

CQC RESEARCH AND EVALUATION MULTI- LOT FRAMEWORK AGREEMENT

Ref: CQC EP&S 052

CONTRACT TEMPLATE

Between

THE CARE QUALITY COMMISSION

AND

INSERT

**Framework Agreement for the Provision of Research
and Evaluation Services**

Under the following Lot(s):

- Lot 1: Research partner.**
- Lot 2: Academic partner.**
- Lot 3: Consultation partner.**
- Lot 4: Safety and improvement in health and social care.**
- Lot 5: Reducing inequalities in health and social care.**
- Lot 6: Local health and social care systems, integration and
joined-up care.**
- Lot 7: Involving people in health and social care and
understanding people's experiences of care.**
- Lot 8: Organisational improvement and culture.**
- Lot 9: Effective social care.**
- Lot 10: Polling and surveys.**
- Lot 11: Artificial Intelligence.**

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PARTIES

- (1) **THE CARE QUALITY COMMISSION** of City Gate, Gallowgate, Newcastle upon Tyne NE1 4PA (“CQC”).
- (2) **INSERT** (“Service Provider”).

BACKGROUND

- (A) CQC published a notice in Find a Tender 2023/S 000-037168 on 18 December 2023 seeking expressions of interest from potential service providers for the provision of various research and evaluation services divided into lots (the Services) to itself.
- (B) On the basis of the Service Provider’s Tender, CQC selected the Service Provider to provide the Services to it on a call-off basis in accordance with the terms of this Agreement.
- (C) This Agreement sets out the procedure for instructing specific works to be carried out, the terms and conditions for the provision of the Services and the obligations of the Service Provider and that of CQC under this Agreement.
- (D) The Service Provider has been awarded the following Lot(s):

Lot 1: Research partner.

Lot 2: Academic partner.

Lot 3: Consultation partner.

Lot 4: Safety and improvement in health and social care.

Lot 5: Reducing inequalities in health and social care.

Lot 6: Local health and social care systems, integration and joined-up care.

Lot 7: Involving people in health and social care and understanding people’s experiences of care.

Lot 8: Organisational improvement and culture.

Lot 9: Effective social care.

Lot 10: Polling and surveys.

Lot 11: Artificial Intelligence.

It is the Parties' intention that CQC has no obligation to place Orders with the Service Provider from any of the above Lot(s) under this Framework Agreement or at all.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

Act: means the Procurement Act

Agreement: means this framework agreement and all the schedules to it.

Achieved KPIs: means in respect of any Service in any measurement period, the standard of performance actually achieved by the Service Provider in the provision of that service during the measurement period in question (calculated and expressed in the same way as the KPI for that service is calculated and expressed in Schedule 3.

Approval: means the prior written approval of CQC.

Audit: means an audit carried out pursuant to clause 13.

Auditor: means the National Audit Office or an auditor appointed by the Audit Commission as the context requires.

Authorised Representative: means the persons respectively designated as such by CQC and the Service Provider, the first such persons being set out in clause 35.

Award Criteria: means the Standard Services Award Criteria and/or the Competed Services Award Criteria as the context requires.

Award Form: means a document setting out details of an Order for the provision of services by a Framework Provider in the form set out in Schedule 6.

Call-Off Terms and Conditions: means the terms and conditions in Schedule 7 or attached to the Contract.

Change of Control: means a change of control within the meaning of section 1124 of the Corporation Tax Act 2010.

Charges: means the charges which shall become due and payable by CQC to the Service Provider in respect of the Services as set out in Schedule 5 in accordance with the provisions of this Agreement.

Commencement Date: means 1st July 2024.

Competed Services: means the services that are subject to a further competition as set out in Schedule 1.

Competed Services Award Criteria: means the award criteria to be applied to Supplemental Tenders received through further competitions held for the award of Contracts for Competed Services as set out in Schedule 2 and the Award Form.

Complaint: means any formal complaint raised in relation to the Service Provider's conduct in respect of its performance of the Services or any Contract pursuant to this Agreement.

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 which would or would be likely to prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights, know-how of either Party and all personal data and sensitive data within the meaning of the DPA.

Contract: means a legally binding agreement (entered into pursuant to the provisions of this Agreement) for the provision of services between the Service Provider and CQC comprising an Award Form, its appendices and the Call-Off Terms and Conditions.

Controller: has the meaning given in the GDPR.

CQC's Premises: means the premises which are to be made available for use by the Service Provider for the provision of the Services on the terms set out in this Agreement.

CQC 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 Service Provider by or on behalf of the CQC or
 - (ii) which the Service Provider is required to generate, process, store or transmit pursuant to this Agreement and any Contract or
- (b) any Personal Data for which CQC is the Data Controller

Data Loss Event: means any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

Data Protection Impact Assessment: means an assessment by the Controller carried out in accordance with Section 3 of the UK GDPR and sections 64 and 65 of the DPA 2018.

Data Protection Legislation: means (i) all applicable UK law relating to the processing of personal data and privacy, including but not limited to the UK GDPR, and the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and (ii) (to the extent that it may be applicable) the EU GDPR). The UK GDPR and EU GDPR are defined in section 3 of the Data Protection Act 2018.

Data Protection Officer: has the meaning given in the UK GDPR.

Data Subject: has the meaning given in the UK GDPR.

Data Subject Access Request: means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to Data Protection Legislation to access their Personal Data.

Default: means any breach of the obligations of the relevant Party under a contract (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject matter of the contract and in respect of which such Party is liable to the other.

DPA: means Data Protection Act 2018.

Environmental Information Regulations: means the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

FAT Notice: means the contract notice with reference 2023/S 000-037168 which was published on Find A Tender on 18 December 2023.

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 Information Commissioner or relevant government department in relation to such legislation.

Framework: means the CQC multi-lot framework for procuring research and evaluation services.

Framework Agreement: means this agreement.

Framework Variation Procedure: means the procedure set out in Schedule 9.

Framework Providers: means the Service Provider and the other suppliers appointed as providers on the Framework under this Agreement.

Framework Term: means a period of 4 years (2 + 1 + 1) commencing on the Commencement Date including any extensions in accordance with clause 2.

Framework Year: means a period of 12 months commencing on the Commencement Date.

Guidance: means any guidance issued or updated by the UK government from time to time in relation to the Regulations or the Act.

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

Intellectual Property Rights: means patents, inventions, trade marks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including the United Kingdom) and the right to sue for passing off.

KPIs: means the key performance indicators set out in Schedule 3.

