



Department
for Environment
Food & Rural Affairs

Conditions of Contract Short Form Enhanced

October 2021

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Contaminated Land: Applications in the
Real Environment (CL:AIRE)

By email to: [REDACTED]

Date: 21 March 2025
Your ref:
Our ref: **C27987**

Dear Nicola

Supply of Contaminated Land Advisory Consultancy Services Contract

Following your proposal for the supply of Contaminated Land Advisory Consultancy Services Contract to the Environment Agency we are pleased confirm our intention to award this contract to you.

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

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the deliverables. Please confirm your acceptance of the Conditions by signing and returning the Order Form through the Defra eSourcing portal within **7** days from the date of this letter, which will create a binding contract between us. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract.

We will then arrange for the Order Form to be countersigned so that you have a signed copy of the Order Form for your records.


Yours sincerely,

[REDACTED]



[REDACTED]

Senior Commercial Officer | Defra group Commercial | Environmental Goods and Services | Land Use and Biodiversity Team


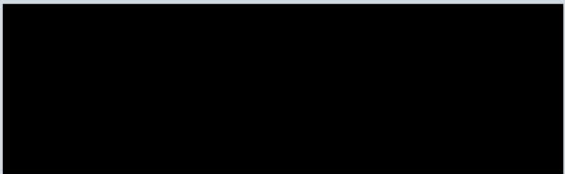
Order Form

1. Contract Reference	C27987
2. Date	21 March 2025
3. Authority	Environment Agency Horizon House, Deanery Road, Bristol, BS1 5TL
4. Supplier	Contaminated Land Contaminated Land: Applications in the Real Environment (CL:AIRE) 8th floor, Fountain House RBC, 2 Queens Walk, Reading RG1 7QF Company registration number 3740059
4a. Supplier Account Details	Suppliers Account Details for payment of Invoices: 
5. The Contract	<p>This Contract governs the overall relationship between the Parties in relation to the Services and Deliverables to be provided by the Supplier to the Authority pursuant to Call-Off Contracts under the Contaminated Land Advisory Consultancy Services Contract.</p> <p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and any Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any inconsistency between the provisions of the Order Form, the Conditions and the Annexes, the inconsistency shall be resolved by giving precedence in the following order:</p> <ol style="list-style-type: none"> 1. Annex 6 (Task Order Form) 2. Order Form, Annex 2 (Specification) and Annex 3 (Charges) with equal priority.

	<p>3. Conditions and Annex 1 (<i>Authorised Processing Template</i>) with equal priority.</p> <p>4. Annexes 4 (<i>Tender Submission</i>) and 5 (Sustainability).</p> <p>In the event of any inconsistency between the provisions of Annexes 4 and 5, Annex 5 shall take precedence over Annex 4.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Authority and may delay conclusion of the Contract.</p>	
6. Deliverables	Goods	None
	Services	<p>Schedule 1 sets out the Specification of the Services and Deliverables available to the Authority to procure under the Contract.</p> <p>The specific Services and/or Deliverables to be drawn down from the Contract for individual Work Packages will be set out in a Task Order Form (Annex 6) to create a Call-Off Contract as Services as required.</p> <p>The Supplier acknowledges that nothing in the Contract commits the Authority to purchase any volume of Deliverables and/or Services from the Supplier or guarantees any spend to the Supplier.</p>
7. Specification	<p>The Supplier will provide the Services and/or Deliverables in accordance with:</p> <p>the terms and conditions of the Contract;</p> <p>applicable Law;</p> <p>reasonable skill and care;</p> <p>Good Industry Practice;</p> <p>the Specification (Annex 2); and</p> <p>the Specification of the Deliverables as set out in a Task Order Form and any supporting documents for individual Work Packages.</p>	

8. Term	<p>The Term shall commence on: 1 April 2025 (the Start Date) and</p> <p>the Expiry Date shall be 31 March 2027, unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.</p> <p>The Authority may extend the Contract for a period of up to 2 x 12 months by giving not less than 1 months' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.</p> <p>Each Call-Off Contract shall commence on the Call-Off Contract Commencement Date and shall continue in force for the Call-Off Period</p>
9. Charges	<p>The Charges for the Services and/or Deliverables shall be as set out in Annex 3 which shall be applied to any subsequent Services and/or Deliverables called off from the Contract and set out in a Task Order Form.</p>
10. Payment	<p>The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to:</p> <p>Environment Agency APinvoices-ENV-U@gov.sscl.com</p> <p>SSCL (Environment Agency) PO Box 797 Newport Gwent NP10 8FZ</p> <p>Within 20 Working Days of receipt of your countersigned copy of a Task Order Form, the Authority will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant with Annex 3. Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact the Authority's Authorised Representative.</p>
11. Authority Authorised Representative(s)	<p>For general liaison your contact will continue to be</p> <p></p> <p>or, in their absence,</p> <p></p>

12. Address for notices	<div> <div>Authority:</div> <div> Environment Agency Horizon House Bristol BS1 5TL [REDACTED] [REDACTED] </div> </div> <div> <div>Supplier:</div> <div> CL:AIRE 8th Floor, Fountain House RBC 2 Queens Walk Reading RG1 7QF [REDACTED] [REDACTED] </div> </div>
13. Key Personnel	<div> <div>Authority:</div> <div> [REDACTED] Riversmeet House Newtown Industrial Estate Northway Lane Tewkesbury Gloucestershire GL20 8JG Email: [REDACTED] </div> </div> <div> <div>Supplier:</div> <div> [REDACTED] 8th Floor, Fountain House RBC 2 Queens Walk Reading RG1 7QF Email: [REDACTED] </div> </div>
14. Procedures and Policies	<p>For the purposes of the Contract the following will apply:</p> <ul style="list-style-type: none"> • Land Contamination Risk Management (LCRM) • Part 2A – Contaminated Land Statutory • Guidancehttps://www.gov.uk/government/publications/defra-sustainable-procurement-policy-statement <p>For the avoidance of doubt, if other policies of the Authority are referenced in the Conditions and Annexes, those policies will also apply to the Contract on the basis described therein.</p> <p>The Authority may require the Supplier to ensure that any person employed in the delivery of the Services and/or Deliverables has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.</p>

15. Limitation of Liabilities	As set out in Clause 12.1.	
16. Insurance	<p>The Supplier shall hold the following insurance cover from for the duration of the Contract, or earlier or later termination in accordance with this Order Form</p> <ul style="list-style-type: none"> - - - 	
Signed for and on behalf of the Supplier		Signed for and on behalf of the Authority
Supplier Signature: 		DgC Signature: 

Annex 1 – Authorised Processing Template

(To be completed for Call-off Contracts if required)

[Contract/Call-Off]:	[XXXX]
Date:	
Description Of Authorised Processing	Details
Subject matter of the processing	
Duration of the processing	
Nature and purposes of the processing	
Type of Personal Data	
Categories of Data Subject	

Annex 2 – Specification

Specification for: CL:AIRE - Contaminated Land Advisory Services Contract

1. Background to the Environment Agency

The Environment Agency (“the Authority”) was set up to protect and improve the environment. The Authority helps people and wildlife adapt to climate change and reduce its impacts, including flooding, drought, sea level rise and coastal erosion. It also plays a key role in improving the quality of our water, land and air by tackling pollution by working with businesses to help them comply with environmental regulations. The ultimate objective is for the Authority to deliver a healthy and diverse environment to enhance people's lives and contribute to economic growth.

The Authority works as part of the Defra group (Department for Environment, Food & Rural Affairs), and together with the rest of government, local councils, businesses, civil society groups and local communities it aims to create a better place for people and wildlife.

Land contamination is a primary research area for the Authority, as detailed in the following Government business plans and strategies:

Defra 25 Year Environmental Plan

- Commitments include ‘making sure that chemicals are safely used and managed, and that the levels of harmful chemicals entering the environment are significantly reduced.’
- ‘Minimising the risk of chemical contamination in our water.’
- Creating a better place by ensuring ‘Healthy air, land and water.’

Defra Environmental Improvement Plan

- ‘We will make sure that chemicals are safely used and managed, and that the levels of harmful chemicals entering the environment (including through agriculture) are significantly reduced.’

Defra Plan for Water

- ‘Address legacy land contamination.’
- ‘Minimise the risks and impacts of chemicals and pesticides.’
- ‘Proposing new restrictions on the use of ‘forever’ chemicals (PFAS) which impact our rivers and seas.’

Healthy air, land and water is the overarching goal for this project. By tackling land contamination through the assessment and implementation of mitigation measures where risks are deemed unacceptable, the aim is to protect and clean-up these valuable resources.

