

A Contract for Goods and Services

Between

The Secretary of State for Justice

And

Assa Abloy Ltd

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This contract is dated:

PARTIES:

- (1) THE SECRETARY OF STATE FOR JUSTICE of 102 Petty France, London, SW1H 9AJ, acting as part of the Crown (the “**Authority**”);

AND

- (2) Assa Abloy Limited with registered company number 02096505 whose registered office is School Street, Willenhall, West Midlands, WV13 3PW (the “**Supplier**”)

(each a “**Party**” and together the “**Parties**”).

WHEREAS

- A. Following a negotiated process without call for competition, the Authority wishes to appoint the Supplier to provide locks and associated services and the Supplier agrees to provide those goods and services in accordance with these terms and conditions.

NOW IT IS HEREBY AGREED:

A. GENERAL

A1 Definitions and Interpretation

Unless the context otherwise requires the following terms shall have the meanings given to them below:

“**Affected Party**” means the Party seeking to claim relief in respect of a Force Majeure Event.

“**Affiliate**” means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time.

“**Anti-Malicious Software**” means software which scans for and identifies possible Malicious Software in the ICT Environment.

“**Approve**”, “**Approval**” and “**Approved**” means the prior written consent of the Authority.

“**Assessment Tool**” means the modern slavery risk identification and management tool which can be found at:

<https://supplierregistration.cabinetoffice.gov.uk/msat>

“**Associated Person**” means as it is defined in section 44(4) of the Criminal Finances Act 2017.

“**Authorised Representative**” means the Authority representative named in a CCN who is authorised to approve Changes.

“**Authority Data**” means:

- (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, and which are: (i) supplied to the Supplier by or on behalf of the Authority; or (ii) which 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 Controller.

“Authority Premises” means any premises owned, occupied or controlled by the Authority or any other Crown Body which are made available for use by the Supplier or its Sub-Contractors for provision of the Services.

“Authority Software” means software which is owned by or licensed to the Authority (other than under or pursuant to the Contract) and which is or will be used by the Supplier for the purposes of providing the Services.

“Authority System” means the Authority’s computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or the Supplier in connection with the Contract which is owned by or licensed to the Authority by a third party and which interfaces with the Supplier System or which is necessary for the Authority to receive the Services.

“Authority Technical Security Guidance” means the technical security guidance published by the Authority at:

<https://security-guidance.service.justice.gov.uk/#cyber-and-technical-security-guidance>

“Basware” means Basware eMarketplace, the procurement software used by the Authority for its financial transactions.

“BPSS” means the Government’s Baseline Personnel Security Standard for Government employees.

“Breach of Security” means an event which results in or could result in:

- (a) any unauthorised access to or use of the Authority Data, the Services and/or the Information Management System; and/or
- (b) the loss, corruption and/or unauthorised disclosure of any information or data (including Confidential Information and Authority Data), including any copies of such information or data, used by the Authority and/or the Supplier in connection with the Contract.

“BS 8555” means the standard published to help organisations improve their environmental performance by the British Standards Institution.

“CCN” means a contract change notice in the form set out in Schedule 3.

“Certification Requirements” means the requirements in paragraph 6 of Schedule 6.

“Change” means a change in the Specification, the Price or any of the terms or conditions of the Contract.

“Change in Law” means any change in Law which affects the performance of the Services which comes into force after the Commencement Date.

“Commencement Date” means the date specified in clause A5.1.

“Commercially Sensitive Information” means the information listed in Schedule 4 comprising the information of a commercially sensitive nature relating to:

- (a) the Price; and/or
- (b) the Supplier’s business and investment plans

which the Supplier has informed the Authority would cause the Supplier significant commercial disadvantage or material financial loss if it was disclosed.

“Comparable Supply” means the supply of services to another customer of the Supplier which are the same or similar to any of the Services.

“Confidential Information” means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of either Party and all Personal Data. Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure otherwise than by breach of clause D4;
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure;
- (d) is independently developed without access to the Confidential Information;
- (e) relates to the Supplier’s performance under the Contract; or
- (f) relates to the Supplier’s failure to pay any Sub-Contractor pursuant to clause C1.16.

“Contract” means these terms and conditions, the attached Schedules, terms implied by law that are not excluded by this contract and any other provisions the Parties expressly agree are included.

“Contracting Authority” means any contracting authority (other than the Authority) as defined in regulation 2 of the Regulations.

“Contracts Finder” means the Government’s portal for public sector procurement opportunities.

“Contract Management Information” means the data and information relating to the goods and services of the Contract.

“Control” means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the

ownership of voting shares, by contract or otherwise) and “**Controls**” and “**Controlled**” are interpreted accordingly.

“**Controller**” means as it is defined in the UK GDPR.

“**Copyright**” means as it is defined in s.1 of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

“**CPA**” means Contract Purchase Agreement.

“**Crown**” means the government of the UK (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments, government offices and government agencies and “**Crown Body**” is an emanation of the foregoing.

“**Cyber Essentials**” means the Cyber Essentials certificate issued under the Cyber Essentials Scheme.

“**Cyber Essentials Plus**” means the Cyber Essentials Plus certificate issued under the Cyber Essentials Scheme.

“**Cyber Essentials Scheme**” means the Cyber Essentials scheme operated by the NCSC.

“**Data Loss Event**” means any event which results, or may result, in unauthorised access to Personal Data held by the Supplier under the Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of the Contract, including any Personal Data breach.

“**DPIA**” means a data protection impact assessment by the Controller carried out in accordance with s.3 of the UK GDPR and s.64 and s.65 of the DPA.

“**Data Protection Law**” means:

- (a) all applicable UK Law relating to the processing of Personal Data and privacy, including the UK GDPR and the DPA to the extent it relates to Processing of Personal Data and privacy; and
- (b) (to the extent that it applies) the EU GDPR.

“**Data Protection Officer**” means as it is defined in the UK GDPR.

“**Data Subject**” means as it is defined in the UK GDPR.

“**Data Subject Request**” means a request made by or on behalf of a Data Subject in accordance with rights granted pursuant to Data Protection Law to access their Personal Data.

“**Database Rights**” means as rights in databases are defined in s.3A of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

“**Default**” means any breach of the obligations or warranties of the relevant Party (including abandonment of the Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the

relevant Party or the Staff in connection with the subject-matter of the Contract and in respect of which such Party is liable to the other.

“Delivery Location” means [REDACTED]

“DOTAS” means the Disclosure of Tax Avoidance Schemes rules which require a promotor of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act and as extended to NICs by the National Insurance (Application of Part 7 of the Finance Act 2004) regulations 2012, SI 2012/1868 made under section 132A of the Social Security Administration Act 1992.

“DPA” means the Data Protection Act 2018.

“EEA” means the European Economic Area.

“EIR” means the Environmental Information Regulations 2004 (SI 2004/3391) and any guidance and/or codes of practice issued by the ICO or relevant government department in relation to such regulations.

“Employees” means those persons agreed by the Parties to be employed by the Supplier (and/or any Sub-Contractor) wholly or mainly in the supply of the Services immediately before the end of the Term.

“End Date” means the date specified in clause A5.1.

“Equipment” means the Supplier’s equipment, consumables, plant, materials and such other items supplied and used by the Supplier in the delivery of the Services.

“EU” means the European Union.

“EU 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 Personal Data (General Data Protection Regulation) as it has effect in EU law.

“Exit Day” means as it is defined in the Withdrawal Act.

“Extension” means as it is defined in clause A5.2.

“FCDO” means Foreign Commonwealth & Development Office.

“Financial Year” means the period from 1st April each year to the 31st March the following year.

“FOC” means Free of Charge.

“FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the ICO in relation to such legislation.

“Force Majeure Event” means any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that

Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, for flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Supplier or the Staff or any other failure in the Supplier's supply chain caused by the Covid 19 pandemic or the UK's exit from the EU.

"General Anti-Abuse Rule" means:

- (a) the legislation in Part 5 of the Finance Act 2013; and
- (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid NICs.

"General Change in Law" means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply.

"Good Industry Practice" means standards, practices, methods and procedures conforming to the Law and 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 in a similar type of undertaking under the same or similar circumstances.

"Goods" means any goods supplied by the Supplier (or by a Sub-Contractor) under the Contract as specified in Schedule 1 including any modified or alternative goods.

"Government" means the government of the UK.

"Government Buying Standards" means the standards published here:

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

"Greening Government Commitments" means the Government's policy to reduce its effects on the environment, the details of which are published here:

<https://www.gov.uk/government/collections/greening-government-commitments>

"Halifax Abuse Principle" means the principle explained in the CJEU Case C-255/02 Halifax and others.

"Health and Safety Policy" means the Authority's health and safety policy, available at the following web address:

<https://intranet.justice.gov.uk/documents/2017/12/moj-corporate-health-and-safety-policy.pdf>

"Higher Risk Sub-contractor" means a Sub-Contractor which processes Authority Data where that data includes:

- (a) the Personal Data of 1000 or more individuals in aggregate during the Term; or
- (b) any part of that data includes any of the following:
 - i) financial information relating to any person;
 - ii) any information relating to actual or alleged criminal offences;

- iii) any information relating to vulnerable people;
- iv) any information relating to social care;
- v) any information relating to a person's employment;
- vi) Special Category Personal Data;

- (c) the Authority, at its discretion designates a Sub-Contractor as a Higher Risk Sub-contractor in any procurement document related to the Contract; or
- (d) the Authority considers, at its discretion, that any actual or potential Processing carried out by the Sub-Contractor is high risk.

"HMCTS" – means Crown Courts/Combined Courts

"HMPPS" – means His Majesty's Prison and Probation Service

"HMRC" means HM Revenue & Customs.

"ICO" means the Information Commissioner's Office.

"ICT Environment" means the Authority System and the Supplier System.

"Incident Management Process" means the process which the Supplier shall implement immediately after it becomes aware of a Breach of Security which is intended to restore normal operations as quickly as possible, minimising any adverse effect on the Authority Data, the Authority, the Services and/or users of the Services and which shall be prepared by the Supplier in accordance with paragraph 43. Information Security Approval Statement of Schedule 6 using the template set out in annex 3 of Schedule 6.

"Indexation Implementation Date" means 1st April of every contract year using January indices.

"Information" has the meaning given under section 84 of the FOIA.

"Information Assets" means definable pieces of information stored in any manner which are determined by the Authority to be valuable and relevant to the Services.

"Information Assurance Assessment" means the set of policies, procedures, systems and processes which the Supplier shall implement, maintain and update in accordance with paragraph 4 of Schedule 6 in order to manage, mitigate and, where possible, avoid information security risks including cyber-attacks, hacks, data leaks, Personal Data Breaches and/or theft and which shall be prepared by the Supplier using the template set out in **Error! Reference source not found.** of Schedule 6.

"Information Management System" means:

- (a) those parts of the Supplier System, and those of the Premises, which the Supplier or its Sub-contractors use to provide the parts of the Service which require Processing Authority Data; and
- (b) the associated information assets and systems (including organisational structure, controls, policies, practices, procedures, processes and resources).

“Information Security Approval Statement” means a notice issued by the Authority which sets out the information risks which the Supplier has identified as being associated with using the Information Management System and confirms that:

- (a) the Authority is satisfied that the identified risks have been adequately and appropriately addressed;
- (b) the Authority has accepted the residual risks; and
- (c) the Supplier may use the Information Management System to process Authority Data.

“Initial Term” means the period from the Commencement Date to the End Date.

“Intellectual Property Rights” means:

- (a) patents, utility models, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), Database Rights, domain names, semi-conductor topography rights, rights in Internet domain names, Know-How, trade or business names, moral rights, the right to sue for passing off, trade secrets and other rights in Confidential Information, in each whether registrable or not in any country;
- (b) applications for registration, and the right to apply for registration, for any of the rights listed in (a) that are capable of being registered in any country or jurisdiction; and
- (c) all other rights having equivalent or similar effect in any country or jurisdiction.

“IP Materials” means any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which is furnished to or made available to the Supplier by or on behalf of the Authority, whether created before or after the Commencement Date.

“ISO” means the International Organisation for Standardisation.

“ISO/IEC 14001” means the family of standards related to environmental management published by the ISO.

“ISO/IEC 27001” means the family of standards related to information security management published by the ISO.

“ISO/IEC 27002” means the family of standards related to information security, cyber security and privacy protection published by the ISO.

“ITEPA” means the Income Tax (Earnings and Pensions) Act 2003.

“IT Health Check” means penetrating testing of the Information Management System to a Good Industry Practice..

“Joint Controllers” means as it is defined in Article 26 of the UK GDPR.

“Key Personnel” means the people named in the Specification as key personnel, if any.

“Know-How” means all information, ideas, concepts, schemes, information, knowledge, techniques, methods and anything else in the nature of know-how relating to the Services (not in the public domain or the other Party’s possession prior to the Commencement Date) held in any form (including without limitation that comprised in or derived from drawings, data formulae, patterns, specifications, notes, samples, chemical compounds, biological materials, computer software, component lists, instructions, manuals, brochures, catalogues and process descriptions and scientific approaches and methods).

“Law” means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply.

“Law Enforcement Purposes” means as it is defined in the DPA.

“LED” means the Law Enforcement Directive (Directive (EU) 2016/680).

“Losses” means losses, liabilities, damages, costs, fines and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise.

“Malicious Software” means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.

“Material Breach” means a breach (including an anticipatory breach):

- (a) which has a material effect on the benefit which the Authority would otherwise derive a substantial or material portion of the Contract; or
- (b) of any of the obligations set out in clauses D1, D2, D3, D4, G3, I4 or paragraph 9 of Schedule 8.

“Medium Risk Sub-contractor” means a Sub-Contractor which processes Authority Data where that data:

- (a) includes the Personal Data of between 100 and 999 individuals (inclusive) in aggregate during the Term; and
- (b) does not include Special Category Personal Data.

“Modern Slavery Helpline” means the point of contact for reporting suspicion, seeking help or advice and information on the subject of modern slavery available by telephone on 08000 121 700 or online at:

<https://www.modernslaveryhelpline.org/report>

“Month” means calendar month.

“MSA” means the Modern Slavery Act 2015.

“National Lock Store Team” means the key personnel detailed in the contract.

“NCSC” means the National Cyber Security Centre.

“NICs” means National Insurance Contributions.

“Occasion of Tax Non-Compliance” means:

- (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:
 - i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
 - ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to the Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
- (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a civil penalty for fraud or evasion.

“Personal Data” means as it is defined in the UK GDPR.

“Personal Data Breach” means as it is defined in the UK GDPR.

“Premises” means the location where the Services are to be supplied set out in the Specification.

“Price” means the price (excluding any applicable VAT) payable to the Supplier by the Authority under the Contract, as set out in Schedule 2 for the full and proper performance by the Supplier of its obligations under the Contract.

“Private Prisons” – means any prison privately owned in England or Wales.

“Processing” means as it is defined in Article 4 of the UK GDPR and **“Process”** is construed accordingly.

“Processor” means as it is defined in the UK GDPR.

“Prohibited Act” means:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:
 - i) induce that person to perform improperly a relevant function or activity; or
 - ii) reward that person for improper performance of a relevant function or activity;

- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract;
- (c) an offence:
 - i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act;
 - ii) under legislation or common law concerning fraudulent acts (including offences by the Supplier under Part 3 of the Criminal Finances Act 2017); or
 - iii) the defrauding, attempting to defraud or conspiring to defraud the Authority;
- (d) any activity, practice or conduct which would constitute one of the offences listed under I above if such activity, practice or conduct has been carried out in the UK.

“Property” means the property, other than real property, issued or made available to the Supplier by the Authority in connection with the Contract.

“Protective Measures” means appropriate technical and organisational measures designed to ensure compliance with obligations of the Parties arising under Data Protection Law and the Contract which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the measures adopted.

“PSI 07/2016” is the Prison Service Instruction published on 26th October 2016 relating to the searching of the person as amended from time to time and available at:

<https://www.gov.uk/government/publications/procedures-for-searching-people-psi-072016>

“PSI 10/2012” is the Prison Service Instruction published on 26 March 2012 relating to the Conveyance and Possession of Prohibited Items and other Related Offences as amended from time to time and available at:

<https://www.gov.uk/government/publications/controlling-banned-prohibited-items-psi-102012>

“PSI 07/2014” is the Prison Service Instruction published on 2nd June 2014 relating to security vetting as amended from time to time and available at:

<https://www.gov.uk/government/publications/security-vetting-psi-072014-pi-032014>

“Purchase Order” the Authority’s order for the supply of the Goods and/or Services.

“Quality Standards” means the quality standards published by BSI British Standards, the National Standards Body of the UK, the International Organisation for Standardization 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” means the Public Contracts Regulations 2015 (SI 2015/102).

“Regulator Correspondence” means any correspondence from the ICO, or any successor body, in relation to the processing of Personal Data under the Contract.

“Regulatory Body” means a Government department and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Authority.

“Relevant Conviction” means a conviction that is relevant to the nature of the Services or as listed by the Authority and/or relevant to the work of the Authority.

“Relevant Requirements” means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

“Relevant Tax Authority” means HMRC or, if applicable, a tax authority in the jurisdiction in which the Supplier is established.

“Remediation Plan” means as it is defined in paragraph 7.31(i) of Schedule 6.

“Replacement Services” means any services and/or goods which are the same as or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the expiry or termination of the Contract.

“Replacement Supplier” means any third-party supplier appointed by the Authority to supply any Replacement Services.

“Request for Information” means a request for information under the FOIA or the EIR.

“Required Changes Register” means the register within the Security Management Plan which is to be maintained and updated by the Supplier and which shall record each of the changes that the Supplier shall make to the Information Management System and/or the Security Management Plan as a consequence of the occurrence of any of the events set out in paragraph 5.2 of Schedule 6 together with the date by which such change shall be implemented and the date on which such change was implemented.

“Results” means any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which is:

- (a) prepared by or for the Supplier for use in relation to the performance of its obligations under the Contract (save for IP Materials); and/or
- (b) the result of any work done by the Supplier or any Staff in relation to the provision of the Services.

“Risk Register” means the risk register within the Information Assurance Assessment which is to be prepared and submitted for Approval in accordance with paragraph 4 of Schedule 6.

[REDACTED]

“Security Incident” means the access to the ICT Environment by an unauthorised person for any reason or the unauthorised alteration of the functionality of the ICT Environment.

“Security Management Plan” means the plan prepared by the Supplier using the template in Annex 3 of Schedule 6, comprising:

- (a) the Information Assurance Assessment;
- (b) the Required Changes Register; and
- (c) the Incident Management Process.

“Security Policy Framework” means the Government’s security policy framework (available from the Cabinet Office’s Government Security Secretariat) as updated from time to time.

“Services” means the services set out in Schedule 1 (including any modified or alternative services) and, where the context implies, includes the Goods.

“SME” means an enterprise falling within the category of micro, small and medium-sized enterprises defined by the European Commission’s Recommendation of 6 May 2003 available at:

<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2003:124:0036:0041:en:PDF>

“Social Value” means the additional social benefits that can be achieved in the delivery of the Services, set out in the Specification.

“Social Value KPI” means the key performance indicators set out in Schedule 1 against which the Supplier’s performance in respect of Social Value is measured.

“Special Category Personal Data” means the categories of Personal Data set out in article 9(1) of the UK GDPR.

“Specific Change in Law” means a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply.

“Specification” means the description of the Goods and Services to be supplied under the Contract as set out in Schedule 1 including, where appropriate, the Key Personnel, the Premises and the Quality Standards.

“SSCBA” means the Social Security Contributions and Benefits Act 1992.

“Staff” means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any of its Sub-Contractors engaged in the performance of the Supplier’s obligations under the Contract.

“Sub-Contract” means any contract or agreement (or proposed contract or agreement) between the Supplier (or a Sub-Contractor) and any third party whereby that third party agrees to provide to the Supplier (or the Sub-Contractor) all or any part of the Services or facilities or services which are material for the provision of the Services (or any part thereof) or necessary for the management, direction or control of the Services (or any part thereof).

“Sub-Contractor” means any third party with whom:

- (a) the Supplier enters into a Sub-Contract; or

(b) a third party under (a) enters into a Sub-Contract

or the servants or agents of that third party.

“Sub-processor” means any third party appointed to process Personal Data on behalf of the Supplier related to the Contract.

“Supplier Software” means software which is proprietary to the Supplier, including software which is or will be used by the Supplier for the purposes of providing the Services and which is set out in Schedule 5.

“Supplier System” means the information and communications technology system used by the Supplier in performing the Services including the Supplier Software, the Equipment and related cabling (but excluding the Authority System).

“Tender” means the Supplier’s tender submitted in response to the Authority’s invitation to suppliers for offers to supply the Services.

“Term” means the period from the Commencement Date to:

- (a) the End Date; or
- (b) following an Extension, the end date of the Extension

or such earlier date of termination or partial termination of the Contract in accordance with the Law or the Contract.

“Third Party IP Claim” has the meaning given to it in clause E1.5 (Intellectual Property Rights).

“Third Party Software” means software which is proprietary to any third party which is or will be used by the Supplier to provide the Services including the software and which is specified as such in Schedule 5.

“TUPE” means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

“TUPE Information” means the information set out in clause B17.1.

“UK” means United Kingdom.

“UK GDPR” means the UK General Data Protection Regulation.

“Valid Invoice” means an invoice submitted in accordance with clauses C1.3 or C1.4.

“VAT” means value added tax charged or regulated in accordance with the Value-Added Tax Act 1994.

“VCSE” means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

“Welsh Language Scheme” means the Authority’s Welsh language scheme as amended from time to time and available at:

<http://www.justice.gov.uk/publications/corporate-reports/moj/2010/welsh-language-scheme>

“Withdrawal Act” means the European Union (Withdrawal) Act 2018.

“Working Day” means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

In the Contract, unless the context implies otherwise:

- (a) the singular includes the plural and vice versa;
- (b) words importing the masculine include the feminine and the neuter;
- (c) reference to a clause is a reference to the whole of that clause unless stated otherwise;
- (d) references to a person include natural persons, a company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or central Government body;
- (e) the words “other”, “in particular”, “for example”, “including” and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words “without limitation”;
- (f) headings are included for ease of reference only and shall not affect the interpretation or construction of the Contract;
- (g) the annexes and Schedules form an integral part of the Contract and have effect as if set out in full in the body of the Contract. A reference to the Contract includes the annexes and Schedules;
- (h) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- (i) references to re-enactment of any statute or statutory provision (including any subordinate legislation) include references to the preservation, continuation of effect, conversion or incorporation of any of them into the law of England and Wales, Scotland and Northern Ireland, whether by the Withdrawal Act or any other legislation relating to the withdrawal of the UK from the EU;
- (j) references to the Contract are references to the Contract as amended from time to time; in accordance with its terms; and
- (k) any reference in the Contract which immediately before Exit Day was a reference to (as it has effect from time to time):
 - (i) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement (“**EU References**”) which is to form part of domestic law by application of section 3 of the Withdrawal Act shall be read as a reference to the EU References as they form part of domestic law by virtue of section 3 of the Withdrawal Act 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 as a reference to the UK institution, authority or body to which its functions were transferred.

