



Department
of Health &
Social Care

Commercial Directorate
Department of Health and Social Care
Quarry House
Quarry Hill
Leeds
LS2 7UE

Supplier: Account CIC

Date: 16th November 2021

Our ref: C52581

Evaluation of Culturally Appropriate Advocacy

The attached contract details ("**Order Form**") and contract conditions set out the terms of the contract between the Account CIC and the Secretary of State for Health and Social Care acting as part of the Crown (Department of Health and Social Care) for the provision of the deliverables set out in the Order Form.

Please confirm your acceptance of the Conditions by signing and returning the Order Form to

[REDACTED]


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

Yours faithfully,

[REDACTED]





Order Form

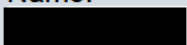

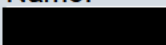

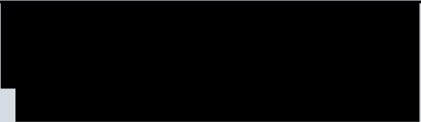
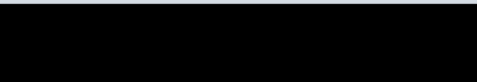
1. Contract Reference	C52581	
2. Date	17 th November 2021	
3. Buyer	Department of Health and Social Care Secretary of State for Health and Social Care acting as part of the Crown Department of Health and Social Care 39 Victoria Street London SW1H 0EU	
4. Supplier	Account CIC Amba House. 22 Deverills Way Langley Slough England SL3 8WN	
5. The Contract	<p>The Supplier shall supply the deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions").</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>The following Conditions shall not apply to this Contract:</p> <p>Clause 4.2; Clause 4.3(c) and (g);</p> <p>In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Buyer and may delay conclusion of the Contract.</p>	
6. Deliverables	Goods	Not applicable
	Services	To be performed remotely at Suppliers premises or working from home. Any potential meetings that may be required face to face but in line with Government Covid-19 Guidelines will be held at the Buyers premises.

	39 Victoria Street London SW1H 0EU
7. Specification	<p>1. Services In Annex 1 – The Services</p> <p>2. Progress Meetings</p> <p>2.1 The Buyer and the Supplier will hold regular progress meetings via video call as reasonably requested by the Buyer from time to time. Between such meetings both the Buyer and Supplier shall each also raise any project or contract management issues with each other as and when they arise.</p> <p>2.2 The Supplier will liaise and communicate with the Contractors responsible for the Pilots and Evaluations. For Pilots - To arrange Training for their Advocates For Evaluations – To agree data and reporting requirements</p> <p>3. Publishing All Evaluation outputs, including findings and information contained within, will be the intellectual property of DHSC to use, further develop and disseminate as they see fit. The successful supplier must not publish any detail of the findings without written permission from DHSC.</p>
8. Term	The Term shall commence on 22 nd November 2021 and the Expiry Date shall 31 st March 2022. With an extension provision of 3 x 1 month extension provisions, unless this Contract is otherwise terminated in accordance with the terms and conditions of the Contract.
9. Charges	<p>1. Charges</p> <p>1.1 The Charges for the Services and Deliverables shall be as set out below: and detailed in Annex 1 Total cost for the initial duration £42,750 Excluding VAT</p>
10. Payment	<p>All invoices must be sent, quoting a valid purchase order number (PO Number) to:</p> <p>Department of Health and Social care 39 Victoria Street London SW1H 0EU</p> <p>Please ensure any invoices or payment queries are also copied to</p> <p></p> <p>Within 10 Working Days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must</p>

The Short form Contract

	<p>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 and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to [REDACTED] and [REDACTED] between 09:00-17:00 Monday to Friday.</p>																										
<p>11. Buyer Authorised Representative(s)</p>	<p>For general liaison your contact will continue to be [REDACTED]</p> <p>or, in their absence, [REDACTED]</p>																										
<p>12. Address notices for</p>	<table border="0"> <tr> <td>Buyer:</td> <td>Supplier:</td> </tr> <tr> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>[REDACTED]</td> <td></td> </tr> <tr> <td>[REDACTED]</td> <td></td> </tr> <tr> <td>39 Victoria Street</td> <td>Account CIC</td> </tr> <tr> <td>London SW1H 0EU</td> <td>Amba House. 22</td> </tr> <tr> <td>Attention [REDACTED]</td> <td>Deverills Way</td> </tr> <tr> <td>[REDACTED]</td> <td>Langley</td> </tr> <tr> <td></td> <td>Slough</td> </tr> <tr> <td></td> <td>England</td> </tr> <tr> <td></td> <td>SL3 8WN</td> </tr> <tr> <td></td> <td>Attention: [REDACTED]</td> </tr> </table>	Buyer:	Supplier:	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]		39 Victoria Street	Account CIC	London SW1H 0EU	Amba House. 22	Attention [REDACTED]	Deverills Way	[REDACTED]	Langley		Slough		England		SL3 8WN		Attention: [REDACTED]
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13. Key Personnel	For the Buyer    
14. Procedures and Policies	Not applicable