The 25 Year Environment Plan states: “Unless we act now the state and condition of our natural resources will continue to decline and the ecological crisis will deepen. Failing to act is not an option. Clean air, land and water are critical for our health, sustain wildlife and provide essential services that support our lifestyles and economy. They provide the natural capital on which we all depend.”

2. Background to the Contract Requirements

The Authority runs various schemes and research projects which relate to land contamination – identifying and evaluating chemical risks, plus the investigation and remediation of those sites where the risk to health or the wider environment is considered unacceptable.

To help deliver Authority led schemes and initiatives, there is the need to liaise with the land contamination community and those groups and consortia who represent industry. One of the key groups for the land contamination sector is CL:AIRE (Contaminated Land: Applications in the Real Environment).

The Agency holds principal membership of CL:AIRE and has worked in collaboration with the group over recent years to deliver a wide range of innovative projects. It is also a member to of the Technology and Research Group (TRG) an advisory group made up of leading professionals who support CL:AIRE on technology development issues and provide guidance on issues relating to the sustainable reuse of land.

The Authority is often required to devise and deliver various land contamination research projects, however it does not have the internal expertise or resource to undertake this work in-house.

With the increasing importance and focus on new and emerging chemicals it is anticipated that continued collaboration with CL:AIRE will be required to deliver projects in the future.

3. Procurement Route

In order to streamline and expedite the procurement process for all Parties, a Contract, with a streamlined commissioning process to draw down Services from the Contract as they are required, will be established between the Authority and the CL:AIRE (the Supplier).

4. Services Required

The primary objective of establishing the Contract is to provide the Authority with an efficient, long-term solution to procuring the following services:

1. EXPERT TECHNICAL ADVICE

- 1.1. To undertake specific research and provide technical advice on contaminated land matters to Authority teams including:
- preparation of detailed and comprehensive written reports, to an agreed format and timeline, as required.
 - presenting, explaining and discussing report findings to the Authority and other stakeholders.
 - other related research, analysis or technical advice as required.

2. ONGOING TECHNICAL CONSULTANCY SUPPORT

- 2.1 To provide ongoing technical support to the Authority including:
- providing expert knowledge, advice and support to enable interpretation and understanding of technical aspects and implications of data and information relevant to contaminated land matters.
 - providing advice on robustness of evidence, gaps in evidence and methods.
 - providing access to expert bodies to provide supplementary evidence where needed.
 - co-authoring draft and final documentation with the Authority, including but not limited to:
 - Technical Bulletins
 - Training materials
 - Best Practice Documents
 - Industry guidelines
 - Case Studies
 - Research Reports
- 2.2 To provide ongoing technical support to maintain and develop quality standards relating to contaminated land management and remediation.

2.3 To provide ongoing technical support to develop, maintain and update IT databases, platforms and other digital content for the Authority and public use.

2.4 Other related technical support as required for the Authority's land contamination research projects.

Detailed Service requirements for individual Work Packages will be set out in the Specification contained in the Task Order Form as services are commissioned.

5. Government Policy Requirements

The Supplier will be expected to refer to government policy documents relative to assessing contaminated land, including but not limited to:

- Land Contamination Risk Management (LCRM)
- Part 2A – Contaminated Land Statutory Guidance
- Any other requirements set out in an individual Task Order Form Specification

6. Report Production

Documents should be produced in electronic format using the Microsoft (MS) Office suite of software. The mandatory requirements are for MS Word (word processing), MS Excel (spreadsheets) and MS PowerPoint (presentations).

The Supplier shall provide the Authority with electronic copies of all interim, draft and final reports. The frequency and format of the reports will be agreed with the Supplier for individual Work Packages as they are developed.

All reports will remain the property of the Authority. The Supplier may be permitted to include its corporate branding on the report at the Authority's discretion and authorisation in writing. Any agreement for branding to be applied to reports must permit unfettered use and publication of the report by the Authority and shall not contain any restrictions flowing from the branding.

7. Approval and Publication Processes

Final draft, quality checked versions of reports, signed off by the author and the Supplier's member of staff authorised to review and approve the report, are to be sent by the Supplier to the Authority Project Manager. The Authority will review the reports and comments or corrections will be fed back to the Supplier. Corrected versions of the report must be produced within 1 week of receiving requests for changes, unless otherwise agreed by the Authority's Project Manager. For more complex Work Packages, regular electronic draft interim reports may be requested before final approval. Secure electronic signatures can be used to improve the efficiency of sign-off.

The Supplier may be required to publish reports at the Authority's request. No publications will take place without the Authority's agreement in writing.

8. Meetings

Unless otherwise agreed these meetings will be held via MS Teams or other suitable online platform. The Authority will be responsible for arranging, co-ordinating and the recording of the meetings.

Contract start-up meeting: a meeting will be arranged by the Authority's Contract Manager with the Suppliers Contract Manager within four weeks of the commencement of the Contract. Issues to be covered at this meeting include a detailed review of the technical specification to confirm mutual understanding and supplier key performance indicators (KPIs) agreed and the mechanisms for awarding work etc. Further information may also be sought on, for example, current resource/capacity of the Supplier's organisation, emerging conflicts of interest etc to update contract management information.

Contract Management Meetings: these meetings will be between the Authority's Contract Manager and the Supplier's Contract Manager. Meetings will be held as necessary, proportionate to the amount of work allocated but as a minimum, annually on the anniversary of the Contract commencement date.

Meetings will include discussions on the performance of the Contract, future initiatives, planned work pipelines, contractual, financial and quality assurance matters. A review of the Suppliers' performance against the agreed KPIs, feedback from Contract users and Suppliers' teams will also be undertaken.

Work Package planning meetings: where more complex pieces of work are planned or support is required to develop the technical details of Work Packages, meetings will be held as required to scope projects out, confirm work specifications and agree costs with the Authority's Project Manager.

Project Management meetings: the frequency, content and timings of these meetings will be agreed for individual Work Packages and set out in the Task Order Form as specifications are agreed with the Supplier but are expected to include current progress status, any technical issues arising from the Work Package, contractual, financial and quality assurance matters. A close-out meeting to review the Work Package Deliverables and share lessons learned may also be held if required.

Contract Close-out meeting: at the end of the Contract Term a meeting may be held to review the work undertaken on the Contract and any outstanding issues. A review of technical and quality issues/best practises and general performance will be undertaken with the aim of sharing learning between the Supplier and the Authority.

9. Contract Term and Operation

This contract is to be awarded for an initial two-year period to 31 March 2027, with the option for two 12-month extensions to extend the Contract, exercised at the discretion of

the Authority, for up to a maximum term of four years to 31 March 2029, subject to the Services still being required and with the agreement of both Parties.

Work Packages are likely to be initiated by related National Authority teams, including but not limited to, Environment & Business (E&B), Land & Contamination Management, E&B Water Quality and E&B Chemicals.

A Task Order Form will be completed by the Authority and the Supplier to set out the Services and/or Deliverables required, the Supplier's proposal and costs agreed for individual Work Packages, the Call-Off Period for which may exceed the final Contract Expiry Date. The Supplier is not authorised to commence work until the Section 3 of the Task Order Form is signed by the Authority, any work commenced prior to authorisation being received is at the Supplier's own risk.

Call-Off Process

A Call-Off Contract will be agreed with the Supplier as Services are required using the following process:

1. The Authority Project Manager will develop the Work Package Specification which will be set out in Part 1 of the Task Order Form. The Supplier may be requested to provide initial advice or input to develop the Work Package Specification for more complex projects.
2. The Task Order Form will be provided to the Supplier who will be required to verify they have required expertise, sufficient resource availability to provide the services, there is no unacceptable conflict of interest and they are agreeable to undertaking the work.
3. The Supplier will be required to complete and return Part 2 of the Task Order Form for the Authority's consideration.
4. The Authority will review the proposal to confirm it is considered to be of acceptable technical quality to provide the Authority with confidence that Deliverables can be met to the required time, quality and cost criteria, and is considered to provide value for money.
5. Further clarifications may be required before the final proposal is accepted.
6. When the Authority is satisfied with the proposal and has decided to instruct the Supplier, the Authority will complete Part 3 of the Task Order Form with the Supplier. The Call-off Contract will become binding once both parties have signed the final Task Order Form.

In the event that agreement cannot be reached with the Supplier, the Authority reserves the right not to award a Call- Off Contract and to withdraw the award offer.

There is no guarantee or commitment to any value or volume of work to be commissioned from the Contract. Work Packages will be commissioned as the need arises throughout

the Contract Term depending on budget availability, research need and topical initiatives to be taken forward.