A2 Authority Obligations

A2.1 Save as expressly provided, the Authority’s obligations under the Contract are the Authority’s obligations in its capacity as a contracting counterparty and nothing in the Contract operates as an obligation on, or in any other way fetters or constrains, the Authority in any other capacity.

A2.2 The exercise by the Authority of its duties and powers in any other capacity shall not make it liable to the Supplier in any way.

A3 Supplier's Status

A3.1 The Supplier is an independent contractor and nothing in the Contract creates a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party is authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the Contract.

A3.2 The Supplier shall not (and shall ensure that any other person engaged in relation to the Contract shall not) say or do anything that might lead another person to believe that the Supplier is acting as the agent or employee of the Authority.

A4 Mistakes in Information

A4.1 The Supplier is responsible for the accuracy of all drawings, documentation and information supplied to the Authority by the Supplier in connection with the Services and shall pay the Authority any extra costs occasioned by, or any Losses resulting from, any discrepancies, errors or omissions therein.

A5 Term

A5.1 The Contract starts on 17th August 2024 (the "**Commencement Date**") and ends on 16th August 2028 (the "**End Date**") unless it is terminated early or extended in accordance with the Contract.

A5.2 The Authority may extend the term of the Contract on a 1 + 1 year term basis ("**Extension**") but will not exceed 16th August 2030. The terms of the Contract apply throughout the period of any Extension.

B. THE GOODS AND SERVICES

B1 Basis of the Contract

B1.1 In consideration of the Supplier's performance of its obligations under the Contract the Authority shall pay the Supplier the Price in accordance with clause C1.

B1.2 The terms and conditions in the Contract apply to the exclusion of any other terms and conditions the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

B1.3 For the avoidance of doubt, the order of precedence of contractual documentation is: i) Terms and Conditions; then ii) Schedule 1: Specification and iii) Purchase Orders.

B2 Samples

B2.1 If requested by the Authority the Supplier shall provide the Authority with samples of Goods for evaluation and Approval.

B2.2 The Supplier shall ensure that the Goods are fully compatible with any equipment to the extent specified in the Specification.

B2.3 The Supplier acknowledges that the Authority relies on the skill and judgment of the Supplier in the supply of the Goods and the performance of the Supplier's obligations under the Contract.

B3 Delivery

B3.1 Unless otherwise stated in the Specification, if the Goods are delivered by the Supplier, delivery is completed when the Goods are signed for by the Authority. If the Goods are collected by the Authority, the point of delivery is when the Goods are loaded on the Authority's vehicle.

B3.2 Except where otherwise provided in the Contract, delivery includes the unloading, stacking or installation of the Goods by the Staff or the Supplier's Sub-Contractors or carriers at such place as the Authority or duly authorised person reasonably directs.

B3.3 The Authority is deemed to have accepted the Goods if it expressly states the same in writing or fails to reject the Goods in accordance with clause B4.8.

B3.4 The issue by the Authority of a receipt note for delivery of the Goods does not constitute any acknowledgement of the condition, quantity or nature of those Goods or the Authority's acceptance of them.

B3.5 Any access to the Premises and any labour and equipment provided by the Authority in connection with delivery is provided without acceptance by the Authority of any liability whatsoever to the extent permitted by law.

B3.6 Where access to the Premises is necessary in connection with delivery or installation of the Goods, the Supplier and its Sub-Contractors shall at all times comply with the security requirements of the Authority.

B3.7 The Authority is under no obligation to accept or pay for any Goods supplied earlier than the date for delivery stated in the Specification.

B3.8 The Authority is under no obligation to accept or pay for any Goods delivered in excess of the quantity ordered. If the Authority elects not to accept such over-delivered Goods it shall give notice to the Supplier to remove them within 5 Working Days and to refund to the Authority any expenses incurred by it as a result of such over-delivery (including but not limited to the costs of moving and storing the Goods), failing which the Authority may dispose of such Goods and charge the Supplier for the costs of such disposal. The risk in any over-delivered Goods remains with the Supplier unless they are accepted by the Authority.

B3.9 Unless expressly agreed to the contrary, the Authority shall not accept delivery by instalments. If the Authority specifies or agrees to delivery by instalments, delivery of any instalment later than the date specified or agreed for its delivery shall, without prejudice to any other rights or remedies of the Authority, entitle the Authority to terminate the whole of any unfulfilled part of the Contract without further liability to the Authority.

B3.10 Timely supply of the Goods is of the essence of the Contract, including in relation to commencing the supply of the Goods within the time agreed or on a specified date.

B4 Quality

B4.1 The Supplier shall perform its obligations under the Contract:

- (a) with appropriately experienced, qualified and trained personnel with all due skill, care and diligence;

- (b) in accordance with Good Industry Practice and all applicable Laws; and
- (c) shall comply with the standards and requirements set out in Schedule 8.

B4.2 The Supplier shall ensure the Goods:

- (a) correspond with their description;
- (b) conform with the Specification;
- (c) conform, if applicable, with any sample which has been Approved;
- (d) operate in accordance with the relevant technical specifications;
- (e) be of satisfactory quality within the meaning of the Sale of Goods Act 1979;
- (f) conform in all respects with all applicable Laws; and
- (g) are free from defects in design, materials and workmanship and are fit and sufficient for all the purposes for which such goods are ordinarily used and for any particular purpose made known to the Supplier by the Authority.

B4.3 The Authority may inspect and test the Goods at any time on reasonable notice. The Supplier shall provide at its own cost all such facilities as the Authority may reasonably require for such inspection and testing.

B4.4 If, following such inspection or testing, the Authority considers that the Goods do not conform or are unlikely to conform with the Supplier's undertakings in clauses B4.1 and B4.2, the Authority may enforce one or more of its rights set out in clause B4.8.

B4.5 Notwithstanding any inspection or testing, the Supplier remains fully responsible for the Goods and any inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and the Authority may conduct further inspections and tests after the Supplier has carried out its remedial actions.

B4.6 If reasonably requested to do so by the Authority, the Supplier shall co-ordinate its activities in supplying the Goods with those of the Authority and other contractors engaged by the Authority.

B4.7 Visible quality discrepancies will be reported by the Authority within 5 working days except where any equipment is subject to installation, where this will be extended to the final installation date.

B4.8 Pursuant to clause B4.4, the Authority may by notice to the Supplier:

- (a) reject any of the Goods;

- (b) have a resolution plan agreed within 5 Working Days for the eventual repair or replacement of the Goods, free of charge. by the Supplier with Goods which conform in all respects with the approved sample or with the Specification and due delivery shall not be deemed to have taken place until such repair or replacement has occurred; and/or
- (c) treat the Contract as discharged by the Supplier's breach and obtain a refund (if payment for the Goods has already been made) from the Supplier in respect of the Goods concerned together with payment of any additional expenditure reasonably incurred by the Authority in obtaining other goods in replacement.

B4.9 Any Goods rejected or returned by the Authority as set out in clause B4.8 shall be returned to the Supplier at the Supplier's risk and expense.

B4.10 The Supplier hereby guarantees the Goods against faulty materials or workmanship for such period as may be specified in the Specification or, if no period is specified, for a period of 18 months from the date of delivery. If the Authority within such period or within 25 Working Days thereafter gives notice to the Supplier of any defect in any of the Goods as may have arisen during such period under proper and normal use, the Supplier shall (without prejudice to any other rights and remedies which the Authority may have) promptly remedy such defects (whether by repair or replacement as the Authority shall elect) free of charge.

B4.11 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.

B5 Risk and Ownership

B5.1 Subject to clauses B4.4 and B4.5, risk in the Goods shall, without prejudice to any other rights or remedies of the Authority (including the Authority's rights and remedies under clause F1 (Contract Performance) and clause F2 (Remedies), pass to the Authority on completion of delivery.

B5.2 Title in the Goods shall, without prejudice to any other rights or remedies of the Authority (including the Authority's rights and remedies under clauses F1 and F2), pass to the Authority on completion of delivery (or payment, if earlier).

B6 Non-Delivery

B6.1 On dispatch of any consignment of the Goods the Supplier shall send the Authority a note specifying the means of transport, the place and date of dispatch, the number of packages and their weight and volume.

B6.2 If the Goods are not delivered to the Authority on the agreed date for delivery, the Authority shall, within 10 Working Days of that date, give notice to the Supplier that the Goods have not been delivered and may:

- (a) request the Supplier to deliver substitute Goods in accordance with Schedule 1, section 6 free of charge by a date specified by the Authority;
- (b) refuse to take any subsequent attempted delivery;

- (c) subject to clause G1.3 claim damages for any other costs, expenses or losses resulting from the Supplier's failure to deliver; or

- (d) terminate the Contract with immediate effect.

B7 Labelling and Packaging

B7.1 The Supplier shall ensure that the Goods are labelled and packaged in accordance with the Contract.

B7.2 Where applicable, the Supplier shall comply with the Packaging (Essential Requirements) Regulations 2015 (SI 2015/1640).

B7.3 Not used.

B7.4 If no period for collection and disposal is specified by the Authority, the Supplier shall collect the packaging from the Premises no later than 10 Working Days from the date of delivery of the Goods. The Authority may dispose of any packaging materials which have not been collected by the Supplier within those 10 Working Days or such other period specified by the Authority for collection. The Supplier is responsible for the payment of any costs in connection with the collection and disposal of reusable packaging material.

B7.5 The Supplier shall:

- (a) use packaging capable of easy recovery for further use or recycling. Packaging materials shall be easily separable by hand into recyclable parts consisting of one material (e.g. cardboard, paper, plastic, textile);
- (b) reuse the packaging and, where reuse is not practicable, recycle the materials in the manufacture of crates, pallets, boxes, cartons, cushioning and other forms of packaging, where these fulfil other packaging specifications;
- (c) make maximum use of materials taken from renewable sources, if recycled materials are not suitable or not readily available;
- (d) review packaging specifications periodically to ensure that no unnecessary limitations on the use of recycled materials exist; and
- (e) if requested, provide the Authority with a description of the product packaging and evidence to satisfy the Authority that it is reusing, recycling and reviewing its use of packaging. The evidence should provide proof of compliance with BS EN 13430 on recyclability or BS EN 13429 on reusability, or equivalent.

B8 Training

8.1 In accordance with Schedule 1, the Price includes the cost of instruction of the Authority's personnel in the use and maintenance of the Goods and such instruction shall be in accordance with the requirements detailed in the Specification.

B9 Services

B9.1 The Supplier acknowledges that the Authority relies on the skill and judgment of the Supplier in the supply of the Services and the performance of the Supplier's obligations under the Contract.

B9.2 The Supplier shall at all times:

- a) comply with the Quality Standards and, where applicable, shall maintain accreditation with the relevant Quality Standards authorisation body;
- b) comply with the standards and requirements set out in Schedule 8;
- c) to the extent that the standard of the Service has not been specified in the Contract, agree the relevant standard of the Services with the Authority prior to the supply of the Services and, in any event, perform its obligations under the Contract in accordance with the Law and Good Industry Practice;
- d) comply in all respects with the Specification;
- e) where there is no conflict between the Tender and the Specification, comply with the service solution set out in its Tender;
- f) ensure the Services are provided in accordance with the Contract;
- g) have all licences, approvals, authorisations and consents (in each case statutory, contractual or otherwise) necessary to enable the Supplier and Staff to carry out its obligations under the Contract;
- h) not, in delivering the Services, in any manner endanger the safety or convenience of the public;
- i) ensure that all Staff supplying the Services do so with all due skill, care and diligence and possess the qualifications, skills and experience necessary for the proper supply of the Services;
- j) ensure Staff are properly managed and supervised;
- k) provide the Authority with such assistance as the Authority may reasonably require during the Term in respect of the supply of the Services, including co-operation with other third-party suppliers to the Authority;
- l) gather, collate and provide such information and co-operation as the Authority may reasonably request for the purposes of ascertaining the Supplier's compliance with its obligations under the Contract;
- m) at all times allocate sufficient resources with the appropriate technical expertise to provide the Services in accordance with the Contract;
- n) ensure that any documents and/or training provided by the Supplier to the Authority are comprehensive, accurate and prepared in accordance with Good Industry Practice; and

- o) continue to perform all of its obligations under the Contract and not suspend the supply of the Services, notwithstanding:

- i) any withholding of the Price by the Authority pursuant to clause F2.11; and

- ii) the existence of an unresolved Dispute,

unless the Supplier is entitled to terminate the Contract under clause H2.3 for failure to pay an undisputed invoice.

B9.3 The Authority may inspect the manner in which the Supplier supplies the Services at the Premises during normal business hours on reasonable notice. The Supplier shall provide at its own cost all such facilities as the Authority may reasonably require for such inspection. In clause B9, Services include planning or preliminary work in connection with the supply of the Services.

B9.4 If reasonably requested to do so by the Authority, the Supplier shall co-ordinate its activities in supplying the Services with those of the Authority and other contractors engaged by the Authority.

B9.5 Timely supply of the Services is of the essence of the Contract, including in relation to commencing the supply of the Services within the time agreed or on a specified date. If the Supplier fails to supply the Services within the time promised or specified in the Specification, the Authority is released from any obligation to pay for the Services and may terminate the Contract, in either case without prejudice to any other rights and remedies of the Authority.

B9.6 If the Authority informs the Supplier in writing that the Authority reasonably believes that any part of the Services do not meet the requirements of the Contract or differs in any way from those requirements, and this is not as a result of a default by the Authority, the Supplier shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Contract within such reasonable time (having due regard to the fact that such failure to meet the requirements of the Contract are not as a result of a default by the Authority) as may be specified by the Authority.

B9.7 If, in delivering the Goods or Services, the Supplier is required to visit Authority Premises which are prisons, the Supplier shall comply with Schedule 7.

B9.8 If the Specification includes installation of equipment the Supplier shall:

- (a) provide all tools and equipment (or procure the provision of all tools and equipment) necessary for completion of the installation; and
- (b) notify the Authority in writing when it has completed installation. Following receipt of such notice, the Authority shall inspect the installation and shall, by giving notice to the Supplier:

- i) accept the installation; or

- ii) reject the installation and inform the Supplier why, in the Authority's reasonable opinion, the installation does not satisfy the Specification.

B9.9 If the Authority rejects the installation pursuant to clause B9.8(b)ii), the Supplier shall immediately rectify or remedy any defects and if, in the Authority's reasonable opinion, the installation does not, within 2 Working Days or such other period agreed by the Parties, comply with the Specification, the Authority may terminate the Contract with immediate effect.

B9.10 The installation is complete when the Supplier receives a notice issued by the Authority in accordance with clause B9.8(b)i). Notwithstanding acceptance of any installation in accordance with clause B9.8(b)i), the Supplier is solely responsible for ensuring that the Services and the installation conform to the Specification. No rights of estoppel or waiver shall arise as a result of the acceptance by the Authority of the installation.

B10 Equipment

B10.1 The Supplier shall provide all the Equipment and resources necessary for the supply of the Services.

B10.2 The Supplier shall not deliver any Equipment to, or begin any work on, the Premises without Approval.

B10.3 All Equipment brought onto the Premises is at the Supplier's own risk and the Authority has no liability for any loss of or damage to any Equipment unless the Supplier demonstrates that such loss or damage was caused or contributed to by the Authority's Default. The Supplier shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at its sole cost.

B10.4 Equipment brought onto the Premises remains the property of the Supplier.

B10.5 If the cost of any Equipment is reimbursed to the Supplier such Equipment shall be the property of the Authority and shall on request be delivered to the Authority as directed by the Authority. The Supplier will keep a full and accurate inventory of such Equipment and will deliver that inventory to the Authority on request and on completion of the Services.

B10.6 The Supplier shall maintain all Equipment in a safe, serviceable and clean condition and the loss or destruction for any reason of any Equipment shall not relieve the Supplier of its obligation to supply the Services in accordance with the Contract.

B10.7 The Supplier shall, at the Authority's written request, at its own cost and as soon as reasonably practicable:

- (a) remove immediately from the Premises Equipment which is, in the Authority's opinion, hazardous, noxious or not supplied in accordance with the Contract; and
- (b) replace such item with a suitable substitute item of Equipment.

B10.8 Within 20 Working Days of the end of the Term, the Supplier shall remove the Equipment together with any other materials used by the Supplier to supply the Services and shall leave the Premises in a clean, safe and tidy condition. The Supplier shall make good (at its own cost) any damage to those Premises and any fixtures and fitting in the Premises which is caused by the Supplier or Staff.

B11 Key Personnel

B11.1 The Supplier acknowledges that Key Personnel are essential to the proper provision of the Services.

B11.2 Key Personnel shall not be released from supplying the Services without Approval except by reason of long-term sickness, maternity leave, paternity leave or termination of employment or other similar extenuating circumstances.

B11.3 The Authority may interview and assess any proposed replacement for Key Personnel and any replacements to Key Personnel are subject to Approval. Such replacements shall be of at least equal status, experience and skills to Key Personnel being replaced and be suitable in all regards for the responsibilities of that person in relation to the Services.

B11.4 The Authority shall not unreasonably withhold its Approval under clauses B11.2 or

B11.3. Such Approval is conditional on appropriate arrangements (in the opinion of the Authority) being made by the Supplier to minimise any adverse effect on the Services which could be caused by a change in Key Personnel.

B12 Staff

B12.1 The Authority may, by notice to the Supplier, refuse to admit onto, or withdraw permission to remain on, the Authority's Premises:

- (a) any member of the Staff; or
- (b) any person employed or engaged by any member of the Staff

whose admission or continued presence would, in the Authority's reasonable opinion, be undesirable.

B12.2 The Supplier shall comply with all security requirements of the Authority while on the Authority's Premises and ensure that all Staff comply with such requirements.

B12.3 At the Authority's written request, the Supplier shall, at its own cost, provide a list of the names, addresses, national insurance numbers and immigration status of all people who may require admission to the Authority's Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Authority may reasonably request.

B12.4 The Supplier shall ensure that all Staff who have access to the Authority's Premises, the Authority System or the Authority Data have been cleared in accordance with the BPSS before any such access is granted.

B12.5 The Supplier shall co-operate with any investigation relating to security carried out by the Authority or on behalf of the Authority and, at the Authority's request:

- (a) use reasonable endeavours to make available any Staff requested by the Authority to attend an interview for the purpose of an investigation; and
- (b) provide documents, records and/or other material in whatever form which the Authority may reasonably request or which may be requested on the Authority's behalf, for the purposes of an investigation.

- B12.6 The Supplier is liable at all times for all acts or omissions of Staff, so that any act or omission of a member of any Staff which results in a Default shall be deemed to be a Default by the Supplier.
- B12.7 The Supplier shall use all reasonable endeavours to minimise the number of changes in Staff and replace (temporarily or permanently, as appropriate) any Staff as soon as practicable if any Staff have been removed or are unavailable for any reason whatsoever. The Supplier shall bear the programme familiarisation and other costs associated with any replacement of any Staff.

B13 Due Diligence

- B13.1 The Supplier acknowledges that:
- (a) the Authority has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance of its obligations under the Contract;
 - (b) it has made its own enquiries to satisfy itself as to the accuracy and adequacy of any and all information supplied to the Supplier by or on behalf of the Authority prior to the Commencement Date (the “**Due Diligence Information**”); and
 - (c) it has: (i) satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Authority before the Commencement Date) of all relevant details relating to the Contract (including the Specification and the requirements for delivery of the Services), the ownership, functionality, capacity, condition and suitability for use in the Services of the Property and the operating processes and procedures and the working methods of the Authority; and (ii) has advised the Authority of the actions needed to remedy any unsuitable aspects and confirms that any such actions are fully reflected and costed in the Contract.
- B13.2 The Supplier is not excused from the performance of any of its obligations under the Contract on the grounds of and is not entitled to recover any additional costs or charges arising as a result of, any misinterpretation of the Contract or any failure by the Supplier to satisfy itself as to the accuracy and/or adequacy of the Due Diligence Information.

B14 Licence to Occupy

- B14.1 Subject to any restrictions in the relevant title documents, any land or Premises made available from time to time to the Supplier by the Authority in connection with the Contract are on a non-exclusive licence basis free of charge and are used by the Supplier solely for the purpose of performing its obligations under the Contract. The Supplier has the use of such land or Premises as licensee and shall vacate the same on termination of the Contract.
- B14.2 The Supplier shall limit access to the land or Premises to such Staff as is necessary for it to perform its obligations under the Contract and the Supplier shall co-operate (and ensure that its Staff co-operate) with other persons working concurrently on such land or Premises as the Authority may reasonably request.
- B14.3 If the Supplier requires modifications to the Authority’s Premises such modifications are subject to Approval and shall be carried out by the Authority at the Supplier’s cost. The Authority shall undertake Approved modification work without undue delay.

B14.4 The Supplier shall (and shall ensure that any Staff on the Authority's Premises shall) observe and comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when on the Authority's Premises as determined by the Authority.

B14.5 The Contract does not create a tenancy of any nature in favour of the Supplier or its Staff, does not entitle the Supplier or any Staff to exclusive occupancy or exclusive possession) and no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the Authority may use the Premises owned or occupied by it in any manner it sees fit.

B15 Property

B15.1 All Property is and remains the property of the Authority and the Supplier irrevocably licenses the Authority and its agents to enter any Premises of the Supplier during normal business hours on reasonable notice to recover any such Property.

B15.2 The Property is deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Authority otherwise within 5 Working Days of receipt.

B15.3 The Supplier shall maintain the Property in good order and condition (excluding fair wear and tear) and shall use the Property solely in connection with the Contract and for no other purpose without Approval.

B15.4 The Supplier shall ensure the security of all the Property whilst in its possession, either on the Premises or elsewhere during the supply of the Services, in accordance with the Authority's reasonable security requirements as required from time to time.

B15.5 The Supplier is liable for all loss of or damage to the Property, unless such loss or damage was caused by the Authority's negligence. The Supplier shall inform the Authority immediately of becoming aware of any defects appearing in, or losses or damage occurring to, the Property.

B16 Offers of Employment

B16.1 Neither Party shall, directly or indirectly, solicit or procure (otherwise than by general advertising or under TUPE) any employees or contractors (including the Staff) of the other Party who are directly employed or engaged in connection with the provision of the Services while such persons are employed or engaged and for a period of 6 Months thereafter.

B16.2 If either Party breaches clause B16.1, it shall pay the other Party a sum equivalent to [REDACTED] of the annual base salary payable by the Party in breach in respect of the first year of person's employment.

B16.3 The Parties agree that the sum specified in clause B16.2 is a reasonable pre-estimate of the loss and damage which the party not in breach would suffer if there was a breach of clause B16.1.