Signed for and on behalf of the Supplier	Signed for and on behalf of the Buyer
Name:  	Name:  
Date: 16.11.21	Date: 17/11/2021
Signature: 	Signature: 

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1. INTRODUCTION

- The Department of Health and Social Care (DHSC) is commissioning Culturally Appropriate Advocacy Evaluation. This consists of:
 - a) A rapid appraisal of the experiences of Contractors for the Culturally Appropriate Advocacy Pilots (CAA Pilots) and the Culturally Appropriate Advocacy Training (CAA Training).
 - b) An evaluation of the CAA Pilots.
- The CAA Pilots and CAA Training are separate tenders, which have already been published through Contracts Finder and FTS. They will test the feasibility of three different advocacy models to improve outcomes for people from Black and Minority Ethnic (BAME) groups. They will also pilot training programmes to raise awareness of culturally appropriate advocacy amongst advocacy providers, mental health staff and commissioners.
- Culturally Appropriate Advocacy is one of the key recommendations from the [Independent Review of the Mental Health Act \(2018\)](#) and it is a policy commitment in the [Reforming the Mental Health Act White Paper \(2021\)](#).

2. PURPOSE

- The aim of the Culturally Appropriate Advocacy Evaluation is to identify the enablers and barriers to implementation of the pilots which will inform the future commissioning (subject to government funding) of long-term pilots in culturally appropriate advocacy.

3. BACKGROUND TO THE AUTHORITY

- The Department of Health and Social Care (DHSC) helps people to live better for longer. We lead, shape and fund health and care in England, making sure people have the support, care and treatment they need, with the compassion, respect and dignity they deserve.
- The Mental Health Act agenda is led by the Mental Health and Disabilities Directorate which sits within the Policy and Performance Group within DHSC. We work closely with our Arm's Length Bodies such as NHS England and NHS Improvement (NHSEI), Care Quality Commission, Health Education England, NHS Digital and NHS X to deliver these reforms.

4. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- Mental Health Act (MHA) reform is a key priority and in 2018 the Government published the findings of the [Independent Review of the Mental Health Act](#), led by Sir Simon Wessely. The Review examined issues around the use of the MHA and made recommendations for modernisation and reform. The Review highlighted racial disparities in experience and outcomes of those detained under the MHA, particularly for individuals from Black African and Caribbean communities. Black British people are over four times more likely than white British people to be detained under the Mental Health Act (MHA) and are over ten times more likely to be subject to a community treatment order (CTO) based [NHS Digital data](#).
- The Review noted that advocacy can be particularly valuable to BAME communities, but this is where the biggest gaps in service exists. A scoping review commissioned by DHSC in April 2020 (Annex 1) found there was an inconsistent approach to delivering independent mental health advocacy to meet the cultural needs of people from BAME backgrounds.

- The scoping exercise also found that improving cultural competence across the workforce through training, was crucial to culturally appropriate advocacy being delivered successfully. This includes for example, staff readiness training for the mental health workforce in preparation of delivering culturally appropriate advocacy with a patient.
- The Government set out its response to the Independent Review recommendations and plans for taking forward legislative changes in its White Paper, [Reforming the Mental Health Act \(2021\)](#). The White Paper sets out proposals to rebalance the MHA to improve patient choice and autonomy by putting patients at the centre of decisions about their care and ensuring treatment under the MHA is therapeutic and is the least restrictive option. The White Paper also reinstated the government's previous commitment to launch a pilot programme of Culturally Appropriate Advocacy to improve outcomes for people from BAME groups and reduce racial disparities in the way the MHA is applied.
- NHSEI's [Advancing Mental Health Equalities Strategy](#) calls on all mental health services to take concrete steps to fight stigma and inequalities across the sector. The strategy includes the [Patient and Carer Race Equality Framework \(PCREF\)](#) which was one of the key recommendations of the Independent Review of the Mental Health Act. PCREF is an organisational competency framework that helps services provide culturally appropriate care. This provides an opportunity for patients, carers, communities, and NHS staff to voice their experiences and ideas on how to reduce inequalities for ethnic minority communities. Culturally appropriate advocacy is a key consideration under PCREF, and the findings of these pilots will support services to deliver culturally competent advocacy.
- **Summary of the service description for CAA Pilots tender (Annex 2):**
- It is anticipated that the CAA pilots will be delivered and evaluated over a five-month period between 8th November 2021 to 31st March 2022. They will be piloted by up to 6 Contractors over three geographic regions in England. There are three different models (A, B, C) of culturally appropriate advocacy that Contractors will pilot:
- Model A – community in-reach model delivered in areas with high proportions of BAME detentions.
- Model B - inpatient model delivered in areas with a high proportion of BAME detentions.
- Model C - inpatient model delivered in areas with a low proportion of BAME detentions.
- The aim of the pilots is to test the feasibility of improving access to and providing culturally appropriate advocacy for BAME groups who are detained, at risk of detention or recently discharged from the MHA.
- Each advocacy model has a set of *core advocacy initiatives* that Contractors are expected to deliver and *additional advocacy initiatives* that Contractors must develop. Contractors must deliver at least two core advocacy initiatives in model A.
- Model A core advocacy initiatives include:
- **Group advocacy** includes people with similar experiences meeting to share experiences, support each other and raise any concerns regarding the mental health provider.
- **CTO engagement** includes people on CTOs having access to advocacy support. This may include for example, supporting appointments with healthcare professionals or helping people understand the conditions of their CTO.
- **Targeted pathway to care** includes providing targeted advocacy support to people involved with criminal justice agencies at any point along the mental health care pathway. This could include for example, people detained under section 136 of the MHA. It is expected that Suppliers will develop this model in partnership with