10. CONTRACT MANAGEMENT, PERFORMANCE AND KEY PERFORMANCE INDICATORS (KPI)

Contract Management

Lead Team: E&B Land & Contamination Management

Contract Manager: [REDACTED]

[REDACTED]

[REDACTED]

Project Management: As advised for individual Work Packages.

The Supplier shall provide a dedicated, named Contract Manager for the duration of the Contract term, who will be responsible for the management of the Contract and the delivery of work called off under the Contract.

The Supplier shall provide a dedicated, named project manager for each Work Package commissioned, for the duration of the project, who will be responsible for the delivery of the project. Their details will be confirmed prior to the approval of the Task Order Form.

Suppliers' performance against the Contract and individual Work Packages will be monitored by the Authority's Contract Manager and the Supplier's nominated Contract manager. The KPIs and how they will be applied and measured are set out in the table below:

Service Levels

The timeframes and service levels for providing the Services and/or Deliverables will be agreed with the Supplier and set out in the Task Order Form for the individual project. The Supplier will be required to work collaboratively with the Authority to ensure the Services are delivered within the required deadlines, including allowing sufficient time for the Authority to review and provide approval the final outputs.

Key Performance Indicators (KPIs)

The following KPIs will be applied to the Contract and Work Packages to monitor Supplier performance against the Contract and will be reviewed annually by the Contract Managers.

Where issues with performance or opportunities for improvement are identified, the Supplier will work with the Authority to rectify issues or implement improvements.

KPI	Description	Measurement
Quality of outputs	<p>Outputs delivered at Work Package level are of required quality first time, without the need for significant re-work following review of draft outputs by the Authority.</p> <p>Re-work is completed within the stipulated timeframes and to the required quality standard.</p>	Green: Outputs are delivered to a good quality standard first time. No or minimal re-work required
		Amber: Outputs are delivered to a reasonable quality standard. Some re-work is required but is completed satisfactorily within agreed timeframes.
		Red: Outputs are delivered to a poor quality and significant re-work is required and or other interventions are required.
	<p>Work Packages will be measured at project completion to set the RAG status at individual level.</p> <p>Results will be combined to give an overall Contract RAG status annually.</p>	
Delivery Timeframes	Outputs are delivered within the required timeframes and are to the required quality.	98% of all Call-Offs under the Contract are delivered on time annually.
Cost Management	Projects are delivered within the initial cost estimate provided.	98% of all Call-Offs under the Contract are delivered within initial cost estimates annually.
<p>Where the Authority requests additional work or re-work that is not the fault of the Supplier following review, e.g. expanded specification or enhanced deliverables etc, the KPIs will be re-set to reflect performance against the revised deliverables.</p>		

11. Supplier Staff

Supplier Staff shall have the necessary expert technical capacity, knowledge and experience to provide the Services and/or Deliverables required under the Contract, including but not limited to:

- analyse detailed technical information relevant to contaminated land management
- draw on a wide and detailed range of knowledge of contaminated land management and make appropriate recommendations.
- coordinate partner organisations to ensure any partnership working to deliver the project is focussed, delivers in an efficient manner and meets cost and deadline requirements
- analyse, objectively and in detail, responses from stakeholders
- present analyses in the form of a clear written discussion that is appropriate for publication in a report, and which can be understood without due difficulty by a lay reader
- partner effectively with the Authority to provide clear, ongoing consultancy advice.
- co-author documents set out in 2.1 above, through regular and responsive communication and meetings with the Authority.

The Supplier shall have sufficient resource to provide suitably experienced and qualified Staff to undertake work under the Contract. Summaries of experience and qualifications and number of Staff available, along with the team structure, are to be submitted with the Supplier's proposal provided for individual Task Order Forms as requested.

Supplier Staff to be considered Key Personnel are named in the Contract. The Supplier shall notify the Authority of any changes in the availability of the Key Staff during the project term and seek approval from the Authority to vary Key Staff prior to them undertaking work.

12. QUALITY ASSURANCE AND CONTROL

The Supplier shall have and maintain an appropriate quality management system (QMS) for the duration of the Contract term that will be used to assure the quality of the Services and technical outputs provided through the Contract. As a minimum, the QMS must apply to the following areas of the services to be provided:

- Document control processes and systems
- Technical output quality assurance processes
- Security and Data Protection processes and systems
- Project management processes and systems.
- Quality failure identification/rectification processes
- Management of subcontractors (if applicable)

Following Contract award, or at any time during the Contract Term or in relation to a Call-Off Contract, the Supplier's QMS manual and/or documented QMS process shall be made available to the Authority on request.

The Authority reserves the right to request evidence of certification and or audit reports relating to industry or Staff accreditation(s) being relied upon by the Supplier to deliver individual Work Packages at any time during the Contract Term.

13. Third Party Contributors and Sub-contracting

The Supplier's internal membership network, TRG and wider industry contacts are recognised as a key benefit of working in collaboration with the Supplier which the Authority is keen to encourage and continue. There will be no limit on the proportion of work the Supplier may deliver using this collaborative approach for individual projects.

Where it is necessary for the Supplier to sub-contract services, there is no limit on the proportion of work to be delivered by sub-contractors, subject to justification that the additional use of sub-contractors is strictly necessary to supplement its own resources, or that of the contributing members, to provide expertise for a specific element of the assessment they do not have in-house.

Where sub-contractors are used, details of the sub-contractor's staff experience and qualification, quality assurance processes/controls, proposed methodology or other information must be provided to the Authority if requested.

The Supplier is responsible for assuring the quality of services provided by contributing third parties and or sub-contractors and shall ensure they have the appropriate quality assurance/control systems in place. The Authority reserves the right to request further information on contributing third parties or subcontractors' quality systems/processes prior to a Work Package commencing or at any time during the Delivery of a Work Package.

14. CONFLICTS OF INTEREST (CoI)

The Authority is aware that, due to the specialised nature of the market, a degree of CoI may arise within the Supplier's internal or external contact networks or within its supply chain. The Authority retains the right to request the exclusion of a contributor or a proposed sub-contractor from being considered for individual Work Packages if, in the opinion of the Authority, an unacceptably high level of CoI will exist, for example where the impartiality of the advice or information provided could be challenged or perceived to be biased towards the interests of the contributor.

15. SUSTAINABILITY AND SOCIAL VALUE

Defra group protects and improves the environment and is committed to reducing the sustainability impacts of its activities directly and through its supply chains. We expect the Supplier to share this commitment and adopt a sound, proactive sustainable approach in keeping with the 25-year environmental plan and our legal commitments. This includes

understanding and reducing direct and indirect sustainability impacts and realising opportunities, including but not restricted to: resilience to climate change, reducing greenhouse gas emissions, water use and quality, biosecurity, resource efficiency and waste, reducing the risk of pollution, biodiversity, modern slavery and equality, diversity & inclusion, and negative community impacts.

As a delivery partner, the Supplier will be expected to pursue similar approach to sustainability objectives in their operations and the delivery of the services for this Contract, thereby ensuring the Authority is not contracting with a supplier whose operational outputs run contrary to the Authority's objectives.

The Supplier shall consider social value in their operations and their supply chains, including identifying any opportunities that arise to deliver social value goals or objectives, in the delivery of services for the Contract.

The Supplier shall hold and operate appropriate Equality, Diversity and Inclusion (EDI) and Modern Slavery policies for the duration of the Contract term. The Authority reserves the right to request further evidence of policies and their application at any time during the Contract term.

For delivery partners and sub-contractors, the same requirements shall apply to individual projects.

16. HEALTH, SAFETY AND WELLBEING

The Supplier shall hold and operate suitable policies and procedures to manage the health, safety and wellbeing of their Staff delivering services for the Contract. The Authority reserves the right to request further evidence of policies and or processes and their application at any time during the Contract Term.

For delivery partners and sub-contractors, the same requirement shall apply to individual Work Packages.

17. INTELLECTUAL PROPERTY RIGHTS (IPR)

The Authority retains full intellectual property ownership and rights to all output generated as a result of the work delivered under the Contract (including in relation to research, technical analyses, advice and recommendations) unless otherwise agreed in writing by the Authority. All results generated from, and all information obtained by the Supplier from the Authority, through the execution of this Contract, will at all times remain the property of the Authority or the originating party. The Supplier is not permitted to use for their own purposes or pass on to others information so gained, without the permission of the Authority.