B17 Employment

B17.1 No later than 12 Months before the end of the Term, the Supplier shall fully and accurately disclose to the Authority all information the Authority may reasonably request in relation to Staff including the following:

- (a) the total number whose employment/engagement terminates at the end of the Term, save for any operation of Law;
- (b) the age, gender, salary or other remuneration, future pay settlements and redundancy and pensions entitlement of the Staff referred to in clause B17.1(a);
- (c) the terms and conditions of employment/engagement of the Staff referred to in clause B17.1(a), their job titles and qualifications;
- (d) their immigration status;
- (e) details of any current disciplinary or grievance proceedings ongoing or circumstances likely to give rise to such proceedings and details of any claims current or threatened; and
- (f) details of all collective agreements with a brief summary of the current state of negotiations with any such bodies and with details of any current industrial disputes and claims for recognition by any trade union.

B17.2 At intervals determined by the Authority (which shall not be more frequent than once every 30 days) the Supplier shall give the Authority updated TUPE Information.

B17.3 Each time the Supplier supplies TUPE Information to the Authority it warrants its completeness and accuracy and the Authority may assign the benefit of this warranty to any Replacement Supplier.

B17.4 The Authority may use TUPE Information it receives from the Supplier for the purposes of TUPE and/or any retendering process in order to ensure an effective handover of all work in progress at the end of the Term. The Supplier shall provide the Replacement Supplier with such assistance as it shall reasonably request.

B17.5 If TUPE applies to the transfer of the Services on termination of the Contract, the Supplier indemnifies and keeps indemnified the Authority, the Crown and any Replacement Supplier against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority or the Crown or any Replacement Supplier may suffer or incur as a result of or in connection with:

- (a) the provision of TUPE Information;
- (b) any claim or demand by any Employee (whether in contract, tort, under statute, pursuant to Law or otherwise) in each case arising directly or indirectly from any act, fault or omission of the Supplier or any Sub-Contractor in respect of any Employee on or before the end of the Term;
- (c) any failure by the Supplier or any Sub-Contractor to comply with its obligations under regulations 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE save where such failure arises from the failure of the

Authority or a Replacement Supplier to comply with its duties under regulation 13 of TUPE;

- (d) any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing any Employees arising from or connected with any failure by the Supplier or any Sub-Contractor to comply with any legal obligation to such trade union, body or person; and
- (e) any claim by any person who is transferred by the Supplier to the Authority and/or a Replacement Supplier whose name is not included in the list of Employees.

B17.6 If the Supplier is aware that TUPE Information has become inaccurate or misleading, it shall promptly notify the Authority and provide the Authority with up to date and accurate TUPE Information.

B17.7 Clause B17 applies during the Term and indefinitely thereafter.

B17.8 The Supplier undertakes to the Authority that, during the 12 Months prior to the end of the Term the Supplier shall not (and shall procure that any Sub-Contractor shall not) without Approval (such Approval not to be unreasonably withheld or delayed):

- (a) amend or vary (or purport to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay) of any Staff (other than where such amendment or variation has previously been agreed between the Supplier and the Staff in the normal course of business and where any such amendment or variation is not in any way related to the transfer of the Services);
- (b) terminate or give notice to terminate the employment or engagement of any Staff (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);
- (c) transfer away, remove, reduce or vary the involvement of any other Staff from or in the provision of the Services (other than where such transfer or removal: (i) was planned as part of the individual's career development; (ii) takes place in the normal course of business; and (iii) will not have any adverse impact upon the delivery of the Services by the Supplier, (provided that any such transfer, removal, reduction or variation is not in any way related to the transfer of the Services); or
- (d) recruit or bring in any new or additional individuals to provide the Services who were not already involved in providing the Services prior to the relevant period.

C PAYMENT and INVOICES

C1 Payment

C1.1 The Supplier shall submit invoices to the Authority in accordance with this clause C1, Schedule 1 and Schedule 2.

C1.2 The Authority issues Purchase Orders using Basware and, unless approved otherwise, the Supplier shall, when invited, register on Basware.

C1.3 When the Supplier registers on Basware, a Valid Invoice is an invoice issued through Basware, unless the invoice contains:

- (a) additional lines not included in the relevant Purchase Order;
- (b) Line descriptions which have been materially altered so that they no longer match the equivalent description in the relevant Purchase Order;
- (c) Prices and/or volumes which have been increased without Approval.

C1.4 If, with Approval, the Supplier does not register on Basware, a Valid Invoice is an invoice which complies with clauses C1.5 to C1.7.

C1.5 Other than invoices submitted through Basware, all invoices submitted to the Authority must clearly state the word 'invoice' and contain:

- (a) a unique identification number (invoice number);
- (b) the Supplier's name, address and contact information;
- (c) the name and address of the department/agency in the Authority with which the Supplier is working;
- (d) a clear description of the services, works or goods being invoiced for;
- (e) the date the goods or service were provided;
- (f) the date of the invoice;
- (g) the amount being charged;
- (h) VAT amount if applicable;
- (i) the total amount owed;
- (j) the Purchase Order number; and
- (k) the amount of the invoice in sterling or any other currency which is Approved.

- C1.6 Other than invoices submitted through Basware, all invoices submitted to the Authority must meet the following criteria:
- (a) email size must not exceed 4mb;
 - (b) one invoice per file attachment (PDF). Multiple invoices can be attached as separate files;
 - (c) any supporting information, backing data etc. must be contained within the invoice PDF file;
 - (d) not contain any lines for items which are not on the Purchase Order;
 - (e) replicate, as far as possible, the structure of and the information contained in the Purchase Order in respect of the number of lines, line descriptions, price and quantity; and
 - (f) if required by the Authority, be submitted in a structured electronic invoice in an Electronic Data Interchange or XML formats.
- C1.7 Other than invoices submitted through Basware, all invoices submitted to the Authority must, if requested by the Authority, include:
- (a) timesheets for Staff engaged in providing the Services signed and dated by the Authority's representative on the Premises on the day;
 - (b) the name of the individuals to whom the timesheet relates and hourly rates for each;
 - (c) identification of which individuals are Supplier's staff and which are Sub-Contractors' staff;
 - (d) the address of the Premises and the date on which work was undertaken;
 - (e) the time spent working on the Premises by the individuals concerned;
 - (f) details of the type of work undertaken by the individuals concerned;
 - (g) details of plant or materials operated and on standby;
 - (h) separate identification of time spent travelling and/or meal or rest breaks; and
 - (i) if appropriate, details of journeys made and distances travelled.

C1.8 The Authority shall not pay an invoice which is not a Valid Invoice.

C1.9 If the Authority pays the Supplier prior to the submission of a Valid Invoice this payment is on account of and deductible from the next payment to be made.

C1.10 If any overpayment has been made or the payment or any part is not supported by a Valid Invoice the Authority may recover this payment against future invoices raised or directly from the Supplier. All payments made by the Authority to the Supplier are on an interim basis pending final resolution of an account with the Supplier in accordance with the terms of this clause C1.

C1.11 The Supplier shall:

- (a) add VAT to the Price at the prevailing rate as applicable and show the amount of VAT payable separately on all invoices as an extra charge. If the Supplier fails to show VAT on an invoice, the Authority is not, at any later date, liable to pay the Supplier any additional VAT;
- (b) ensure that a provision is included in all Sub-Contracts which requires payment to be made of all sums due to Sub-Contractors within 30 days from the receipt of a valid invoice; and
- (c) not suspend the Services unless the Supplier is entitled to terminate the Contract under clause H2.3 for failure to pay undisputed sums of money.

C1.12 The Supplier indemnifies the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under the Contract. Any amounts due under this clause shall be paid by the Supplier to the Authority not less than 5 Working Days before the date upon which the tax or other liability is payable by the Authority.

C1.13 The Authority shall pay all sums due to the Supplier within 30 days of receipt of a Valid Invoice unless an alternative arrangement has been Approved.

C1.14 Any late payment of undisputed invoices by the Authority will be subject to interest at the rate of a maximum of above the base rate from time to time of Barclays Bank.

C1.15 Payment terms are 30 days from the Authority's receipt of Goods following delivery/installation and Supplier's compliant invoice submission to the MoJ Shared Services Centre.

C1.16 In accordance with C1.5 any invoices not processed through Basware, must be submitted to the following address based on the method of payment:

MoJ Shared Services PO Box 741 Newport Gwent NP10 8FZ

Or email electronically to: [REDACTED]

C1.17 All invoices are subject to a three-way matching process prior to payment being made to the Supplier. The Supplier shall ensure that there is no discrepancy between the invoice lines, quantity and price from the original purchase order. Failure to submit a compliant invoice will result in the payment going on hold. Invoices must include the following:

- (a) Must be received at the correct billing address
- (b) Must quote a valid Purchase Order Number (clearly printed on the PO)
- (c) Must be to a total agreed sum
- (d) Should not be sent to delivery address or with delivery note
- (e) Must list product lines broken down by product code
- (f) Must give quantity purchased, and individual prices in addition to a line total.
- (g) Back Order Notification.

C1.18 Where the Supplier enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Supplier to the Sub-Contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.

C2 Recovery of Sums Due

C2.1 If under the Contract any sum of money is recoverable from or payable by the Supplier to the Authority (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Contract), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier from the Authority under the Contract or under any other agreement with the Authority or the Crown.

C2.2 Any overpayment by either Party, whether of the Price or of VAT or otherwise, is a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

C2.3 The Supplier shall make all payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Supplier.

C2.4 All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

C3 Price During Extension

C3.1 Subject to Schedule 1, Schedule 2 and clause F4 (Change), the Price applies for the Initial Term and until the end of any Extension or such earlier date of termination or partial termination of the Contract in accordance with the Law or the Contract.

C4 Credit Notes and Invoice Holds

C4.1 Where the Authority has been over invoiced, or a price discrepancy has been made by the Supplier a credit note will be required to be raised by the Supplier for the disputed sum to allow payment of the remaining balance. Credit notes will be required to be raised within 4 weeks.

C4.2 Payments will be delayed where the Supplier's invoice does not match the original purchase order. All invoices shall match the original purchase order price and format to prevent the invoice from going on hold.

D. PROTECTION OF INFORMATION

D1 Authority Data

D1.1 The Supplier shall:

- (a) not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Supplier of its obligations under the Contract or as otherwise Approved;
- (b) preserve the integrity of Authority Data and prevent the corruption or loss of Authority Data;
- (c) not delete or remove any proprietary notices contained within or relating to the Authority Data;
- (d) to the extent that Authority Data is held and/or processed by the Supplier, supply Authority Data to the Authority as requested by the Authority in the format specified in the Specification;
- (e) perform secure back-ups of all Authority Data and ensure that up-to-date back-ups are stored securely off-site. The Supplier shall ensure that such back-ups are made available to the Authority immediately upon request;
- (f) ensure that any system on which the Supplier holds any Authority Data, including back-up data, is a secure system that complies with the Security Policy Framework;
- (g) identify, and disclose to the Authority on request those members of Staff with access to or who are involved in handling Authority Data;
- (h) on request, give the Authority details of its policy for reporting, managing and recovering from information risk incidents, including losses of Personal Data, and its procedures for reducing risk;
- (i) notify the Authority immediately and inform the Authority of the remedial action the Supplier proposes to take if it has reason to believe that Authority Data has

or may become corrupted, lost or sufficiently degraded in any way for any reason; and

comply with Schedule 6 or equivalent industry standards by the end of 31st December 2025 or as otherwise agreed by the Authority in writing. (Information Assurance & Security), and in the interim the Supplier will comply with their internal security management plan as provided to the Authority in June 2024.

D1.2 If Authority Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, the Authority may:

- (a) require the Supplier (at the Supplier's cost) to restore or procure the restoration of Authority Data and the Supplier shall do so promptly; and/or
- (b) itself restore or procure the restoration of Authority Data and be repaid by the Supplier any reasonable costs incurred in doing so.

D2 Data Protection and Privacy

D2.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

- (a) **Controller** in respect of the other Party who is Processor;
- (b) **Processor** in respect of the other Party who is Controller;
- (c) **Joint Controller** with the other Party;
- (d) **Independent Controller** of the Personal Data where the other Party is also **Controller**,

in respect of certain Personal Data under a Contract and shall specify in Schedule 9 (*Data Processing*) which scenario they think shall apply in each situation.

D2.2 The Supplier shall:

- (a) notify the Authority immediately if it considers any Authority instructions infringe Data Protection Law;
- (b) at its own cost, provide all reasonable assistance to the Authority in the preparation of any DPIA prior to starting any Processing. Such assistance may, at the Authority's discretion, include:
 - i) a systematic description of the envisaged Processing and the purpose of the Processing;
 - ii) an assessment of the necessity and proportionality of the Processing in relation to the Services;
 - iii) an assessment of the risks to the rights and freedoms of Data Subjects; and

- iv) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data
- (c) in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (d) Process that Personal Data only in accordance with Schedule 9 unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Authority before Processing the Personal Data unless prohibited by Law;
- (e) ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event which the Authority may reasonably reject. If the Authority reasonably rejects the Protective Measures put in place by the Supplier, the Supplier shall propose alternative Protective Measures to the satisfaction of the Authority. If the Authority does not reject the proposed Protective Measures this does not mean they are Approved. Protective Measures must take account of the nature of the Personal Data to be protected, the harm that might result from a Data Loss Event, the state of technological development and the cost of implementing any measures
- (f) ensure that:
- (g) Staff do not Process Personal Data except in accordance with the Contract (and in particular Schedule 9);
- (h) it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to Personal Data and ensure that they:
- (i) are aware of and comply with the Supplier's duties under this clause D2;
 - a) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - b) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise allowed under the Contract;
 - c) have undergone adequate training in the use, care, protection and handling of the Personal Data
- (j) not transfer Personal Data outside of the UK unless Approved and:
 - i) the destination country has been recognised as adequate by the Government in accordance with Article 45 of the UK GDPR (or s.74 of DPA);
 - ii) the Authority or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or s.75 of the DPA) as determined by the Authority;

- iii) the Data Subject has enforceable rights and effective legal remedies;
 - iv) the Supplier complies with its obligations under Data Protection Law by providing an appropriate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and
 - v) the Supplier complies with any reasonable instructions notified to it in advance by the Authority with respect to the Processing of the Personal Data
- (k) at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Contract unless the Supplier is required by Law to retain the Personal Data;
- (l) subject to clause D2.3, notify the Authority immediately if it:
- i) receives a Data Subject Request (or purported Data Subject Request);
 - ii) receives a request to rectify, block or erase any Personal Data;
 - iii) receives any other request, complaint or communication relating to either Party's obligations under Data Protection Law;
 - iv) receives any communication from the ICO or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - v) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - vi) becomes aware of a Data Loss Event.

D2.3 The Supplier's obligation to notify under clause D2.2(g) includes the provision of further information to the Authority as details become available.

D2.4 Taking into account the nature of the Processing, the Supplier shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Law and any complaint, communication or request made under clause D2.2(g) (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:

- (a) the Authority with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in Data Protection Law;
- (c) the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Authority following any Data Loss Event; and
- (e) assistance as requested by the Authority with respect to any request from the ICO, or any consultation by the Authority with the ICO.

D2.5 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with clause D2. This requirement does not apply if the Supplier employs fewer than 250 people unless 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; or
- (c) is likely to result in a risk to the rights and freedoms of Data Subjects.

D2.6 The Supplier shall allow audits of its Processing activity by the Authority or the Authority's designated auditor.

D2.7 The Supplier shall designate a Data Protection Officer if required by Data Protection Law.

D2.8 Before allowing any Sub-processor to Process any Personal Data in connection with the Contract, the Supplier shall:

- (a) notify the Authority in writing of the intended Sub-processor and Processing;
- (b) obtain Approval;
- (c) enter into a written agreement with the Sub-processor which gives effect to the terms set out in clause D2 such that they apply to the Sub-processor; and
- (d) provide the Authority with such information regarding the Sub-processor as the Authority reasonably requires.

D2.9 The Supplier remains fully liable for the acts and omissions of any Sub-processor.

D2.10 The Parties shall take account of any guidance published by the ICO and, notwithstanding the provisions of clause F4, the Authority may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance published by the ICO.

D2.11 In relation to Processing for Law Enforcement Purposes, the Supplier shall:

(a) maintain logs for its automated Processing operations in respect of:

- i) collection;
- ii) alteration;
- iii) consultation;
- iv) disclosure (including transfers);
- v) combination; and
- vi) erasure.

(together the "**Logs**").

(b) ensure that:

- (c) the Logs of consultation make it possible to establish the justification for, and date and time of, the consultation; and as far as possible, the identity of the person who consulted the data;
- (d) the Logs of disclosure make it possible to establish the justification for, and date and time of, the disclosure; and the identity of the recipients of the data; and
- (e) the Logs are made available to the ICO on request
- (f) use the Logs only to:
- (g) verify the lawfulness of Processing;
- (h) assist with self-monitoring by the Authority or (as the case may be) the Supplier, including the conduct of internal disciplinary proceedings;
- (i) ensure the integrity of Personal Data; and
- (j) assist with criminal proceedings
- (k) as far as possible, distinguish between Personal Data based on fact and Personal Data based on personal assessments; and

- (l) where relevant and as far as possible, maintain a clear distinction between Personal Data relating to different categories of Data Subject, for example:
- (m) persons suspected of having committed or being about to commit a criminal offence;
- (n) persons convicted of a criminal offence;
- (o) persons who are or maybe victims of a criminal offence; and
- (p) witnesses or other persons with information about offences.

D2.12 This clause D2 applies during the Term and indefinitely after its expiry.

D3 Official Secrets Acts and Finance Act

D3.1 The Supplier shall comply with:

- (a) the Official Secrets Acts 1911 to 1989; and
- (b) section 182 of the Finance Act 1989.

D4 Confidential Information

D4.1 Except to the extent set out in clause D4 or if disclosure or publication is expressly allowed elsewhere in the Contract each Party shall treat all Confidential Information belonging to the other Party as confidential and shall not disclose any Confidential Information belonging to the other Party to any other person without the other Party's consent, except to such persons and to such extent as may be necessary for the performance of the Party's obligations under the Contract.

D4.2 The Supplier hereby gives its consent for the Authority to publish the whole Contract (but with any information which is Confidential Information belonging to the Authority redacted) including from time to time agreed changes to the Contract, to the general public.

D4.3 If required by the Authority, the Supplier shall ensure that Staff, professional advisors and consultants sign a non-disclosure agreement prior to commencing any work in connection with the Contract in a form approved by the Authority. The Supplier shall maintain a list of the non-disclosure agreements completed in accordance with this clause.

D4.4 If requested by the Authority, the Supplier shall give the Authority a copy of the list and, subsequently upon request by the Authority, copies of such of the listed non-disclosure agreements as required by the Authority. The Supplier shall ensure that Staff, professional advisors and consultants are aware of the Supplier's confidentiality obligations under the Contract.

D4.5 The Supplier may disclose the Authority's Confidential Information only to Staff who are directly involved in providing the Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with the obligations in clause D4 as to confidentiality.

D4.6 The Supplier shall not, and shall procure that the Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of the Contract.

D4.7 Clause D4.1 shall not apply to the extent that:

- (a) such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIR;
- (b) such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- (c) such information was obtained from a third party without obligation of confidentiality;
- (d) such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract (or any other contract between the Authority and the Supplier); or
- (e) it is independently developed without access to the other Party's Confidential Information.

D4.8 Nothing in clause D4.1 prevents the Authority disclosing any Confidential Information obtained from the Supplier:

- (a) for the purpose of the examination and certification of the Authority's accounts;
- (b) for the purpose of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
- (c) to Parliament and Parliamentary committees;
- (d) to any Crown Body or any Contracting Authority and the Supplier hereby acknowledges that all government departments or Contracting Authorities receiving such Confidential Information may further disclose the Confidential Information to other government departments or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or any Contracting Authority; or
- (e) to any consultant, contractor or other person engaged by the Authority

provided that in disclosing information under clauses D4.8(d) and the Authority discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

D4.9 Nothing in clauses D4.1 to D4.6 prevents either Party from using any techniques, ideas or Know-How gained during the performance of its obligations under the Contract in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

D4.10 The Authority shall use reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or Sub-Contractor to whom the Supplier's Confidential Information is disclosed pursuant to clause D4.8 is made aware of the Authority's obligations of confidentiality.

D4.11 If the Supplier does not comply with clauses D4.1 to D4.8 the Authority may terminate the Contract immediately on notice to the Supplier and/or seek injunctive relief in any competent jurisdiction.

D4.12 To ensure that no unauthorised person gains access to any Confidential Information, or any data obtained in the supply of the Services, the Supplier shall maintain adequate security arrangements that meet the requirements of professional standards and best practice.

D4.13 The Supplier shall treat the Authority's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored, and the nature of the Confidential Information contained in those materials

D4.14 The Supplier shall:

- (a) immediately notify the Authority of any breach of security in relation to Confidential Information and all data obtained in the supply of the Services and will keep a record of such breaches;
- (b) use best endeavours to recover such Confidential Information or data however it may be recorded;
- (c) co-operate with the Authority in any investigation as a result of any breach of security in relation to Confidential Information or data; and
- (d) at its own expense, alter any security systems at any time during the Term at the Authority's request if the Authority reasonably believes the Supplier has failed to comply with clause D4.12.

D5 Freedom of Information

D5.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIR.

D5.2 The Supplier shall transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within 2 Working Days of receipt and shall:

- (a) give the Authority a copy of all Information requested in the Request for Information in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may specify) of the Authority's request;
- (b) provide all necessary assistance as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIR; and
- (c) not respond to directly to a Request for Information unless authorized to do so in writing by the Authority.

D5.3 The Supplier acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier.

D5.4 The Authority shall determine in its absolute discretion and notwithstanding any other provision in the Contract or any other agreement whether the Commercially Sensitive

Information and any other Information is exempt from disclosure in accordance with the FOIA and/or the EIR.

D6 Publicity, Branding and Media

D6.1 The Supplier shall not:

- (a) make any press announcements or publicise the Contract or its contents in any way;
- (b) use the Authority's name, brand or logo in any publicity, promotion, marketing or announcement of order; or
- (c) use the name, brand or logo of any of the Authority's agencies or arms-length bodies in any publicity, promotion, marketing or announcement of orders without Approval.

D6.2 Each Party acknowledges that nothing in the Contract either expressly or impliedly constitutes an endorsement of any products or services of the other Party (including the Services and the ICT Environment) and each Party shall not conduct itself in such a way as to imply or express any such approval or endorsement.

D6.3 The Supplier shall use reasonable endeavours to ensure that its Staff and professional advisors comply with clause D6.1.

E. INTELLECTUAL PROPERTY

E1 Intellectual Property Rights

E1.1 All Intellectual Property Rights in:

- (a) the Results; or
- (b) any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which is furnished to or made available to the Supplier by or on behalf of the Authority (together with the Results, the "**IP Materials**")

shall vest in the Authority (save for Copyright and Database Rights which shall vest in His Majesty the King) and the Supplier shall not, and shall ensure that the Staff shall not, use or disclose any IP Materials without Approval save to the extent necessary for performance by the Supplier of its obligations under the Contract.