Law: means any law, 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, judgement of a relevant court of law, or directives or requirements with which the Processor is bound to comply

LED: the Law Enforcement Directive (Directive (EU) 2016/680).

Lots: means the services divided into lots as referred to in the Find A Tender Notice and Schedule 1 of this document.

Management Meetings: means the management meeting between the Parties to discuss the Services and Service Provider's performance.

Management Reports: means the report to be prepared and provided by the Service Provider in accordance with clause 12 to include a comparison of Achieved KPIs with the Target KPIs in the measurement period in question and measures to be taken to remedy any deficiency in Achieved KPIs.

Month: means a calendar month.

Necessary Consents: means all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the Services.

Order: means an order for services or instructions for specific work sent by CQC to a Framework Provider(s) in accordance with the award procedures in clause 4.

Party: means CQC or the Service Provider.

Personal Data / Personal Data Breach: take the meaning given in the UK GDPR.

Pricing Schedule: means the pricing information set out in Schedule 5.

Processor: take the meaning given in the UK GDPR.

Protective Measures: means appropriate technical and organisational measures designed to ensure compliance with obligations of the Parties arising under Data Protection Legislation and this Agreement, 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 such measures adopted by it.

Prohibited Act: the following constitute Prohibited Acts:

- (a) Termination
- (b) to directly or indirectly offer, promise or give any person working for or engaged by CQC 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;
- (c) 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 this Agreement;
- (d) committing any offence:
 - (i) under the Bribery Act 2010;
 - (ii) under legislation creating offences concerning fraudulent acts;
 - (iii) at common law concerning fraudulent acts relating to this Agreement or any other contract with CQC; or
- (e) defrauding, attempting to defraud or conspiring to defraud the

Regulations: means the Public Contracts Regulations 2015.

Regulatory Bodies: means those government departments 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 this Agreement or any other affairs of CQC.

Requests for Information: means a request for information or an apparent request under the FOIA or the Environmental Information Regulations.

Services: means the provision of research and evaluation services as set out in Schedule 1.

Service Commencement Date: means the date on which services under each Contract commences.

Service Credits: means the sums attributable to a Service Failure as specified in Schedule 3.

Service Failure: means a failure by the Service Provider to provide the Services in accordance with any Target KPI.

Service Level: level of service applicable to the provision of the Services as set out in Schedule 1 which is more particularly described in the Specification.

Service Provider's Lots: means the Lots to which the Service Provider has been appointed under this Agreement as set out in Schedule 2.

Service Provider's Personnel: means all employees, staff, other workers, agents and consultants of the Service Provider and of any Sub-Contractors who are engaged in the provision of the Services from time to time.

Service Provider's Tender: means the tender submitted by the Service Provider and other associated documentation set out in Schedule 4.

Service Participant: means individuals who are participants of or in some way affected by the Services provided under this Agreement.

Specification: means the requirements of CQC in respect of each Award Form.

Statement of Requirements: means the research and evaluation service requirements of CQC as set out in Schedule 1.

Standard Services: means the standard services referred to in Schedule 1 which are awarded without re-opening competition.

Standard Services Award Criteria: means the award criteria to be applied for the award of contracts for Standard Services as set out in Schedule 2.

Subcontract: means any contract between the Service Provider and a third party pursuant to which the Service Provider agrees to source the provision of any of the Services from that third party.

Subcontractor: means the contractor or service provider that enters into a Subcontract with the Service Provider.

Sub-processor: means any third Party appointed to process Personal Data on behalf of that Processor related to this Agreement.

Supplemental Tenders: means the document(s) submitted by the Service Provider to CQC for admission onto the Framework as supplemented by the documents submitted to CQC in response to CQC's Order.

Target KPI: the minimum level of performance for a KPI which is required by CQC as set out against the relevant KPI in Schedule 3.

Tender: means the tender submitted by the Framework Providers for admission onto the Framework.

Term: means the period commencing on the Commencement Date and ending on 30.06.2026 unless extended in accordance with clause 2.

Termination Date: means the date of expiry or termination of this Agreement.

UK GDPR: means the UK General Data Protection Regulation.

Working Days: means any day other than a Saturday, Sunday or public holiday in England and Wales.

Year: means a calendar year.

1.2 The interpretation and construction of this Agreement shall be subject to the following provisions:

- (a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- (b) words importing the masculine include the feminine and the neuter;
- (c) the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
- (d) references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- (e) references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
- (f) headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement;
- (g) the Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement shall include the Schedules;
- (h) references in this Agreement to any clause or sub-clause or Schedule without further designation shall be construed as a reference to the clause or sub-clause or Schedule to this Agreement so numbered;
- (i) references in this Agreement to any paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant Schedule to this Agreement so numbered; and
- (j) reference to a clause is a reference to the whole of that clause unless stated otherwise.

PART ONE: FRAMEWORK ARRANGEMENTS AND AWARD PROCEDURE

2. TERM OF FRAMEWORK AGREEMENT AND EXTENSION

- 2.1 The Agreement shall take effect on the Commencement Date and (unless it is terminated in accordance with the terms of this Agreement or is otherwise lawfully terminated) shall terminate at the end of the Term.
- 2.2 CQC may at its discretion choose to extend the Term by further periods of twelve (12) months plus 12 months.
- 2.3 If CQC wishes to exercise its option to extend the Term in accordance with clause 2.2 it shall notify the Service Provider in writing at least three (3) Months prior to the date on which the Term or any extension period would otherwise expire.

3. SCOPE OF FRAMEWORK AGREEMENT

- 3.1 This Agreement governs the relationship between CQC and the Service Provider in respect of the provision of the Services by the Service Provider to CQC. The Parties agree and acknowledge that CQC enters into this Agreement solely for itself.
- 3.2 CQC appoints the Service Provider as a Framework Provider of the Services and the Service Provider shall be eligible to receive Orders from CQC during the Framework Term at CQC's absolute discretion in accordance with the ordering procedure in clause 4.
- 3.3 The Service Provider acknowledges that, in entering into this Agreement, no form of exclusivity or volume guarantee has been granted by CQC for the Services and that CQC is at all times entitled to enter into other contracts and arrangements with other suppliers for the provision of any or all services which are the same as or similar to the Services.