A Prior Rights Schedule ([Annex 8](#)) will be completed for all Call-Off Contracts, prior to commencing, to record the exchange of IPR between the Authority and the Supplier prior

to Task Order Form approval and be regularly updated with any new IPR created during the Call-Off Period. It is the Supplier's responsibility to maintain and update the Prior Rights Schedule during the Call-Off Period and ensure all IPR is recorded correctly on completion of the Work Package.

18. GDPR

It is not anticipated that the Services required under the Contract will be subject to GDPR but it will be the Supplier's responsibility to assess the GDPR risks of individual Work Packages with the Authority on a case-by-case basis. An Authorised Processing Template ([Annex 1](#)) will be completed for Task Orders where it is identified personal data will be held. Changes to information set out in the Data Protection Schedule must be notified to the Authority when they occur, and the Schedule updated as required.

Where personal data is transferred to or created by the Supplier for individual Work Packages, the Supplier will maintain suitable data management procedures and systems to ensure compliance with Data Protection Legislation.

19. PUBLICITY

The Supplier (including delivery partners or subcontractors) is not permitted to undertake any publicity in relation to the Contract or individual Call-Off Contracts without the express permission of the Authority in writing. Any unauthorised publicity may result in the suspension of the Supplier (or delivery partner or subcontractor) from the Contract or Call-Off Contract or termination of the Contract or Call-Off Contract.

The Supplier (including delivery partners) may apply its corporate branding to reports, presentations or other materials with the written permission of the Authority, if in the Authority's opinion, it is appropriate. The Authority reserves the right to refuse permission, however, permission will not be unreasonably withheld. All materials produced will remain the property of the Authority. The Supplier shall agree to the unfettered use and publication of the materials by the Authority and shall not seek to apply any restrictions on use flowing from the branding.

20. INVOICING

Procedure for Invoicing

A payment schedule will be agreed in the Task Order Form for individual projects, a purchase order will be issued by the Authority Project Manager at the commencement of the Work Package. **The correct purchase order number must be quoted on all invoices, otherwise they will be rejected.**

All invoices should be submitted by email to:

APinvoices-ENV-U@gov.sscl.com

Supporting documentation (i.e. an Advice or Fee Note) giving a breakdown of the amount being claimed on each invoice should be submitted to the Authority Project Manager for authorisation prior to any invoice being submitted. Failure to provide advance notice may result in invoice payment being delayed.

Payment Terms

The Authority shall pay each invoice within 30 days of receipt of a valid invoice as detailed in the Conditions of Contract.

Overpayment

In the event of overpayment for any reason, such over payment shall be recoverable by the Authority from the Supplier. Credit notes of similar format to the invoices will be issued in respect of any such overpayments where this is appropriate for ongoing Work Packages. Should the overpayment arise on or after completion of the Work Package where the Authority is unable to process a credit note, the Supplier shall provide a cash refund to the Authority.

21. INSURANCE

The Authority requires the Supplier (and delivery partners if applicable) to hold the specified level of insurance for professional indemnity, cyber insurance and third-party insurance, if required, set out in the Contract terms for the duration of the Contract and any subsequent liability period stated.

22. SCHEDULE OF RATES

Role/Grade	Rate (£/hr)

VAT will be charged on the above rates at the prevailing rate at the time of invoicing.

Where additional sub-contracted Staff, not set out in the above Schedule of Rates, or Services are required, and with the agreement of the Authority, they shall be re-charged to the Authority at a maximum of cost +10% management fee.

These rates will be fixed for the initial 12 months of the Contract. For following years, three months prior to each anniversary of the Start Date of the Contract, the Supplier may request to amend their rates by up to maximum of 2% of the agreed day rates.

The Supplier may request to update their rates outside the formal review period under extenuating circumstances but the Authority is under no obligation to consider the request or accept revised rates.

Rates will be fixed for the duration of individual Work Packages, irrespective of changes to rates following an annual review during the Call-Off Period, unless otherwise agreed by both parties in writing.

Travel and Subsistence

Travel and other expenses shall be re-charged to the Authority at cost up to a maximum of the Authority's Travel and Subsistence policy rates set out in [Annex 3 \(Charges\)](#) of the Contract. Any change in allowances during the Contract term will be notified to the Supplier and the Contract varied as necessary.

Claims should always be supported by valid receipts for audit purposes and must not exceed any of the stated rates below. Should the stated rate be exceeded, the Authority reserves the right to reimburse only up to the stated rate.

23. Change Control Process

Variations to the Contract or Call-Off Contracts must be agreed in writing with the Authority prior to being implemented. The Authority reserves the right to refuse requests for additional costs if the variation has not been approved in advance.

A Change Control Note ([Annex 7](#)) will be completed and signed by both Parties to record and authorise all variations.

24. Confidentiality, Freedom of Information (Fol) and Environmental Information Regulations (EIR) and Transparency

Confidentiality

All Central Government Departments, their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement, including ensuring value for money and related aspects of good procurement practice.

For these purposes, the Authority may disclose within Government any of the Supplier's documents and information (including any that the Supplier considers to be confidential and/or commercially sensitive) related to the Contract.

In accordance with the obligations placed on public Authority's by the FOIA and the EIR, which provide a public right of access to information held by public bodies, the Authority may be required to disclose information relating to the Contract.

If the Supplier considers any information which it supplies to the Authority to be commercially sensitive or of a confidential nature, it should complete the schedule of Commercially Sensitive Information set out in [Annex 9](#):

- clearly identify any information provided as confidential or commercially sensitive;
- explain the potential implications of disclosure of such information; and
- provide an estimate of the period of time during which the Supplier believes that such information will remain confidential or commercially sensitive.

Freedom of Information and Environmental Information Regulations

If the Supplier identifies information as being confidential and/or commercially sensitive, the Authority will endeavour to maintain the confidentiality of that information, and will, where practicable, consult with the Supplier before information relating to the Contract is disclosed pursuant to a request for information under FOIA and/or EIR to establish whether an exemption from disclosure may apply.

However, even where information is identified by the Supplier as being confidential or commercially sensitive, the Supplier acknowledges that there may be circumstances in which the Authority may be required to disclose such information in accordance with the FOIA or the EIR (in addition to any other transparency obligations as set out in the Inter Government Reporting). In particular, the Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FOIA or the EIR including whether the public interest favours disclosure or not. Accordingly, the Authority does not guarantee that any information marked "confidential" or "commercially sensitive" will not be disclosed and accepts no liability for any loss or prejudice caused by the disclosure of information.

Transparency: Publication of Commercial Contract Awards

The Government has set out the need for greater transparency in how it spends public funds so that the public can hold politicians and public bodies to account. The Authority is required to publish the details of contract awards above £25,000 (including VAT) on the Contracts Finder and Find a Tender portals.

It is the responsibility of the Authority to publish the details of the award and a copy of the contract (with confidential information redacted), no later than 90 calendar days after the contract award date.

Annex 3 – Charges

Defined terms within this Annex:

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

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

1. How Charges are calculated

1.1 The Charges:

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

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

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

2. Are costs and expenses included in the Charges

2.1 Except as expressly set out in Paragraph 3 below, the Charges shall include all costs and expenses relating to the provision of Deliverables. No further amounts shall be payable in respect of matters such as:

2.1.1 incidental expenses such as document or report reproduction, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications charges; or

2.1.2 costs incurred prior to the commencement of the Contract.

3. When the Supplier can ask to change the Charges

3.1 The Charges will be fixed for the first 12 months following the Start Date (the date of expiry of such period is a "**Review Date**"). After this Charges can only be adjusted on each following yearly anniversary (the date of each such anniversary is also a "Review Date").

3.2 The Supplier shall give the Authority at least three (3) Months' notice in writing prior to a Review Date where it wants to request an increase. If the Supplier does not give notice in time then it will only be able to request an increase prior to the next Review Date.

3.3 The Charges set out in the table in 4.1 below may be adjusted by a maximum annual uplift of 2%, subject to 3.4.2 below and with the agreement of the Authority.

3.4 Any notice requesting an increase shall include:

3.4.1 a list of the Charges to be reviewed;

3.4.2 for each of the Charges under review, written evidence of the justification for the requested increase.

4. Rates and Prices

4.1 Schedule of Hourly Rates

Role/Grade	Rate (£/hr) Year 1	Rate (£/hr) Year 2
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

4.1.1 VAT will be charged on the above rates at the prevailing rate at the time of invoicing.

4.1.2 Where additional sub-contracted Staff, not set out in the above Schedule of Rates, or Services are required, and with the agreement of the Authority, they shall be re-charged to the Authority at a maximum of cost +10% management fee.