E1.2 The Supplier hereby assigns:

- (a) to the Authority, with full title guarantee, all Intellectual Property Rights (save for Copyright and Database Rights) which may subsist in the IP Materials. This assignment shall take effect on the date of the Contract or (in the case of rights arising after the date of the Contract) as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Supplier; and
- (b) to His Majesty the King, with full title guarantee, all Copyright and Database Rights which may subsist in the IP Materials

and shall execute all documents and do all acts as are necessary to execute these assignments.

E1.3 The Supplier shall:

- (a) waive or procure a waiver of any moral rights held by it or any third party in copyright material arising as a result of the Contract or the performance of its obligations under the Contract;
- (b) ensure that the third party owner of any Intellectual Property Rights that are or which may be used to perform the Services grants to the Authority a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Authority an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty-free, worldwide and irrevocable and shall include the right for the Authority to sub-license, transfer, novate or assign to other Contracting Authorities, the Crown, the Replacement Supplier or to any other third party supplying goods and/or services to the Authority ("**Indemnified Persons**");
- (c) not infringe any Intellectual Property Rights of any third party in supplying the Services; and
- (d) during and after the Term, indemnify and keep indemnified the Authority and Indemnified Persons from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority and Indemnified Persons may suffer or incur as a result of or in connection with any breach of clause E1.3, except to the extent that any such claim results directly from:
- (e) items or materials based upon designs supplied by the Authority; or
- (f) the use of data supplied by the Authority which is not required to be verified by the Supplier under any provision of the Contract.

E1.4 The Authority shall notify the Supplier in writing of any claim or demand brought against the Authority or Indemnified Person for infringement or alleged infringement of any Intellectual Property Right in materials supplied and/or licensed by the Supplier to the Authority.

E1.5 The Supplier shall at its own expense conduct all negotiations and any litigation arising in connection with any claim, demand or action by any third party for infringement or alleged infringement of any third party Intellectual Property Rights (whether by the Authority, the Supplier or Indemnified Person) arising from the performance of the Supplier's obligations under the Contract ("**Third Party IP Claim**"), provided that the Supplier shall at all times:

- (a) consult the Authority on all material issues which arise during the conduct of such litigation and negotiations;

- (b) take due and proper account of the interests of the Authority; and
- (c) not settle or compromise any claim without Approval (not to be unreasonably withheld or delayed).

E1.6 The Authority shall, at the request of the Supplier, afford to the Supplier all reasonable assistance for the purpose of contesting any Third-Party IP Claim and the Supplier shall indemnify the Authority for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Supplier shall not be required to indemnify the Authority under this clause in relation to any costs and expenses to the extent that such arise directly from the matters referred to in clause E1.3(d) i) and ii).

E1.7 The Authority shall not, without the Supplier's consent, make any admissions which may be prejudicial to the defence or settlement of any Third-Party IP Claim.

E1.8 If any Third-Party IP Claim is made or in the reasonable opinion of the Supplier is likely to be made, the Supplier shall notify the Authority and any relevant Indemnified Person, at its own expense and subject to Approval (not to be unreasonably withheld or delayed), shall (without prejudice to the rights of the Authority under clauses E1.3(b) and G2.1(g)) use its best endeavours to:

- (a) modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement; or
- (b) procure a licence to use the Intellectual Property Rights and supply the Services which are the subject of the alleged infringement, on terms which are acceptable to the Authority

and if the Supplier is unable to comply with clause E1.8(a) or (b) within 20 Working Days of receipt by the Authority of the Supplier's notification the Authority may terminate the Contract immediately by notice to the Supplier.

E1.9 The Supplier hereby grants to the Authority and, if requested by the Authority, to a Replacement Supplier, a royalty-free, irrevocable, worldwide, non-exclusive licence (with a right to sub-license) to use any Intellectual Property Rights that the Supplier owned or developed prior to the Commencement Date and which the Authority (or the Replacement Supplier) reasonably requires in order for the Authority to exercise its rights under, and receive the benefit of, the Contract (including, without limitation, the Services).

F. CONTROL OF THE CONTRACT

F1 Contract Performance

F1.1 The Supplier shall immediately inform the Authority if any of the Services are not being or are unable to be performed, the reasons for non-performance, any corrective action and the date by which that action will be completed.

F1.2 At or around 6 Months from the Commencement Date and each anniversary of the Commencement Date thereafter, the Authority may carry out a review of the performance of the Supplier (a "**Review**"). Without prejudice to the generality of the foregoing, the Authority may, in respect of the period, under review consider such items as (but not limited to):

- a) the Supplier's delivery of the Services;

- b) the Supplier's contribution to innovation in the Authority; whether the Services provide the Authority with best value for money; consideration of any changes which may need to be made to the Services;
- c) a review of future requirements in relation to the Services; and
- d) progress against key milestones.

F1.3 The Supplier shall provide at its own cost any assistance reasonably required by the Authority to perform Reviews including the provision of data and information.

F1.4 The Authority may produce a report (a "**Review Report**") of the results of each Review stating any areas for improvement in the provision of the Services and where there is any shortfall in any aspect of performance reviewed as against the Authority's expectations and the Supplier's obligations under the Contract.

F1.5 The Authority shall give the Supplier a copy of the Review Report (if applicable). The Authority shall consider any Supplier comments and may produce a revised Review Report.

F1.6 The Supplier shall, within 10 Working Days of receipt of the Review Report (revised as appropriate) provide the Authority with a plan to address resolution of any shortcomings and implementation of improvements identified by the Review Report.

F1.7 Actions required to resolve shortcomings and implement improvements (either as a consequence of the Supplier's failure to meet its obligations under the Contract identified by the Review Report, or those which result from the Supplier's failure to meet the Authority's expectations notified to the Supplier or of which the Supplier ought reasonably to have been aware) shall be implemented at no extra cost to the Authority.

F2 Remedies

F2.1 If the Authority reasonably believes the Supplier has committed a Material Breach it may, without prejudice to its rights under clause H2 (Termination on Default), do any of the following:

- (a) without terminating the Contract, itself supply or procure the supply of all or part of the Services until such time as the Supplier has demonstrated to the Authority's reasonable satisfaction that the Supplier will be able to supply the Services in accordance with the Specification;
- (b) without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Services;
- (c) withhold or reduce payments to the Supplier in such amount as the Authority reasonably deems appropriate in each particular case; and/or
- (d) terminate the Contract in accordance with clause H2.

F2.2 Without prejudice to its right under clause C2 (Recovery of Sums Due), the Authority may charge the Supplier for any costs reasonably incurred and any reasonable

administration costs in respect of the supply of any part of the Services by the Authority or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Supplier for such part of the Services.

F2.3 If the Authority reasonably believes the Supplier has failed to supply all or any part of the Services in accordance with the Contract, professional or Good Industry Practice which could reasonably be expected of a competent and suitably qualified person, or any legislative or regulatory requirement, or any of its obligations under the Contract, the Authority may give the Supplier notice specifying the way in which its performance falls short of the requirements of the Contract or is otherwise unsatisfactory.

F2.4 If the Supplier has been notified of a failure in accordance with clause F2.3 the Authority may:

- (a) direct the Supplier to identify and remedy the failure within such time as may be specified by the Authority and to apply all such additional resources as are necessary to remedy that failure at no additional charge to the Authority within the specified timescale; and/or
- (b) withhold or reduce payments to the Supplier in such amount as the Authority deems appropriate in each particular case until such failure has been remedied to the satisfaction of the Authority.

F2.5 If the Supplier has been notified of a failure in accordance with clause F2.3, it shall:

- (a) use all reasonable endeavours to immediately minimise the impact of such failure to the Authority and to prevent such failure from recurring; and
- (b) immediately give the Authority such information as the Authority may request regarding what measures are being taken to comply with the obligations in clause F2.5 and the progress of those measures until resolved to the satisfaction of the Authority.

F2.6 If, having been notified of any failure, the Supplier does not remedy it in accordance with clause F2.5 in the time specified by the Authority, the Authority may treat the continuing failure as a Material Breach and may terminate the Contract immediately on notice to the Supplier.

F3 Transfer and Sub-Contracting

F3.1 Except where both clauses F3.9 and F3.10 apply, the Supplier shall not transfer, charge, assign, sub-contract or in any other way dispose of the Contract or any part of it without Approval from the Authority. All such actions shall be evidenced in writing and shown to the Authority on request. Sub-Contracting any part of the Contract does not relieve the Supplier of any of its obligations or duties under the Contract.

F3.2 The Supplier is responsible for the acts and/or omissions of its Sub-Contractors as though they are its own. If it is appropriate, the Supplier shall provide each Sub-Contractor with a copy of the Contract and obtain written confirmation from them that they will provide the Services fully in accordance with the Contract.

F3.3 The Supplier shall ensure that Sub-Contractors retain all records relating to the Services for at least 6 years from the date of their creation and make them available to the

Authority on request in accordance with clause F5. If any Sub-Contractor does not allow the Authority access to the records, then the Authority shall have no obligation to pay any claim or invoice made by the Supplier on the basis of such documents or work carried out by the Sub-Contractor.

F3.4 If the Authority has consented to the award of a Sub-Contract, the Supplier shall ensure that:

- (a) the Sub-Contract contains:
 - i) a right for the Supplier to terminate if the Sub-Contractor does not comply with its obligations in Data Protection Law, social, environmental or labour law; and
 - ii) obligations no less onerous on the Sub-Contractor than those on the Supplier under the Contract in respect of data protection in clauses D1 and D2
- (b) the Sub-Contractor includes a provision having the same effect as set out in clause F3.4(a) in any Sub-Contract which it awards; and
- (c) copies of each Sub-Contract are sent to the Authority immediately after their execution.

F3.5 Unless approved otherwise, if the total value of the Contract over the Term is, or is likely to be, in excess of [REDACTED], the Supplier shall, in respect of Sub-Contract opportunities arising during the Term from or in connection with the provision of the Goods and/or Services:

- (a) advertise on Contracts Finder those that have a value in excess of [REDACTED];
- (b) within 90 days of awarding a Sub-Contract, update the notice on Contracts Finder with details of the Sub-Contractor;
- (c) monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder and awarded during the Term;
- (d) provide reports on the information listed in clause F3.5I to the Authority in the format and frequency reasonably specified by the Authority;
- (e) promote Contracts Finder to its suppliers and encourage them to register on Contracts Finder; and
- (f) ensure that each advertisement placed pursuant to F3.5(a) includes a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder.

F3.6 The Supplier shall, at its own cost, supply to the Authority by the end of April each year, for the previous Financial Year:

- (a) the total revenue received from the Authority pursuant to the Contract;

- (b) the total value of all its Sub-Contracts;
- (c) the total value of its Sub-Contracts with SMEs; and
- (d) the total value of its Sub-Contracts with VCSEs.

F3.7 The Authority may from time to time change the format and the content of the information required under clause F3.6.

F3.8 If the Authority believes there are:

- (a) compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Supplier shall replace or not appoint the Sub-Contractor; or
- (b) non-compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Authority may require the Supplier to replace or not appoint the Sub-Contractor and the Supplier shall comply with such requirement.

F3.9 Notwithstanding clause F3.1, the Supplier may assign to a third party (the “**Assignee**”) the right to receive payment of the Price or any part thereof due to the Supplier (including any interest which the Authority incurs under clause C1). Any assignment under clause F3.9 is subject to:

- (a) reduction of any sums in respect of which the Authority exercises its right of recovery under clause C2 (Recovery of Sums Due);
- (b) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
- (c) the Authority receiving notification under both clauses F3.10 and F3.11.

F3.10 If the Supplier assigns the right to receive the Price under clause F3.9, the Supplier or the Assignee shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.

F3.11 The Supplier shall ensure that the Assignee notifies the Authority of the Assignee’s contact information and bank account details to which the Authority can make payment.

F3.12 Clause C1 continues to apply in all other respects after the assignment and shall not be amended without Approval.

F3.13 Subject to clause F3.14, the Authority may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

- (a) any Contracting Authority;
- (b) any other body established or authorised by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or
- (c) any private sector body which substantially performs the functions of the Authority

provided that any such assignment, novation or other disposal shall not materially increase the burden of the Supplier’s obligations under the Contract.

F3.14 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not, subject to clause F3.15, affect the validity of the Contract and the Contract shall bind and inure to the benefit of any successor body to the Authority.

F3.15 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to clause F3.13 to a body which is not a Contracting Authority or if there is a change in the legal status of the Authority such that it ceases to be a Contracting Authority (in the remainder of this clause both such bodies being referred to as the “**Transferee**”):

- (a) the rights of termination of the Authority in clauses H1 and H2 are available to the Supplier in respect of the Transferee; and
- (b) the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the prior consent in writing of the Supplier (such consent not to be unreasonably withheld).

F3.16 The Authority may disclose to any Transferee any Confidential Information of the Supplier which relates to the performance of the Supplier’s obligations under the Contract. In such circumstances the Authority shall authorise the Transferee to use such Confidential Information only for purposes relating to the receipt of the Services and the discharge of the Transferee’s obligations under the Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.

F3.17 Each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the Contract.

F3.18 The Supplier is responsible for ensuring that any Sub-Contractor is vetted to the Authority required security clearances to perform their role as shown in Schedule 1.

F4 Change

F4.1 After the Commencement Date either Party may request a Change subject to the terms of this clause F4.

F4.2 Either Party may request a Change by notifying the other Party in writing of the Change by completing the Change Request Form set out in Schedule 3. The Party requesting the Change shall give the other Party sufficient information and time to assess the extent and effect of the requested Change. If the receiving Party accepts the Change it shall confirm it in writing to the other Party.

F4.3 If the Supplier is unable to accept a Change requested by the Authority or if the Parties are unable to agree a change to the Price, the Authority may:

- (a) allow the Supplier to fulfil its obligations under the Contract without the Change; or
- (b) terminate the Contract immediately except where the Supplier has already delivered all or part of the Services or where the Supplier can show evidence of substantial work being carried out to fulfil the requirements of the Specification; and in such case the Parties shall attempt to agree upon a resolution to the

matter. If a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution procedure detailed in clause I1 (Dispute Resolution).

- F4.4 A Change takes effect only when it is recorded in a CCN validly executed by both Parties.
- F4.5 The Supplier is deemed to warrant and represent that the CCN has been executed by a duly authorised representative of the Supplier in addition to the warranties and representations set out in clause G2.
- F4.6 Clauses F4.4 and F4.5 may be varied in an emergency if it is not practicable to obtain the Authorised Representative's approval within the time necessary to make the Change in order to address the emergency. In an emergency, Changes may be approved by a different representative of the Authority. However, the Authorised Representative may review such a Change and require a CCN to be entered into on a retrospective basis which may itself vary the emergency Change.

F5 Audit

- F5.1 The Supplier shall:
- (a) keep and maintain for 6 years after the end of the Term, or as long a period as may be agreed between the Parties, full and accurate records of its compliance with, and discharge of its obligations under the Contract including the Services supplied under it, all expenditure reimbursed by the Authority, and all payments made by the Authority;
 - (b) on request afford the Authority or the Authority's representatives such access to those records and processes as may be requested by the Authority in connection with the Contract; and
 - (c) make available to the Authority, free of charge, whenever requested, copies of audit reports obtained by the Supplier in relation to the Services.
- F5.2 The Authority, acting by itself or through its duly authorised representatives and/or the National Audit Office, may, during the Term and for a period of 18 Months thereafter, assess compliance by the Supplier of the Supplier's obligations under the Contract.
- F5.3 The Supplier (and its agents) shall allow the Comptroller and Auditor General (and his appointed representatives) access free of charge during normal business hours on reasonable notice to all such documents (including computerised documents and data) and other information as the Comptroller and Auditor General may reasonably require for the purposes of conducting a financial audit of the Authority and for carrying out examinations into the economy, efficiency and effectiveness with which the Authority has used its resources. The Supplier shall provide such explanations as are reasonably required for these purposes.
- F5.4 The Authority shall during each audit comply with those security, sites, systems and facilities operating procedures of the Supplier that the Authority deems reasonable and use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services. The Authority

shall endeavour to (but is not obliged to) provide at least 15 Working Days' notice of its intention to conduct an audit.

- F5.5 The Parties shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under clause F5, unless the audit identifies a material Default by the Supplier in which case the Supplier shall reimburse the Authority for all the Authority's reasonable costs incurred in connection with the audit.

G. LIABILITIES

G1 Liability, Indemnity and Insurance

G1.1 Neither Party limits its liability for:

- (a) death or personal injury caused by its negligence or that of its employees, agents or Sub-Contractors;
- (b) fraud or fraudulent misrepresentation by it or its employees;
- (c) any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) any liability to the extent it cannot be limited or excluded by Law.

G1.2 The Supplier's liability is unlimited in respect of:

- (a) any breach of clauses D1, or Schedules 7 or 8; and
- (b) the indemnities referred to in clauses B17.5, C1.12, E1.3, E1.6, G3.2.

G1.3 Subject to clause G1.4, the Supplier indemnifies the Authority fully against all claims, proceedings, demands, charges, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which may arise out of the supply, or the late or purported supply, of the Services or the performance or non-performance by the Supplier of its obligations under the Contract or the presence of the Supplier or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Supplier, or any other loss which is caused directly by any act or omission of the Supplier.

G1.4 Subject to clauses G1.1 and G1.2 the Supplier's aggregate liability in respect of the Contract does not exceed [REDACTED].

G1.5 Subject to clause G1.1 the Authority's aggregate liability in respect of the Contract does not exceed the Price payable in the previous calendar year of the Contract.

G1.6 The Supplier is not responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Authority or by breach by the Authority of its obligations under the Contract.

G1.7 The Authority may recover from the Supplier the following losses incurred by the Authority to the extent they arise as a result of a Default by the Supplier:

- (a) any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
- (b) any wasted expenditure or charges;
- (c) the additional costs of procuring a Replacement Supplier for the remainder of the Term and or replacement deliverables which shall include any incremental costs associated with the Replacement Supplier and/or replacement deliverables above those which would have been payable under the Contract;
- (d) any compensation or interest paid to a third party by the Authority; and
- (e) any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty.

G1.8 Subject to clauses G1.1 and G1.7, neither Party is liable to the other for any:

- (a) loss of profits, turnover, business opportunities or damage to goodwill; or
- (b) indirect, special or consequential loss.

G1.9 Unless otherwise specified by the Authority, the Supplier shall, with effect from the Commencement Date for such period as necessary to enable the Supplier to comply with its obligations herein, take out and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the Contract including:

- (a) if required by the Authority, appropriate, professional indemnity insurance in the sum of not less than [REDACTED] for any advice given by the Supplier to the Authority;
- (b) cover for death or personal injury, loss of or damage to property or any other loss; and
- (c) employer's liability insurance in respect of Staff.

Such insurance policies shall be maintained for the duration of the Term and for a minimum of 6 years following the end of the Term.

G1.10 The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

G1.11 If the Supplier does not have and maintain the insurances required by the Contract, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.

G1.12 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract.

G1.13 The Supplier shall not take any action or fail to take any reasonable action, or (to the extent that it is reasonably within its power) permit anything to occur in relation to the Supplier, which would entitle any insurer to refuse to pay any claim under any insurance policy in which the Supplier is an insured, a co-insured or additional insured person.

G2 Warranties and Representations

G2.1 The Supplier warrants and represents on the Commencement Date and for the Term that:

- (a) it has full capacity and authority and all necessary consents to enter into and perform the Contract and that the Contract is executed by a duly authorised representative of the Supplier;
- (b) in entering the Contract it has not committed any fraud;
- (c) at the Commencement Date, all information contained in the Tender or other offer made by the Supplier to the Authority remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract and in addition, that it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render such information to be false or misleading;
- (d) no claim is being asserted and no litigation, arbitration or administrative proceeding is in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have an adverse effect on its ability to perform its obligations under the Contract;
- (e) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- (f) no proceedings or other steps have been taken and not discharged (or, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue;
- (g) it owns, or has obtained or is able to obtain valid licences for, all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
- (h) any person engaged by the Supplier shall be engaged on terms which do not entitle them to any Intellectual Property Right in any IP Materials;
- (i) in the 3 years (or period of existence if the Supplier has not been in existence for 3 years) prior to the date of the Contract:
- (j) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
- (k) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and

- (l) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract;
- (m) it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform its obligations under the Contract; and
- (n) it has notified the Authority in writing of any Occasions of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance.

G2.2 The Supplier confirms that in entering into the Contract it is not relying on any statements, warranties or representations given or made (whether negligently or innocently or whether express or implied), or any acts or omissions by or on behalf of the Authority in connection with the subject matter of the Contract except those expressly set out in the Contract and the Supplier hereby waives and releases the Authority in respect thereof absolutely.

G2.3 All warranty and guarantee must, at a minimum, meet the Authority's required durability and quality of the Goods (as described in table set out in Schedule 1, 20.1.1).

G3 Tax Compliance

G3.1 If, during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

- (a) notify the Authority in writing of such fact within 5 Working Days of its occurrence; and
- (b) promptly give the Authority:
 - i) details of the steps it is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors it considers relevant; and
 - ii) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.

G3.2 If the Supplier or any Staff are liable to be taxed in the UK or to pay NICs in respect of consideration received under the Contract, the Supplier shall:

- (a) at all times comply with ITEPA and all other statutes and regulations relating to income tax, and SSCBA and all other statutes and regulations relating to NICs, in respect of that consideration; and
- (b) indemnify the Authority against any income tax, NICs and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Supplier or any Staff.

H. DEFAULT, DISRUPTION AND TERMINATION

H1 Insolvency and Change of Control

H1.1 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier if the Supplier is a company and in respect of the Supplier:

- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;
- (b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);
- (c) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator;
- (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;
- (e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given;
- (f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
- (g) any event similar to those listed in clause H1.1(a)-(f) occurs under the law of any other jurisdiction.

H1.2 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier if the Supplier is an individual and:

- (a) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Supplier's creditors;
- (b) a petition is presented and not dismissed within 14 days or order made for the Supplier's bankruptcy;
- (c) a receiver, or similar officer is appointed over the whole or any part of the Supplier's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets;
- (d) he is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986;
- (e) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within 14 days;

- (f) he dies or is adjudged incapable of managing his affairs within the meaning of section 2 of the Mental Capacity Act 2005;
- (g) he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business; or
- (h) any event similar to those listed in clause H1.2(a) to (g) occurs under the law of any other jurisdiction.

H1.3 The Supplier shall notify the Authority immediately following a merger, take-over, change of control, change of name or status including where the Supplier undergoes a change of control within the meaning of section 1124 of the Corporation Tax Act 2010 (**“Change of Control”**). The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier within 6 Months of:

- (a) being notified that a Change of Control has occurred; or
- (b) where no notification has been made, the date that the Authority becomes aware of the Change of Control

but is not permitted to terminate where Approval was granted prior to the Change of Control.

