - provided within three working days.</p> <p>(The MHRA will also be advised).</p>
All invoices right first time and presented electronically with supporting breakdowns within agreed times.	To be submitted as per the agreed payment terms for each project/event.
All event evaluations (post event reports) and financial reconciliations associated with an event finalised.	To be submitted to the Buyer within one calendar month post event.

Social Value Measurable Impacts for Monitoring and Reporting

Indicators	Areas for measuring impacts
<p>Tackling economic inequality - Increase supply chain resilience & capacity:</p> <p>Progress towards supplier diversity goals.</p>	<ul style="list-style-type: none"> • Percentage of contracts/work awarded to SMEs, VCSES, and mutuals • Amount of money spent with SMEs, VCSEs, and mutuals • Number of new suppliers from local and diverse backgrounds • Number / percentage of suppliers who are signed up to the prompt payment code.
<p>Wellbeing - Improve health and wellbeing policy:</p> <p>Progress towards health and wellbeing goals.</p>	<ul style="list-style-type: none"> • Staff participation in health and wellbeing workshops and quarterly mental health champion meetings to discuss any trends and/or initiatives that need to be implemented • Staff and crew hours working on MHRA events to enable us to identify any trends or issues that may need addressing, ensuring a healthy work-life balance for all • Audit of the 6 standards that form the Mental Health at Work Commitment • Accessibility audit reports for MHRA event websites • OneTwo staff feedback on initiatives via satisfaction surveys and an option for anonymous feedback.

The Service Levels and performance will be monitored and recorded in the Progress/Performance Monitoring Reports and reviewed and discussed by the Parties at the scheduled quarterly Progress/Performance Review Meetings.

In the event of any Service Level failures or issues, remedial actions shall be agreed to improve the Services for the next review period.

SECURITY AND DATA PROTECTION

The Supplier must have appropriate IT systems, personnel and procedural security measures in place (including ensuring compliance from any third party providers as appropriate) to prevent any unauthorised access to, or misuse or leakage of, the Buyer's information and the data received (e.g. delegate data) on behalf of the Buyer as part of this Order Contract, and to prevent it being accidentally disclosed to any unauthorised parties. The Supplier shall have Cyber Essentials certification or equivalent certification <https://www.ncsc.gov.uk/cyberessentials/overview>, and may also hold ISO 27001: Information Security Management certification.

The Supplier shall deliver the service (as applicable) in accordance with the HMG Security Policy Framework **Security policy framework - GOV.UK (www.gov.uk)**

Any web accessed assets and systems used for these Services e.g. the microsites built for delegate registration and Buyer access to the registration interface/dashboard, must adhere to the public sector accessibility requirements as per <https://www.gov.uk/guidance/accessibility-requirements-for-public-sector-websites-and-apps> and **Understanding WCAG 2.2 - Service Manual - GOV.UK (www.gov.uk)**. There shall be no integration with the Buyer's systems.

The Supplier shall ensure that information and data (electronic and physical and Personal Data used in the delivery of this Order Contract Services) shall be collected, held, maintained and transmitted in a secure and confidential manner and in accordance with the Terms of this Order Contract and in full compliance with prevailing Data Protection legislation, UK GDPR and other relevant standards e.g. Government Security Classification Policy rating of OFFICIAL-SENSITIVE. The Supplier's systems must be robust to securely hold any information and data, and the resilience of the systems must safeguard the confidentiality and the integrity of information/Personal Data.

The Supplier should have clear and documented procedures for Data handling and Processing, and the retention and disposal of Personal Data which should be rigorously observed to ensure the protection of the rights of data subjects. The Buyer's preference is for Personal Data not to be transferred, held or processed outside the UK where possible; however, alternative proposals will be reviewed. Delegate registrations with Personal Data will be received and collected on behalf of the Buyer.

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

The Supplier shall hold and operate an up-to-date and robust business continuity and disaster recovery plan.

Non-Functional Technical System Requirements

The Buyer's Infosec team have identified the following list of non-functional technical system requirements which should be satisfied where possible:

CATEGORY	REQUIREMENTS
Access Control/Data Access and password resetting	<p>Authorised users must authenticate onto any system/platform using a unique user name and login credentials, to ensure unauthorised access. The system must be able to detect & report in a log file unauthorised access attempts</p> <p>Approach for users authenticating from outside the Agency network (i.e., over the Internet) must be subject to Multi-Factor Authentication (MFA).</p> <p>The system should monitor inappropriate access, and/or have an audit trail of access or activities (i.e. read, write, modify, delete) that can be traced to an individual.</p> <p>The system shall automatically log the user out of after 15 minutes of inactivity.</p> <p>The solution must provide a security framework to control and administer user access including managing permissions.</p> <p>Users must be able to reset their password in a secure manner.</p>
Compliance and Standards	<p>The solution/system shall adhere to industry standard security and auditing principles/protocols including maintaining a tamper-proof audit log of users accessing the systems (e.g. log in/out times, IP address).</p> <p>The Supplier shall undertake regular penetration testing from third party sources and ensure any potential security vulnerabilities are reported to the MHRA and appropriate action is agreed to ensure security and integrity of the system.</p> <p>The system must provide user access audit logs and these are to be retained according to the Agency Retention and Destruction schedule, including deletion of user data where required by the data privacy requirements.</p> <p>The Supplier shall adopt appropriate transport level security protocols agreed with the agency to ensure data can be securely exchanged between the Supplier's systems and with the existing</p>