4.1.3 Charges agreed for Task Order Forms called off from the Contract will be fixed for the duration of the Task Order Form term, irrespective of any changes to charges following an annual review process, unless otherwise agreed by both parties in writing.

4.2 Travel and Subsistence

4.2.1 Travel and other expenses shall be re-charged to the Authority at cost up to a maximum of the Authority's Travel and Subsistence policy rates set out in 4.3 – 4.5 below.

4.2.2 Claims should always be supported by valid receipts for audit purposes and must not exceed any of the stated rates below. Should the stated rate be exceeded, the Agency reserves the right to reimburse only up to the stated rate.

4.3 Rail Travel

All Journeys – Standard class rail unless a clear business case demonstrating value for money can be presented. This includes international rail journeys by Eurostar and other international and overseas rail operators.

4.4 Mileage Allowances

Mileage rate	10,000 business in the tax year	Subsequent mile
Private cars and vans – no public transport rate	45p	25p
Private cars and vans – public transport rate*	25p	25p
Private motorcycles	24p	24p
Passenger supplement**	5p	5p
Equipment supplement**	3p	3p
Bicycle	20p	20p

*The rate where 'no public transport alternative' for car and van travel can only be claimed where the use of a private vehicle for the journey is essential e.g. on grounds of disability or where there is no practical public transport alternative. If the use of the vehicle is not essential the 'public transport rate' should be claimed.

** A supplementary mileage payment may be claimed when a private vehicle is used on official business and the claimant is accompanied by one or more passengers or needs to carry heavy and/or bulky official equipment. Under HMRC rules the equipment supplement is taxable.

4.5 UK Subsistence

Accommodation Allowance

Location	Upper Limit
London (Bed and Breakfast)	£160 per night
All other UK locations	£100 per night

Subsistence Allowance

- over 5 hours out of base office: up to £7
- over 10 hours out of base office: up to £12
- over 12 hours out of base office: up to £17
- over 15 hours and up to 24 hours out of base office: up to £33

5. Currency

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

6. Variations

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

7. Electronic Invoicing

- 7.1 The Authority shall accept for processing any electronic invoice that it is valid, undisputed and complies with the requirements of the Authority's e-invoicing system:
- 7.2 The Supplier shall ensure that each invoice is submitted in a PDF format and contains the following information:
 - 7.2.1 the date of the invoice;
 - 7.2.2 a unique invoice number;
 - 7.2.3 the period to which the relevant Charge(s) relate;
 - 7.2.4 the correct reference for the Contract
 - 7.2.5 a valid Purchase Order Number;
 - 7.2.6 the dates between which the Deliverables subject of each of the Charges detailed on the invoice were performed;
 - 7.2.7 a description of the Deliverables;
 - 7.2.8 the pricing mechanism used to calculate the Charges (such as fixed price, time and materials);
 - 7.2.9 any payments due in respect of achievement of a milestone, including confirmation that milestone has been achieved by the Authority's Authorised Representative
 - 7.2.10 the total Charges gross and net of any applicable deductions and, separately, the amount of any reimbursable expenses properly chargeable to the Authority under the terms of this Contract, and, separately, any VAT or other sales tax payable in respect of each of the same, charged at the prevailing rate; and
 - 7.2.11 a contact name and telephone number of a responsible person in the Supplier's finance department and/or contract manager in the event of administrative queries.

- 7.3 The Supplier shall submit all invoices and any requested supporting documentation through the Authority's e-invoicing system or if that is not possible to: Shared Services Connected Ltd, PO Box 797, Newport, Gwent, NP10 8FZ with a copy (again including any supporting documentation) to such other person and at such place as the Authority may notify to the Supplier from time to time.
- 7.4 Invoices submitted electronically will not be processed if:
- 7.4.1 The electronic submission exceeds 4mb in size
 - 7.4.2 Is not submitted in a PDF formatted document
 - 7.4.3 Multiple invoices are submitted in one PDF formatted document
 - 7.4.4 The formatted PDF is "Password Protected"

Annex 4 – Tender Submission

As set out in individual Annex 6 Task Order Forms

Annex 5 – Sustainability

1 Sustainability

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

2 Human Rights

- 2.1 The Authority is committed to ensuring that workers employed within its supply chains are treated fairly, humanely, and equitably. The Authority requires the Supplier to share this commitment and to take reasonable and use reasonable and proportionate endeavours to identify any areas of risk associated with this Contract to ensure that it is meeting the International Labour Organisation International Labour Standards which can be found online - [Conventions and Recommendations \(ilo.org\)](http://ilo.org) and at a minimum comply with the Core Labour Standards, encompassing the right to freedom of association and collective bargaining, prohibition of forced labour, prohibition of discrimination and prohibition of child labour.
- 2.2 The Supplier must ensure that it and its sub-contractors and its supply chain:
 - 2.2.1 pay staff fair wages and
 - 2.2.2 implement fair shift arrangements, providing sufficient gaps between shifts, adequate rest breaks and reasonable shift length, and other best practices for staff welfare and performance.

3 Equality, Diversity and Inclusion (EDI)

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

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

4 Environment

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

5 Social Value

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

Annex 6 – Task Order Form



Contaminated Land Advisory Services Contract

Task Reference:

Date:

1.0 Request for Proposal

- 1.1 The following document is to be used as a Task Order Form template to be sent by the Authority's Project Manager for completion and return by the Supplier in accordance with the call-off procedures detailed in the Contract.

Contaminated Land Advisory Services Contract	
SECTION 1 - REQUEST FOR PROPOSAL	
To be completed by the Environment Agency Project Manager	
<i>[please remove all red guidance text before issuing]</i>	
Project title:	
Call off Reference:	
Atamis project ref (if applicable):	
Cost Centre Code (for admin purposes only)	
Date: <i>[date call off is issued to supplier]</i>	

3. Proposed program of work and payment table (Detailing specific tasks, key milestones, deliverables & completion date where appropriate) *Payment schedule should detail the % amount that will be paid after delivery of each task. Set out how you want the Section 7 cost proposal table broken down (e.g. by key task/sub-tasks; deliverable etc). Note, this can be left to Supplier if you do not have a format in mind, but must be complete at award.*

Task no.	Task and deliverable	Completion date	Payment schedule

If you wish for the Supplier to provide their own milestone breakdown indicate here:

4. Risk

Note: This section is to be used to detail any risks or key elements relevant to the project i.e. Programme deliverable dates, workshops or external requirements, data, consultees, stakeholders etc that could impact the success of the project if they are not managed.

Note: Health & Safety and Sustainability is managed at contract level and should not be repeated unless there are specific requirements that relate to your project. General requirements should be covered in Section 1 and be included in the Supplier's reply to the Approach and Methodology section.

Contaminated Land Advisory Services Contract

Section 2 - PROPOSAL

To be completed by the Supplier

Call off Reference:

Date:

Do not make or append Caveats and Assumptions in your proposal – any points of uncertainty must be raised as a clarification point prior to submitting the proposal. Where assumptions are to be made, these will be stated by the Authority's Project Manager.

1. Approach & Methodology

2. Project Management (inc Project plan). [A project plan may be provided as an attachment with your reply] *(delete if not required)*

3. Proposed Staff and Roles

Name	Position/Role

4. Risk

Note: This section is to be used to detail any risks relevant to the project and managing actions i.e. Programme deliverable dates, data, consultees etc.

7. Cost Proposal

Please use hourly rates as agreed under the Contract. A full cost schedule may be attached to support the costs summarised below.

a. Staff Costs

Task No.	Name	Grade/Role	Hourly rate	Hours	Cost
					£
					£
					£

Staff Costs Sub-total		£	
b. Sub-contractor Costs or other additional costs (if applicable)			
Task No.	Detail	Rate/Hrs	Cost
			£
			£
			£
Additional costs sub-total		£	
c. Expenses (please detail type i.e. travel, accommodation etc.)		Rate	Cost
		£	£
		£	£
Expenses Sub-total		£	
Total Project Cost		£	
By signing this form the Supplier agrees to provide the services stated above for the cost set out in your Section 7 and in accordance with the Contaminated Land Advisory Services Contract Conditions of Contract.			
Supplier Project Manager:			
Signature:			
Date:			

Contaminated Land Advisory Services Contract

SECTION 3 - TASK ORDER FORM

To be completed by the Environment Agency Project Manager and sent to the Supplier for countersignature. PLEASE INCLUDE ENTIRE DOCUMENT

Project title:

Call off Reference:

Atamis project ref (if applicable):

Date:

THE Contracting Authority: Environment Agency
[Insert address for EA Project Manager]

THE Supplier: Contaminated Land: Applications in the Real Environment
(CL:AIRE)
8th floor, Fountain House RBC, 2 Queens Walk, Reading RG1
7QF

APPLICABLE FRAMEWORK CONTRACT

This Task Order Form is for the provision of the Deliverables and dated *[Insert date of issue]*. It is issued as a call-off under the Contaminated Land Advisory Services Contract reference *[xxxxx]* for the provision of *[Insert name of project]*.