H1.4 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier if the Supplier is a partnership and:

- (a) a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors; or
- (b) a petition is presented for its winding up or for the making of any administration order, or an application is made for the appointment of a provisional liquidator; or
- (c) a receiver, or similar officer is appointed over the whole or any part of its assets; or
- (d) the partnership is deemed unable to pay its debts within the meaning of section 222 or 223 of the Insolvency Act 1986 as applied and modified by the Insolvent Partnerships Order 1994; or
- (e) any of the following occurs in relation to any of its partners:
 - (f) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, his creditors;
 - (g) a petition is presented for his bankruptcy; or
 - (h) a receiver, or similar officer is appointed over the whole or any part of his assets;
 - (i) any event similar to those listed in clause H1.4(a) to occurs under the law of any other jurisdiction.

H1.5 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier if the Supplier is a limited liability partnership and:

- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors;
- (b) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given within Part II of the Insolvency Act 1986;
- (c) any step is taken with a view to it being determined that it be wound up (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation) within Part IV of the Insolvency Act 1986;
- (d) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator within Part IV of the Insolvency Act 1986;
- (e) a receiver, or similar officer is appointed over the whole or any part of its assets;
- (f) it is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (g) any event similar to those listed in clause H1.5(a) to (f) occurs under the law of any other jurisdiction.

H1.6 References to the Insolvency Act 1986 in clause H1.5(a) are references to that Act as applied under the Limited Liability Partnerships Act 2000 subordinate legislation.

H2 Termination on Default

H2.1 The Authority may terminate the Contract with immediate effect by notice if the Supplier commits a Default and:

- (a) the Supplier has not remedied the Default to the satisfaction of the Authority within 20 Working Days or such other period as may be specified by the Authority, after issue of a notice specifying the Default and requesting it to be remedied;
- (b) the Default is not, in the opinion of the Authority, capable of remedy; or
- (c) the Default is a Material Breach.

H2.2 If, through any Default of the Supplier, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Supplier is liable for the cost of reconstitution of that data and shall reimburse the Authority in respect of any charge levied for its transmission and any other costs charged in connection with such Default.

H2.3 If the Authority fails to pay the Supplier undisputed sums of money when due, the Supplier shall give notice to the Authority of its failure to pay. If the Authority fails to pay such undisputed sums within 90 Working Days of the date of such notice, the Supplier may terminate the Contract with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Authority exercising its rights under clause C2.1 or to a Force Majeure Event.

H3 Termination on Notice

H3.1 The Authority may terminate the Contract at any time by giving 90 days' notice to the Supplier.

H4 Other Grounds

H4.1 The Authority may terminate the Contract if:

- (a) the Contract has been subject or is proposed to be subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Regulations;
- (b) the Supplier was, at the time the Contract was awarded, in one of the situations specified in regulation 57(1) of the Regulations, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure which resulted in its award of the Contract; or
- (c) the Supplier has not, in performing the Services, complied with its legal obligations in respect of environmental, social or labour law.

H5 Consequences of Expiry or Termination

H5.1 If the Authority terminates the Contract under clause H2 and makes other arrangements for the supply of the Services the Authority may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Term.

H5.2 If the Contract is terminated under clause H2 the Authority shall make no further payments to the Supplier (for Services supplied by the Supplier prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority), until the Authority has established the final cost of making the other arrangements envisaged under this clause H5.

H5.3 If the Authority terminates the Contract under clauses H3 or H4 the Authority shall make no further payments to the Supplier except for Services supplied by the Supplier prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority.

H5.4 Save as otherwise expressly provided in the Contract:

- (a) termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract prejudices the right of either Party to recover any amount outstanding at such termination or expiry; and
- (b) termination of the Contract does not affect the continuing rights, remedies or obligations of the Authority or the Supplier under clauses C1 (Payment and VAT), C2 (Recovery of Sums Due), D2 (Data Protection and Privacy), D3 (Official Secrets Acts and Finance Act), D4 (Confidential Information), D5 (Freedom of Information), E1 (Intellectual Property Rights), F5 (Audit), G1 (Liability, Indemnity and Insurance), H5 (Consequences of Expiry or Termination), H7 (Recovery), H8 (Retendering and Handover), H9 (Exit Management), H10 (Knowledge Retention), I6 (Remedies Cumulative), I12 (Governing Law and Jurisdiction) and paragraph 9 of Schedule 8.

H6 Disruption

H6.1 The Supplier shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Authority, its employees or any other contractor employed by the Authority.

H6.2 The Supplier shall immediately inform the Authority of any actual or potential industrial action, whether such action be by its own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.

H6.3 If there is industrial action by Staff, the Supplier shall seek Approval for its proposals to continue to perform its obligations under the Contract.

H6.4 If the Supplier's proposals referred to in clause H6.3 are considered insufficient or unacceptable by the Authority acting reasonably, the Contract may be terminated with immediate effect by the Authority.

H6.5 If the Supplier is unable to deliver the Services owing to disruption of the Authority's normal business, the Supplier may request a reasonable allowance of time, and, in addition, the Authority will reimburse any additional expense reasonably incurred by the Supplier as a direct result of such disruption.

H7 Recovery

H7.1 On termination of the Contract for any reason, the Supplier shall at its cost:

- (a) immediately return to the Authority all Confidential Information, Personal Data and IP Materials in its possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which was obtained or produced in the course of providing the Goods and Services;
- (b) immediately deliver to the Authority all Property (including materials, documents, information and access keys) provided to the Supplier in good working order;
- (c) immediately vacate any Authority Premises occupied by the Supplier;
- (d) assist and co-operate with the Authority to ensure an orderly transition of the provision of the Services to the Replacement Supplier and/or the completion of any work in progress; and
- (e) promptly provide all information concerning the provision of the Services which may reasonably be requested by the Authority for the purposes of adequately understanding the manner in which the Services have been provided and/or for the purpose of allowing the Authority and/or the Replacement Supplier to conduct due diligence.

H7.2 If the Supplier does not comply with clause H7.1(a) and (b), the Authority may recover possession thereof and the Supplier grants a licence to the Authority or its appointed agents to enter (for the purposes of such recovery) any premises of the Supplier or its suppliers or Sub-Contractors where any such items may be held.

H8 Retendering and Handover

H8.1 Within 21 days of being requested by the Authority, the Supplier shall provide, and thereafter keep updated, in a fully indexed and catalogued format, all the information necessary to enable the Authority to issue tender documents for the future provision of the Services.

H8.2 The Authority shall take all necessary precautions to ensure that the information referred to in clause H8.1 is given only to potential providers who have qualified to tender for the future provision of the Services.

H8.3 The Authority shall require that all potential providers treat the information in confidence; that they do not communicate it except to such persons within their organisation and to such extent as may be necessary for the purpose of preparing a response to an invitation to tender issued by the Authority; and that they shall not use it for any other purpose.

H8.4 Not used.

H8.5 The Supplier shall allow access to the Premises in the presence of an authorised representative, to any person representing any potential provider whom the Authority has selected to tender for the future provision of the Services.

H8.6 If access is required to the Supplier's Premises for the purposes of clause H8.5, the Authority shall give the Supplier 7 days' notice of a proposed visit together with a list showing the names of all persons who will be visiting. Their attendance shall be subject to compliance with the Supplier's security procedures, subject to such compliance not being in conflict with the objectives of the visit.

H8.7 The Supplier shall co-operate fully with the Authority during any handover at the end of the Contract. This co-operation includes allowing full access to, and providing copies of, all documents, reports, summaries and any other information necessary in order to achieve an effective transition without disruption to routine operational requirements.

H8.8 Within 10 Working Days of being requested by the Authority, the Supplier shall transfer to the Authority, or any person designated by the Authority, free of charge, all computerised filing, recording, documentation, planning and drawing held on software and utilised in the provision of the Services. The transfer shall be made in a fully indexed and catalogued disk format, to operate on a proprietary software package identical to that used by the Authority.

H9 Exit Management

H9.1 On termination of the Contract the Supplier shall render reasonable assistance to the Authority to the extent necessary to effect an orderly assumption by a Replacement Supplier in accordance with the procedure set out in clauses H9.2 to H9.5.

H9.2 If the Authority requires a continuation of all or any of the Services on expiry or termination of the Contract, either by performing them itself or by engaging a third party to perform them, the Supplier shall co-operate fully with the Authority and any such third party and shall take all reasonable steps to ensure the timely and effective transfer of the Services without disruption to routine operational requirements.

H9.3 The following commercial approach shall apply to the transfer of the Services if the Supplier:

- (a) does not have to use resources in addition to those normally used to deliver the Services prior to termination or expiry, there shall be no change to the Price; or
- (b) reasonably incurs additional costs, the Parties shall agree a Change to the Price based on the Supplier's rates either set out in Schedule 1 and Schedule 2 or forming the basis for the Price.

H9.4 When requested to do so by the Authority, the Supplier shall deliver to the Authority details of all licences for software used in the provision of the Services including the software licence agreements.

H9.5 Within one Month of receiving the software licence information described in clause H9.4, the Authority shall notify the Supplier of the licences it wishes to be transferred and the Supplier shall provide for the approval of the Authority a plan for licence transfer.

H10 Knowledge Retention

H10.1 The Supplier shall co-operate fully with the Authority in order to enable an efficient and detailed knowledge transfer from the Supplier to the Authority on the completion or earlier termination of the Contract and in addition, to minimise any disruption to routine operational requirements. To facilitate this transfer, the Supplier shall provide the Authority free of charge with full access to its Staff, and in addition, copies of all documents, reports, summaries and any other information requested by the Authority. The Supplier shall comply with the Authority's request for information no later than 15 Working Days from the date that that request was made.

I. GENERAL

I1 Dispute Resolution

I1.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the finance director of the Supplier and the commercial director of the Authority.

I1.2 Nothing in this dispute resolution procedure prevents the Parties seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

I1.3 If the dispute cannot be resolved by the Parties pursuant to clause I1.1 either Party may refer it to mediation pursuant to the procedure set out in clause I1.5.

I1.4 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Supplier and the Staff shall comply fully with the requirements of the Contract at all times.

I1.5 The procedure for mediation and consequential provisions relating to mediation are as follows:

- (a) a neutral adviser or mediator (the "**Mediator**") shall be chosen by agreement of the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date

of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator;

- (b) the Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations. If appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure;
- (c) unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
- (d) if the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives;
- (e) failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties; and
- (f) if the Parties fail to reach agreement within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts unless the dispute is referred to arbitration pursuant to the procedures set out in clause I1.6.

I1.6 Subject to clause I1.2, the Parties shall not institute court proceedings until the procedures set out in clauses I1.1 and I1.3 have been completed save that:

- (a) the Authority may at any time before court proceedings are commenced, serve a notice on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with clause I1.7;
- (b) if the Supplier intends to commence court proceedings, it shall serve notice on the Authority of its intentions and the Authority has 21 days following receipt of such notice to serve a reply on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with clause I1.7; and
- (c) the Supplier may request by notice to the Authority that any dispute be referred and resolved by arbitration in accordance with clause I1.7, to which the Authority may consent as it sees fit.

I1.7 If any arbitration proceedings are commenced pursuant to clause I1.6:

- (a) the arbitration is governed by the Arbitration Act 1996 and the Authority shall give a notice of arbitration to the Supplier (the “**Arbitration Notice**”) stating:
- (b) that the dispute is referred to arbitration; and
- (c) providing details of the issues to be resolved;

- (d) the London Court of International Arbitration (“**LCIA**”) procedural rules in force at the date that the dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference to the Contract and the decision of the arbitrator is binding on the Parties in the absence of any material failure to comply with such rules;
- (e) the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
- (f) if the Parties fail to agree the appointment of the arbitrator within 10 days of the Arbitration Notice being issued by the Authority under clause I1.7(a) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
- (g) the arbitration proceedings shall take place in London and in the English language; and
- (h) the arbitration proceedings shall be governed by, and interpreted in accordance with, English Law.

I2 Force Majeure

I2.1 Subject to this clause I2, a Party may claim relief under this clause I2 from liability for failure to meet its obligations under the Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under the Contract which results from a failure or delay by an agent, Sub-Contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-Contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.

I2.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.

I2.3 If the Supplier is the Affected Party, it is not entitled to claim relief under this clause I2 to the extent that consequences of the relevant Force Majeure Event:

- (a) are capable of being mitigated by any of the Services, but the Supplier has failed to do so; and/or
- (b) should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by the Contract.

I2.4 Subject to clause I2.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.

I2.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.

12.6 If, as a result of a Force Majeure Event:

- (a) an Affected Party fails to perform its obligations in accordance with the Contract, then during the continuance of the Force Majeure Event:
- (b) the other Party shall not be entitled to exercise its rights to terminate the Contract in whole or in part as a result of such failure pursuant to clause H2.1 or H2.3; and
- (c) neither Party shall be liable for any Default arising as a result of such failure;
- (d) the Supplier fails to perform its obligations in accordance with the Contract it shall be entitled to receive payment of the Price (or a proportional payment of it) only to the extent that the Services (or part of the Services) continue to be performed in accordance with the terms of the Contract during the occurrence of the Force Majeure Event.

12.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under the Contract.

12.8 Relief from liability for the Affected Party under this clause I2 ends as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under the Contract and is not dependent on the serving of a notice under clause 12.7.

12.9 The Supplier is required to have in place a Force Majeure action plan in place which takes account of any Force Majeure events that could stand in the way of manufacture and/or delivery of Goods and Services to the Authority.

12.10 The Supplier will be required to share its Force Majeure Action plan with the Authority upon request.

I3 Notices and Communications

13.1 Subject to clause I3.3, where the Contract states that a notice or communication between the Parties must be “written” or “in writing” it is not valid unless it is made by letter (sent by hand, first class post, recorded delivery or special delivery) or by email or by communication via Jaggaer.

13.2 If it is not returned as undelivered a notice served in:

- (a) a letter is deemed to have been received 2 Working Days after the day it was sent; and
- (b) an email is deemed to have been received 4 hours after the time it was sent provided it was sent on a Working Day

or when the other Party acknowledges receipt, whichever is the earlier.

13.3 Notices pursuant to clauses I2 (Force Majeure), I1 (Dispute Resolution) or I7 (Waiver) or to terminate the Contract or any part of the Services are valid only if served in a letter by hand, recorded delivery or special delivery.

13.4 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under the Contract:

(a) For the Authority:

Contact Name: [REDACTED]

Address: 5 Wellington Place, Post Point 1.10, Leeds, LS1 4AP

Email: [REDACTED]

(b) For the Supplier:

Contact Name: [REDACTED]

Address: Portobello Site, School Street, Willenhall, WV13 3PW and

Email: [REDACTED]

I4 Conflicts of Interest

14.1 The Supplier shall ensure that neither the Supplier nor any Staff is placed in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the Contract. The Supplier will notify the Authority immediately giving full particulars of any such conflict of interest which may arise.

14.2 The Authority may terminate the Contract immediately by notice and/or take or require the Supplier to take such other steps it deems necessary if, in the Authority's reasonable opinion, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the Contract. The actions of the Authority pursuant to this clause I4 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

I5 Rights of Third Parties

15.1 Clauses B17.5 and E1.3 confer benefits on persons named in them (together "**Third Party Provisions**") and each person a "**Third Party Beneficiary**") other than the Parties and are intended to be enforceable by Third Party Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act 1999 ("**CRTPA**").

15.2 Subject to clause I5.1, a person who is not a Party has no right under the CRTPA to enforce the Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA and does not apply to the Crown.

15.3 No Third Party Beneficiary may enforce or take steps to enforce any Third Party Provision without Approval.

15.4 Any amendments to the Contract may be made by the Parties without the consent of any Third Party Beneficiary.

I6 Remedies Cumulative

Except as expressly provided in the Contract all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy are not an election of such remedy to the exclusion of other remedies.

I7 Waiver

17.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy do not constitute a waiver of that right or remedy and do not cause a diminution of the obligations established by the Contract.

17.2 No waiver is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause I3 (Notices and Communications).

17.3 A waiver of any right or remedy arising from a breach of the Contract does not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

I8 Severability

18.1 If any part of the Contract which is not of a fundamental nature is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such part shall be severed and the remainder of the Contract shall continue in full effect as if the Contract had been executed with the invalid, illegal or unenforceable part eliminated.

I9 Entire Agreement

19.1 The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. The Contract supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.

I10 Change in Law

110.1 The Supplier is neither relieved of its obligations to supply the Services in accordance with the terms and conditions of the Contract nor entitled to an increase in the Price as the result of:

- (a) a General Change in Law; or
- (b) a Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Commencement Date.

110.2 If a Specific Change in Law occurs or will occur during the Term (other than as referred to in clause I10.1(b)), the Supplier shall:

- (a) notify the Authority as soon as reasonably practicable of the likely effects of that change, including whether any:
- (b) Change is required to the Services, the Price or the Contract; and

- (c) relief from compliance with the Supplier's obligations is required; and
- (d) provide the Authority with evidence:
- (e) that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-Contractors; and
- (f) as to how the Specific Change in Law has affected the cost of providing the Services.

I10.3 Any variation in the Price or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in clause I10.1(b)) shall be implemented in accordance with clause F4.

I11 Counterparts

I11.1 The Contract may be executed in counterparts, each of which when executed and delivered constitute an original but all counterparts together constitute one and the same instrument.

I12 Governing Law and Jurisdiction

I12.1 Subject to clause I1 (Dispute Resolution) the Contract, including any matters arising out of or in connection with it, are governed by and interpreted in accordance with English Law and are subject to the jurisdiction of the Courts of England and Wales. The submission to such jurisdiction does not limit the right of the Authority to take proceedings against the Supplier in any other court of competent jurisdiction, and the taking of proceedings in any other court of competent jurisdiction does not preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

SCHEDULE 1 – SPECIFICATION

1. Introduction

This document constitutes the requirements Specification for the supply of custodial locks, keys and locking components and associated supporting services to the Ministry of Justice.

1.2 Definitions

The following acronyms, abbreviations and business-specific terms are used in this document:

CAM	Contract Administration Manager
Authority Contract Manager	Authority business representative with responsibility for day-to-day management of operational contract management activity
CTC Level Clearance	Counter Terrorism Check
Disclosure	Disclosure of a lock or key occurs when it is considered beyond reasonable doubt that prisoners have had sufficient opportunity to copy, manufacture or otherwise effect the means for operation of that lock or key.
Disclosure Suite	A full set of locks for a single prison site, to be installed in the event of a lock disclosure incident
Establishment	Prison
HMCTS	His Majesty's Courts and Tribunals Service (Crown Courts/Combined Courts)
HMPS	His Majesty's Prison Service <i>(includes public sector prisons, privately managed prisons, training centres and support offices)</i>
HMPPS	His Majesty's Prison and Probation Service
Locking Schedule	Schematic representation of all locks installed within a single prison
LTHSE	Long Term High Security Estate
Mag Lock	Magnetic Lock
Maintenance Goods	Contract Catalogue Goods requiring replacement or repair due to damage or wear and tear
MOJ	Ministry of Justice
Non – Maintenance Goods	Contract Catalogue Goods bought in relation to new projects
PSP	Public Sector Prisons

RID Unit	Receiving in and dispatch unit – High Security
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1.3 National Lock Store Representative

1.3.1 The Authority has identified the below contacts as National Lock Store Representatives of this Contract, or as updated from time to time:

[REDACTED]

[REDACTED]

1.4 Assa Abloy Representatives

1.4.1 The Supplier has identified the Operational contacts below for Assa Abloy, or as updated from time to time:

[REDACTED]

[REDACTED]

2. Scope of Requirements

2.1 Scope

2.1.1 This Specification relates to the national supply of custodial locks and locking parts across the Authority and its agencies. This Contract is in place for goods and services provided to any MoJ entity, HMPPS, Private Prisons, FCDO and HMCTS (Crown Courts/Combined Courts) sites in England & Wales. The Contract may be accessed by other Participating Authorities.

2.2.1 This Specification also relates to the provision of:

- a) Basware eMarketplace
- b) Placement of Orders
- c) Delivery
- d) Substitute Items
- e) Technical Specification
- f) Returns Liability
- g) Lead Times
- h) Consultancy Services
- i) Training Services
- j) Installation Services
- k) Maintenance Services
- l) Refurbishment Services
- m) Product Redesign Services
- n) Continuous Improvement
- o) Goods Standards, Regulations & Legislative Compliance
- p) CE Marking
- q) Durability & Quality of Goods

- r) Inspection of Goods
- s) Customer Support
- t) Contract Management

3. Basware eMarketplace

- 3.1** In accordance with clause C of the Contract, the supplier is required to register an account on Basware to ensure they are set up on the system to be able to load the catalogue of goods. See Annex 4 & 5 supporting documents.
- 3.2** The registration on Basware is free of charge to the supplier and the supplier will never pay any fees towards their registration or for the use of the software.
- 3.3** It is the responsibility of the Supplier to upload the Catalogue of Goods to Basware and allocate the Prices in accordance with section 1.2 of Schedule 2. The Prices may be updated once annually in accordance with section 6 of Schedule 2 and require a complete CCN (Schedule 3) in accordance with clause F4 before any changes are made.
- 3.4** Basware will be the sole source for the catalogue of goods, the Authority will create a CPA which will align with the Contract prices and catalogue items.
- 3.5** The Authority must approve all Price and item changes via the CPA before any update is published on Basware.

4. Placement of Orders

- 4.1** The authority will place all orders via Basware, selecting all the relevant required goods from the uploaded supplier catalogue.
- 4.2** The purchase order will automatically be sent electronically via Basware to the supplier for progressing.
- 4.3** The supplier should acknowledge receipt of the order by providing the National Lock Store Representative with an order confirmation. Any discrepancies shall be raised at this time by the National Lock Store team and the supplier should deal with them immediately.

5. Delivery

- 5.1.1** The supplier shall ensure that all orders placed up to the delivery date are dispatched on that day.
- 5.1.2** Dispatch notes will be sent electronically on the morning of the delivery and not later than 10am to the [REDACTED].
- 5.1.3** Delivery dates will be chosen and scheduled by the Authority and communicated to the supplier.
- 5.1.4** The supplier is obliged to ensure the delivery vehicle is escorted by a member of staff for every delivery to the delivery location at the [REDACTED].

[REDACTED] . [REDACTED]
[REDACTED] .

5.1.5 Communication in the event of a breakdown or similar on-route issues, must be communicated immediately to the Authority, in particular the National Lock Store.

5.2 Delivery Specifics

5.2.1 All deliveries shall be shipped by the Supplier to the delivery location and distribution to individual prison Sites will be managed internally by HMPPS;

5.2.2 Delivery Charges, packaging and handling, shall be included within the total price of each item (see Schedule 2 (Prices) of the Agreement) subject to a maximum of one delivery per month to the delivery location. Should the Authority require additional deliveries this can be facilitated by the supplier at the costs agreed in Schedule 2 (Prices).