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	<p>MHRA systems.</p> <p>The supplier of a cloud solution must establish/demonstrate their compliance with the Cloud security principles outlined/issued by the National Cyber Security Centre and published on their website: https://www.ncsc.gov.uk/collection/cloud-security/implementing-the-cloud-security-principles https://www.ncsc.gov.uk/section/information-for/public-sector#section_2</p>
Configuration Assessment	<p>The systems must be 'hardened' and secure. The condition of the systems can be verified periodically, depending on the level within the requirement, for example by using vulnerability scans of systems and application code.</p> <p>The application code should be written and tested in accordance with a formal software development practice.</p>
Configuration Integrity	<p>Configuration changes must be detectable and be recorded in immutable audit trail. This implies that technologies such as routine, scheduled, continuous, or near-continuous configuration auditing.</p> <p>The configuration of a system can be recovered back to the state that the system was in prior to the modification.</p>
Data Encryption	<p>Transport layer security is implemented for data that is transmitted over a less trusted network, and that encryption is implemented for data at rest.</p>
Resilience	<p>The systems shall be resilient to the loss of some of the logical or physical infrastructure. The system shall ensure no data loss due to unavailability of one or more of underlying infrastructure components.</p> <p>The Supplier shall ensure that the system is safeguarded against any third party security threats such as (but not limited to) DDoS attacks, SQL injections and any hacking attempts.</p>
Secure Development	<p>The solution must be tested against the OWASP Top 10 vulnerabilities.</p> <p>OWASP Top Ten OWASP Foundation</p>

CONTRACT MANAGEMENT AND WORKING ARRANGEMENTS

Each Party shall nominate Contract Management representatives to act as their primary contacts and oversee performance of the Order Contract and Services; the Buyer will assign a Contract Relationship Manager, and the Supplier will assign an experienced Contract Manager and deputy. The relationship between the Parties shall be collaborative, with regular communication to ensure mutual understanding and optimise performance.

In addition, each Party may nominate separate project managers for Projects/events, but the numbers should be kept to a minimum to build up a good working relationship and for continuity.

The Supplier's Contract Manager shall have sufficient capacity and experience of managing contracts of a similar size and complexity. The Contract Manager shall be considered Key Staff and all reasonable endeavours should be made to ensure continuity in this role throughout the Contract Period. The Supplier shall not replace Key Staff unless absolutely necessary and any change must be communicated to the Buyer no less than one month in advance of any planned change; the replacement for a key role must be for an equivalent resource with similar level of qualifications and experience appropriate for that role.

The Supplier's Contract Manager's role shall include but shall not be limited to: responsibility for managing the Contract relationship with the Buyer's representatives, including attending the scheduled Progress/Performance Review Meetings (face to face/virtual-video conferencing) and providing the agreed Progress/Performance Monitoring Reports./MI; communication; resourcing allocation and management; service planning and seeking continuous improvement; monitoring the quality of performance/Service Levels and for complaint resolution and escalation; and risk and cost management.

The Supplier shall manage any sub-contractors where used, to ensure their performance and seamless delivery across the supply chain.

The Parties shall communicate with each other by email, telephone and face-to-face channels. Regular ad hoc catch-ups/touchpoints (especially during a project/event) and scheduled Progress/Performance Review Meetings shall be arranged (held either virtually or face-to-face). The Supplier shall provide the Buyer with regular project progress updates, at key milestones for a project/event.

On completion of each event, the Supplier shall produce a post event report and the Parties shall hold a virtual wash-up meeting to review the report and to identify what went well, what could be improved upon and any learning points for future events.

The Supplier shall work to agreed Service Levels. The Service Levels and performance will be monitored and documented in the Progress/Performance Monitoring Reports for review.

The Supplier shall have a robust complaints and escalation procedure.

The scheduled Progress/Performance Review Meetings will be the forum for the review by the Parties of the Progress/Performance Monitoring Reports and any ad hoc Management Information (MI), the projected pipeline, suggestions for potential continuous improvements, market trends and emerging issues etc. These meetings shall take place within the first week of each quarter and may be held virtually or at the

Buyer's Canary Wharf offices or as otherwise agreed. The Supplier's Contract Manager (and/or deputy) shall attend and minute these meetings.

The Supplier shall supply the Performance Management/Monitoring Reports within the first week of each calendar month (may be changed to a quarterly frequency); the format and content shall be agreed, but to include (as a minimum) an overview of all projects in that financial year with their status e.g. in progress, completed etc, estimated and final costs/Charges, and performance against Service Levels. On occasion, the Buyer may request ad hoc MI (to be provided at no additional cost).

The Supplier's Contract Manager and operational staff (if applicable) should be contactable Monday to Friday (excluding bank holidays) between 09.00 to 17.00 to take instructions, discuss projects and/or handle queries/complaints etc. We shall endeavour to provide a lead time for each project/event instruction of around four weeks minimum, however there may be cases where we will need to work to shorter timeframes and would need the Supplier to have the capacity to respond more quickly as needed.

The Supplier shall be expected to support the exit process with termination assistance for any future re-competition and transition, including transferring across any Projects/events started; although some dual running may be agreed. The Supplier shall facilitate and support the orderly transition of Services to any new/replacement Supplier, as appropriate.

Core Terms – DPS

RM6124 Communications Marketplace

1. Definitions used in the Contract

- 1.1 Interpret this Contract using Joint Schedule 1 (Definitions).