4. AWARD PROCEDURES

Awards under the Framework Agreement

- 4.1 If CQC decides to source services through this Agreement then it may:
 - (a) satisfy its requirements for the Standard Services by awarding a Contract in accordance with the terms laid down in this Agreement without re-opening competition; or

- (b) satisfy its requirements for Competed Services by awarding a Contract following a further competition of the Framework Providers conducted in accordance with this Agreement.
- (c) If CQC can determine that its requirements can be met by a Framework Provider without undertaking a further competition, then CQC may place an Order for the Standard Services in accordance with the award procedure set out in clause 4.2 below.
- (d) If CQC requires the Framework Providers to develop a proposal or a solution in respect of CQC's requirements and/or it is not possible to determine which Framework Provider is able to provide best value for money, then CQC shall place an Order in accordance with the procedure set out in clause 4.3 below.

Standard Services (awards without re-opening competition)

- 4.2 If CQC orders Standard Services under this Agreement without re-opening competition it shall:
- (a) identify the relevant Lot which its Standard Services requirements fall into;
 - (b) communicate its requirements in writing to the chosen Framework Provider;
 - (c) apply the Standard Services Award Criteria for the Lot; and
 - (d) subject to CQC being satisfied with the chosen Framework Provider's response and the provisions of clause 4.5 below, make a direct order by submitting an Award Form to the chosen Framework Provider.

Competed Services (awards following further competitions)

- 4.3 If CQC orders Competed Services under this Agreement it shall:
- (a) identify the relevant Lot(s) that its Competed Services requirements fall into;
 - (b) identify the Framework Providers capable of performing the Contract for the Competed Services requirements;
 - (c) supplement and refine the Call-Off Terms and Conditions only to the extent permitted by and in accordance with the requirements of the Regulations and Guidance;
 - (d) invite tenders by conducting a further competition for its Competed Services requirements in accordance with the Regulations and Guidance and in particular:

- (i) consult in writing the Framework Providers capable of performing the Competed Services requirements and invite them within a specified time limit to submit Supplemental Tenders;
- (ii) set a time limit for the receipt by it of Supplemental Tenders which takes into account factors such as the complexity of the subject matter of the Order and the time needed to submit tenders; and
- (iii) keep each Supplemental Tender confidential until the expiry of the time limit for the receipt by it of Supplemental Tenders;
- (e) apply the Competed Services Award Criteria to any compliant Supplemental Tenders submitted through the further competition; and
- (f) subject to clause 4.5 place an Order with the successful Framework Provider by submitting an Award Form to it.

4.4 The Service Provider agrees that all Supplemental Tenders submitted by it in relation to any Order raised pursuant to this clause 4 shall remain open for acceptance by CQC for thirty (30) days (or such other period specified in the invitation to tender issued by CQC in accordance with this clause 4).

4.5 Notwithstanding the fact that CQC has followed the award procedures set out above for Standard Services or Competed Services, it may cancel, postpone, delay or end the procedure without placing an Order. Nothing in this Agreement shall oblige CQC to place any Order or enter into a contract.

Form of Order

4.6 Subject to clauses 4.1 to 4.5 above, CQC may place an Order with the Service Provider by serving an Award Form in substantially the form set out in Schedule 6 or such similar or analogous form agreed with the Service Provider.

Accepting and declining Orders or Calls for Further Competition

4.7 Following receipt of an Order for Standard Services or for Competed Services where the further competition has concluded, the Framework Provider shall promptly and in any event within a reasonable period determined by CQC and notified to the Framework Provider in writing at the same time as the submission of the Order (which in any event shall not exceed 3 (three) Working Days acknowledge receipt of the Order and either:

- (a) notify CQC in writing and with detailed reasons that it is unable to fulfil the Order; or
- (b) notify CQC that it is able to fulfil the Order by signing and returning the Award Form and allocating an order number to the Order.

4.7.1 In the case of an Order for Standard Services, if the Framework Provider modifies or imposes conditions on the fulfilment of the Order, then CQC may either:

- (a) reissue the Order incorporating the modifications or conditions; or
- (b) treat the Framework Provider's response as notification of its inability to fulfil the Order.

4.8 The Parties acknowledge and agree that the placement of an Order is an "invitation to treat" by CQC. Accordingly, the Framework Provider shall sign and return the Award Form which shall constitute its offer to CQC. CQC shall signal its acceptance of the Framework Provider's Supplemental Tender and the formation of a Contract by counter-signing the Award Form.

5. CONTRACT PERFORMANCE AND PRECEDENCE OF DOCUMENTS

5.1 The Service Provider shall perform all Contracts entered into with CQC in accordance with:

- (a) the requirements of this Agreement including Schedules;
- (b) the Specifications issued in all material respects; and
- (c) the terms and conditions of the respective Contracts.

5.2 In the event of, and only to the extent of, any conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of a Contract, such conflict or inconsistency shall be resolved according to the following order of priority:

- (a) the clauses of the Contract including schedules;
- (b) the Award Form including Annexes except Annex 2 (Supplemental Tender) to the Award Form;
- (c) the terms of this Agreement, the Schedules to this Agreement except Schedule 4 to this Agreement (the Service Provider's Tender), and Annex 2 (Supplemental Tender) to the Award Form;
- (d) any other document referred to in the clauses of the Contract; and

- (e) Schedule 4 to this Agreement (the Service Provider's Tender) and Annex 2 to the Award Form (Supplemental Tender)

unless any part of Schedule 4 to this Agreement (the Service Provider's Tender) or Annex 2 to the Award Form (Supplemental Tender) offers a better commercial position for CQC (as decided by CQC, in its absolute discretion), in which case that part of Schedule 4 or Annex 2 as applicable will take precedence over the documents above.

6. KPIs

- 6.1 Where any aspect of the Services is stated in Schedule 3 to be subject to a specific KPI, the Service Provider shall provide that service in such a manner as will ensure that the Achieved KPI in respect of that service is equal to or higher than such specific Target KPI.
- 6.2 As existing Services are varied and new services are added, Target KPIs for the same will be determined and included within Schedule 3. The KPIs in Schedule 3 will be more particularly described in the Specification by the Buyer as applicable to each Award Form.
- 6.3 The Service Provider shall provide records of and Management Reports summarising the Achieved KPIs as provided for in clause 12.
- 6.4 In the event that any Achieved KPI falls short of the relevant Target KPI, without prejudice to any other rights CQC may have, the provisions of clause 8 shall apply.

7. SERVICE STANDARDS

- 7.1 Without prejudice to clause 6, the Service Provider shall provide the Services, or procure that they are provided:
 - (a) with reasonable skill and care and in accordance with the best practice prevailing in the industry for the provision of research and evaluation from time to time;
 - (b) in all respects in accordance with CQC's policies and requirements set out in Schedule 1; and
 - (c) in accordance with all applicable Laws.