5.2.3 When delivering the Goods, the Supplier shall:

- a) Ensure that appropriate vehicles are used on each occasion and;
- b) Ensure that their delivery vehicles comply with the dimensions and restrictions detailed on the Purchase Order or by separate documentation and any delivery restrictions within the vicinity of the Site.
- c) Ensure that any handling equipment is on the vehicle unless stipulated to the Authority that a forklift is required, and one is available on site.
- d) Ensure, where appropriate, that equipment is supplied on pallets to aid removal from a vehicle.
- e) Ensure to always comply with gate restrictions, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] Any updated delivery restrictions will be communicated to the Supplier during the life of the contract.

5.2.4 In accordance with clause B3.8, the Authority shall not accept over-deliveries of Goods unless the Supplier/Sub-contractor has obtained the prior approval of the Authority. The Supplier will collect overages at their own expense.

5.2.5 The Supplier recognises that, due to the strict operational restrictions involved in the prison environment, it is imperative that all deliveries are made within the timeslots that have been agreed by the National Lock Store team. Deliveries shall not, except by prior arrangement, be accepted by the Authority outside of these timeslots. If the Authority rejects any deliveries, the Supplier shall be informed by the Authority of a suitable time for the Goods to be re-delivered free of charge.

5.2.6 There shall be no additional charge for demurrage, where a Supplier has not arranged a timeslot for delivery.

5.2.7 The Supplier shall contact the National Lock store Team via email or telephone at least 24 hours prior to the day of delivery to confirm the estimated time of arrival of the delivery vehicle.

5.3 Delivery Advice Note

5.3.1 Each delivery consignment shall contain a delivery note and shall be attached to the order. This shall contain relevant information to identify and audit the relevant delivery.

5.3.2 As a minimum, the delivery note shall include:

- The purchasing organisation's official Purchase Order number
- Delivery address
- Account number
- Line product detail including pack size and quantity
- Number of cartons in consignment
- Identification of any outstanding products not delivered on order.

5.4 Delivery Discrepancies

5.4.1 In the event that the Authority experiences a delivery discrepancy (i.e. total order not fulfilled) with a delivered consignment, this shall be communicated to the Supplier by telephone or email, identifying the original Purchase Order number and business location as reference. The Supplier shall investigate the matter and re-supply the Goods.

5.4.2 Where the Supplier claims delivery has taken place, the Authority shall require a legible proof of delivery to ascertain a delivery has been made in the event of a dispute.

5.4.3 Where the Supplier and Authority are in dispute, this shall be escalated to the Key Personnel and National Lock Store Representative.

5.4.4 The Supplier shall be liable for the cost of collection and re-delivery for any discrepancies.

6. Substitute Items

6.1 In accordance with clause B3.8, any proposed substitute or variant to the minimum requirement demanded will require written approval from the Authority's Contract Manager prior to supply. The Authority then has the right to then accept or reject those changes without further liability to the Authority.

6.2 The catalogue of goods under this contract can be subject to change and any such change will be transacted according to F4. A CCN submitted by the Supplier to notify the Authority of an intention of obsolescence or replacement should contain a notice period of no less than 12 months.

6.3 In the event of an agreed substitute being dispatched and the product code, line description or price being different, then the Supplier shall advise the local business unit

to cancel the order and re-submit the Purchase Order under the correct description, code and price to facilitate electronic invoice matching.

6.4 Where agreed and approved, substitute items for contract products shall be supplied at the same Specification and contract price. Where such product is of lower value, the Authority expects to benefit from the reduction in price.

7. Technical Specification

7.1 The Technical Goods Specification can be found attached at Appendix A.

8. Returns Liability

8.1 In the event that goods are to be returned to the Supplier, then the following applies:

a) Where the Goods do not meet the required quality or where the Goods do not meet the requirements stated within the Contract or Purchase Order, the Goods shall be collected by the Supplier and a replacement delivered at their own expense.

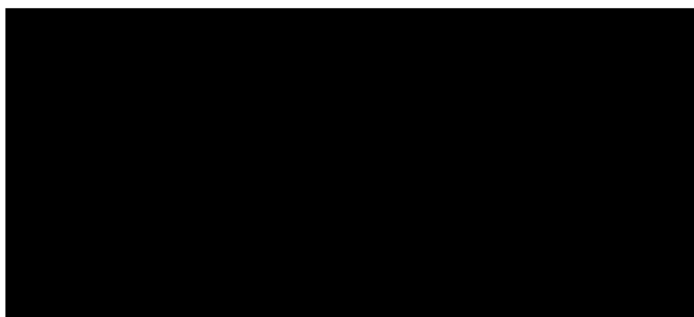
b) Where an incorrect order has been placed for small stock consumable items the Supplier shall agree a return subject to a re-stocking charge and carriage costs.

9. Lead Times

9.1 Maintenance Goods orders for locks and keys will be subject to the following lead times:

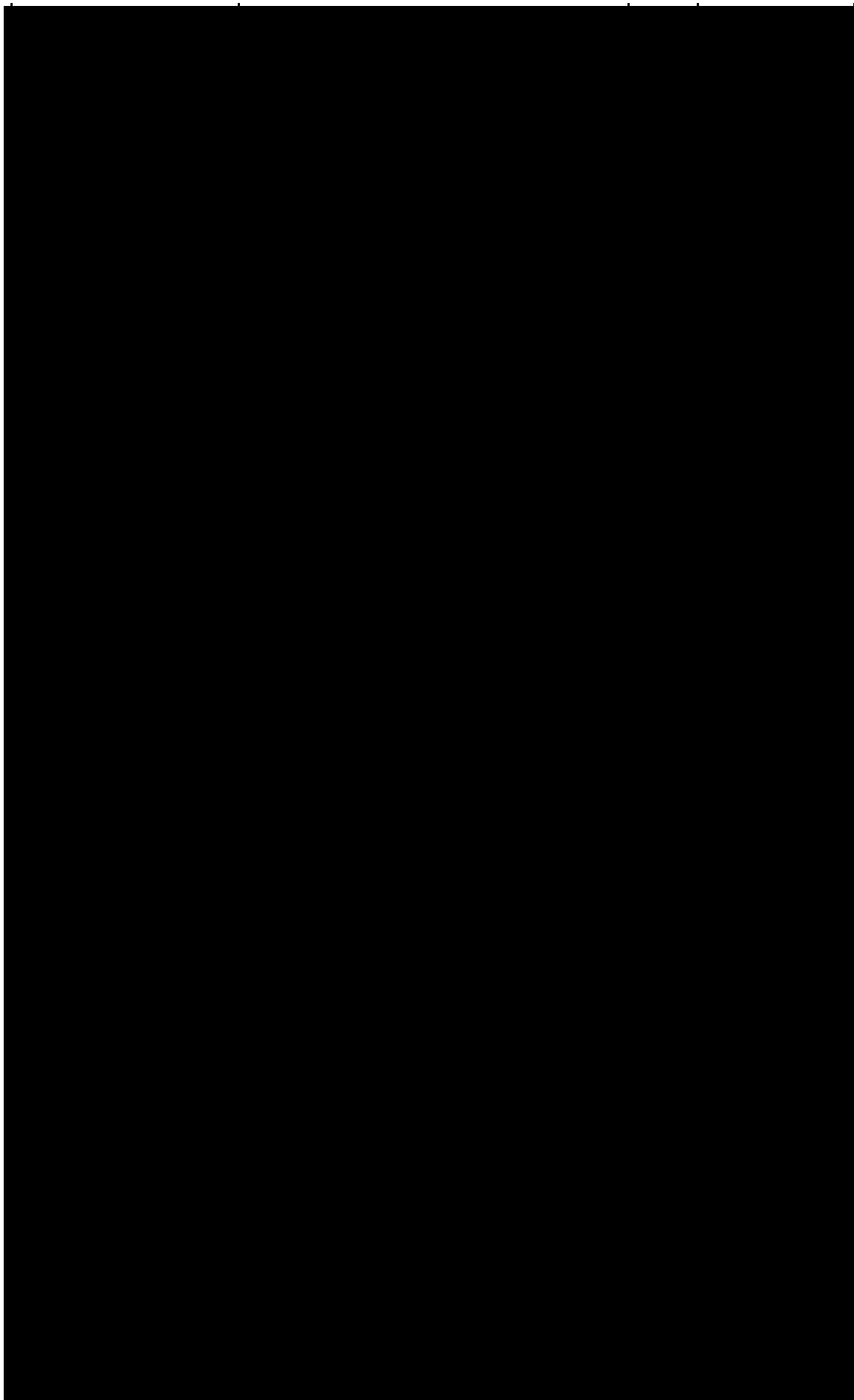


9.2 For Disclosure Suite orders (which may come in, amongst other things, for new build projects or relocking requirements) the lead times can be up to 24 weeks, determined in accordance with the below categorisation. Lead times will apply from the point of receipt of a valid Purchase Order:



9.2.1 The table below lists all Goods required to fulfil different size Disclosure Suites:





10. Consultancy Services

10.1 In addition to the provision of the catalogue goods, the Supplier will also be required to provide consultancy and training services under this Contract from time to time.

10.2 Consultancy services will include, but not be limited to, attending site on reasonable notice (whether that be a new build or existing “live” location) to help determine the lock and key solution required to meet the Authority’s needs. Such consultancy services will be free of charge and includes provision of a quotation broken down to component level including the main Goods, accessories, installation services and delivery required. Any resultant order of Goods will follow the process outlined in this Contract. For the avoidance of doubt Consultancy excludes the provision of lock and key scheduling and suiting services for new builds (“Scheduling”) and this will be a chargeable service where provided.

10.3 Prior to such site attendance the Supplier shall contact the National Lock Store team to arrange access to the premises and provide the details of the Supplier personnel set to attend and any other requested information. The Supplier shall ensure that the attendee is briefed on the security requirements to avoid denial of entry to site and all such attendance will be in accordance with the detail of Schedule 7.

10.4 If any survey equipment is required to be taken onto site to aid the Supplier’s consultation, the Supplier shall provide details of all such tools and equipment to the Authority in advance. A list of prohibited items applies, and appropriate authorisation is required for conveyance/use of these items prior to the site visit.

11. Training Services

11.1 The Supplier will schedule training approximately 12 times per year on the correct and safe operation, installation and maintenance of all Goods under this Contract. The Authority may book onto this training or instruct their contractors to book onto the training provided by the Supplier at the Contract rate in accordance with Appendix A, clause A2. The overarching outcomes and contents of the training will be for participants to have the ability and understanding on how to:

- i. Rectify locking & key faults and take appropriate action.
- ii. Maintain locks & keys.
- iii. Describe what is meant by a key combination or code.
- iv. Specify the correct handling of doors from information provided.

11.2 The training will be designed to be primarily delivered by the Supplier, with an option of a “train the trainer” course to allow the Authority to deliver training to their own staff and contractors as appropriate.

11.3 Each training course will be designed to be delivered to a maximum of 12 delegates.

11.4 The course will be made up of both theory and practical elements and should last no more than 3 days.

11.5 The Price for such a three-day training course, to 12 delegates at a location determined by the Supplier and agreed by the Authority, is as outlined at section A2 of Appendix A to this Schedule 1. This Price will be inclusive of all learning and training material needed as well as refreshments during the day.

11.6 There is no minimum or maximum number of training courses to be delivered per year but is not anticipated to exceed 4 per annum.

12. Installation Services

12.1 The Authority will normally make its own arrangements for the installation of any Goods provided by the Supplier. However, the Authority may require the Supplier to supply a quotation to carry full or part installation to either HMPPS and HMCTS sites.

12.2 The lead time for such services will be within 2 weeks from Authority request, or as otherwise agreed between Parties.

12.3 The Price for such installation will be in accordance with the pay rate outlined in section A2 of Appendix A to this Schedule 1.

13. Maintenance Services

13.1 The Authority will normally make its own arrangements for maintenance of the Goods once installed. However, there may be times when the Authority requires the Supplier to provide maintenance services.

13.2 Any request for maintenance services will be made via an approved Purchase Order prior to the Supplier attending site. The Authority reserves the right to have maintenance performed by a nominated third-party provider.

13.3 The Price for such maintenance will be in accordance with the pay rate outlined in section A2 of Appendix A to this Schedule 1.

14. Refurbishment & Replacement Services

14.1 Following written request by the Authority, the Supplier will provide the ability to refurbish components that have been used by the Authority but have not reached the end of their useful working life. The Supplier will provide such a service within a maximum of 12 weeks of Authority request or as otherwise reasonably agreed by the Authority.

14.3 The Price for such refurbishment services will be in accordance with the pay rate outlined in section A2 of Appendix A to this Schedule 1.

14.4 If the product requires replacement as per clause G2, this will be notified to the Supplier by the Authority and the replacement will be issued FOC to the Authority.

15. Product redesign Services

15.1 In the event of a security compromise on Authority sites (or off if during an escort) attributable to any of the Goods under this Contract, the Supplier will assist in the redesign of such Goods to improve their integrity.

15.2 The Supplier will provide a minimum of two hard copy drawings of any such redesigned products. The drawings will show design detail and layout of the mechanism of the equipment

to allow the Authority to undertake installation and maintenance as required. The Supplier will also provide copies of drawings in electronic format.

15.3 Such redesign will be undertaken free of charge in the spirit of continuous improvement and will be undertaken within 4 weeks of the Authority notifying the Supplier of such a security compromise, or as otherwise agreed with the Authority (acting reasonably).

16. Continuous Improvement.

16.1 Both parties acknowledge the importance of ongoing enhancements to the quality, efficiency, and security of good supplied under this Contract.

16.2 It is the Suppliers responsibility to regularly assess and incorporate advancements in technology, materials, and manufacturing processes, with the aim of improving performance, durability, and resistance to tampering or unauthorised access to all of the goods listed in this Contract.

16.3 The Authority commits to collaborating with the Supplier to identify areas for improvement, and implement agreed-upon improvements promptly, ensuring that the products delivered under this Contract remain at the forefront of industry standards.

16.4 The Supplier shall inform the Authority of any significant advancements that are currently available to them or breakthroughs in technology that could improve the storage and distribution of the goods under this Contract.

17. Goods Standards, Regulatory & Legislative Compliance

17.1 Standards

17.1.1 The Supplier shall ensure that it is able to evidence certification, compliance or equivalence (subject to the satisfaction of the Authority) that all Goods supplied under this contract (predominantly, but not limited to, locks, locking equipment) and services provided meet all pertinent International and British Standards and European Norms for sales into the United Kingdom including:

- BS 5872: 1980 Specification for locks and latches for doors in buildings.
- BS1303: 1998 building hardware, requirements and test methods.
- BS EN 12209: 2003 building hardware, locks and latches, mechanically operated locks, latches and locking plates, requirements and test methods.
- ISO9001 Quality Management System
- ISO27001 Information Security

18. CE Marking

18.1 Both parties agree to discuss and where deemed necessary work in good faith towards any appropriate and relevant CE Marking or subsequent accreditation or assurance scheme as put in place following the end of the UK's withdrawal agreement from the EU.

19. Legislation

19.1 All Goods and Services and business operations shall be compliant with pertinent and current and as amended UK Legislation, including but not limited to:

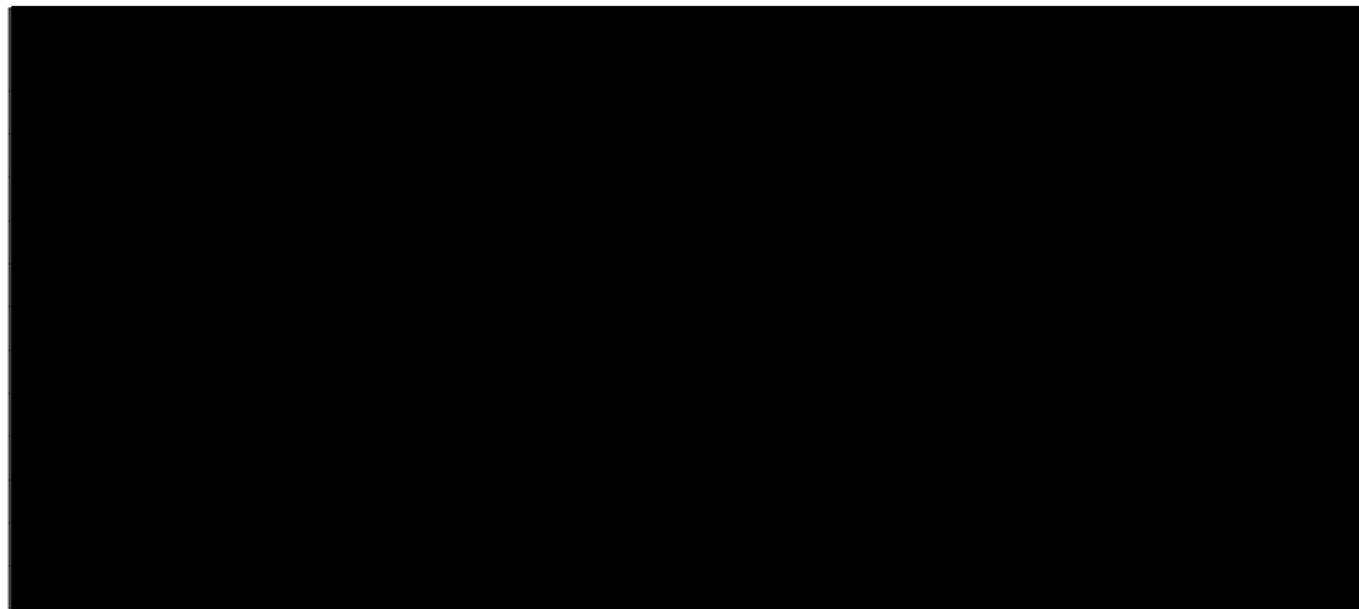
- Consumer Rights Act 2015 (as amended)
- Health & Safety at Work Act 1974, Section 6, (as amended).

20. Durability & Quality of Goods

20.1 Locks

20.1.1 All locks which form part of the Goods to be supplied will be required to meet the following standards of durability which conform to BS3621 and BS12209 plus any special requirements for prison locks that fall outside of these standards and those listed in 17.1.1:

The levels of locking components will be able to operate to the following requirements



20.1.2 The Authority reserves the right to change the referenced standards of durability in 16.1.1 on an annual basis in accordance with any changes to the industry standards.

20.1.3 The Authority may at any time during this Contract request re-testing to be complete.

20.1.4 Under no circumstances can the supplier change material specification or design without the Authorities prior approval in accordance with clause F4.

20.1.4 In accordance with clause B4, the Supplier shall underwrite the repair or replacement of Goods which fail to meet the durability requirements as set out in 20.1.1.

21. Inspection of Goods

21.1 The Supplier shall afford such reasonable access as is required to allow the Authority to inspect any part or finished Goods or the availability of spares at the Supplier's premises or any premises where the Supplier may store or hold Goods or spares that may be provided to the Authority.

22. Customer Support

22.1 The Supplier shall provide Contract Management support to the Participating Authority's Contract Manager as a means of managing the overarching agreement and as an escalation point.

22.2 The Supplier shall provide frontline technical support via a UK telephone number and email support in English language direct to the end users free of charge between Monday-Thursday 7:30 am to 16:45pm, and Friday 07:30 am – 12:30 GMT to allow the following services:

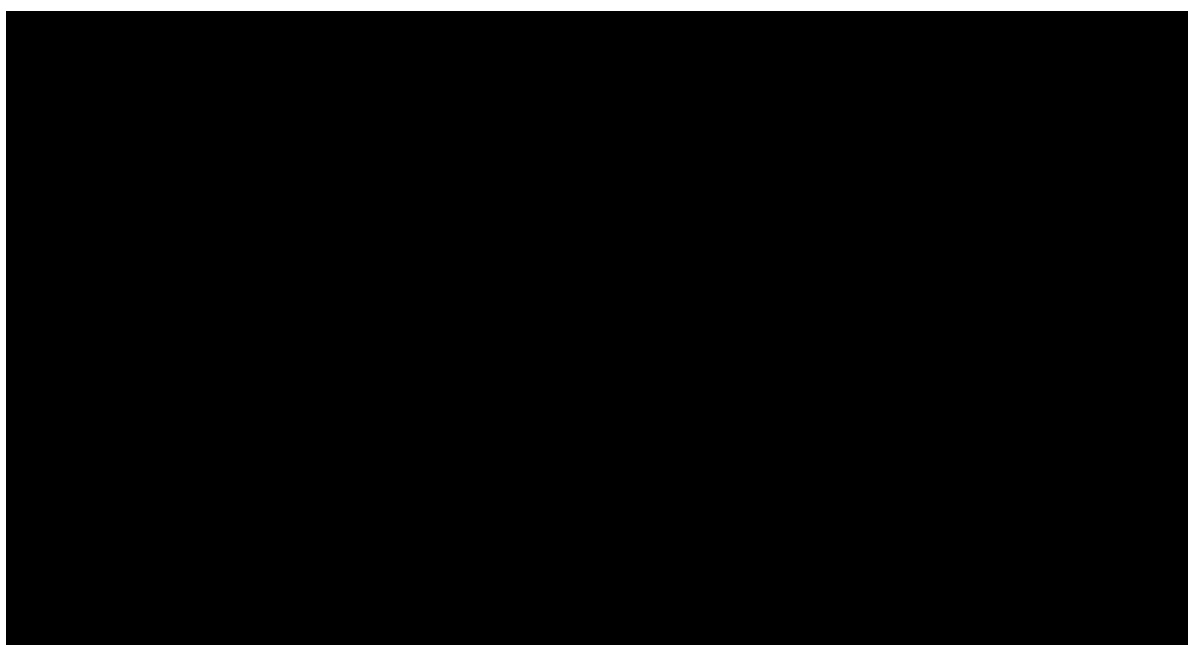
- Report delivery discrepancies
- Report Faulty or Damaged Goods • Request Delivery Proof of Delivery
- Technical Advice.

23. Contract Management: Monitoring & Performance, Key Performance Indicators & Service Levels

23.1 Supplier performance will be measured by the Authority – see APPENDIX C – SERVICE LEVELS AND MANAGEMENT REPORTING

APPENDIX A: SPECIFICATION LOCKING COMPONENTS & SERVICES

A1. Catalogue of Goods and Pricing



APPENDIX B: NOT USED

APPENDIX C: SERVICE LEVELS AND MANAGEMENT REPORTING

C1. Service Levels & Reporting

C1.1 Throughout the life of the Agreement the Supplier's contract performance will be measured against identified Key Performance Indicators and specific Service Levels to evidence that the Supplier is fulfilling the Contract requirements.

C1.2 The Supplier will be required to provide detailed and specific Contract Management Information (MI) to the Authority against identified Key Performance Indicators (KPI's) described within this Appendix and shall record their levels of service achieved against defined target KPI. The supply of accurate information and performance in meeting those KPIs is deemed material to the performance of the Contract.

C1.3 The Supplier shall ensure that they are fully capable of gathering data and set up reports at the commencement of the Contract and account set up.

C1.4 The Authority reserves the right to update the KPI's within this contract in accordance with clause F4.