2. How the Contract works

- 2.1 The Agency is eligible for the award of Order Contracts during the DPS Contract Period.
- 2.2 CCS does not guarantee the Agency any exclusivity, quantity or value of work under the DPS Contract.
- 2.3 CCS has paid one penny to the Agency legally to form the DPS Contract. The Agency acknowledges this payment.
- 2.4 If the Client decides to buy Deliverables under the DPS Contract it must use DPS Schedule 7 (Order Procedure) and must state its requirements using DPS Schedule 6 (Letter of Appointment Template and Order Schedules). If allowed by the Regulations, the Client can:
- (a) make changes to DPS Schedule 6 (Letter of Appointment Template and Order Schedules);
 - (b) create new Order Schedules;
 - (c) exclude optional template Order Schedules; and/or
 - (d) use Special Terms in the Letter of Appointment to add or change terms.
- 2.5 Each Order Contract:
- (a) is a separate Contract from the DPS Contract;
 - (b) is between a Agency and a Client;
 - (c) includes Core Terms, Schedules and any other changes or items in the completed Letter of Appointment; and
 - (d) survives the termination of the DPS Contract until its own End Date.
- 2.6 Where the Agency is approached by any Other Contracting Authority requesting Goods or Services or substantially similar goods or services, the Agency must tell them about this DPS Contract before accepting their order.
- 2.7 The Agency acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract.

When information is provided by a Relevant Authority no warranty of its accuracy is given to the Agency.

- 2.8 The Agency will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
- (a) verify the accuracy of the Due Diligence Information; or
 - (b) properly perform its own adequate checks.
- 2.9 CCS and the Client will not be liable for errors, omissions or misrepresentation of any information.
- 2.10 The Agency warrants and represents that all statements made and documents submitted as part of the procurement of Goods or Services are and remain true and accurate.
- 2.11 An Order Contract can only be created using the electronic procedures described in the FTS Notice as required by the Regulations.
- 2.12 An Agency can only receive Orders under the DPS Contract while it meets the basic access requirements for the DPS stated in the FTS Notice. CCS can audit whether an Agency meets the basic access requirements at any point during the DPS Contract Period.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Agency must provide Goods or Services:

- (a) that comply with the Specification, the DPS Tender Response and, in relation to an Order Contract, the Order Proposal (if there is one);
- (b) to a professional standard;
- (c) using reasonable skill and care;
- (d) using Good Industry Practice;
- (e) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract;
- (f) on the dates agreed; and
- (g) that comply with Law.

3.1.2 The Agency must provide any Goods which form part of the Order Contract with a warranty of at least 90 days from Delivery against all obvious defects.

3.2 Services clauses

3.2.1 The Agency must co-operate with the Client and third party suppliers on all aspects connected with the Delivery of the

Services and ensure that Supplier/Agency Staff comply with any reasonable instructions.

- 3.2.2 The Agency must at its own risk and expense provide all Agency Equipment required to Deliver the Services.
- 3.2.3 The Agency must allocate sufficient resources and appropriate expertise to each Order Contract.
- 3.2.4 The Agency must take all reasonable care to ensure performance does not disrupt the Client's operations, employees or other contractors.
- 3.2.5 The Agency must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.2.6 The Client is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Order Contract.
- 3.2.7 Late Delivery of the Services will be a Default of an Order Contract.

3.3 Goods clauses

- 3.3.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- 3.3.2 All manufacturer warranties covering the Goods must be assignable to the Client on request and for free.
- 3.3.3 The Agency transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
- 3.3.4 Risk in the Goods transfers to the Client on Delivery of the Goods, but remains with the Agency if the Client notices damage following Delivery and lets the Agency know within 3 Working Days of Delivery.
- 3.3.5 The Agency warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.3.6 The Agency must deliver the Goods on the date and to the specified location during the Client's working hours.
- 3.3.7 The Agency must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.3.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.

- 3.3.9 The Agency must provide all tools, information and instructions the Client needs to make use of the Goods.
- 3.3.10 The Agency must indemnify the Client against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.3.11 The Client can cancel any order or part order of Goods which has not been Delivered. If the Client gives less than 14 days' notice then it will pay the Agency's reasonable and proven costs already incurred on the cancelled order as long as the Agency takes all reasonable steps to minimise these costs.
- 3.3.12 The Agency must at its own cost repair, replace, refund or substitute (at the Client's option and request) any Goods that the Client rejects because they do not conform with Clause 3. If the Agency does not do this it will pay the Client's costs including repair or re-supply by a third party.

4. Pricing and payments

- 4.1 In exchange for the Goods and Services, the Agency must invoice the Client for the Charges in the Letter of Appointment or applicable Statement of Work.
- 4.2 CCS must invoice the Agency for the Management Charge and the Agency must pay it using the process in DPS Schedule 5 (Management Charges and Information).
- 4.3 The Agency must invoice the Client for the GCS Management Charge and pass it to CCS when the Agency pays the Management Charge.
- 4.4 All Charges and the Management Charge:
 - (a) exclude VAT, which is payable on provision of a valid VAT invoice; and
 - (b) include all costs connected with the Supply of Goods or Services.
- 4.5 The Client must pay the Agency the Charges within 30 days of receipt by the Client of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Letter of Appointment.
- 4.6 An Agency invoice is only valid if it:
 - (a) includes all appropriate references including the Order Contract reference number and other details reasonably requested by the Client;
 - (b) includes a detailed breakdown of Delivered Goods or Services and Milestone(s) (if any); and