- agencies including the police, liaison and diversion, faith leaders, community organisations or community mental health teams.
- Model B and Model C core advocacy initiatives include **group advocacy** only.
 - Contractors must develop at least one additional advocacy initiative for each model, that meets the outputs of the pilots such as:
 - Targeted one to one advocacy
 - A designated BAME advocate
 - Recruitment based on positive action principles
 - Information sessions for service users, ward staff or partner agencies (e.g. police or faith leaders)
 - The expected outputs of the pilots are:
 - Increased access to culturally appropriate IMHA and other forms of advocacy
 - Increased say in care and treatment during detention under the MHA
 - Increased propensity for self-advocacy and peer advocacy
 - Greater satisfaction with care and treatment during detention under the MHA
 - The Contractors of the CAA Pilots will work in partnership with the Supplier of the Culturally Appropriate Advocacy Evaluation to agree data collection and reporting requirements for the pilots. The Contractors of the CAA Pilot are expected to submit a final report to DHSC which will include but not be limited to, a summary of how they met the expected outputs of the pilot. This is required by 31st March 2022.
 - **Summary of service description for CAA Training tender** (Annex 3):
 - It is anticipated that the CAA Training will be delivered and evaluated over a five-month period between 8th November 2021 to 31st March 2022. The training will be delivered by up to 4 Contractors over three geographic regions in England. The Contractors will develop, deliver and evaluate two bespoke training programmes in culturally appropriate advocacy for BAME groups who are detained, at risk of detention or recently discharged from the MHA:
 - **Training programme A – three full days.** This will be delivered for 1 day a month for three months for advocates included in the CAA Pilot (target group 1).
 - **Training programme B – three hours.** The Contractor(s) will decide how the three hours are delivered, so long as a total of three hours are delivered over three months. This is for target groups 2,3,4.
 - Target groups are as follows:
 - Target Group 1 - Advocates and advocacy providers (e.g. managers) included in the CAA Pilots.
 - Target Group 2 - Advocates and advocacy providers (e.g. managers) not included in the CAA Pilots.
 - Target Group 3 - Community organisations that provide mental health support to people from BAME communities. This includes groups in CAA Pilot areas and groups outside the CAA Pilot areas.
 - Target Group 4 - Mental health staff and commissioners. This includes people in CAA Pilot areas and people outside the CAA Pilot areas.
 - The aims of the training programme include:
 - Raise awareness of culturally appropriate advocacy for people commissioning and providing advocacy services for BAME people detained or at risk of detention under the MHA.
 - Test the feasibility of developing and delivering a CAA Training programme. This will inform future long-term pilots commissioned by DHSC, subject to government funding.
 - Identify the barriers and enablers for target groups attending training and applying the knowledge gained in their day-to-day practice.

- The Contractors of the CAA Training will develop training programmes that meet the **four core learning objectives**:
- To have an awareness of Independent Mental Health Advocacy and the different forms of advocacy including individual, group, community and peer advocacy.
- To have an awareness of culturally appropriate advocacy and the need for advocacy to consider the cultural needs of people from BAME communities.
- To have an awareness of human rights and equalities legislation such as the Equality Act 2010 and the duties they place on public authorities e.g. NHS trusts and Local Authorities to comply with the Public Sector Equality Duty when providing services for people from BAME communities.
- To have an awareness of the influence of race, culture and ethnicity on the different concepts of mental health, illness, recovery and patient care.
- The Contractors of the CAA Training must also develop at least **one additional learning objective** for each training programme that meets the aims of the training programme or the needs of the target groups.
- The Contractor(s) of the CAA Training will work in partnership with the Supplier of the Culturally Appropriate Advocacy Evaluation to agree data collection and reporting requirements for evaluation of the training programmes. The Contractor(s) of the CAA Training are expected to evaluate the training programme and provide an evaluation report to DHSC by 31st March 2022. The report should include:
 - Activity data including as a minimum: the numbers of people attending each training programme, job role, organisation, number of hours of training attended, online or face-to-face training +/-location of training, how they heard about the training and their reasons for attending training.
 - An evaluation of how well participants met the learning objectives of the training programme (e.g. comparison of pre and post training self-assessments).
 - Feedback from participants on their experience of the training and whether they were able to apply it in their day-to-day practice.
 - The enablers and barriers to developing, delivering and evaluating a training programme in culturally appropriate advocacy.