C2. Management Information Reporting Requirements

C2.1 The supply of Management Information is a requirement of the Contract to allow the Authority's Operational Contract Manager to track sales and demand and to manage inventory; also, to provide assurance of the Supplier's performance against the Contract requirements.

C2.2 The format and avenue for requesting the reporting shall be stipulated by the Authority.

C2.3 The information shall be supplied free of charge to the Authority.

C3. Supplier's Performance Reporting

C3.1 The Supplier is required to report various Contract Management Information throughout the life of the Agreement to the Authority's Operational Contract Manager. Performance reporting shall be supplied in an electronic format in line with the frequencies specified in the table below:

	Reports	Frequency	Description
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A	KPI Summary Report including Lead-time Fulfilment Report	Monthly within 5 working days of the month end	Report highlighting lead times & fulfilment for delivery of Goods including agreed and actual delivery and installation dates
B	Proof of Delivery Report	Ad hoc upon request within 5 working days of request.	Report showing proof of deliveries requested and copies of delivery documentation.
C	Report showing breakdown of Goods ordered, the date they were ordered and exact delivery dates	Monthly within 5 working days of the month end	A Management Information Dashboard showing Goods bought over the period, broken down by item and spend and showing predicted lead times against actual delivery times for the Goods.
D	Service Performance Report	Monthly within 5 working days of the month end	Report highlighting Service delivered, attendance, timeframes & performance.
E	Spend report for SME's.	Quarterly within 10 working days of the review meeting	Report showing and demonstrating that over [REDACTED] of total spend per quarter is through SME supply chains of Assa Abloy Ltd.
F	NCR (Non-Conformance Report)	Monthly within 5 working days of the month end	Report showing the non-conformances for the month. Report must include all quality issues and resolutions or timeframe for solutions.

C4. Key Performance Indicators

C4.1 Throughout the life of the Contract, the Supplier's performance will be measured and reported against Key Performance Indicators for each month as detailed in the table below.

C4.1.1 Table Heading Definitions

(a) KPI – Key Performance Indicator Name

(b) Key Indicators – A brief description of the KPI and what the measurement relates to.

(c) Service Level – The level of service which is to be delivered by the Supplier during the life of the Contract. Percentage compliance is measured on an Annual basis against Call Offs.

	(a) KPI	(b) Key indicators	(c) Service Level
A	Assa Abloy deliver to The National Locking Section on the expected date of the month.	Delivery on or before scheduled delivery date.	████ delivered to schedule
B	Goods are delivered on their expected delivery dates, on the monthly delivery to the National Locking Section unless the National Locking Section decides there is a valid reason for a delay to the delivery of goods. This also applies to goods delivered this month which have already had their delivery time extended from last month.	Number of lines associated with delivery, number of lines fulfilled by delivery, number of lines with accepted mitigating circumstances missed lines with no mitigation.	████ within agreed lead times
C	Goods that did not meet the contractually agreed or extended lead times last month, are delivered on the current month, unless the National Locking Section use their discretion to allow further delay in the delivery of the goods.	Number of lines delayed from previous month, number of lines delayed last month that arrived this month, number of lines where further delay to delivery has been approved	████ within agreed lead times

D	Services delivered on time against agreed timescales	Number of Consultancy Services, Training Services, Installation Services, Maintenance Services, Refurbishment Services, Product Redesign Services, requested & carried out to standard and within contractual timescale.	delivery within agreed date
E	Social Value	Promoting SME's and capturing the % of spend transactions through SME's.	of Spend per Quarter
F	Non-Conformance Reports (NCR's)	Provide full and detailed NCRs of any products that have been rejected or sent back due to quality issues within 30 working days.	provided within 30 days of the product being sent back to the Supplier

C4.2 The above KPI's will be measured by the below threshold targets as set out in the supporting document: Cabinet Office Reporting Template.

Percentage	Rating Across the Quarter	Action
	Good	N/A
	Approaching target	In accordance with C5 & C6.
	Requires Improvement	In accordance with C5 & C6.
	Inadequate	In accordance with C5 & C6 the Supplier will expedite the service improvement plan and present it to the Authority within 2 working days, with immediate implementation, with review points with the Authority at 7 working days, 14 working days, 21 working days and 28 working days.

- C4.3** The reports provided by the supplier for the listed KPI's in section C3.1 will be used to form the KPI ratings.
- C4.4** The KPI ratings will be submitted Quarterly to the Cabinet Office. The Cabinet Office Report will be issued every quarter for the supplier to review.
- C4.4** The Supplier is obliged to review the report and acknowledge with acceptance or disagreement of the KPI rating within 3 working days of the request from the Authority.

C5. Service Improvements Notification

C5.1 In accordance with clause F1, Non-Compliance with the above performance targets may result in one written warning to implement an agreed Service Improvement Plan within 10 Working Days and thereafter for repeated or material ongoing poor performance termination shall be issued (notice period as per Terms and Conditions).

C5.2 Service improvement plans will be submitted within 10 working days unless otherwise agreed between the parties. The plan will incorporate the Supplier's proposals for improvement over a four-week period, at the end of which service levels are to be returned to the agreed levels.

C5.3. For minor, accepted or agreed non-compliance the Authority may take measures including:

- (a) Temporary purchase of specifically affected items from an alternate source until satisfactory improvement has been demonstrated.
- (b) Permanent removal of specifically affected items from the Contract (including directly related items).
- (c) Enhanced monitoring of Key Performance Indicators and Service Levels and increase in the frequency of requests for information.
- (d) Requesting face to face meetings or site visits to propose solution within agreed timescales.
- (e) Requesting a visit to the manufacturing plant of the goods.

C5.4 In keeping with the vision of the Contract, both parties will work co-operatively to improve Service Levels to an acceptable standard before reverting to formal improvement measures.

C6. Service Improvement Notices & Plans

C6.1 Each Service Improvement Notice will require the Supplier to submit a Service Improvement Plan. Each Improvement Plan shall be sequentially numbered from a central register maintained by the Authority.

C6.2 The Service Improvement Notice and subsequent plan will be applicable to all instances where the nature of the failure or complaint is related to one common service element e.g., if the Supplier fails to adhere to the Framework Agreement or Call Off Contract requirements for compliant order requests to be delivered within the agreed timescales, they may be issued with a Service Improvement Notice by the Authority. Any subsequent failure (subject to the duration of the improvement notice) to submit the same, irrespective of location, type or requestor, will be considered to be within the scope of the original improvement notice.

C6.3 In the event a further unconnected circumstance occurs which results in the failure to meet the contract requirements a separate Improvement Notice/Plan shall be issued /requested and recorded in the central register under a separate sequential number.

C6.4 A report on progress against each open Improvement Plan shall be provided at each Contract Review Meeting or as requested.

C7. Contract Management Meetings

C7.1 The Authority reserves the right to hold regular contract management meetings principally to review progress and operational delivery of the Contract, but also including key performance indicators (KPIs), invoicing, risks and issues.

C7.2 Other meetings may be held, at the discretion of the Authority or at the request of the Supplier, throughout the life of the contract.

C7.3 The Supplier will be responsible for associated costs in attending these meetings.

C7.4 Quarterly and Annual meetings and shall be teleconference calls unless the Authority requires a face-to-face meeting.

C7.5 The supplier must be prepared and abide by the agenda set out in C7.5.1.

C7.5.1

Meeting	Agenda Items	Review Period
Mobilisation Meeting	Introductions Roles & Responsibilities Doing Business with the MoJ Supplier Performance/KPIs Sustained Supply/Contingency	3 Monthly Review - November
Weekly	BAU Ongoing Contract management Addressing NCR's Delivery Issues	Weekly
Quarterly/ Six Monthly Contract Review Meeting	Performance in previous quarter Risks, issues and actions register Specific service issues (including any escalated issues) Price Review (where applicable) Service wide issues Quality Management Detailed review against KPIs Continuous Improvement	6 Monthly Review – February 9 Monthly Review - May

Annual Review Meeting	Annual Service Review Performance in previous year Risks, issues and actions register Specific service issues (including any escalated issues) Service wide issues Quality management Detailed review against KPIs, Continuous improvement Service and finance forward look, including any policy update from the Authority	Annual Review - August
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- C7.6** The Supplier will agree to the review periods set out in C7.5.1 throughout every year of the Contract.
- C7.7** Is it the responsibility of the Supplier to book the reviews with the Authority with advanced notice at least 1 month before the review period.
- C7.8** If the supplier requires to add more topics to any review meeting agenda they must seek permission of the Authority Contract Manager at least 2 weeks before the meeting is scheduled.

APPENDIX D: POLICIES

- 1.1** Compliance with Appendix D.1: Delivery Drivers Handbook Policy as provided to the supplier on the commencement date and updated from time to time.
- 1.2** Compliance with Appendix D.2: List of Prohibited Items Policy as provided to the supplier on the commencement date and updated from time to time.
- 1.3** Compliance with Appendix D.3: Health & Safety Rules for Contractors Policy as provided to the supplier on the commencement date and updated from time to time.

SCHEDULE 2 – PRICES

1.Charges

1.1 All goods and services within this Contract will follow this contract schedule.

1.2 All Prices & Rates are as per Schedule 1, Appendix A1 & A2.

2. Goods

2.1 See section Schedule 1, Appendix A1 - Catalogue of Goods and Pricing

3. Delivery

3.1 Delivery Charges, packaging and handling, shall be included within the total price of each item above, subject to a maximum of one delivery per month to [REDACTED]. Should the Authority require additional deliveries this can be facilitated by the supplier at the costs agreed below:

HGV all-inclusive cost (excluding VAT)

- [REDACTED] per delivery. This is applicable for all deliveries over 7.5tn in weight.

Van all-inclusive cost. This is applicable for all deliveries below 3.5tn in weight.

- [REDACTED] per delivery

4. Milestone Payments

Not used

5. Liquidated Damages

Not Used

6. Indexation

6.1 The pricing elements set out in this Schedule 2 may be subject to indexation in accordance with this section 6. The first Indexation Implementation Date will be on 01 April 2026 and annually thereafter. Annual indexation is not automatic and the process if triggered runs from January to March.

6.2 The index to be used is the Miscellaneous Good and Services CPI from January each year.

6.3 The Supplier shall provide clear documentary evidence of any price increases that it incurs. All requests for price increases will be subject to the supplier providing actual documented evidence of an unavoidable increase in costs through the supply chain at component level and unavoidable operational costs. This should include a full breakdown of the component product price and the relevant change request (Clause F4), including invoices evidencing the component increase.

6.4 All price increase requests must be submitted alongside a benchmarking document of the top 50 items procured in the previous 12 months for the purpose of this contract. This document must demonstrate the discounted rate provided for having this contract in place, this should include comparisons against rates provided to other entities procuring the same products.

6.5 Where an increase is unavoidable the Supplier will be expected to consider re-sourcing product lines, rationalisation or other efficiencies to offset the net impact on the Authority.

6.6 Where there is a change in market forces, technology and product cycle cost reduction and/or CPI, improved currency conversions, which leads to a decrease in product costs, the Authority will submit a request for price variance for the affected lines. The Authority reserves the right to request a price review where commodity price falls at any time during the life of the Contract.

6.7 Upon non- agreement of any request for price increase, the Authority reserves the right to source products from an alternative route or terminate the Contract.

SCHEDULE 3 - CHANGE CONTROL

1. Change Request Form (For completion by the Party requesting the Change)

Contract Title:	Party requesting Change:
Name of Supplier:	
Change Request Number:	Proposed Change implementation date:
Description of requested Change (including proposed changes to wording of the Contract where possible):	
Reasons for requested Change:	
Effect of requested Change	
Assumptions, dependencies, risks and mitigation (if any):	
Change Request Form prepared by (name):	
Signature:	
Change Request:	

Contract Change Notice ("CCN")

(For completion by the Authority once the Change has been agreed in principle by both Parties. Changes do not become effective until this form has been signed by both Parties.)

Contract Title:	Change requested by:
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Name of Supplier:			
Change Number:			
Date on which Change takes effect:			
Contract between: The [Secretary of State for Justice]/[The Lord Chancellor] [delete as applicable] and [insert name of Supplier]			
It is agreed that the Contract is amended, in accordance with Regulation 72 of the Public Contracts Regulations 2015, as follows: [Insert details of the variation (including any change to the Price and deliverables/obligations) based on the information provided in the Change Request Form and any subsequent discussions/negotiations, cross referencing the wording of the original Contract, as previously changed (if applicable), where possible]			
Where significant changes have been made to the Contract, information previously published on Contracts Finder will be updated.			
Words and expressions in this CCN shall have the meanings given to them in the Contract. The Contract, including any previous CCNs, shall remain effective and unaltered except as amended by this CCN.			
Signed for and on behalf of [the Secretary of State for Justice]/[the Lord Chancellor]		Signed for and on behalf of [insert name of Supplier]	
Signature		Signature	
Name		Name	
Title		Title	
Date		Date	

SCHEDULE 4 - COMMERCIALLY SENSITIVE INFORMATION

1 Without prejudice to the Authority's general obligation of confidentiality, the Parties acknowledge that the Authority may have to disclose Information in or relating to the Contract following a Request for Information pursuant to clause D5 (Freedom of Information).

2 In this Schedule 4 the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be contrary to the public interest.

3 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 4 applies.

4 Without prejudice to the Authority's obligation to disclose Information in accordance with the FOIA and the EIR, the Authority will, acting reasonably but in its sole discretion, seek to apply the commercial interests exemption set out in s.43 of the FOIA to the Information listed below.

SUPPLIER'S COMMERCIALLY SENSITIVE INFORMATION	DATE	DURATION OF CONFIDENTIALITY

SCHEDULE 5 - SUPPLIER AND THIRD-PARTY SOFTWARE

Not applicable

SCHEDULE 6 – INFORMATION SECURITY AND ASSURANCE

1. GENERAL

1.1 This Schedule 6 sets out:

- (a) the arrangements the Supplier must implement before, and comply with when, providing the Services and performing its other obligations under the Contract to ensure the security of the Authority Data and the Information Management System;
- (b) the Certification Requirements applicable to the Supplier and each of those Sub-contractors which Processes Authority Data;
- (c) the security requirements in annex 1, with which the Supplier must comply;
- (d) the tests which the Supplier shall conduct on the Information Management System during the Term; and
- (e) the Supplier's obligations to:
 - (i) return or destroy Authority Data on the expiry or earlier termination of the Contract; and
 - (ii) prevent the introduction of Malicious Software into the Supplier System and to scan for, contain the spread of, and minimise the impact of Malicious Software which is introduced into the Supplier System in paragraph 9; and
 - (iii) report Breaches of Security to the Authority.

2.Principles of Security2.1 The Supplier acknowledges that the Authority places great emphasis on the confidentiality, integrity and availability of the Authority Data and, consequently on the security of:

- (a) the Premises;
- (b) the ICT Environment;
- (c) the Information Management System; and
- (d) the Services.

2.2 Notwithstanding the involvement of the Authority in assessing the arrangements which the Supplier implements to ensure the security of the Authority Data and the Information Management System, the Supplier is and remains responsible for:

- (a) the security, confidentiality, integrity and availability of the Authority Data whilst that Authority Data is under the control of the Supplier or any of its Sub-Contractors; and
- (b) the security of the Information Management System.

2.3 The Supplier shall:

- (a) comply with the security requirements in annex 1; and
- (b) ensure that each Sub-Contractor that Processes Authority Data complies with the Sub-Contractor Security Requirements.

- 2.4 The Supplier shall provide the Authority with access to Staff responsible for information assurance to facilitate the Authority's assessment of the Supplier's compliance with its obligations set out in this Schedule 6 at reasonable times on reasonable notice.

3. Information Security Approval Statement

- 3.1 The Supplier shall ensure that its Implementation Plan sets out in sufficient detail how it will ensure compliance with the requirements of this Schedule 6, including any requirements imposed on Sub-Contractors by annex 2, from the Commencement Date.

- 3.2 The Supplier may not use the Information Management System to Process Authority Data unless and until:

- (c) the Supplier has procured the conduct of an IT Health Check of the Supplier System in accordance with paragraph 6.1; and the Authority has issued the Supplier with an Information Security Approval Statement in accordance with the process set out in this paragraph 3.

- 3.3 The Supplier shall document in the Security Management Plan how the Supplier and its Sub-Contractors shall comply with the requirements set out in this Schedule and the Contract in order to ensure the security of the Authority Data and the Information Management System.

- 3.4 The Supplier shall prepare and submit to the Authority within 20 Working Days of the Commencement Date, the Security Management Plan, which comprises:

- (a) an Information Assurance Assessment;
- (b) the Required Changes Register; and
- (c) the Incident Management Process.

- 3.5 The Authority shall review the Supplier's proposed Security Management Plan as soon as possible and, in any event within 20 Working Days of receipt and shall either issue the Supplier with:

- (a) an Information Security Approval Statement, which shall confirm that the Supplier may use the Information Management System to Process Authority Data; or
- (b) a rejection notice, which shall set out the Authority's reasons for rejecting the Security Management Plan.

- 3.6 If the Authority rejects the Supplier's proposed Security Management Plan, the Supplier shall take the Authority's reasons into account in the preparation of a revised Security Management Plan, which the Supplier shall submit to the Authority for review within 10 Working Days or such other timescale as agreed with the Authority.

- 3.7 The Authority may require, and the Supplier shall provide the Authority and its authorised representatives with:

- (a) access to the Staff;
- (b) access to the Information Management System to audit the Supplier and its Sub-contractors' compliance with the Contract; and
- (c) such other information and/or documentation that the Authority or its authorised representatives may reasonably require,

to assist the Authority to establish whether the arrangements which the Supplier and its Sub-Contractors have implemented in order to ensure the security of the Authority Data and the Information Management System are consistent with the representations in the Security Management Plan. The Supplier shall provide the access required by the Authority in accordance with this paragraph 3 within 10 Working Days of receipt of such request, except in the case of a Breach of Security in which case the Supplier shall provide the Authority with the access that it requires within 24 hours of receipt of such request.

4. Compliance Reviews

4.1 The Supplier shall regularly review and update the Security Management Plan, and provide such to the Authority, at least once each year and as required by this paragraph 4.

4.2 The Supplier shall notify the Authority within 2 Working Days after becoming aware of:

- (a) a significant change to the components or architecture of the Information Management System;
- (b) a new risk to the components or architecture of the Information Management System;
- (c) a vulnerability to the components or architecture of the Service which is classified 'Medium', 'High', 'Critical' or 'Important' in accordance with the classification methodology set out in annex 1 to this Schedule 6;
- (d) a change in the threat profile;
- (e) a significant change to any risk component;
- (f) a significant change in the quantity of Personal Data held within the Service;
- (g) a proposal to change any of the Premises; and/or
- (h) an ISO/IEC 27001 (at least ISO/IEC 27001:2013) audit report produced in connection with the Certification Requirements indicates significant concerns.

4.3 Within 10 Working Days of notifying the Authority or such other timescale as may be agreed with the Authority, the Supplier shall make the necessary changes to the Required Changes Register and submit the updated Required Changes Register the Authority for review and approval.

4.4 Where the Supplier is required to implement a change, including any change to the Information Management System, the Supplier shall effect such change at its own cost.

5. Certification Requirements

5.1 The Supplier shall be certified compliant with:

- (a) the prevailing version of ISO/IEC 27001 by a UK Accreditation Service-approved certification body or is included within the scope of an existing certification of compliance with ISO/IEC 27001 (at least ISO/IEC 27001:2013); and
- (b) Cyber Essentials PLUS

and shall provide the Authority with a copy of each such certificate of compliance before the Supplier is permitted to receive, store or Process Authority Data.

5.3 The Supplier shall ensure that each Higher Risk Sub-contractor is certified compliant with either:

- (a) the prevailing version of ISO/IEC 27001 by a UK Accreditation Service-approved certification body or is included within the scope of an existing certification of compliance with ISO/IEC 27001 (at least ISO/IEC 27001:2013); or
- (b) Cyber Essentials PLUS

and must provide the Authority with a copy of each such certificate of compliance before the Higher-Risk Sub-contractor is permitted to receive, store or Process Authority Data.

5.4 The Supplier shall ensure that each Medium Risk Sub-contractor is certified compliant with Cyber Essentials.

5.5 The Supplier shall ensure that the Supplier and each Sub-Contractor who is responsible for the secure destruction of Authority Data:

- (a) securely destroys Authority Data only at Premises which are included within the scope of an existing certification of compliance with the prevailing published ISO/IEC 27001;
- (b) satisfies the Authority that their data destruction/deletion practices comply with UK GDPR and follows all relevant NCSC guidance; and
- (c) maintains an asset register of all Authority supplied information, data and equipment to ensure Authority assets are returned and/or deleted.

5.6 The Supplier shall provide the Authority with evidence of its and Sub-Contractors' compliance with the requirements set out in this paragraph 6 before the Supplier or the relevant Sub-Contractor (as applicable) may carry out the secure destruction of any Authority Data.

5.7 The Supplier shall notify the Authority as soon as reasonably practicable and, in any event within 2 Working Days, if the Supplier or any Sub-Contractor ceases to be compliant with the Certification Requirements and, on request from the Authority, shall or shall procure that the relevant Sub-Contractor shall:

- (a) immediately cease using the Authority Data; and
- (b) procure that the relevant Sub-Contractor promptly returns, destroys and/or erases the Authority Data in accordance with the requirements set out in this paragraph 5.

5.8 The Authority may exempt, in whole or part, the Supplier or any Sub-Contractor from the requirements of this paragraph 5. Any exemption must be in writing to be effective. The Supplier shall include the exemption in the Security Management Plan.

6. Security Testing

6.1 The Supplier shall, at its own cost procure and conduct:

- (a) testing of the Information Management System according to the IT Health Check; and

- (b) such other security tests as may be required by the Authority.

6.2 The Supplier shall:

- (a) complete all of the above security tests before:
 - (i) the Supplier submits the Security Management Plan to the Authority for review in accordance with paragraph 3; and
 - (ii) before the Supplier is given permission by the Authority to Process or manage any Authority Data
- (b) repeat the IT Health Check not less than once every 12 Months during the Term and submit the results of each such test to the Authority for review in accordance with this paragraph 6.

6.3 In relation to each IT Health Check, the Supplier shall:

- (a) agree with the Authority the aim and scope of the IT Health Check;
- (b) promptly, and no later than 10 Working Days, following the receipt of each IT Health Check report, provide the Authority with a copy of the full report;
- (c) if the IT Health Check report identifies any vulnerabilities, the Supplier shall:
 - (i) prepare a remedial plan for approval by the Authority (each a "**Remediation Plan**") which sets out in respect of each vulnerability identified in the IT Health Check report:
 - (A) how the vulnerability will be remedied;
 - (B) unless otherwise agreed in writing between the Parties, the date by which the vulnerability will be remedied, which must be:
 - (1) within 3 Months of the date the Supplier received the IT Health Check report in the case of any vulnerability categorised with a severity of "medium";
 - (2) within one Month of the date the Supplier received the IT Health Check report in the case of any vulnerability categorised with a severity of "high"; and
 - (3) within 7 Working Days of the date the Supplier received the IT Health Check report in the case of any vulnerability categorised with a severity of "critical";
 - (C) the tests which the Supplier shall perform or procure to be performed (which may, at the discretion of the Authority, include a further IT Health Check) to confirm that the vulnerability has been remedied;
 - (ii) comply with the Remediation Plan; and

- (iii) conduct such further tests on the Service as are required by the Remediation Plan to confirm that the Remediation Plan has been complied with.