- 7.2 The Service Provider shall ensure that all Necessary Consents are in place to provide the Services and CQC shall not (unless otherwise agreed) incur any additional costs associated with obtaining, maintaining or complying with the same.
- 7.3 Where there is any conflict or inconsistency between the provisions of the Agreement and the requirements of a Necessary Consent, then the latter shall prevail, provided that the Service Provider has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the Services.
- 7.4 The Service Provider shall perform its obligations under this Agreement (including those in relation to the Services) in accordance with:
- (a) all applicable Law regarding health and safety; and
 - (b) where applicable, any health and safety policy of CQC whilst at CQC Premises.
- 7.5 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at CQC Premises of which it becomes aware and which relate to or arise in connection with the performance of this Agreement. The Service Provider shall instruct the Service Provider's Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.
- 7.6 Without limiting the general obligation set out in Clause 10, the Service Provider shall (and shall procure that the Service Provider's Personnel shall):
- (a) perform its obligations under this Agreement (including those in relation to the Services) 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) CQC's equality and diversity policy as provided to the Service Provider from time to time; and
 - (iii) any other requirements and instructions which CQC reasonably imposes in connection with any equality obligations imposed on CQC at any time under applicable equality law; and
 - (b) take all necessary steps, and inform CQC 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).

- (c) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement. The Service Provider shall also undertake, or refrain from undertaking, such acts as CQC requests so as to enable CQC to comply with its obligations under the Human Rights Act 1998.

7.7 The Service Provider shall, at no additional cost to CQC, and at the request of CQC monitor the representation among:

- (a) the Service Provider Personnel, and
- (b) the Service Participant

of persons having one of the different protected characteristics set out in the Equality Act 2010, having regard to CQC's own procedures for monitoring representation among its own employees.

8. SERVICE CREDITS

If the Service Provider commits a Service Failure, CQC shall deduct a Service Credit which shall be calculated in accordance with the provisions of this clause 8 and Schedule 3 and such deduction shall be made from the next succeeding payment due from CQC to the Service Provider after the Service Credit is found to be due and owing to CQC.

9. PRICES FOR SERVICES AND INTEREST

9.1 The prices offered by the Service Provider for Contracts with CQC for Standard Services shall be the prices listed in the Pricing Schedule for the relevant Lot and shall be paid in accordance with the provisions of Schedule 5.

9.2 The prices offered by the Service Provider for Contracts with CQC for Competed Services shall be based on the prices set out in the Pricing Schedule and Supplemental Tenders submitted in accordance with the requirements of the further competition held pursuant to clause 4.

SERVICE PROVIDER'S GENERAL FRAMEWORK OBLIGATIONS

10. WARRANTIES AND REPRESENTATIONS

The Service Provider warrants and represents to CQC that:

- (a) it has full capacity and authority and all Necessary Consents (including, where its procedures so require, the consent of its Parent Company) to enter into and to perform its obligations under this Agreement;
- (b) this Agreement is executed by a duly authorised representative of the Service Provider;
- (c) in entering into this Agreement or any Contract it has not committed any Prohibited Act;
- (d) as at the Commencement Date, all information, statements and representations contained in the Service Provider's Tender are true, accurate and not misleading save as may have been specifically disclosed in writing to CQC before the execution of this Agreement and it will promptly advise CQC of any fact, matter or circumstance of which it may become aware during the Framework Term that would render any such information, statement or representation to be false or misleading;
- (e) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets that will or might affect its ability to perform its obligations under this Agreement and any Contract which may be entered into with CQC;
- (f) it is not subject to any contractual obligation, compliance with which is likely to have an effect on its ability to perform its obligations under this Agreement and any Contract;
- (g) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Service Provider 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 Service Provider's assets or revenue.
- (h) as at the Commencement Date all information given by the Service Provider to CQC in connection with its capacity to perform the Services remains true, accurate, and that it shall promptly notify CQC in writing if it becomes aware during the performance of this Agreement of any inaccuracies in any information provided by it to CQC during such due diligence which materially and adversely affects its ability to perform the Services or meet any Target KPIs;
- (i) it has had an opportunity to carry out a thorough due diligence exercise in relation to the Services and has asked CQC and has received all information from CQC that it considers to be relevant for the purpose of establishing

whether it is able to provide the Services in accordance with the terms of this Agreement; and

- (j) it shall not be entitled to recover any additional costs from CQC which arise from, and shall not be entitled to be relieved from any of its obligations as a result of, any matters or inaccuracies notified to CQC by the Service Provider in accordance with this Agreement save where such additional costs or adverse effect on performance have been caused by the Service Provider having been provided with fundamentally misleading information by or on behalf of CQC and the Service Provider could not reasonably have known that the information was incorrect or misleading at the time such information was provided. If this exception applies, the Service Provider shall be entitled to recover its reasonable additional costs from CQC or shall be relieved from performance of certain obligations.

11. SERVICE PRE-REQUISITES

The Service Provider shall be responsible for obtaining all licences, authorisations, consents or permits required in relation to the performance of this Agreement and any Contract.

SERVICE PROVIDER'S INFORMATION OBLIGATIONS

12. REPORTING, MONITORING AND MEETINGS

- 12.1 Upon CQC's request the Service Provider shall submit Management Reports to CQC in any form reasonably required by CQC throughout the Framework Term.
- 12.2 The Authorised Representatives shall hold regular Management Meetings as reasonably requested by CQC and, if requested by CQC, the Service Provider shall, at each meeting, present its previously circulated Management Reports.
- 12.3 CQC may make changes to the nature of the performance and quality monitoring information that the Service Provider is required to supply and shall give the Service Provider at least one month's written notice of any changes.

13. RECORDS AND AUDIT ACCESS

- 13.1 The Service Provider shall keep and maintain until twelve years after the date of termination or expiry (whichever is the earlier) of this Agreement (or as long a period

as may be agreed between the Parties), full and accurate records and accounts of the operation of this Agreement including the Services provided under it, the Contracts entered into with CQC and the amounts paid by CQC.