5. SCOPE OF REQUIREMENT

- **Aims of the requirement:**
- The Supplier is expected to carry out an evaluation which includes:
 - a) A rapid appraisal of the experiences of Contractors delivering the CAA Pilots and CAA Training and identification of the enablers and barriers of implementation. This should inform recommendations to DHSC about how the culturally appropriate advocacy models and training programme should be commissioned as long-term pilots in the future (subject to government funding). The report should also include recommendations about how long term partnerships between mental health trusts, local authority commissioners and advocacy providers can be encouraged through the long-term pilots to ensure sustainability in the delivery of culturally appropriate advocacy after the pilots have ended.
 - b)
 - c) Evaluation of the CAA Pilots.
- **Timescales for the evaluation:**
The Supplier will have on average 4 months to complete the evaluation and the contract is expected to commence on 22nd November and end on the 31st March 2022. The evaluation will be an iterative process and involve data collection and analysis from the CAA Pilot and CAA Training throughout the contract period. The Supplier will need to submit their final reports to DHSC by 31st March 2022.

- Both the CAA Pilot and CAA Training contracts are expected to commence on: 8^h November and end on 31st March 2022. DHSC will inform the Supplier how many Contractors have been awarded the CAA Training and CAA Pilot contracts. This will be 2 Contractors for the CAA Pilots and up to 4 Contractors for the CAA Training.
- The Contractors of the CAA Pilots have a contractual obligation to release one advocate for up to 1.5 days a month (throughout the five-month contract) to participate in CAA Training and the Evaluation. We expect this to consist of 0.5 days a month participation in on-line or in person meetings with the Supplier for the Evaluation. The remaining 1 day a month will be spent participating in the CAA Training.
- **Requirements for the Rapid Appraisal:**
- The Supplier should outline the methodology they will use to carry out the rapid appraisal using quantitative and qualitative data. This should include, but does not have to be limited to:
 - Interviews with key stakeholders from the CAA Pilots and CAA Training.
 - Review of data collected by Contractors for CAA Pilots and CAA Training.
 - Review of DHSC CAA Pilots and CAA Training tender service descriptions.
 - Key stakeholders could include:
 - Contractors for the CAA Pilots – this includes the advocacy provider and advocate(s)
 - Mental Health Trusts participating in CAA Pilots
 - Contractor(s) of the CAA Training – this the training provider(s)
 - Participants on the training programme
 - Data collection and reporting requirements for the rapid appraisal:
 - Local Authority commissioners of Independent Mental Health Advocacy services in regions where the CAA Pilots and CAA Training are being delivered.
 - The Supplier should agree the data collection and reporting requirements for the rapid appraisal with the Contractors of the CAA Training and CAA Pilots.
 - Please note that the Contractor(s) of the CAA Training will evaluate their own training programme and are required to submit an evaluation report to DHSC by 31st March 2022.
- **Requirements for the evaluation of the CAA Pilot:**
- The Supplier should outline the evaluation criteria they will use to evaluate the three advocacy models. This should include, but does not have to be limited to:
 - Effectiveness – how well do the advocacy models achieve their expected aims (paragraphs 4.8 – 4.12)
 - Impact – how well do the advocacy models achieve their expected outputs (paragraph 4.13)
- The Supplier should outline what data they would like to collect (subject to agreement with the Contractors of the CAA Pilots) to measure the evaluation criteria. This could include:
 - a) Service user reports to collect data about service user experience such as:
 - Being more informed about the availability and role of advocacy
 - Being notified of their rights under the MHA
 - Feeling advocacy has considered their cultural needs
 - b) Service activity data such as:
 - The number of BAME service users accessing advocacy support
 - The number and type of advocacy initiatives delivered
- Please note the Contractors of the CAA Pilots will submit a final report to DHSC which will include but not be limited to, a summary of how they met the expected outputs of the pilot. This is required by 31st March 2022.
- **Expected Outputs:**

- The Supplier is expected to produce the following:
 - a) Rapid appraisal of the experiences of the CAA Pilots and CAA Training:
 - Interim report of findings to be submitted to DHSC by **31st January 2022.**
 - Final report of findings to be submitted to DHSC by **31st March 2022.**
 - b) Evaluation of CAA Pilots:
 - Interim report of findings to be submitted to DHSC by **31st January 2022.**
 - Final report of findings to be submitted to DHSC by **31st March 2022.**
- **Organisational requirements:**
 - We are looking for a Supplier that can demonstrate the following organisational criteria to carry out the evaluation:
 - A track record in undertaking evaluation in a mental health context.
 - A track record in service user involvement in research and evaluation.
 - A good understanding of the experiences of BAME communities relating to the MHA and mental health system.
 - Capacity to undertake the evaluation in the specified time-period.
- **Knowledge transfer and IRP requirements:**
 - All outputs from the Culturally Appropriate Advocacy Evaluation, including findings and information contained within, will be the intellectual property of DHSC to use, further develop and disseminate as they see fit. The successful Supplier must not publish any detail of the findings without written permission from DHSC.