- 6.4 The Supplier shall ensure that any testing which could adversely affect the Supplier System shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Services and the date, timing, content and conduct of such tests shall be agreed in advance with the Authority.
- 6.5 If any testing conducted by or on behalf of the Supplier identifies a new risk, new threat, vulnerability or exploitation technique that has the potential to affect the security of the Information Management System, the Supplier shall, within 2 Working Days of becoming aware of such risk, threat, vulnerability or exploitation technique, provide the Authority with a copy of the test report and:
 - (a) propose interim mitigation measures to vulnerabilities in the Information Management System known to be exploitable where a security patch is not immediately available; and
 - (b) where and to the extent applicable, remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the Supplier System) within the timescales set out in the test report or such other timescales as may be agreed with the Authority.
- 6.6 The Supplier shall conduct such further tests of the Supplier System as may be required by the Authority from time to time to demonstrate compliance with its obligations set out this Schedule 6 and the Contract.
- 6.7 The Supplier shall notify the Authority immediately if it fails to, or believes that it will not, mitigate the vulnerability within the timescales set out in paragraph 6.3.

7. Security Monitoring and Reporting

- 7.1 The Supplier shall:
 - (a) monitor the delivery of assurance activities;
 - (b) maintain and update the Security Management Plan in accordance with paragraph 4;
 - (c) agree a document which presents the residual security risks to inform the Authority's decision to Approve the Supplier to Process and transit the Authority Data;
 - (d) monitor security risk impacting upon the operation of the Service;
 - (e) report Breaches of Security in accordance with the approved Incident Management Process; and
 - (f) agree with the Authority the frequency and nature of the security reports to be prepared and submitted by the Supplier to the Authority within 20 Working Days of the Commencement Date.

8. Malicious Software

- 8.1 The Supplier shall install and maintain Anti-Malicious Software or procure that Anti-Malicious Software is installed and maintained on any part of the Information

Management System which may Process Authority Data and ensure that such Anti-Malicious Software is configured to perform automatic software and definition updates as well as regular scans of the Information Management System to check for, prevent the introduction of Malicious Software or where Malicious Software has been introduced into the Information Management System, to identify, contain the spread of, and minimise the impact of Malicious Software.

8.2 If Malicious Software is found, the Parties shall cooperate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Authority Data, assist each other to mitigate any Losses and to restore the Services to their desired operating efficiency.

8.3 Any cost arising out of the actions of the Parties taken in compliance with paragraph 8.2 shall be borne by the Parties as follows:

- (a) by the Supplier where the Malicious Software originates from:
 - (i) the Supplier Software;
 - (ii) the Third Party Software supplied by the Supplier; or
 - (iii) the Authority Data whilst the Authority Data is or was under the control of the Supplier

unless, in the case of the Authority Data only, the Supplier can demonstrate that such Malicious Software was present in the Authority Data and not quarantined or otherwise identified by the Authority when the Authority provided the Authority Data to the Supplier; and

- (b) by the Authority, in any other circumstance.

9. Breach of Security

9.1 If either Party becomes aware of a Breach of Security it must notify the other in accordance with the Incident Management Process.

9.2 The Incident Management Process must, as a minimum, require the Supplier to do the following when it becomes aware of a Breach of Security or attempted Breach of Security:

- (a) immediately take all reasonable steps necessary to:
 - (i) minimise the extent of actual or potential harm caused by such Breach of Security;
 - (ii) remedy such Breach of Security to the extent possible;
 - (iii) apply a tested mitigation against any such Breach of Security; and
 - (iv) prevent a further Breach of Security in the future which exploits the same root cause failure;
- (b) as soon as reasonably practicable and, in any event, ideally within 2 Working Days or maximum 5 Working Days (if the system is physically locked down), following the Breach of Security or attempted Breach of Security, provide to the Authority full details of the Breach of Security or

attempted Breach of Security, including a root cause analysis where required by the Authority.

- 9.3 If any action is taken in response to a Breach of Security or attempted Breach of Security as a result of non-compliance by the Supplier, its Sub-contractors and/or all or any part of the Information Management System with the Contract, then such remedial action must be completed at no additional cost to the Authority.

ANNEX 1: SECURITY REQUIREMENTS (See supporting document attached titled 'ANNEX 1: SECURITY REQUIREMENTS').

ANNEX 2: SECURITY REQUIREMENTS FOR SUB-CONTRACTORS (See supporting document attached titled 'ANNEX 2: SECURITY REQUIREMENTS FOR SUB-CONTRACTORS')

ANNEX 3: SECURITY MANAGEMENT PLAN TEMPLATE (See supporting document attached titled 'ANNEX 3: SECURITY MANAGEMENT PLAN TEMPLATE')

SCHEDULE 7 – PRISONS

ACCESS TO PRISONS

- 1 Any Supplier staff or Sub-Contractors attending any Non LTHSE prison Sites must hold a security clearance level of Enhanced Level 1 to carry out installation and maintenance services for the duration of the contract. No persons will be granted entry to any LTHSE will require a security clearance level of Enhanced Level 1 and Counter Terrorism Checks (CTC).
- 2 For non-directly employed staff of the Supplier or Sub-Contractor entering on an Acceptance of Risk (Acceptance of Risk form to be completed by the Authority as and when required), individuals must be cleared to a minimum of Enhanced Level 2. Where they are not cleared to enhanced level 2 they can enter the establishment following Baseline Personal Security (BPSS/PNC) on the condition that a date for the initiation of Enhanced Level 2 checks is provided.
- 3 All Supplier or Sub-Contractor staff will be required to carry and present official photographic identification to enter a prison Site.
- 4 The Supplier shall comply with any local security restrictions and requirements on Site.
- 5 Acceptance of Risk can only be in place for a maximum of 3 months. This will be strictly monitored and if CTC clearance is not received within 3 months, a new Acceptance of Risk form must be completed for the individual and at this point the individual may be refused continued entry to the Site.
- 6 The Supplier shall ensure that their staff complete and submit their security vetting forms and present them in person at a prison Site in England or Wales to verify their identification within 2 weeks of request at the commencement of the Contract.
- 7 Where a person fails security clearance the Supplier or Sub-Contractor shall make available the resource to carry out the Works and submit additional personal forms in line with the above lead-times or this may result in termination of the Contract.
- 8 It is the responsibility of the Supplier to ensure that there is an adequate number of cleared personnel to respond to lead times under this contract, including business contingency for absence and holiday period.
- 9 If Staff are required to have a pass for admission to an Authority Premises which is a prison, (a “**Prison**”) the Authority shall, subject to satisfactory completion of approval procedures, arrange for passes to be issued. Any member of the Staff who cannot produce a proper pass when required to do so by any member of the Authority’s personnel, or who contravenes any

conditions on the basis of which a pass was issued, may be refused admission to a Prison or be required to leave a Prison if already there.

- 10 Staff shall promptly return any pass if at any time the Authority so requires or if the person to whom the pass was issued ceases to be involved in the performance of the Services. The Supplier shall promptly return all passes on expiry or termination of the Contract.

SECURITY

- 1 Whilst at Prisons Staff shall comply with all security measures implemented by the Authority in respect of staff and other persons attending Prisons. The Authority shall provide copies of its written security procedures to Staff on request. The Supplier and all Staff are prohibited from taking any photographs at Prisons unless they have Approval and the Authority's representative is present so as to have full control over the subject matter of each photograph to be taken. No such photograph shall be published or otherwise circulated without Approval.
- 2 The Authority may search vehicles used by the Supplier or Staff at Prisons.
- 3 Staff attending a Prison may be subject to search at any time. Strip searches shall be carried out only on the specific authority of the Authority under the same rules and conditions applying to the Authority's personnel. The Supplier shall comply with Rule 71 of Part IV of the Prison Rules 1999 as amended by the Prison (Amendment) Rules 2005 and Rule 75 of Part IV of the Young Offender Institution Rules 2000 as amended by the Young Offender Institution (Amendment) Rules 2005.
- 4 Searches shall be conducted only on the specific authority of the Authority under the same rules and conditions applying to the Authority's personnel and/or visitors. The Supplier shall comply with Section 8 of the Prison Act 1952, Rule 64 of the Prison Rules 1999 and PSI 07/2016.
- 5 The Supplier and Staff shall co-operate with any investigation relating to security which is carried out by the Authority or by any person who is responsible for security matters on the Authority's behalf, and when required by the Authority shall:
 - a) take all reasonable measures to make available for interview by the Authority any Staff identified by the Authority, or by a person responsible for security matters, for the purposes of the investigation. Staff may be accompanied by and be advised or
 - b) represented by another person whose attendance at the interview is acceptable to the Authority; and
 - c) subject to any legal restriction on their disclosure, provide all documents, records or other material of any kind and in whatever form which may be reasonably required by the Authority, or by a person who is responsible for security matters on the Authority's behalf, for the purposes of investigation as long as the provision of that material does not prevent the Supplier from performing the Services.

- d) The Authority may retain any such material for use in connection with the investigation and, as far as possible, may provide the Supplier with a copy of any material retained.

6 The Supplier shall comply with vehicle restrictions provided by the Authority. A number of HM Prisons are subject to gate size restrictions as a result of which they are able to accept deliveries from vehicles no bigger than 7.5 tonnes. Palletised or larger item deliveries will require a tail lift vehicle. Any updated delivery restrictions will be communicated to the Supplier during the life of the contract.

OFFENCES AND AUTHORISATION

1 In providing the Services the Supplier shall comply with PSI 10/2012.

2 Nothing in the Contract is deemed to provide any “authorisation” to the Supplier in respect of any provision of the Prison Act 1952, Offender Management Act 2007, Crime and Security Act 2010, Serious Crime Act 2015 or other relevant legislation.

HEALTH AND SAFETY

1 Whilst working on Prison Property the Supplier is subject to Health & Safety Rules for Contractors Working in Prisons, which has been included within Appendix D.3: *Special Conditions Prisons, Health & Safety Rules for Contractors Working in Prisons*.

2 The Supplier shall ensure that all deliveries are delivered in accordance with the Prisons Delivery Drivers Handbook. A copy of the handbook is included within Appendix D.1: *Special Conditions Prisons, Delivery Drivers Handbook*.

3 The Supplier and their staff and Sub-Contractors shall comply with the requirements relating to the restriction of items allowed to be brought into a Site. Appendix D.2: *Prohibited & Controlled Items* provides details of the full list of restricted items. Additional local prison restrictions may apply. Failure to abide by Prison Security requirements may result in detention, arrest, criminal conviction, confiscation of goods, permanent removal from site.

SCHEDULE 8 – STATUTORY OBLIGATIONS AND CORPORATE SOCIAL RESPONSIBILITY

1 What the Authority expects from the Supplier

1.1 His Majesty's Government's Supplier Code of Conduct (the "**Code**") sets out the standards and behaviours expected of suppliers who work with government. The Code can be found online at:

[Supplier Code of Conduct - v2 \(publishing.service.gov.uk\)](https://publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/625212/supplier-code-of-conduct-v2.pdf)

1.2 The Supplier shall, and shall procure that its Sub-Contractors shall:

- 1.2.1 comply with its legal obligations, in particular those in Part 1 of this Schedule 8, and meet the standards set out in the Code as a minimum; and
- 1.2.2 use reasonable endeavours to comply with the standards in Part 2 of this Schedule 8.

2 Equality and Accessibility

2.1 The Supplier shall:

- (a) perform its obligations under the Contract in accordance with:
 - i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy maternity or otherwise);
 - ii) the Authority's equality, diversity and inclusion policy as given to the Supplier from time to time; and
 - iii) any other requirements and instructions which the Authority reasonably imposes regarding any equality obligations imposed on the Authority at any time under applicable equality law
- (b) take all necessary steps and inform the Authority of the steps taken to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation).

3 Modern Slavery

3.1 The Supplier shall:

- (a) not use, or allow Sub-Contractors to use, forced, bonded or involuntary prison labour;
- (b) not require any Staff to lodge deposits or identity papers with their employer;
- (c) allow, and ensure that any Sub-Contractors allow, Staff to leave their employer after reasonable notice;
- (d) make reasonable enquiries to ensure that its Staff and Sub-Contractors have not been convicted of slavery or human trafficking offences anywhere in the world;
- (e) have and maintain throughout the Term its own policies and procedures to ensure its compliance with the MSA and include in its Sub-Contracts anti-slavery and human trafficking provisions;

- (f) not use, or allow its Staff to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its Staff and Sub-Contractors;
- (g) not use or allow to be used child or slave labour to be used by its Sub-Contractors;
- (h) if either Party identifies any occurrence of modern slavery in connection with the Contract, comply with the rectification process set out in clauses F2.4 to F2.6;
- (i) prepare and deliver to the Authority each year, an annual slavery and trafficking report setting out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business;
- (j) maintain a complete set of records to trace the supply chain of all goods and services provided to the Authority in connection with the Contract;
- (k) report the discovery or suspicion of any slavery or trafficking by it or its Sub-Contractors to the Authority, to the Modern Slavery Helpline and other relevant national or local law enforcement agencies; and
- (l) implement a system of training for its employees to ensure compliance with the MSA including highlighting to its employees the existence and contact details of the Modern Slavery Helpline.

3.2 The Supplier represents, warrants and undertakes throughout the Term that:

3.3 If the Supplier notifies the Authority pursuant to paragraph 3.1(i) of this Schedule 8, it shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with the Contract.

3.4 If the Supplier is in Default under paragraphs 3.1 or 3.2 of this Schedule 8 the Authority may by notice:

4 Income Security

4.1 The Supplier shall:

- (a) ensure that all pay and benefits paid for a standard working week meet, at least, national legal standards in the country of employment;
 - (b) provide all Staff with written and readily understandable information about their employment conditions in respect of pay before they enter employment and about their pay for the pay period concerned each time that they are paid;
 - (c) not make deductions from pay:
 - (i) as a disciplinary measure;
 - (ii) except where permitted by Law and the terms of the employment contract;
- and
- (iii) without express permission of the person concerned

- (d) record all disciplinary measures taken against Staff.

5 Working Hours

5.1 The Supplier shall ensure that:

- (a) the working hours of Staff comply with the Law, and any collective agreements;
- (b) the working hours of Staff, excluding overtime, is defined by contract, do not exceed 48 hours per week unless the individual has agreed in writing, and that any such agreement is in accordance with the Law;
- (c) overtime is used responsibly, considering:
 - (i) the extent;
 - (ii) frequency; and
 - (iii) hours worked;
- (d) the total hours worked in any seven-day period shall not exceed 60 hours, except where covered by paragraph 5.1 (e);
- (e) working hours do not exceed 60 hours in any seven-day period unless:
 - (i) it is allowed by Law;
 - (ii) it is allowed by a collective agreement freely negotiated with a worker's organisation representing a significant portion of the workforce;
 - (iii) appropriate safeguards are taken to protect the workers' health and safety; and
 - (iv) the Supplier can demonstrate that exceptional circumstances apply such as during unexpected production peaks, accidents or emergencies;
- (f) all Supplier Staff are provided with at least:
 - (i) 1 day off in every 7-day period; or
 - (ii) where allowed by Law, 2 days off in every 14-day period.

6 Right to Work

6.1 The Supplier shall:

- (a) ensure that all Staff are employed on the condition that they are permitted to work in the UK; and
- (b) notify the Authority immediately if an employee is not permitted to work in the UK.

7 Health and Safety

7.1 The Supplier shall perform its obligations under the Contract in accordance with:

- (a) all applicable Law regarding health and safety; and
- (b) the Authority's Health and Safety Policy while on the Authority's Premises.

- 7.2 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority's Premises of which it becomes aware and which relate to or arise in connection with the performance of the Contract. The Supplier shall instruct Staff to adopt any necessary safety measures in order to manage the risk.

8 Welsh Language Requirements

- 8.1. Not applicable

9 Fraud and Bribery

- 9.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Staff, have at any time prior to the Commencement Date:

(a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or

(b) been listed by any Government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in Government procurement programmes or contracts on the grounds of a Prohibited Act.

- 9.2 The Supplier shall not during the Term:

(a) commit a Prohibited Act; and/or

(b) do or suffer anything to be done which would cause the Authority or any of its Staff to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

- 9.3 The Supplier shall, during the Term:

(a) establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;

(b) have in place reasonable prevention measures (as defined in section 45(3) and 46(4) of the Criminal Finance Act 2017) to ensure that Associated Persons of the Supplier do not commit tax evasion facilitation offences as defined under that Act;

(c) keep appropriate records of its compliance with its obligations under paragraphs 9.3(a) 9.3(b) and make such records available to the Authority on request; and

(d) take account of any guidance about preventing facilitation of tax evasion offences which may be published and updated in accordance with section 47 of the Criminal Finances Act 2017.

- 9.4 The Supplier shall immediately notify the Authority in writing if it becomes aware of any breach of paragraphs 9.1 and/or 9.2, or has reason to believe that it has or any of the Staff have:

(a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;

(b) been listed by any Government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in Government procurement programmes or contracts on the grounds of a Prohibited Act; and/or

(c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of the Contract or otherwise suspects that any person directly or indirectly connected with the Contract has committed or attempted to commit a Prohibited Act.

9.5 If the Supplier notifies the Authority pursuant to paragraph 9.4, the Supplier shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to Audit any books, records and/or any other relevant documentation.

9.6 If the Supplier is in Default under paragraphs 9.1 and/or 9.2, the Authority may by notice:

(a) require the Supplier to remove from performance of the Contract any Staff whose acts or omissions have caused the Default; or

(b) immediately terminate the Contract.

9.7 Any notice served by the Authority under paragraph 9.6 shall specify the nature of the Prohibited Act, the identity of the party who the Authority believes has committed the Prohibited Act and the action that the Authority has taken (including, where relevant, the date on which the Contract terminates).

10 Zero Hours Contracts

10.1 Any reference to zero hours contracts, for the purposes of this Contract, means as they relate to employees or workers and not those who are genuinely self-employed and undertaking work on a zero hours arrangement.

10.2 When offering zero hours contracts, the Supplier shall consider and be clear in its communications with its employees and workers about:

rights (a) whether an individual is an employee or worker and what statutory and other they have;

(b) the process by which work will be offered and assurance that they are not obliged to accept work on every occasion; and

(c) how the individual's contract will terminate, for example, at the end of each work task or with notice given by either party.

11 Sustainability

11.1 The Supplier shall:

(a) comply with the applicable Government Buying Standards;

- reports on
 - (b) provide, from time to time, in a format reasonably required by the Authority, the environmental effects of providing the Goods and Services;
- its
 - (c) maintain ISO 14001 or BS 8555 or an equivalent standard intended to manage environmental responsibilities; and
- Commitments;
 - (b) perform its obligations under the Contract in a way that:
 - (i) supports the Authority's achievement of the Greening Government
 - (ii) conserves energy, water, wood, paper and other resources;
 - (iii) reduces waste and avoids the use of ozone depleting substances; and
 - (iv) minimises the release of greenhouse gases, volatile organic compounds
- and other
 - substances damaging to health and the environment.

SCHEDULE 9 – DATA PROCESSING

1. The contact details of the Authority's Data Protection Officer are: [REDACTED] Data Protection Officer, 102 Petty France, London, SW1H 9AJ.
2. The contact details of the Supplier's Data Protection Contact is: [REDACTED], Chief Financial Officer, Assa Abloy.
3. The Supplier shall comply with any further written instructions with respect to Processing by the Authority.
4. Any such further instructions shall be incorporated into this Schedule 9.

Description	Details
Subject matter of the processing	<p><i>The personal data subject to processing under this Contract is predominantly work contact details of Supplier and Authority staff, necessary to ensure orders can be placed and the Supplier can effectively deliver the Contract in accordance with the Specification.</i></p> <p><i>The Parties acknowledge that they are independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> • <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i> • <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Authority (excluding the Supplier Personnel) engaged in the performance of the Authority's duties under the Contract) for which the Authority is the Controller,</i>
Duration of the processing	<i>The duration of the processing is as per the Term of this Contract, 17 August 2024 to 16 August 2030, unless terminated earlier.</i>
Nature and purposes of the processing	<p>The purpose of Processing relates to the performance of obligations under the Contract including performance of the Services. In particular this includes, but is not limited to:</p> <p>Placing orders – to action catalogue and purchase orders raised by the Authority. This may involve the collection, recording, storage, use, aggregating, analysing and disclosure by transmission, destruction / deletion of Personal Data.</p> <p>Consultancy services – to facilitate consultation between the Authority and Supplier on any orders raised, quality issues, innovation ideas or any other discussion that may be required in relation to the goods and services provided for under this Contract. This may involve the collection, recording, storage, use, aggregating, analysing and disclosure by transmission, destruction / deletion of Personal Data.</p> <p>Security clearance and vetting checks – to undertake suitable vetting and security clearance checks of Supplier Staff. This</p>

	<p>involves collection, recording, organisation, structuring, storage, retrieval, consultation, use, disclosure and obtaining and combining Personal Data sets with further Personal Data received from third parties, destruction / deletion of Personal Data.</p> <p>Visitor data – to allow visitors (including both professional and public visitors) access to the Authority premises. This involves collection, recording, storage, use and review of Personal Data as well as destruction / deletion of Personal Data and sharing of Personal Data.</p>
Type of Personal Data being Processed	<p>May include employee name and contact details (including work email address, telephone number, job role, title and any applicable work-related ID number).</p> <p>For vetting/visitor purposes this may extend to:</p> <ul style="list-style-type: none"> • Name • DOB • Current/previous accommodation address • National insurance number • Nationality • Telephone numbers • Employment history • Imaging data (CCTV footage) • Biometric data (security information such as finger-prints) • Signature (visitor logs)
Categories of Data Subject	<p><i>Authority staff, agents and suppliers.</i></p> <p><i>Supplier staff, agents and suppliers.</i></p>
International Transfers and legal gateway	<p><i>All personal data will be held within Britain.</i></p>
Plan for return and destruction of the data once the processing is complete Unless requirement under union or member state law to preserve that type of data	<p><i>Data will be retained in accordance with clause D1 and insofar as retention may not be prescribed in that clause, will be retained until 1 year after the Termination or Expiry of the Contract.</i></p>



IN WITNESS of which the Contract is duly executed by the Parties on the date which appears in section A5.

SIGNED for and on behalf of the Secretary of State for Justice	
Name	[REDACTED]
Position	Deputy Director
Date	

SIGNED for and on behalf of Assa Abloy Ltd	
Name	[REDACTED]
Position	Senior Vice President Assa Abloy UK & Ireland
Date	