CALL-OFF INCORPORATED TERMS The following documents are incorporated into this Task Order Form. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. Contract Terms and Conditions;
2. Annex 6 Task Order Form Request for Proposal;
3. Annex 6 Task Order Form Proposal

No other Supplier terms are part of the call-off. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF START DATE: [Inset Day Month Year]

CALL-OFF EXPIRY DATE: [Inset Day Month Year]

CALL-OFF PERIOD: [Insert Years, Months]

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

The call-off contract will be formed on the date on which both Parties communicate acceptance of its terms **[on the Authority's electronic contract management system ("Atamis") delete if not using Atamis]** by signing below **[and returning via the DocuSign process (if using Atamis)]** or **[and returning the completed Task Order Form to: [add email address of EA PM].**

For and on behalf of the Supplier:

For and on behalf of the Authority:

Signature:

Signature:

Name:

Name:

Role:

Role:

Date:

Date:

Annex 7 – Change Control



CONTRACT CHANGE NOTE

Contract Change Note Number	[000]
[Contract/Task Order Form] Reference Number and Title	
Variation Title	
Number of Pages	

Whereas the Supplier CL:AIRE and the Authority entered into a **[Contract/Call-off Contract]** for the provision of **[insert contract title]** dated **[insert date dd/mm/yyyy]** (the “Original Contract”) and now wish to amend the Original Contract.

It is agreed as follows:

1. With effect from **[dd/mm/yyyy]** the Original Contract shall be amended as set out in this Contract Change Note:

Change Requestor / Originator	[Name] Authority/Supplier	
Summary of Change		
Reason for Change		
Revised Contract Price	Original Contract Value	£
	Previous Contract Changes	£
	Contract Change Note [x]	£
	New Contract Value	£
Revised Payment Schedule		
Revised Specification (see Annex A)		
Revised Contract Period		
Change in Contract Manager(s)		
Other Changes		

2. Save as herein amended all other terms and conditions of the Original Contract shall remain in full force and effect.

[Execution of the Contract Change Note is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000. The revised Contract is formed on the date on which both Parties communicate acceptance of its terms on the Authority's electronic contract management system (“Atamis”).] **[Delete this wording if not using Atamis]**

Signed by the Authority	Signed by the Supplier
Signature: Name: Role: Date:	Signature: Name: Role: Date:

Annex 8 – Prior Rights Schedule



Contract Ref:

Project Title:

PRIOR RIGHTS SCHEDULE: Details of Prior Rights held by the Parties (to be updated as Rights are introduced during the period of the Framework call off contract)

Prior Rights owned or lawfully used by a Party, whether under licence or otherwise, which it introduces to the project for the purposes of fulfilling its obligations under the call off contract:

Held by the Authority

Name and description of Prior Rights	Extent of proposed use in the Project	Proprietary owner of the Prior Rights

Held by the Supplier

Name and description of Prior Rights	Extent of proposed use in the Project	Proprietary owner of the Prior Rights

--	--	--

Held by [third party details] (where third party IPR is being used in the project, delete if not required)

Name and description of Prior Rights	Extent of proposed use in the Project	Proprietary owner of the Prior Rights

Supplier's Prior Rights

All Intellectual Property Rights owned by or lawfully used by the Supplier, whether under licence or otherwise before the date of this Work Package. It can also mean any invention and know how or other intellectual property (whether or not patentable) owned by one of the parties prior to the commencement of the Work Package or devised or discovered by one of them only in the course of other projects during the Work Package period and not arising directly from the Work Package.

- "Know how" means unpatented technical information (including without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing of procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control, data analyses, reports and submissions) that is not already in the public domain.

FORM OF PERIODIC INTELLECTUAL PROPERTY RETURN

To be completed by the Parties periodically throughout the Project Period as set out in Clause 22.1 (Prior Rights)

- Prior Rights owned or lawfully used by a Party, whether under licence or otherwise, which it introduces to the Project for the purposes of fulfilling its obligations under the Contract during the Period from [] to []

Held by the Authority

Proprietary owner of the Prior Right	Name and description of Prior Right (incl. type of IPR, format, date, product description, number, product number,	Proposed use in the Project

	geographical area, version number)	

Held by the Supplier

Proprietary owner of the Prior Right	Name and description of Prior Right (incl. type of IPR, format, date, product description, number, product number, geographical area, version number)	Proposed use in the Project

Held by [third party details] (where third party IPR is being used in the project, delete if not required)

Proprietary owner of the Prior Right	Name and description of Prior Right (incl. type of IPR, format, date, product description, number, product number, geographical area, version number)	Proposed use in the Project

This form must be retained as part of the project records

Annex 9 – Commercial Sensitive Information

8. WHAT IS THE COMMERCIALLY SENSITIVE INFORMATION?

In this Schedule the Parties have sought to identify the Supplier'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.

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 Award Form (which shall be deemed incorporated into the table below).

Without prejudice to the Authority's obligation to disclose information in accordance with FOIA or Clause 20 (When you can share information), the Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following information:

No.	Date	Item(s)	Duration of Confidentiality
	[insert date]	[insert details]	[insert duration]

Short Form Terms

1. Definitions used in the Contract

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

"Authority"	means the authority identified in paragraph 3 of the Order Form;
"Authority Data"	a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's confidential information, and which: i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or b) any Personal Data for which the Authority is the Data Controller;
"Authority Cause"	any breach of the obligations of the Authority or any other default, act, omission, negligence or statement of the Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Authority is liable to the Supplier;
"Call-Off Contract"	means a Task Order Form (including its Annexes and Appendices) for the supply of Deliverables and/or Services entered into by the Parties in accordance with the Call-Off Procedure.
"Call-Off Contract Commencement Date"	means the date specified in the relevant Call-Off Contract.

"Call-Off Period"	means the period from the Call-Off Contract Commencement Date until such time specified in the relevant Call-Off Contract or such earlier date of termination or partial termination of the Contract in accordance with the Law or the Contract.
"Call-Off Procedure]"	means the procedure for the award of call-off contracts set out in Schedule 3.
"Central Government Body"	for the purposes of this Contract this means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> • Government Department; • Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); • Non-Ministerial Department; or • Executive Agency;
"Charges"	means the charges for the Deliverables as specified in the Order Form and Annex 3;
"Confidential Information"	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is agreed by the Parties to be confidential;
"Contract"	means this contract between (i) the Authority and (ii) the Supplier which is created by the Supplier signing the Order Form and returning it to the Authority.
"Controller"	has the meaning given to it in the "UK GDPR";

"Crown Body"	means any department, office or agency of the Crown, including any and all Local Authority bodies;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the UK GDPR and any applicable national implementing Laws as amended from time to time; (ii) the Data Protection Act 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Date of Delivery"	means that date by which the Deliverables must be delivered to the Authority, as specified in the Task Order Form;
"Deliver"	means handing over the Deliverables to the Authority at the address and on the date specified in the Task Order Form, which shall include unloading and any other specific arrangements agreed in accordance with Clause 4. Delivered and Delivery shall be construed accordingly;
"Deliverables"	Services that may be ordered under the Contract including the Documentation;

"Documentation"	<p>descriptions of the Services, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) that is required to be supplied by the Supplier to the Authority under the Contract as:</p> <p>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>c) has been or shall be generated for the purpose of providing the Deliverables;</p>
"Existing IPR"	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
"Expiry Date"	means the date for expiry of the Contract as set out in the Order Form;
"FOIA"	means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Information"	has the meaning given under section 84 of the FOIA;

"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Insolvency Event"	occurs in respect of a legal person (for example an individual, company or organisation): i) if that person is insolvent; ii) if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; or iv) if the person makes any arrangement with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction whether under the Insolvency Act 1986 or otherwise;
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal) Act 2018;
"Key Personnel"	means any persons specified as such in the Order Form or otherwise notified as such by the Authority to the Supplier in writing;
"Law"	means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of Section 4(1) EU Withdrawal Act 2018 as amended by EU (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Parties are bound to comply;
"New IPR"	all and any intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
"Order Form"	means the letter from the Authority to the Supplier printed above these terms and conditions;
"Party"	the Supplier or the Authority (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	has the meaning given to it in the UK GDPR;
"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Processing"	has the mean given to it in the UK GDPR;
"Processor"	has the meaning given to it in the UK GDPR;
"Purchase Order Number"	means the Authority's unique number relating to the order for Deliverables to be supplied by the Supplier to the Authority in accordance with the terms of the Contract;