6. SERVICE LEVELS AND PERFORMANCE

- The Supplier will appoint a named person to project manage the Culturally Appropriate Evaluation and liaise with/report, as the Authority requires, to a named DHSC policy contact.
- DHSC expects the Supplier to work in partnership with the Contractors for the CAA Pilots and CAA Training to agree the data collection and reporting requirements for the rapid appraisal and evaluation of the CAA Pilots.
- The Supplier will provide updates on the key outputs and costs at reporting milestones, to be agreed with the Authority. All reports are required by the timescales outlined in paragraph 5.19.

7. LOCATION

- The expectation is that the services will be carried out remotely and / or at the premises of the Supplier, with a potential need for face to face meetings at the Authority (DHSC) offices in Victoria Street, London.

8. BUDGET

- The estimated total value of the requirement, for the initial term is £43,000. Excluding VAT.
- Any submissions over the maximum value stated in 8.1 shall render their tender invalid and will be disqualified from the process.

Clarifications Received and DHSC Response

Question	Clarification Received 25/10/2021	DHSC Response 26/10/2021
1	[REDACTED]	[REDACTED]

Account CIC Pricing for the Initial Contract Term

(working days - Monday to Friday based on an 8 hour day)
Requirement from 22nd November 2021 until 31st March 2022.

Evaluation Costs

[illegible]

Please enter any charges that are related to Non Staff/ Project Team Charges

ITEM		ITEM DESCRIPTION			COST
[REDACTED]		[REDACTED]			[REDACTED]
[REDACTED]		[REDACTED]			[REDACTED]
[REDACTED]		[REDACTED]			[REDACTED]
				Total Cost	£42,750.00

Account CIC Quality Submission

Question	AQ1	Weight	10%	Word Limit	500
Subject		Overview			
Question		Please provide a concise summary which outlines how your proposal will meet the expected aims, requirements and outputs of the tender outlined in the Service description (attachment 3).			
Response Guidance		<p>You should show:</p> <ul style="list-style-type: none"> - Understanding of the policy background, aims, requirements and outputs of the tender. - A high-level summary of how they intend to meet the scope of requirements outlined in Section 5 of the Service Description (attachment 3). 			
AQ1 Potential Provider Response					
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Question	AQ2	Weight	25%	Word Limit	1250
Subject		Method statement			
Question		Please outline how you will carry out the Evaluation with reference to the scope of requirements in section 5 of the Service Description (Attachment 3) and how will this be informed (directly or indirectly) by key stakeholders			
Response Guidance		You should provide a summary of: <ul style="list-style-type: none"> a) <u>Rapid appraisal:</u> <ul style="list-style-type: none"> • Methodology – please outline your methodology • Key stakeholders – please identify key stakeholders and how you intend to engage with them 			

	<ul style="list-style-type: none">• Data collection and reporting requirements – please outline what data you would like to collect from the CAA Training and CAA Pilots and projected timescales for data collection <p>b) <u>Evaluation of CAA Pilots:</u></p> <ul style="list-style-type: none">• Methodology – please outline your methodology• Evaluation criteria – please outline what evaluation criteria you will use to evaluate the advocacy models• Data collection and reporting requirements - please outline what data you would like to collect from the CAA Pilots and projected timescales for data collection
AQ2 Potential Provider Response	
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Question	AQ3	Weight	30%	Word Limit	1000
Subject		Experience and Expertise			
Question		<p>Please outline how you meet the organisational criteria required to conduct the Evaluation as outlined in the organisational requirements in the Service Description.</p> <p>Please outline your commitment to assigning specific individuals (including role, qualifications and experience) who will carry out the Evaluation throughout this contract (including any contract extensions) and who will work with the Contractors awarded the Culturally Appropriate Advocacy Pilots and the Culturally Appropriate Advocacy Training.</p> <p>Please provide details of the individual(s) (including role, qualifications and experience) who will be responsible for ensuring that the requirements for the Evaluation are delivered on time, naming a representative who will be available for day-to-day contact with the DHSC policy manager.</p>			

<p>Response Guidance</p>	<p>You should show that staff committed to this project:</p> <ul style="list-style-type: none"> • Are of a sufficient grade and have relevant experience in carrying out research and evaluation of Black and Minority Ethnic (BAME) communities in mental health settings and/or the use of the Mental Health Act (MHA) in BAME communities. • Have leadership that is of a sufficient grade of seniority and with relevant qualifications and experience to manage the project. • Will be appropriately quality assured by the tenderer. <p>You should show how you would provide contingency for any additional support required during the contract or for any resourcing shortfall (e.g. due to ill health or poor performance).</p> <p>You should demonstrate you meet the organisational criteria (outlined in the Service Description):</p> <ul style="list-style-type: none"> • A track record in undertaking evaluation in a mental health context. • A track record in service user involvement in research and evaluation. • A good understanding of the experiences of BAME communities relating to the MHA and mental health system. • Capacity to undertake the evaluation in the specified time-period.
<p>AQ3 Potential Provider Response</p>	
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Annex 2 Authorised Processing

Contract:	C52581
Date:	16th November 2021
Description Of Authorised Processing	Details
Subject matter of the processing	To provide training as set out in the Service Description within Annex 1
Duration of the processing	22 nd November 2021 until 31 st March 2022 or until the end of any extension provisions utilised
Nature and purposes of the processing	Combination of training materials and monitoring attendance of individuals.
Type of Personal Data	Names, Tel Numbers, email addresses. Individual names, contact details of staff within Mental Health Trusts, Local Authorities Voluntary Community Organisations.
Categories of Data Subject	Regulatory Bodies. Government Departments, Key Stakeholders.