- (c) does not include the Management Charge (the Agency must not charge the Client in any way for the Management Charge) but, for the avoidance of doubt, may include the GCS Management Charge where applicable.
- 4.7 The Client must accept and process for payment an undisputed Electronic Invoice received from the Agency.
- 4.8 The Client may retain or set-off payment of any amount owed to it by the Agency if notice and reasons are provided.
- 4.9 The Agency must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Client can publish the details of the late payment or non-payment.
- 4.10 If CCS or the Client can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Agency to provide the Goods or Services, then CCS or the Client may require the Agency to use their supplier.
- 4.11 If CCS or the Client uses Clause 4.10 then the DPS Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.
- 4.12 The Agency has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

5. The Client's obligations to the Agency

- 5.1 If Agency Non-Performance arises from an Authority Cause:
 - (a) neither CCS or the Client can terminate a Contract under Clause 10.4.1;
 - (b) the Agency is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
 - (c) the Agency is entitled to additional time needed to make the Delivery; and
 - (d) the Agency cannot suspend the ongoing supply of Goods or Services.
- 5.2 Clause 5.1 only applies if the Agency:
 - (a) gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
 - (b) demonstrates that the Agency Non-Performance would not have occurred but for the Authority Cause; and
 - (c) mitigated the impact of the Authority Cause.

6. Record keeping and reporting

- 6.1 The Agency must attend Progress Meetings with the Client and provide Progress Reports when specified in the Letter of Appointment.
- 6.2 The Agency must keep and maintain full and accurate records and accounts on everything to do with the Order Contract:
 - (a) during the Contract Period;
 - (b) for 7 years after the End Date; and
 - (c) in accordance with UK GDPR, including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1.
- 6.3 The Relevant Authority or an Auditor under the CRTPA can Audit the Agency.
- 6.4 During an Audit, the Agency must:
 - (a) allow the Relevant Authority or any Auditor access to their premises to verify all contract accounts and records of everything to do with the Order Contract and provide copies for an Audit; and
 - (b) provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request.
- 6.5 Where the Audit of the Agency is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority.
- 6.6 If the Agency is not providing any of the Goods or Services, or is unable to provide them, it must immediately:
 - (a) tell the Relevant Authority and give reasons;
 - (b) propose corrective action; and
 - (b) provide a deadline for completing the corrective action.
- 6.7 The Agency must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:
 - (a) the methodology of the review;
 - (b) the sampling techniques applied;
 - (c) details of any issues; and
 - (d) any remedial action taken.
- 6.8 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Agency's management team that is qualified in either a relevant audit or financial discipline.

- 6.9 If an Audit reveals that the Agency has underpaid an amount equal to or greater than 1% of the Management Charge due in respect of any Monthly reporting and accounting period relating to this DPS Contract and any Order Contracts, the Agency shall reimburse CCS its reasonable costs incurred in relation to the Audit.
- 6.10 If an Audit reveals:
- (a) that the Agency has underpaid an amount equal to or greater than 5% of the Management Charge due in respect of any Monthly reporting and accounting period relating to this DPS Contract and any Order Contracts, or
 - (b) a material Default.
- 6.11 CCS may terminate this DPS Contract. The Agency shall also reimburse CCS its reasonable costs incurred in relation to the Audit.
- 6.12 The Parties agree that they will bear their own respective costs and expenses incurred during any Audit, save as specified in Clause 6.10.
- 6.13 CCS may from time to time undertake (or procure the undertaking of) a "Client Satisfaction Survey", to assess the level of satisfaction among some or all Clients with the Goods or Services. This may include:
- (a) The way in which the Goods or Services are provided, performed and delivered;
 - (b) the quality, efficiency and effectiveness of the supply of the Goods or Services;
 - (c) Agency compliance with this DPS Contract and any Order Contracts; and
 - (d) any other assessment CCS deems appropriate for monitoring Client satisfaction.
- 6.14 CCS and the Clients may use the results of any Client Satisfaction Survey to make decisions in relation to this DPS Contract and any Order Contracts.
- 6.15 When the Agency enters into or extends an Order Contract with a Client, a signed copy of the Order Contract must be provided to CCS within 14 days.

7. Supplier/Agency Staff

- 7.1 The Supplier/Agency Staff involved in the performance of each Order Contract must:
- (a) be appropriately trained and qualified;
 - (b) be vetted using Good Industry Practice and the Security Policy;

- and
- (c) comply with all conduct requirements when on the Client's Premises.

- 7.2 Where a Client decides one of the Supplier's Staff is not suitable to work on a Contract, the Agency must replace them with a suitably qualified alternative.
- 7.3 If requested, the Agency must replace any person whose acts or omissions have caused the Agency to breach Clause 27.
- 7.4 The Agency must provide a list of Supplier/Agency Staff needing to access the Client's Premises and say why access is required.
- 7.5 The Agency indemnifies CCS and the Client against all claims brought by any person employed by the Agency caused by an act or omission of the Agency or any Supplier/Agency Staff.

8. Rights and protection

- 8.1 The Agency warrants and represents that:
 - (a) it has full capacity and authority to enter into and to perform each Contract;
 - (b) each Order 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 each Order Contract;
 - (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Order Contract;
 - (f) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Order Contract;
 - (g) it is not impacted by an Insolvency Event;
 - (h) it will comply with each Order Contract; and
 - (i) as at the date they are delivered, the Goods or Services of an Order Contract may be used for the purposes set out in the Order Contract and comply with all Advertising Regulations.
- 8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Agency provides Goods or Services under the Order Contract.
- 8.3 The Agency indemnifies both CCS and every Client against each of the following:

- (a) wilful misconduct of the Agency, Subcontractor and Supplier/Agency Staff that impacts the Contract; and
 - (b) non-payment by the Agency of any Tax or National Insurance.
- 8.4 All claims indemnified under this Contract must use Clause 26.
- 8.5 The description of any provision of this Contract as a warranty does not prevent CCS or a Client from exercising any termination right that it may have for breach of that clause by the Agency.
- 8.6 If the Agency becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Client.
- 8.7 All third party warranties and indemnities covering the Goods or Services must be assigned for the Client's benefit by the Agency.