- 13.2 The Service Provider shall keep the records and accounts referred to in clause 13.1 above in accordance with good accountancy practice.
- 13.3 The Service Provider shall afford CQC or the Auditor (or both) such access to such records and accounts as may be required from time to time.
- 13.4 The Service Provider shall provide such records and accounts (together with copies of the Service Provider's published accounts) during the Framework Term and for a period of twelve years after expiry of the Framework Term to CQC and the Auditor.
- 13.5 CQC shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Service Provider or delay the provision of the Services pursuant to the Contracts, save insofar as the Service Provider accepts and acknowledges that control over the conduct of Audits carried out by the Auditor is outside of the control of CQC.
- 13.6 Subject to CQC's rights of confidentiality, the Service Provider shall on demand provide the Auditor with all reasonable co-operation and assistance in relation to each Audit, including:
 - (a) all information requested by the Auditor within the scope of the Audit;
 - (b) reasonable access to sites controlled by the Service Provider and to equipment used in the provision of the Services; and
 - (c) access to the Staff.
- 13.7 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 13, unless the Audit reveals a material Default by the Service Provider in which case the Service Provider shall reimburse CQC for CQC's reasonable costs incurred in relation to the Audit.

14. CONFIDENTIALITY

- 14.1 Subject to clause 14.2, the Parties shall keep confidential the Confidential Information of the other Party and shall use all reasonable endeavours to prevent their

representatives from making any disclosure to any person of any matters relating hereto.

14.2 Clause 14.1 shall not apply to any disclosure of information:

- (a) required by any applicable law, provided that clause 17.1 shall apply to any disclosures required under the FOIA or the Environmental Information Regulations;
- (b) that is reasonably required by persons engaged by a Party in the performance of that Party's obligations under this Agreement;
- (c) where a Party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 14.1;
- (d) by CQC of any document to which it is a party and which the Parties to this Agreement have agreed contains no Confidential Information;
- (e) to enable a determination to be made under clause 24.
- (f) which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party, and the disclosing party is not under any obligation of confidence in respect of that information;
- (g) by CQC to any other department, office or agency of the government, provided that CQC informs the recipient of any duty of confidence owed in respect of the information; and
- (h) by CQC relating to this Agreement and in respect of which the Service Provider has given its prior written consent to disclosure.

14A CQC Data

- 14A.1 The Service Provider shall not delete or remove any proprietary notices contained within or relating to the CQC Data.
- 14A.2 The Service Provider shall not store, copy, disclose, or use the CQC Data except as necessary for the performance by the Service Provider of its obligations under this Contract or as otherwise expressly authorised in writing by the Authority.
- 14A.3 To the extent that CQC Data is held and/or Processed by the Service Provider, the Service Provider shall supply CQC Data to CQC as requested by CQC in the format specified in the Statement of Requirements and Specification.

- 14A.4 The Service Provider shall preserve the integrity of any CQC Data provided and prevent the corruption or loss of CQC Data.
- 14A.5 The Service Provider shall perform secure back-ups of all CQC Data and shall ensure that up-to-date back-ups are stored securely. The Service Provider shall ensure that such back-ups are made available to CQC immediately upon request.
- 14A.6 The Service Provider shall ensure that any system on which the Service Provider holds any CQC Data, including back-up data, is a secure system that complies with the Security Policy Framework.
- 14A.7 If CQC Data is corrupted, lost or sufficiently degraded as a result of the Service Provider's Default so as to be unusable, CQC may:
- (a) require the Service Provider (at the Service Provider's expense) to restore or procure the restoration of CQC Data and the Contractor shall do so promptly; and/or
 - (b) itself restore or procure the restoration of any CQC Data, and shall be repaid by the Service Provider any reasonable expenses incurred in doing so.
- 14A.8 If at any time the Service Provider suspects or has reason to believe that CQC Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Service Provider shall notify CQC immediately and inform CQC of the remedial action the Service Provider proposes to take.

15. INDEMNITY

- 15.1 Subject to clause 15.2, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless CQC (including its respective employees, sub-contractors and agents) (the "**Indemnified Party**") against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever whether arising in tort (including negligence) default, or breach of this Agreement which the Indemnified Party incurs or suffers as a consequence of any direct or indirect breach or any negligent performance of this Agreement or any relevant Contract by the Service Provider (or any of its employees, agents or sub-contractors) (including in each case any non-performance or delay in performance of this Agreement) or of any breach of statutory duty, misrepresentation or misstatement by the Service Provider (or any of the Service Provider's Personnel or Sub-contractors).
- (a) The Service Provider is not responsible for and shall not indemnify CQC pursuant to clause 15.1 to the extent that such losses are caused by or arises from any negligence, breach of this Agreement or applicable law by CQC

including by any of its representatives, employees or agents (excluding the Service Provider's Personnel).

15.2 INSURANCES

- (i) The Service Provider shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing as a minimum the following levels of cover:
 - (a) public liability insurance with a limit of indemnity of not less than **£1m** in relation to any one claim or series of claims;
 - (b) employer's liability insurance with a limit of indemnity of not less than **£5m** OR in accordance with any legal requirement for the time being in force in relation to any one claim or series of claims; and
 - (c) professional indemnity insurance with a limit of indemnity of not less than **£1m** in relation to any one claim or series of claims and shall ensure that any professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain appropriate cover.

(the **Required Insurances**). The cover shall be in respect of all risks which may be incurred by the Service Provider, arising out of the Service Provider's performance of the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Service Provider.

- (ii) The Service Provider shall give CQC, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- (iii) If, for whatever reason, the Service Provider fails to give effect to and maintain the Required Insurances, CQC may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Service Provider.
- (iv) The terms of any insurance or the amount of cover shall not relieve the Service Provider of any liabilities under the Contract.

- (v) The Service Provider shall hold and maintain the Required Insurances for a minimum of six years following the expiry or earlier termination of this Agreement.

16. DATA PROTECTION

- 16.1 The Service Provider shall (and shall procure that any of its staff involved in the provision of the Agreement shall) comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA, which arise in connection with the Agreement.
- 16.2 The Parties agree that they will comply with the provisions on Processing, Personal Data and Data Subjects in Schedule 7 (Call-off Terms and Conditions).
- 16.3 The Parties shall at all times comply with their respective obligations under the Data Protection Legislation.
- 16.4 Nothing in this Agreement shall be construed as requiring the Parties to be in breach of any of their obligations under the Data Protection Legislation.

17. FREEDOM OF INFORMATION

- 17.1 The Service Provider acknowledges that CQC is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and co-operate with CQC (at the Service Provider's expense) to enable CQC to comply with these information disclosure requirements.
- 17.2 The Service Provider shall and shall procure that its Subcontractors shall:
 - (a) transfer any Request for Information to CQC as soon as practicable after receipt and in any event within two Working Days of receiving a Request for Information;
 - (b) provide CQC with a copy of all Information in its possession or power in the form that CQC requires within five Working Days (or such other period as CQC may specify) of CQC requesting that Information; and
 - (c) provide all necessary assistance as reasonably requested by CQC to enable CQC to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

17.3 In no event shall the Service Provider respond directly to a Request for Information unless expressly authorised to do so by CQC.