Short form Terms

1. Definitions used in the Contract

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

"Central Government Body"	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Charges"	means the charges for the Services and Deliverables as specified in the Order Form;
"Confidential Information"	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
"Contract"	means the contract between (i) the Buyer and (ii) the Supplier which is created by the Supplier's counter signing the Order Form and includes the Order Form and Annexes;
"Controller"	has the meaning given to it in the GDPR;
"Buyer"	means the person identified in the letterhead of the Order Form;
"Buyer Cause"	any breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier;
"Data Protection Legislation"	(i) the GDPR, the LED 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 Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deliver"	means hand over the Deliverables to the Buyer at the address and on the date specified in the Order Form. Delivered and Delivery shall be construed accordingly;
"Deliverables"	shall be as set out in the Order Form;
"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;
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679), as it forms part of the law of England and Wales by

virtue of section 3 of the European Union (Withdrawal) Act 2018;

"Goods"	means the goods to be supplied by the Supplier to the Buyer under the Contract;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government Data"	a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's confidential information, and which: i) are supplied to the Supplier by or on behalf of the Buyer; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or b) any Personal Data for which the Buyer is the Data Controller;
"Information"	has the meaning given under section 84 of the FOIA;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Insolvency Event"	in respect of a person: a) if that person is insolvent; ii) if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; iv) if the person makes any composition with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction;
"Key Personnel"	means any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"New IPR"	all and intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
"Order Form"	means the letter from the Buyer to the Supplier printed above these terms and conditions;

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

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

2. Understanding the Contract

In the Contract, unless the context otherwise requires:

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

3. How the Contract works

- 3.1 The Order Form is an offer by the Buyer to purchase the 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 Buyer receives a copy of the Order Form signed by the Supplier.
- 3.3 The Supplier warrants and represents that its tender and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

4. What needs to be delivered

4.1 All Deliverables

- (a) The Supplier must provide Deliverables: (i) in accordance with the Specification; (ii) to a professional standard; (iii) using 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) on the dates agreed; and (vii) that comply with all law.
- (b) The Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to its Buyers) from Delivery against all obvious defects.

4.2 Goods clauses

- (a) All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- (b) All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
- (c) The Supplier transfers ownership of the Goods on completion of delivery (including off-loading and stacking) or payment for those Goods, whichever is earlier.
- (d) Risk in the Goods transfers to the Buyer on delivery, but remains with the Supplier if the Buyer notices damage following delivery and lets the Supplier know within three Working Days of delivery.
- (e) The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.

- (f) The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- (g) The Supplier must provide sufficient packaging for the Goods to reach the point of delivery safely and undamaged.
- (h) All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- (i) The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- (j) The Supplier will notify the Buyer of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Buyer against the costs arising as a result of any such request.
- (k) The Buyer can cancel any order or part order of Goods which has not been delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- (l) The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.
- (m) The Buyer will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of delivery or installation then the Supplier shall indemnify from any losses, charges costs or expenses which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or any of its [sub-suppliers].

4.3 Services clauses

- (a) Late delivery of the Services will be a default of the Contract.
- (b) The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including any security requirements.

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

5. Pricing and payments

- 5.1 In exchange for the Deliverables, the Supplier shall be entitled to invoice the Buyer for the charges in the Order Form. 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;
 - (b) include all costs connected with the supply of Deliverables.
- 5.3 The Buyer must pay the Supplier the charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the Order Form.
- 5.4 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 Buyer;
 - (b) includes a detailed breakdown of Deliverables which have been delivered (if any).

- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 33.
- 5.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 5.7 The Supplier must ensure that all subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Buyer can publish the details of the late payment or non-payment.

6. The Buyer's obligations to the Supplier

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

7. Record keeping and reporting

- 7.1 The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports / management information when specified in the Order Form.
- 7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for seven years after the date of expiry or termination of the Contract.

- 7.3 The Supplier must allow any auditor appointed by the Buyer 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 Buyer and give reasons;
 - (b) propose corrective action;
 - (c) provide a deadline for completing the corrective action.
- 7.6 If the Buyer, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract then the Buyer may:
- (a) require that the Supplier provide to the Buyer (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract and the Supplier will make changes to such plan as reasonably required by the Buyer and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer on demand
 - (b) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Buyer 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;
 - (c) comply with all conduct requirements when on the Buyer's premises.
- 8.2 Where a Buyer decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.
- 8.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 8.