"Quality Standards"	means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent body (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with, and as may be further detailed in Schedule 1.
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Services"	means the services to be supplied by the Supplier to the Authority under the Contract;
"Schedule of Rates"	means the Supplier's rate card set out in Appendix 1 to Schedule 2 (Contract Rates and Call Off Charges).
"Specification"	means the description of the Services available to be procured under a Call Off Contract as set out in Schedule 1 including, where appropriate, the Key Personnel and the Quality Standards
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where applicable, the Authority's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Start Date"	Means the start date of the Contract set out in the Order Form;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any subcontractor engaged in the performance of the Supplier's obligations under the Contract;
"Supplier"	means the person named as Supplier in the Order Form;
"Sustainability Requirements"	means any relevant social or environmental strategies, policies, commitments, targets, plans or requirements that apply to and are set out in the Annex 5;

"Task Order Form"	means the document in which the Authority specifies the Services and Deliverables which are to be supplied by the Supplier under a Call-Off Contract.
"Task Order Proposal"	means the document submitted by the Supplier to the Authority in response to the Authority's request for Services under the Contract in the form of Part 2 of the Task Order Form.
"Tender Submission"	means the Supplier's response to the invitation to provide a proposal for the Services required under the Contract (including, for the avoidance of doubt, any clarification provided by the Supplier).
"Term"	means the period from the Start Date to the Expiry Date as such period may be extended in accordance with the Order Form or terminated in accordance with Clause 11;
"UK GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (and see section 205(4);
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Workers"	any one of the Supplier Staff which the Authority, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.
"Work Package"	means the Authority's requirement for services for a specific piece of work or project to be called off under the Contract.
"Work Package Specification"	means the description of Services as set out in a Call Off Contract which relate to that Call Off Contract.

2. Understanding the Contract

In the Contract, unless the context otherwise requires:

2.1 references to numbered clauses are references to the relevant clause in these terms and conditions and references to numbered paragraphs are references to the paragraph in the relevant Annex;

2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;

2.3 the headings in this Contract are for information only and do not affect the interpretation of the Contract;

2.4 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;

2.5 the singular includes the plural and vice versa;

2.6 a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that law;

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

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

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

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

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

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

3. How the Contract works

3.1 The Order Form is an offer by the Authority to purchase the Services and / or Deliverables subject to and in accordance with the terms and conditions of the Contract.

3.2 The Supplier is deemed to accept the offer in the Order Form when the Authority receives a copy of the Order Form signed by the Supplier.

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

4. What needs to be delivered

4.1 All Deliverables

(a) The Supplier must provide Services and / or Deliverables: (i) in accordance with the Specification and Tender Submission; (ii) to a professional standard; (iii) using all reasonable skill and care; (iv) using Good Industry Practice; (v) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract; (vi) in accordance with such policies and procedures of the Authority (as amended from time to time) that may be specified in the Contract (vii) on the dates agreed; and (viii) in compliance with all applicable Law.

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

4.2 Goods clauses

(a) All Goods Delivered must be capable of meeting the requirements set out in the Specification and be either (i) new and of recent origin, (ii) reused or (iii) recycled.

(b) All manufacturer warranties covering the Goods will be assigned to the Authority on request and for free.

(c) The Supplier transfers ownership of the Goods on completion of Delivery (including off-loading and stacking) or payment for those Goods, whichever is earlier.

(d) Risk in the Goods transfers to the Authority on Delivery but remains with the Supplier if the Authority notices any damage or defect following Delivery and lets the Supplier know within three Working Days of Delivery.

(e) The Supplier must have full and unrestricted ownership of the Goods at the time of transfer of ownership.

(f) The Supplier must Deliver the Goods on the date and to the specified location during the Authority's working hours.

(g) The Supplier, its subcontractor(s) and supply chain must minimise packaging used whilst providing sufficient packaging for the Goods to reach the point of Delivery safely and undamaged. The Supplier must take back any primary packaging where it is possible to do so. Packaging must be 100% re-usable, recyclable or compostable, use recycled content where reasonably practicable and support the Government's commitment to eliminate single use plastic.

(h) All Deliveries must have a delivery note attached that specifies the order number, type, quantity of Goods, contact and details of traceability through the supply chain.

(i) The Supplier must provide all tools, information and instructions the Authority needs to make use of the Goods. This will include, where appropriate, any operation manuals which, unless specified otherwise, will be written in English and provided in electronic form.

(j) The Supplier will notify the Authority of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Authority against the costs arising as a result of any such request. Goods must be disposed of in line with the waste management hierarchy as set out in Law. The Supplier will provide evidence and transparency of the items and routes used for disposal to the Authority on request.

(k) The Authority can cancel any order or part order of Goods which have not been Delivered. If the Authority gives less than 14 calendar days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.

(l) The Supplier must at its own cost repair, replace, refund or substitute (at the Authority's option and request) any Goods that the Authority rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Authority's costs including repair or re-supply by a third party.

(m) The Authority will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Authority or its servant or agent. If the Authority suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify from all losses, damages, costs or expenses (including professional fees and fines) which arise as a result of or in connection with such damage or injury where it is attributable to any act or

omission of the Supplier or, where related to the Contract, any of its subcontractors or suppliers.

4.3 Services clauses

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

5. Pricing and payments

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

5.2 All Charges:

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

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

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

5.4 A Supplier invoice is only valid if it:

(a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Authority as set out in Annex 3; and

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

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

5.5 If there is a dispute between the Parties as to the amount invoiced, the Authority shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 35.

5.6 If any sum of money is recoverable from or payable by the Supplier under the Contract (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Contract), that sum may be deducted unilaterally by the Authority from any sum then due, or which may become due, to the Supplier under the Contract or under any other agreement or contract with the Authority. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Authority in order to justify withholding payment of any such amount in whole or in part.

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

6. The Authority's obligations to the Supplier

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

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

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

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

(d) the Supplier cannot suspend the ongoing supply of Deliverables.

6.2 Clause 6.1 only applies if the Supplier:

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

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

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

7. Record keeping and reporting

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

7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for seven years after the date of expiry or termination of the Contract.

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

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

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

(a) tell the Authority and give reasons;

(b) propose corrective action;

(c) agree a deadline with the Authority for completing the corrective action.

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

(a) as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract; or

(b) as to the sustainability or health and safety conduct of the Supplier, subcontractors and supply chain in the performance of the Contract;

then the Authority may:

(i) require that the Supplier provide to the Authority (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract (in the case of (a)) or improve its sustainability conduct or performance (in the case of (b)) and the Supplier will make changes to such plan as reasonably required by the Authority and once it is agreed then the Supplier shall act in accordance with such plan and report to the Authority on demand

(ii) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Authority or materially fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Authority notifies).

8. Supplier staff

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

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

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

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

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

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

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

- (a) requested to do so by the Authority;

(b) the person concerned resigns, retires or dies or is on maternity, adoption, shared parental leave or long-term sick leave; or

(c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated.

9. Rights and protection

9.1 The Supplier warrants and represents that:

(a) it has full capacity and authority to enter into and to perform the Contract;

(b) the Contract is executed by its authorised representative;

(c) it is a legally valid and existing organisation incorporated in the place it was formed;

(d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;

(e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;

(f) it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and

(g) it is not impacted by an Insolvency Event.

9.2 The warranties and representations in clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.

9.3 The Supplier indemnifies the Authority against each of the following:

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

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

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

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

10. Intellectual Property Rights (IPRs)

10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Authority a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide

licence to use, change and sub-license the Supplier's Existing IPR to enable it and its sub-licensees to both:

(a) receive and use the Deliverables;

(b) use the New IPR.

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

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

10.4 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.

10.5 If any claim is made against the Authority for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.

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

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

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

11. Ending the contract

11.1 The Contract takes effect on the date of or (if different) the date specified in the Order Form and ends on the earlier of the date of expiry or termination of the Contract or earlier if required by Law. Each Call-Off Contract is a separate contract from the Contract and survives the termination of the Contract.

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

Ending the Contract without a reason

11.3 The Authority has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if the Contract is terminated, clause 11.5(b) to 11.5(g) applies.