17.4 The Service Provider acknowledges that CQC may (acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004) (**Code**)) be obliged under the FOIA or the Environmental Information Regulations to disclose Information:

- (a) without consulting with the Service Provider; or
- (b) following consultation with the Service Provider and having taken its views into account,

provided always that where clause 17.4(a) applies CQC shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Service Provider advance notice, or failing that, to draw the disclosure to the Service Provider's attention after any such disclosure.

17.5 The Service Provider shall ensure that all Information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and shall permit CQC to inspect such records as requested from time to time.

17.6 The Service Provider acknowledges that any lists or schedules provided by it outlining Confidential Information in Schedule 8 are of indicative value only and that CQC may nevertheless be obliged to disclose Confidential Information in accordance with clause 17.4.

18. PUBLICITY

18.1 Unless otherwise directed by CQC, the Service Provider shall not make any press announcements or publicise this Agreement in any way without CQC's prior written consent.

18.2 CQC shall be entitled to publicise this Agreement in accordance with any legal obligation on CQC including any examination of this Agreement by the Auditor or otherwise.

18.3 The Service Provider shall not do anything that may damage the reputation of CQC or bring CQC into disrepute.

19. GUARANTEE - NOT USED

FRAMEWORK AGREEMENT TERMINATION AND SUSPENSION

20. TERMINATION

Termination on Default

20.1 CQC may terminate the Agreement by serving written notice on the Service Provider with effect from the date specified in such notice where:

- (a) the Service Provider commits a material breach and:
 - (i) the Service Provider has not remedied the material breach to the satisfaction of CQC within twenty (20) Working Days, or such other period as may be specified by CQC, after issue of a written notice specifying the material breach and requesting it to be remedied; or
 - (ii) the material breach is not, in the reasonable opinion of CQC, capable of remedy;
- (b) where any warranty given in clause 10 of this Agreement is found to be untrue or misleading; or
- (c) there is a material detrimental change in the Service Provider's financial standing and/or credit rating which adversely affects the Service Provider's ability to supply the Services.

20.2 In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

Termination on Change of Control

20.3 The Service Provider shall notify CQC immediately if the Service Provider undergoes a Change of Control. CQC may terminate this Agreement by giving notice in writing to the Service Provider with immediate effect within six Months of:

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

but shall not be permitted to terminate where an Approval was granted before the Change of Control.

Termination on notice

- 20.4 CQC shall have the right to terminate this Agreement, or to terminate the provision of any part of the Agreement at any time by giving three (3) Months' written notice to the Service Provider.
- 20.5 The termination of this Agreement by CQC pursuant to clause 20.4 may shall not cause any Contracts to terminate automatically. All Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms.
- 20.6 CQC may terminate the Agreement by giving to the Service Provider at least 1 Months' notice in writing where there is a change in government policy or a change in law which means that, in the opinion of CQC acting reasonably, the Services are no longer required or are no longer affordable to CQC.

21. SUSPENSION OF SERVICE PROVIDER'S APPOINTMENT

Without prejudice to CQC's rights to terminate the Agreement in clause 20 above, if a right to terminate this Agreement arises in accordance with clause 20, CQC may suspend the Service Provider's right to receive Orders in respect of any or all of the Service Provider's Lots by giving notice in writing to the Service Provider. If CQC provides notice to the Service Provider in accordance with this clause 21, the Service Provider's appointment shall be suspended for the period set out in the notice or such other period notified to the Service Provider by CQC in writing from time to time.

22. CONSEQUENCES OF TERMINATION AND EXPIRY

- 22.1 Notwithstanding the service of a notice to terminate the Agreement, the Service Provider shall continue to fulfil its obligations under the Agreement until the date of expiry or termination of the Agreement or such other date as required under this clause 22.
- 22.2 Unless expressly stated to the contrary, the service of a notice to terminate the Agreement shall not operate as a notice to terminate any Contract made under the Agreement. Termination or expiry of the Agreement shall not cause any Contracts to

terminate automatically. For the avoidance of doubt, all Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms.

- 22.3 Within 30 (thirty) Working Days of the date of termination or expiry of the Agreement, the Service Provider shall return or destroy at the request of CQC all CQC Data to CQC or its personnel or Confidential Information belonging to CQC in the Service Provider's possession, power or control, either in its then current format or in a format nominated by CQC (in which event CQC will reimburse the Service Provider's reasonable data conversion expenses), together with all training manuals and other related documentation, and any other information and all copies thereof owned by CQC, save that it may keep one copy of any such data or information for a period of up to 12 (twelve) Months to comply with its obligations under the Agreement, or such period as is necessary for such compliance.
- 22.4 Termination or expiry of this Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Agreement before termination or expiry.
- 22.5 The provisions of clause 9, clause 13, clause 14, clause 14A, clause 15, clause 15A, clause 16, clause 17, clause 18, clause 20, clause 22, clause 25, and clause 35 shall survive the termination or expiry of the Agreement, together with any other provision which is either expressed to or by implication is intended to survive termination.

23. COMPLAINTS HANDLING AND RESOLUTION

- 23.1 In the event of any Complaint made by a Service Participant, the Service Provider shall notify CQC of the Complaint within 2 (two) Working Days of becoming aware of that Complaint and such notice shall contain full details of the Service Provider's plans to resolve such Complaint.
- 23.2 Without prejudice to any rights and remedies that a complainant may have at Law, and without prejudice to any obligation of the Service Provider to take remedial action under the provisions of the Agreement or the Contract, the Service Provider shall use its best endeavours to resolve the Complaint within 20 (twenty) Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.

24. DISPUTE RESOLUTION

- 24.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (**Dispute**) then the Parties shall follow the procedure set out in this Clause:
- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Authorised Representatives shall attempt in good faith to resolve the Dispute;
 - (b) if the Authorised Representatives are for any reason unable to resolve the Dispute within 30 (thirty) days of service of the Dispute Notice, the Dispute shall be referred to **CQC's Director of Finance, Commercial & Workplace** and the Service Provider's senior personnel, **INSERT** who shall attempt in good faith to resolve it; and
 - (c) if **CQC's Director of Finance, Commercial & Workplace** and the Service Provider's senior personnel, **INSERT**, are for any reason unable to resolve the Dispute within 30 (thirty) days of it being referred to them, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 30 (thirty) days after the date of the ADR notice.
- 24.2 The commencement of mediation shall not prevent the Parties commencing or continuing court or arbitration proceedings in relation to the Dispute under clause 36 which clause shall apply at all times.
- 24.3 If the Dispute is not resolved within 60 (sixty) days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 60 (sixty) days, or the mediation terminates before the expiration of the said period of 60 (sixty) days, the Dispute shall be finally resolved by the courts of England and Wales.