- 8.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.
- 8.5 The Supplier indemnifies the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any 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 Buyer (not to be unreasonably withheld or delayed);
 - (b) the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - (c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated for material breach of contract by the employee.

9. Rights and protection

- 9.1 The Supplier warrants and represents that:
- (a) it has full capacity and authority to enter into and to perform the Contract;
 - (b) the Contract is executed by its authorised representative;
 - (c) it is a legally valid and existing organisation incorporated in the place it was formed;
 - (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 Buyer 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 Buyer.

9.5 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer'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 Buyer 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 Buyer. The Buyer 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 Buyer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.

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

- (a) obtain for the Buyer the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights;
- (b) replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.

11. Ending the contract

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

11.2 The Buyer can extend the Contract by written agreement with the Supplier in accordance with clause 24.

11.3 Ending the Contract without a reason

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

11.4 When the Buyer can end the Contract

- (a) If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:
 - (i) there's a Supplier Insolvency Event;
 - (ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
 - (iii) if the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
 - (iv) there's 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 Buyer in writing;
 - (v) if the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;
 - (vi) the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that

the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations;

- (vii) the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them.
- (b) If any of the events in 73(1) (a) to (c) of the Regulations (substantial modification, exclusion of the Supplier, procurement infringement) happen, the Buyer has the right to immediately terminate the Contract and clause 11.5(b) to 11.5(g) applies to the extent not disapplied in the Order Form.

11.5 What happens if the Contract ends

Where the Buyer terminates the Contract under clause 11.4(a) all of the following apply:

- (a) the Supplier is responsible for the Buyer's reasonable costs of procuring replacement deliverables for the rest of the term of the Contract;
- (b) the Buyer's payment obligations under the terminated Contract stop immediately except as otherwise set out in the Order Form;
- (c) accumulated rights of the Parties are not affected;
- (d) the Supplier must promptly delete or return the Government Data except where required to retain copies by law;
- (e) the Supplier must promptly return any of the Buyer's property provided under the Contract;
- (f) the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement;
- (g) the following clauses survive the termination of the Contract: 6, 7.2, 9, 11, 15, 16, 17, 18, 25, 33, 34 and any clauses or provisions of the Order Form 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 Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer 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 Buyer must promptly pay all outstanding charges incurred to the Supplier;
 - (ii) the Buyer must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with 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 to the extent not disapplied in the Order Form.

11.7 Partially ending and suspending the Contract

- (a) Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.
- (b) The Buyer 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 24) any necessary variation required by clause 11.7, but the Supplier may not either:
 - (i) reject the variation;
 - (ii) increase the Charges, except where the right to partial termination is under clause 11.3.
- (d) The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

12. How much you can be held responsible for

- 12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 125% of the Charges paid or payable to the Supplier.
- 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, or under, any indemnity given by the Supplier under this Contract.

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 any indemnities.

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, use reasonable endeavours to:

- (a) 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

- (b) and such other corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time;
- (c) support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010;
- (d) not use nor allow its subcontractors to use modern slavery, child labour or inhumane treatment;
- (e) meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-thegovernment-buying-standards-qbs>

13.2 The Supplier indemnifies the Buyer against any costs resulting from any default by the Supplier relating to any applicable law to do with the Contract.

13.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32

13.4 "Compliance Officer" the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;

14. Data protection

14.1 The Buyer is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation.

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

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

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

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

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

14.7 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:

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

14.8 The Supplier must pay each Party's reasonable costs of complying with clause 14.7 unless the Buyer is at fault.

- 14.9 Only the Buyer can decide what processing of Personal Data a Supplier can do under the Contract and must specify it for the Contract using the template in Annex 2 of the Order Form (*Authorised Processing*).
- 14.10 The Supplier must only process Personal Data if authorised to do so in the Annex to the Order Form (*Authorised Processing*) by the Buyer. Any further written instructions relating to the processing of Personal Data are incorporated into Annex 2 of the Order Form.
- 14.11 The Supplier must give all reasonable assistance to the Buyer in the preparation of any Data Protection Impact Assessment before starting any processing, including:
- (a) a systematic description of the expected processing and its purpose;
 - (b) the necessity and proportionality of the processing operations;
 - (c) the risks to the rights and freedoms of Data Subjects;
 - (d) the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.
- 14.12 The Supplier must notify the Buyer immediately if it thinks the Buyer's instructions breach the Data Protection Legislation.
- 14.13 The Supplier must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Buyer.
- 14.14 If lawful to notify the Buyer, the Supplier must notify it if the Supplier is required to process Personal Data by Law promptly and before processing it.
- 14.15 The Supplier must take all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:
- (a) are aware of and comply with the Supplier's duties under this clause;
 - (b) are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;
 - (c) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third Party unless directed in writing to do so by the Buyer or as otherwise allowed by the Contract;
 - (d) have undergone adequate training in the use, care, protection and handling of Personal Data.