9. Intellectual Property Rights (IPRs)

- 9.1 Each Party keeps ownership of its own Existing IPRs. The Agency gives the Client a non-exclusive, royalty-free, irrevocable, transferable licence to use, change and sub-license the Agency's Existing IPR as are included in the Deliverables, in the Territory, for the period of time and for the purposes set out in the Statement of Work to enable it to both:
 - (a) receive and use the Deliverables; and
 - (b) make use of the deliverables provided by a Replacement Agency.
- 9.2 Subject to the provisions of clause 9.8, any New IPR created under an Order Contract is owned by the Client. The Client gives the Agency a non-exclusive licence to use any Client Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.
- 9.3 Where a Party acquires ownership of IPRs incorrectly under this Order 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.
- 9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.
- 9.5 If there is an IPR Claim, the Agency indemnifies CCS and each Client against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 9.6 If an IPR Claim is made or anticipated the Agency must at its own expense and the Client's sole option, either:

- (a) obtain for CCS and the Client the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
 - (b) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- 9.7 In spite of any other provisions of a Contract and for the avoidance of doubt, award of an Order Contract by the Client and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Agency acknowledges that any authorisation by the Client under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.
- 9.8 The Agency warrants that it owns, or has obtained, valid licences for all IPR that are necessary to perform its obligations under this Framework Agreement and the Order Contract, other than any IPR provided to it by CCS or the Client. The Agency shall maintain these licences in full during the Contract Period of this Framework Contract and the Order Contract, save for any Third Party IPR in respect of which the Agency will maintain licences so the Client can use these Third Party IPR for the purposes set out in the Statement of Work. The Agency will notify the Client of any restrictions on usage and any other contractual restrictions arising in respect of such Third Party IPR.
- 9.9 Unless expressly prohibited in an Order Contract, the Agency will be able during and after the Contract Period to use any Goods or Services which have been broadcast, published, distributed or otherwise made available to the public, and the Client's name and logo for the purposes of promoting its work and its business including on the Agency's website, in credentials pitches and in its showreel. Any other use by the Agency shall be subject to the Client's prior Approval.
- 9.10 During the Contract Period, if the Agency is asked to take part in a competitive pitch or other similar process for the Client, then notwithstanding any of the previous provisions of this Clause 9, the Agency will retain ownership of all IPR in any materials forming part of the pitch process. If the Agency is successful in such pitch and the Parties agree that such materials will be used in an Order Contract the Agency will assign all such IPR to the Client.
- 9.11 The Agency is not liable in connection with an Order Contract for:
 - 9.11.1 any modifications, adaptations or amendments to any Deliverables made by the Client or by a third party on the Client's behalf after the Agency has handed them over;

- 9.11.2 any fault, error, destruction or other degradation in the quality and/or quantity of the Deliverables which arises due to the acts or omissions of the Client;
 - 9.11.3 the Deliverables infringing a third party's IPR where the Agency had previously notified the Client of a specific risk that the Deliverables infringed third party IPR and the Agency had obtained the prior approval of the Authorised Client Approver to use such Deliverables notwithstanding such notified risk; and/or
 - 9.11.4 the incorporation of Client Existing IPR into the Deliverables provided that the Agency has incorporated and used such Client Existing IPR in accordance with any instructions given by the Client from time to time.
- 9.12 Any marketing materials produced by the Agency in relation to this DPS Contract must comply in all respects with the Branding Guidance.
- 9.13 To the extent permitted by Law, the Agency shall ensure that all Moral Rights relating to Agency IPR are waived. Where it is not lawfully possible to waive Moral Rights, the Agency agrees not to assert any Moral Rights in respect of the relevant materials.
- 9.14 The Agency will use its reasonable endeavours to ensure that all Moral Rights relating to Third Party IPR are waived. Where it is not lawfully possible to waive Moral Rights, the Agency will work with the owner or creator of the Third Party IPR to procure that Moral Rights are not asserted in respect of the relevant materials). If the Agency cannot obtain such waiver of (or agreement not to assert) such Moral Rights in respect of any such materials, the Agency will notify the Client and will obtain the Client's Approval prior to incorporating such materials into the Goods or Services.

10. Ending the Contract or any subcontract

10.1 Contract Period

- 10.1.1 The Order Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.
- 10.1.2 The Relevant Authority can extend the Order Contract for the Extension Period by giving the Agency no less than 3 Months' written notice before the Contract expires.

10.2 Ending the Contract without a reason

- 10.2.1 CCS has the right to terminate the DPS Contract at any time without reason by giving the Agency at least 30 days' notice.
- 10.2.2 Each Client has the right to terminate their Order Contract at any time without reason by giving the Agency not less than 90 days' written notice.

10.3 Rectification plan process

- 10.3.1 If there is a Default, the Relevant Authority may, without limiting its other rights, request that the Agency provide a Rectification Plan.
- 10.3.2 When the Relevant Authority receives a requested Rectification Plan it can either:
- (a) reject the Rectification Plan or revised Rectification Plan, giving reasons; or
 - (b) accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Agency must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.
- 10.3.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:
- (a) must give reasonable grounds for its decision; and
 - (b) may request that the Agency provides a revised Rectification Plan within 5 Working Days.
- 10.3.4 If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause 10.4.3(a).