When the Authority can end the Contract

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

(i) there is a Supplier Insolvency Event;

(ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify in the Authority's opinion that the Supplier's conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;

(iii) if the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied. Where a material breach is not capable of remedy, the Authority has the right to immediately terminate the Contract;

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

(v) if the Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;

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

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

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

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

(b) If any of the events in 73(1) (a) to (c) of the Regulations (substantial modification, exclusion of the Supplier, procurement infringement) happen, the Authority has the right to immediately terminate the Contract and clause 11.5(a) to 11.5(g) applies.

11.5 What happens if the Contract ends

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

- (a) the Supplier is responsible for the Authority's reasonable costs of procuring replacement deliverables for the rest of the Term ;
- (b) the Authority's payment obligations under the terminated Contract stop immediately;
- (c) accumulated rights of the Parties are not affected;
- (d) the Supplier must promptly delete or return the Authority Data except where required to retain copies by law;
- (e) the Supplier must promptly return any of the Authority's property provided under the Contract;
- (f) the Supplier must, at no cost to the Authority, give all reasonable assistance to the Authority and any incoming supplier and co-operate fully in the handover and re-procurement;
- (g) the following clauses survive the termination of the Contract: 3.3, 7.2, 7.3, 7.4, 9, 10, 12, 13.3, 14, 15, 16, 17, 18, 19, 20, 32, 35, 36 and any clauses or provisions within the Order Form or the Annexes which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract

- (a) The Supplier can issue a reminder notice if the Authority does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Authority fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.
- (b) If a Supplier terminates the Contract under clause 11.6(a):
 - (i) the Authority must promptly pay all outstanding charges incurred to the Supplier;
 - (ii) the Authority must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with satisfactory evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated;
 - (iii) clauses 11.5(d) to 11.5(g) apply.

11.7 Partially ending and suspending the Contract

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

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

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

(i) reject the variation; nor

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

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

12. How much you can be held responsible for

12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is £1,000,000 (one million pounds) unless specified in the Order Form.

12.2 No Party is liable to the other for:

(a) any indirect losses;

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

12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:

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

(b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;

(c) any liability that cannot be excluded or limited by law.

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

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

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

13. Obeying the law

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

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

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf

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

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

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

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

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

14. Insurance

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

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

15. Data protection

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

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

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

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

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

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

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

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

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

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

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

15.10 Only the Authority can decide what processing of Personal Data a Supplier can do under the Contract and must specify it for the Contract using the template in Annex 1 of the Order Form (*Authorised Processing*).

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

15.12 The Supplier must give all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment before starting any processing, including:

- (a) a systematic description of the expected processing and its purpose;

- (b) the necessity and proportionality of the processing operations;

- (c) the risks to the rights and freedoms of Data Subjects;

(d) the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.

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

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

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

15.16 The Supplier must take all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:

(a) are aware of and comply with the Supplier's duties under this clause 15;

(b) are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;

(c) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise allowed by the Contract;

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

15.17 The Supplier must not transfer Personal Data outside of the EU unless all of the following are true:

(a) it has obtained prior written consent of the Authority;

(b) the Authority has decided that there are appropriate safeguards (in accordance with Article 46 of the UK GDPR);

(c) the Data Subject has enforceable rights and effective legal remedies when transferred;

(d) the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;

(e) where the Supplier is not bound by Data Protection Legislation it must use its best endeavours to help the Authority meet its own obligations under Data Protection Legislation; and

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

15.18 The Supplier must notify the Authority immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- (e) receives a request from any third party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law;
- (f) becomes aware of a Data Loss Event.

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

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

- (a) full details and copies of the complaint, communication or request;
- (b) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
- (c) any Personal Data it holds in relation to a Data Subject on request;
- (d) assistance that it requests following any Data Loss Event;
- (e) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.

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

- (a) is not occasional;
- (b) includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR;
- (c) is likely to result in a risk to the rights and freedoms of Data Subjects.

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

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

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

- (a) notify the Authority in writing of the intended Subprocessor and processing;
- (b) obtain the written consent of the Authority;
- (c) enter into a written contract with the Subprocessor so that this clause 15 applies to the Subprocessor;
- (d) provide the Authority with any information about the Subprocessor that the Authority reasonably requires.

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

15.26 At any time the Authority can, with 30 Working Days' notice to the Supplier, change this clause 15 to:

- (a) replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme under UK GDPR Article 42;
- (b) ensure it complies with guidance issued by the Information Commissioner's Office.

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

15.28 The Supplier:

- (a) must provide the Authority with all Authority Data in an agreed open format within 10 Working Days of a written request;
- (b) must have documented processes to guarantee prompt availability of Authority Data if the Supplier stops trading;
- (c) must securely destroy all storage media that has held Authority Data at the end of life of that media using Good Industry Practice;
- (d) must securely erase or return all Authority Data and any copies it holds when asked to do so by the Authority unless required by Law to retain it;

(e) indemnifies the Authority against any and all losses, damages, costs or expenses (including professional fees and fines) incurred if the Supplier breaches clause 15 and any Data Protection Legislation.

16. What you must keep confidential

16.1 Each Party must:

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

16.2 In spite of clause 16.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:

- (a) where disclosure is required by applicable law, permitted in respect of an audit pursuant to clause 7.3, or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the disclosing Party's Confidential Information;
- (f) to its auditors or for the purposes of regulatory requirements;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis;
- (h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

16.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Authority at its request.

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

(a) on a confidential basis to the employees, agents, consultants and contractors of the Authority;

(b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any organisation that the Authority transfers or proposes to transfer all or any part of its business to;

(c) if the Authority (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;

(d) where requested by Parliament; and/or

(e) under clauses 5.7 and 17.

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

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

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

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

17. When you can share information

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

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

(a) comply with any Freedom of Information Act (FOIA) request;

(b) comply with any Environmental Information Regulations (EIR) request.

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

18. Invalid parts of the contract

If any part of the Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as

required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.

19. No other terms apply

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

20. Other people's rights in a contract

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

21. Circumstances beyond your control

21.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:

- (a) provides written notice to the other Party;
- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

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

21.3 Where a Party terminates under clause 21.2:

- (a) each party must cover its own losses;
- (b) clause 11.5(b) to 11.5(g) applies.

22. Relationships created by the contract

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

23. Giving up contract rights

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

24. Transferring responsibilities

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

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

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

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

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

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

25. Changing the contract

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

26. How to communicate about the contract

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

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

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

27. Preventing fraud, bribery and corruption

27.1 The Supplier shall not:

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

doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.

27.2 The Supplier shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with good industry practice, to prevent any matters referred to in clause 27.1 and any fraud by the Supplier, Supplier Staff (including its shareholders, members and directors), any subcontractor and the Supplier's supply chain in connection with the Contract. The Supplier shall notify the Authority immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.

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

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

28. Health, safety and wellbeing

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

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

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

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

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

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

29. Business Continuity

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

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

30. Whistleblowing

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

30.2 The Supplier agrees:

(a) to insert the following wording into their whistleblowing policy and communicate to all staff:

“If you feel unable to raise your concern internally and it relates to work being carried out for which the ultimate beneficiary (through a contractual chain or otherwise) is the Environment Agency, please contact Peter Kellett, Director of Legal Services at Horizon House, Deanery Road, Bristol BS1 5AH, email peter.kellett@environment-agency.gov.uk mobile 07810 180974”, and

(b) to ensure that their Sub-contractors have free access to the Authority’s whistleblowing policy”.

31. Tax

31.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable,

any interest or any fines. The Authority cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.

31.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under this Contract, the Supplier must both:

- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions;

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

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

- (a) the Authority may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 31.2, or why those requirements do not apply, the Authority can specify the information the Worker must provide and the deadline for responding;

- (b) the Worker's contract may be terminated at the Authority's request if the Worker fails to provide the information requested by the Authority within the time specified by the Authority;

- (c) the Worker's contract may be terminated at the Authority's request if the Worker provides information which the Authority considers isn't good enough to demonstrate how it complies with clause 31.2 or confirms that the Worker is not complying with those requirements;

- (d) the Authority may supply any information they receive from the Worker to HMRC for revenue collection and management.

32. Publicity

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

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

33. Conflict of interest

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

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

33.3 The Authority can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential conflict of interest.

34. Reporting a breach of the contract

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

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

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

35. Resolving disputes

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

35.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 35.3 to 35.5.

35.3 Unless the Authority refers the dispute to arbitration using clause 35.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- (a) determine the dispute;
- (b) grant interim remedies;

(c) grant any other provisional or protective relief.

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

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

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

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

36. Which law applies

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

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