GENERAL PROVISIONS

25. PREVENTION OF BRIBERY

25.1 The Service Provider:

- (a) shall not, and shall procure that its Staff and all Sub-Contractor's Personnel shall not, in connection with this Agreement and any Contract made under it commit a Prohibited Act; and
- (b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by CQC, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to CQC before execution of this Agreement.

25.2 The Service Provider shall:

- (a) if requested, provide CQC with any reasonable assistance, at CQC's reasonable cost, to enable CQC to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010; and
- (b) within 60 (sixty) Working Days of the Commencement Date, and annually thereafter, certify to CQC in writing (such certification to be signed by an officer of the Service Provider) compliance with this clause 25 by the Service Provider and all persons associated with it or other persons who are supplying goods or services in connection with this Agreement. The Service Provider shall provide such supporting evidence of compliance as CQC may reasonably request.

25.3 The Service Provider shall have an anti-bribery policy (which shall be disclosed to CQC) to prevent any Staff or Sub-Contractors from committing a Prohibited Act and shall enforce it where appropriate.

25.4 If any breach of clause 25.1 is suspected or known, the Service Provider must notify CQC immediately.

25.5 If the Service Provider notifies CQC that it suspects or knows that there may be a breach of clause 25, the Service Provider must respond promptly to CQC's enquiries, co-operate with any investigation, and allow CQC to audit books, records and any other relevant documents.

- 25.6 CQC may terminate this Agreement by written notice with immediate effect if the Service Provider, its Staff or Sub-Contractor (in all cases whether or not acting with the Service Provider's knowledge) breaches clause 25.1.
- 25.7 Any notice of termination under clause 25.6 must specify:
- (a) the nature of the Prohibited Act;
 - (b) the identity of the party whom CQC believes has committed the Prohibited Act; and
 - (c) the date on which this Agreement will terminate.
- 25.8 Despite clause 25, any dispute relating to:
- (a) the interpretation of this clause 25; or
 - (b) the amount or value of any gift, consideration or commission,
- shall be determined by CQC and its decision shall be final and conclusive.
- 25.9 Any termination under this clause 25 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to CQC.

26. SUBCONTRACTING AND ASSIGNMENT

- 26.1 Subject to clause 26.2, neither party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Agreement without the prior written consent of the other party, neither may the Service Provider subcontract the whole or any part of its obligations under this Agreement except with the express prior written consent of CQC, such consent not to be unreasonably withheld.
- 26.2 CQC shall be entitled to novate the Agreement to any other body which substantially performs any of the functions that previously had been performed by CQC or which substantially performs the functions of CQC, provided that any such assignment, novation or other disposal shall not increase the burden of the Service Provider's obligations under the Agreement or any Contract.

27. VARIATIONS AND CONTINUOUS IMPROVEMENT

- 27.1 Any variations to the Agreement must be made only in accordance with the Framework Variation Procedure set out in Schedule 9.

28. NOT USED

29. NOT USED

30. **THIRD PARTY RIGHTS**

30.1 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

30.2 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

31. **SEVERANCE**

31.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

31.2 If one party gives notice to the other of the possibility that any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

32. **RIGHTS AND REMEDIES**

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

33. **WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

34. ENTIRE AGREEMENT

- 34.1 This Agreement, the schedules and the documents annexed to it or otherwise referred to in it contain the whole agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, arrangements and understandings between the Parties relating to that subject matter, provided that nothing in this clause 34 shall operate to exclude any liability for fraud.
- 34.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

35. NOTICES

- 35.1 Except as otherwise expressly provided within this Agreement, no notice or other communication from one Party to the other shall have any validity under the Agreement unless made in writing by or on behalf of the Party sending the communication.
- 35.2 Any notice or other communication which is to be given by any Party shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), or by e-mail (confirmed by letter). Such letters shall be addressed to the other Party in the manner referred to in clause 35.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given 2 (two) Working Days after the day on which the letter was posted, or at 9 am on the next Working Day in the case of e-mail or sooner where the other Party acknowledges receipt of such letters, or e-mail.
- 35.3 For the purposes of clause 35.2, the address of each Party shall be:
- (a) For CQC:
CQC's Authorised Representative **INSERT**
Address: City Gate, Gallowgate, Newcastle Upon Tyne, NE1 4PA
For the attention of: **INSERT**
E-mail: **INSERT**

(b) For the Service Provider: **INSERT**

The Service Provider's Authorised Representative **INSERT**

Address: **INSERT**

For the attention of: **INSERT**

E-mail: **INSERT**

35.4 Either Party may change its address for service by serving a written notice on the other in accordance with this clause.

36. GOVERNING LAW AND JURISDICTION

36.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

36.2 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date stated at the beginning of it.

IN WITNESS of which this Contract has been duly executed by the parties.

SIGNED for and on behalf of **CARE QUALITY COMMISSION**

Authorised Signatory:

SIGNED for and on behalf of **INSERT**

Authorised Signatory 1:

Authorised Signatory 2:

Schedule 1: Statement of Requirements

APPENDIX A: STATEMENT OF REQUIREMENTS

1 EXECUTIVE SUMMARY

The Care Quality Commission (CQC) is the independent regulator of health and social care in England. CQC make sure health and social care services provide people with safe, effective, compassionate, high-quality care and we encourage care services to improve. We do this by registering, monitoring, inspection and rating, enforcement and using our independent voice.

In 2021 CQC published its strategy for the changing world of health and social care. The strategy aims to make our regulation more relevant to the way care is now delivered, more flexible to manage risk and uncertainty, and it will enable CQC to respond in a quicker and more proportionate way as the health and care environment continues to evolve.

As part of this strategy, we committed to invest in research and make better use of external evidence to have a better understanding of the conditions that drive quality improvement, including evidence and best practice from other industries. We also said we would use the best available evidence to inform our approach to regulation and embed a culture of learning and evaluation in CQC.

To deliver on this commitment we have launched a research programme to help us to:

- understand what makes a good service and how we can help providers improve.
- become a smarter and more flexible regulator.
- check and understand our impact.