10.4 When CCS or the Client can end a Contract

- 10.4.1 If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Agency:
- (a) there is an Agency Insolvency Event;
 - (b) there is a Default that is not corrected in line with an accepted Rectification Plan;
 - (c) the Agency does not provide a Rectification Plan within 10 days of the request;
 - (d) there is any material Default of the Contract;
 - (e) there is any material Default of any Joint Controller Agreement relating to any Contract;
 - (f) there is a Default of Clauses 2.10, 9, 14, 15, 27, 32 or DPS Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;
 - (g) there is a consistent repeated failure to meet the Performance Indicators in DPS Schedule 4 (DPS Management);

- (h) there is a Change of Control of the Agency which is not pre-approved by the Relevant Authority in writing;
- (i) if the Relevant Authority discovers that the Agency was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded; or
- (j) the Agency or its Affiliates embarrass or bring CCS or the Client into disrepute or diminish the public trust in them.

10.4.2 CCS may terminate the DPS Contract if a Client terminates an Order Contract for any of the reasons listed in Clause 10.4.1.

10.4.3 If any of the following non-fault based events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Agency:

- (a) the Relevant Authority rejects a Rectification Plan;
- (b) there is a Variation which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes);
- (c) if there is a declaration of ineffectiveness in respect of any Variation; or
- (d) any of the events in 73 (1) (a) of the Regulations happen.

10.5 When the Agency can end the Contract

10.5.1 The Agency can issue a Reminder Notice if the Client does not pay an undisputed invoice on time. The Agency can terminate an Order Contract if the Client fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.

10.6 What happens if the Contract ends

10.6.1 Where a Party terminates a Contract under any of Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or 20.2 or a Contract expires all of the following apply:

- (a) The Client's payment obligations under the terminated Contract stop immediately.
- (b) Accumulated rights of the Parties are not affected.
- (c) The Agency must promptly repay to the Client any and all Charges the Client has paid in advance in respect of Goods or Services not provided by the Agency as at the End Date.
- (d) The Agency must promptly delete or return the Government Data except where required to retain copies by Law.
- (e) The Agency must promptly return any of CCS or the Client's property provided under the terminated Contract.
- (f) The Agency must, at no cost to CCS or the Client, co-operate fully in the handover and reprocurement (including

to a Replacement Agency).

- 10.6.2 In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminates a Contract under Clause 10.4.1 the Agency is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Goods or Services for the rest of the Contract Period.
- 10.6.3 In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Contract under Clause 10.2.1 or 10.2.2 or an Agency terminates an Order Contract under Clause 10.5:
- (a) the Client must promptly pay all outstanding Charges incurred to the Agency; and
 - (b) the Client must pay the Agency reasonable committed and unavoidable Losses as long as the Agency provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Agency if the Contract had not been terminated.
- 10.6.4 In addition to the consequences of termination listed in Clause 10.6.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.
- 10.6.5 The following Clauses survive the termination or expiry of each Contract: 3.2.10, 4.2, 6, 7.5, 9, 11, 12.2, 14, 15, 16, 17, 18, 31.3, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

10.7 Partially ending and suspending the Contract

- 10.7.1 Where CCS has the right to terminate the DPS Contract it can suspend the Agency's ability to accept Orders (for any period) and the Agency cannot enter into any new Order Contracts during this period. If this happens, the Agency must still meet its obligations under any existing Order Contracts that have already been signed.
- 10.7.2 Where CCS has the right to terminate a DPS Contract it is entitled to terminate all or part of it.
- 10.7.3 Where the Client has the right to terminate an Order Contract it can terminate or suspend (for any period), all or part of it. If the Client suspends a Contract it can provide the Goods or Services itself or buy them from a third party.
- 10.7.4 The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used

to effectively deliver the intended purpose.

10.7.5 The Parties must agree any necessary Variation required by Clause 10.7 using the Variation Procedure, but the Agency may not either:

- (a) reject the Variation; or
- (b) increase the Charges, except where the right to partial termination is under Clause 10.2.

10.7.6 The Client can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.7.

10.8 When subcontracts can be ended

10.8.1 At the Client's request, the Agency must terminate any Subcontracts in any of the following events:

- (a) there is a Change of Control of a Subcontractor which is not pre-approved by the Relevant Authority in writing;
- (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4; or
- (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority.

11. How much you can be held responsible for

11.1 Each Party's total aggregate liability in each Contract Year under this DPS Contract (whether in tort, contract or otherwise) is no more than £100,000.

11.2 Each Party's total aggregate liability in each Contract Year under each Order Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Order Letter of Appointment.

11.3 No Party is liable to the other for:

- (a) any indirect Losses; or
- (b) Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

11.4 In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:

- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;

- (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
 - (c) any liability that cannot be excluded or limited by Law;
 - (d) its obligation to pay the required Management Levy or Default Management Levy.
- 11.5 In spite of Clauses 11.1 and 11.2, the Agency does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 9.5, 31.3 or Order Schedule 2 (Staff Transfer) of an Order Contract.
- 11.6 In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Agency's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.
- 11.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.
- 11.8 When calculating the Agency's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:
 - (a) Deductions; and
 - (b) any items specified in Clauses 11.5 or 11.6.
- 11.9 If more than one Agency is party to an Order Contract, each Agency Party is jointly and severally liable for their obligations under that Contract.