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

- (a) it has obtained prior written consent of the Buyer;
- (b) the Buyer has decided that there are appropriate safeguards (in accordance with Article 46 of the GDPR);
- (c) the Data Subject has enforceable rights and effective legal remedies when transferred;
- (d) the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
- (e) where the Supplier is not bound by Data Protection Legislation it must use its best endeavours to help the Buyer meet its own obligations under Data Protection Legislation; and
- (f) the Supplier complies with the Buyer's reasonable prior instructions about the processing of the Personal Data.

14.17 The Supplier must notify the Buyer immediately if it:

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

14.18 Any requirement to notify under clause 14.17 includes the provision of further information to the Buyer in stages as details become available.

14.19 The Supplier must promptly provide the Buyer with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 14.17. This includes giving the Buyer:

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

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

14.20 The Supplier must maintain full, accurate records and information to show it complies with this clause 14. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either the Buyer determines that the processing:

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

14.21 The Supplier must appoint a Data Protection Officer responsible for observing its obligations in this Schedule and give the Buyer their contact details.

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

- (a) notify the Buyer in writing of the intended Subprocessor and processing;
- (b) obtain the written consent of the Buyer;
- (c) enter into a written contract with the Subprocessor so that this clause 14 applies to the Subprocessor;
- (d) provide the Buyer with any information about the Subprocessor that the Buyer reasonably requires.

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

14.24 At any time the Buyer can, with 30 Working Days notice to the Supplier, change this clause 14 to:

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

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

14.26 The Supplier:

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

15. What you must keep confidential

15.1 Each Party must:

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

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

- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if 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.
- 15.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Buyer at its request.
- 15.4 The Buyer may disclose Confidential Information in any of the following cases:
 - (a) on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
 - (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
 - (c) if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - (d) where requested by Parliament;
 - (e) under clauses 5.7 and 16.
- 15.5 For the purposes of clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 15.
- 15.6 Information which is exempt from disclosure by clause 16 is not Confidential Information.
- 15.7 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 Buyer and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

- 16.1 Each Party must tell the other Party within 48 hours if it receives a Request For Information in connection with the Services.
- 16.2 Within the required timescales, each Party shall give full co-operation to each other so that the Party responsible for responding can:
- (a) comply with any Freedom of Information Act (FOIA) request;
 - (b) comply with any Environmental Information Regulations (EIR) request.
- 16.3 The Party responsible for responding may talk to the other Party to help it decide whether to publish information under clause 16. However, the extent, content and format of the disclosure is the decision of the Party responsible for responding.

17. Invalid parts of the contract

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

18. No other terms apply

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

19. Other people's rights in a contract

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

20. Circumstances beyond your control

- 20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:
- (a) provides written notice to the other Party;

- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

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

20.3 Where a Party terminates under clause 20.2:

- (a) each party must cover its own losses;
- (b) clause 11.5(b) to 11.5(g) applies to the extent not disappplied as part of the Order Form.

21. 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.

22. Giving up contract rights

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

23. Transferring responsibilities

23.1 The Supplier cannot assign the Contract without the Buyer's written consent.

23.2 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.

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

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

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

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

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

24. Changing the contract

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

25. How to communicate about the contract

- 25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.
- 25.2 Notices to the Buyer or Supplier must be sent to their address in the Order Form.
- 25.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Preventing fraud, bribery and corruption

- 26.1 The Supplier shall not:
- (a) commit any criminal offence referred to in the Regulations 57(1) and 57(2);
 - (b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Buyer or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.
- 26.2 The Supplier shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with good industry practice, to prevent any matters referred to in clause 26.1 and any fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify the Buyer immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.

- 26.3 If the Supplier or the Staff engages in conduct prohibited by clause 26.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:
- (a) terminate the Contract and recover from the Supplier the amount of any loss suffered by the Buyer resulting from the termination, including the cost reasonably incurred by the Buyer of making other arrangements for the supply of the Deliverables and any additional expenditure incurred by the Buyer throughout the remainder of the Contract; or
 - (b) recover in full from the Supplier any other loss sustained by the Buyer in consequence of any breach of this clause.

27. Equality, diversity and human rights

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

28. Health and safety

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

29. Environment

- 29.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.
- 29.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

30. Tax

- 30.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.
- 30.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Off 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 Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 30.3 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 Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 30.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
 - (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;

- (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with clause 30.2 or confirms that the Worker is not complying with those requirements;
- (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

31. Conflict of interest

- 31.1 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 Buyer under the Contract, in the reasonable opinion of the Buyer.
- 31.2 The Supplier must promptly notify and provide details to the Buyer if a conflict of interest happens or is expected to happen.
- 31.3 The Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential conflict of interest.

32. Reporting a breach of the contract

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

33. Resolving disputes

- 33.1 If there is a dispute between the Parties, their senior representatives who have 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.
- 33.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to

use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 33.3 to 33.5.

- 33.3 Unless the Buyer refers the dispute to arbitration using clause 33.4, 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.
- 33.4 The Supplier agrees that the Buyer 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.
- 33.5 The Buyer has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 33.3, unless the Buyer 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 33.4.
- 33.6 The Supplier cannot suspend the performance of the Contract during any dispute.

34. Which law applies

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