12. Obeying the law

- 12.1 The Agency must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).
- 12.2 To the extent that it arises as a result of a Default by the Agency, the Agency indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.
- 12.3 The Agency must appoint a Compliance Officer who must be responsible for ensuring that the Agency complies with Law, Clause 12.1 and Clauses 27 to 32.
- 12.4 The Parties acknowledge that they have a responsibility to comply with all relevant Advertising Regulations and will co-operate with each other to ensure satisfaction of the requirements of any applicable Advertising Regulations.

- 12.5 Where the Agency or its Subcontractors perform the Order Contract outside the United Kingdom they shall do so in accordance with the Law and the local laws applicable to their activity in the relevant country, including without limitation the Modern Slavery Act 2015.

13. Insurance

- 13.1 The Agency must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

14. Data protection

- 14.1 The Agency must process Personal Data and ensure that Supplier/Agency Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
- 14.2 The Agency must not remove any ownership or security notices in or relating to the Government Data.
- 14.3 The Agency must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Client copies every 6 Months.
- 14.4 The Agency must ensure that any Agency system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
- 14.5 If at any time the Agency suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Agency must notify the Relevant Authority and immediately suggest remedial action.
- 14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
- (a) tell the Agency to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Agency finds out about the issue, whichever is earlier; and/or
 - (b) restore the Government Data itself or using a third party.
- 14.7 The Agency must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Client is at fault.
- 14.8 The Agency:

- (a) must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
- (b) must have documented processes to guarantee prompt availability of Government Data if the Agency stops trading;
- (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
- (d) securely erase all Government Data and any copies it holds when asked to do so by CCS or the Client unless required by Law to retain it; and
- (e) indemnifies CCS and each Client against any and all Losses incurred if the Agency breaches Clause 14 and any Data Protection Legislation.

15. What you must keep confidential

15.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) except as expressly set out in the Order Contract at Clauses 15.2 to 15.4 or elsewhere in the Order Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and
- (c) immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

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

- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, 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) on a confidential basis, to its auditors;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis; or

- (h) to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 15.3 In spite of Clause 15.1, the Agency may disclose Confidential Information on a confidential basis to Supplier/Agency Staff on a need-to-know basis to allow the Agency to meet its obligations under the Order Contract. The Supplier/Agency Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.
- 15.4 In spite of Clause 15.1, CCS or the Client may disclose Confidential Information in any of the following cases:
 - (a) on a confidential basis to the employees, agents, consultants and contractors of CCS or the Client;
 - (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Client transfers or proposes to transfer all or any part of its business to;
 - (c) if CCS or the Client (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - (d) where requested by Parliament; or
 - (e) under Clauses 4.7 and 16.
- 15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.
- 15.6 Transparency Information is not Confidential Information.
- 15.7 The Agency must not share any information with the media, make any media announcement or publicise the Contracts or any part of them including a Brief or any other pre-Contract material or discussions in any way including industry award competitions, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier/Agency Staff do not either.
- 15.8 Nothing in this Clause shall prevent a Recipient Party from using any techniques, ideas or Know-How which the Recipient Party has gained during the performance of this DPS Contract in the course of its normal business, as long as this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of IPR.

16. When you can share information

- 16.1 The Agency must tell the Relevant Authority within 48 hours if it receives a Request For Information.

- 16.2 Within five (5) Working Days of the Client's request the Agency must give CCS and each Client full cooperation and information needed so the Client can:
- (a) publish the Transparency Information;
 - (b) comply with any Freedom of Information Act (FOIA) request; and/or
 - (c) comply with any Environmental Information Regulations (EIR) request.
- 16.3 The Relevant Authority may talk to the Agency to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision in its absolute discretion.

17. Invalid parts of the Contract

- 17.1 If any part of an Order 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 Order Contract, whether it is valid or enforceable.

18. No other terms apply

- 18.1 The provisions incorporated into each Order Contract are the entire agreement between the Parties. The Order Contract replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.

19. Other people's rights in a Contract

- 19.1 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.

20. Circumstances beyond your control

- 20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under an Order Contract while the inability to perform continues, if it both:
- (a) provides a Force Majeure Notice to the other Party; and
 - (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

- 20.2 Either Party can partially or fully terminate the affected Order Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

21. Relationships created by the Contract

- 21.1 No Contract creates a partnership, joint venture or employment relationship. The Agency must represent themselves accordingly and ensure others do so.

22. Giving up contract rights

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

23. Transferring responsibilities

- 23.1 The Agency cannot assign, novate or transfer a Contract or any part of a Contract without the Relevant Authority's written consent.
- 23.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Relevant Authority.
- 23.3 When CCS or the Client uses its rights under Clause 23.2 the Agency must enter into a novation agreement in the form that CCS or the Client specifies.
- 23.4 The Agency can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- 23.5 The Agency remains responsible for all acts and omissions of the Supplier/Agency Staff as if they were its own.
- 23.6 If CCS or the Client asks the Agency for details about Subcontractors, the Agency must provide details of Subcontractors at all levels of the supply chain including:
- (a) their name;
 - (b) the scope of their appointment; and
 - (c) the duration of their appointment.

24. Changing the Contract

- 24.1 Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.
- 24.2 The Agency must provide an Impact Assessment either:

- ## 25. How to communicate about the Contract

- 25.1 All notices under the Order Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.
- 25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address indicated on the Platform.
- 25.3 Notices to the Client must be sent to the Client Authorised Representative's address or email address in the Letter of Appointment.
- 25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Dealing with claims

- 26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.
- 26.2 At the Indemnifier's cost the Beneficiary must both:
 - (a) allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
 - (b) give the Indemnifier reasonable assistance with the claim if requested.
- 26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
- 26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.
- 26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

- (a) the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
- (b) the amount the Indemnifier paid the Beneficiary for the Claim.

27. Preventing fraud, bribery and corruption

27.1 The Agency must not during any Contract Period:

- (a) commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or
- (b) do or allow anything which would cause CCS or the Client, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.

27.2 The Agency must during the Contract Period:

- (a) create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
- (b) keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Client on request; and
- (c) if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier/Agency Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

27.3 The Agency must immediately notify CCS and the Client if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier/Agency Staff, has either:

- (a) been investigated or prosecuted for an alleged Prohibited Act;
- (b) been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
- (c) received a request or demand for any undue financial or other advantage of any kind related to a Contract; or
- (d) suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.

27.4 If the Agency notifies CCS or the Client as required by Clause 27.3, the Agency must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

27.5 In any notice the Agency gives under Clause 27.3 it must specify the:

- (a) Prohibited Act;
- (b) identity of the Party who it thinks has committed the Prohibited Act; and
- (c) action it has decided to take.

28. Equality, diversity and human rights

28.1 The Agency must follow all applicable equality Law when they perform their obligations under the Order Contract, including:

- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
- (b) any other requirements and instructions which CCS or the Client reasonably imposes related to equality Law.

28.2 The Agency must take all necessary steps, and inform CCS or the Client of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

29. Health and safety

29.1 The Agency must perform its obligations meeting the requirements of:

- (a) all applicable Law regarding health and safety; and
- (b) the Client's current health and safety policy while at the Client's Premises, as provided to the Agency.

29.2 The Agency and the Client must as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at the Client Premises that relate to the performance of an Order Contract.

30. Environment

30.1 When working on Site the Agency must perform its obligations under the Client's current Environmental Policy, which the Client must provide.

30.2 The Agency must ensure that Supplier/Agency Staff are aware of the Client's Environmental Policy.

31. Tax

31.1 The Agency 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. CCS and the Client cannot terminate a Contract where the Agency has not paid a minor Tax or social security contribution.

31.2 Where the Charges payable under an Order Contract with the Client are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Agency must notify CCS and the Client of it within 5 Working Days including:

- (a) the steps that the Agency is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
- (b) other information relating to the Occasion of Tax Non-Compliance that CCS and the Client may reasonably need.

31.3 Where the Agency or any Supplier/Agency Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under an Order Contract, the Agency 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; and
- (b) indemnify the Client 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 Contract Period in connection with the provision of the Deliverables by the Agency or any of the Supplier/Agency Staff.

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

- (a) the Client may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Client can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Client's request if the Worker fails to provide the information requested by the Client within the time specified by the Client;
- (c) the Worker's contract may be terminated at the Client's request if the Worker provides information which the Client considers is not good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements; and
- (d) the Client may supply any information they receive from the Worker to HMRC for revenue collection and management.

32. Conflict of interest

- 32.1 The Agency must take action to ensure that neither the Agency nor the Supplier/Agency Staff are placed in the position of an actual or potential Conflict of Interest.
- 32.2 The Agency must promptly notify and provide details to CCS and each Client if a Conflict of Interest happens or is expected to happen.
- 32.3 CCS and each Client can terminate its Contract immediately by giving notice in writing to the Agency or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

33. Reporting a breach of the Contract

- 33.1 As soon as it is aware of it the Agency and Supplier/Agency Staff must report to CCS or the Client any actual or suspected breach of:
 - (a) Law;
 - (b) Clause 12.1; or
 - (c) Clauses 27 to 32.
- 33.2 The Agency must not retaliate against any of the Supplier/Agency Staff who in good faith reports a breach listed in Clause 33.1 to the Client or a Prescribed Person.

34. Resolving disputes

- 34.1 If there is a Dispute, the senior representatives of the Parties 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.
- 34.2 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 34.3 to 34.5.
- 34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
 - (a) determine the Dispute;
 - (b) grant interim remedies; and/or
 - (c) grant any other provisional or protective relief.
- 34.4 The Agency agrees that the Relevant 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.

- 34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Agency has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant 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 34.4.
- 34.6 The Agency cannot suspend the performance of a Contract during any Dispute.

35. Which law applies

- 35.1 This Order Contract and any Disputes arising out of, or connected to it, are governed by English law.

36. Agency doing work for others

- 36.1 Adverse public perception could have a detrimental impact on the Client's desired outcomes for an Order Contract. To minimise this risk, the Agency must not, without the Client's written consent, provide services to a third party during the Contract Period of any Order Contract where the provision of such services (in the reasonable opinion of the Client):
- (a) has the potential to adversely affect the Client's desired outcome of the Order Contract or diminish the trust that the public places in the Client; or
 - (b) is likely to cause embarrassment to the Client or bring the Client into disrepute or may result in a conflict of interest for the Client.
- 36.2 The only exception to this is if the Agency provides services to an existing client, which the Client had been informed about before entering into the relevant Order Contract.
- 36.3 If the Agency becomes aware of a breach, or potential breach, of its obligations under Clause 36.1, the Agency must notify the Client immediately, providing full details of the nature of the breach and the likely impact on the Order Contract.
- 36.4 If the Agency breaches Clause 36.1, the Client may terminate the relevant Order Contract or any Statement of Work under it with immediate effect in accordance with Clause 10.4.1.