The programme is designed to provide good quality research and evaluation to inform decisions on how we deliver our purpose, our approach to regulation, and our priorities. We share our research externally to create change and improvement in health and social care for the benefit of people.

In addition, as part of our independent voice and strategic priorities, we deliver analysis and insight to better understand the quality and safety of health and social care services, as well as people's experiences of using services.

We have a statutory duty to consult before making substantial and significant changes or revisions to:

- CQC's statement on user involvement.
- Guidance as to compliance with the requirement of regulations.
- Publication of indicators, statement of frequency and methods of assessment relating to our reviews and performance assessments.
- Inspection programmes and inspection frameworks.
- Guidance by the Commission in relation to enforcement action.
- Publication of programme of reviews etc.
- Assessment of financial sustainability of care providers.
- Code of practice on confidential personal information.
- Fees.

In some cases, this may include a full public consultation, in other cases specific groups will be consulted.

Healthwatch England is the statutory champion for patients and social care users in England. We are a statutory committee of the CQC. Our main statutory duties include identifying and raising concerns about people's access to and experience of social care with Government and the NHS in order to improve services.

To support with CQC's research programme, bespoke analysis insight for strategic priorities, analysis of responses from statutory consultations, as well as Healthwatch England's work to escalate concerns and provide advice about health and social care we are setting up a multi-lot CQC Research and Evaluation Procurement Framework. The framework will initially last for two years, with the option to extend it for twelve months twice, up to a maximum of 4 years.

Throughout this document we refer to the "Authority" to mean the organisation procuring services from the framework.

We refer to "Suppliers" to mean organisations who can be appointed on to the framework.

2 THE REQUIREMENT

CQC are seeking suppliers to apply to join the multi-lot CQC Research and Evaluation Procurement Framework.

The framework will be in three parts:

- Part A: Call-off partnerships (Lots 1 to 3).
- Part B: Thematic Lots (Lots 4 to 9).
- Part C: Methodological Lots (Lots 10 to 11).

Suppliers may apply to be on one or more parts of the framework.

2.1 Part A: Call-off Partnerships

Part A of the framework will include three single supplier lots:

Lot 1: Research partner.

CQC are seeking a research organisation or agency to become our research partner.

CQC require the research partner to have expertise in, and experience of undertaking work on, the subjects of:

- Local health and care systems.
- Wider determinants of health.
- Addressing inequalities in the access to, experiences of, and outcomes from health and social care.
- Involving people in health and social care.
- Regulation of health and care.

The supplier who becomes CQC's research partner will have:

- Strong connections with organisations across health and social care and experience of building collaborations.
- A skilled and experienced team of researchers, evaluators, and analysts.
- Experience of turning research and evidence into impact on health and social care for the benefit of people.

We would call-off research and evaluation or other statements of works from the research partner. This may include:

- Scoping of research and evaluation questions and projects.
- Delivery of research and/or evaluation projects.
- Identification of, and linking with, other related research activity across the health and care landscape.
- Support with the development of research collaborations and co-funding relationships between CQC and others.
- Research events and other dissemination activities.
- Work to translate research into products or outputs to be used by different audiences and implement findings to bring about improvement in health and care.

Lot 2: Academic partner.

We are seeking an academic team to be our academic partner on the research programme. The academic team can be from one or more academic institution, although one institution would need to be the lead partner.

We require the academic partner to have expertise in, and experience of undertaking work on, the subjects of:

- Quality in health and adult social care (and the measurement thereof).
- Safety in health and adult social care (and the measurement thereof).
- Inequalities in health and social care.
- Quality improvement and innovation in a health and social care context.
- Patient and public involvement in research.

The academic partner will have:

- A skilled and experienced team of researchers and evaluators.
- Strong academic standing, including having peer-reviewed publications on the topics of quality, safety and improvement in health and social care.
- Strong connections with other organisations and academic institutions in the health and social care field, including experience of building collaborations.
- Experience of turning research and evidence into impact on health and social care for the benefit of people.
- A good understanding of the political, statutory, regulatory, and societal context around health and social care in England.

We would call-off research and evaluation or other statements of works from the academic partner. This may include:

- Scoping of research and evaluation questions and projects.
- Research and/ or evaluation projects.
- Identification of, and linking with, other related research activity on relevant topics.
- Support with the development of research collaborations and co-funding relationships between CQC and others.
- Support to access other funding sources.
- Research events and other dissemination activities.
- Work to translate research into products or outputs to be used by different audiences and implement findings to bring about improvement in health and care.

We will look to fund or co-fund PhD studentships through our academic partner.

Lot 3: Consultation partner.

We are seeking a consultation partner to support delivery of consultations and analysis of responses received.

The successful supplier will have a range of skills and experience including:

- Understanding of CQC's role and its relationship with other parts of the health and social care landscape.
- An understanding of the requirement of a public sector consultation process.
- Experience of supporting the design and development of national consultations including the production of consultation questions, discussion guides and other consultation materials and tools.
- A strong track record in qualitative and quantitative analysis methods and tools.
- A strong track record in delivering a robust and full analysis of feedback to formal consultations from a range of data sources.
- A good understanding of quality assurance processes and methods.
- Substantial experience in communicating results to internal and external audiences in effective and meaningful ways.
- Strong stakeholder skills.

We would call-off consultation analysis or other statements of work from the consultation partner. This may include:

- Analysis of pre-consultation feedback. This may include feedback from social media, co-production sessions with providers or users of care services, feedback from stakeholder interviews or focus groups, materials from any relevant previous consultations, or outputs from pilot activity already undertaken.
- Advice and guidance in the drafting of consultation questions.
- Conducting focus groups or other consultation events to gather feedback from stakeholders.
- Analysis of quantitative and qualitative data gathered as part of the consultation from a range of sources.
- Delivery of a final report that can be published as part of CQC's overall consultation response.

2.2 Part B: Thematic Lots

Part B of the framework includes 6 Thematic Lots:

Lot 4: Safety, improvement and regulation in health and social care.

Through this lot we will procure research and evaluation on the topics of safety, improvement, regulation and assessing quality in health and social care. This may include research and evaluation on topics such as:

- What good practice looks like in providing care for different population groups, in different sectors, service types and settings.
- Features of good safety and improvement cultures, and the conditions that support them to develop.
- Conditions supporting safe, effective, and impactful innovation in health and social care.
- Effective assessment of quality, safety and improvement cultures in different health and care sectors, service types, and settings.
- Relationships between regulation and improvement and innovation in health and care provision.

- Factors impacting the effectiveness of regulatory methods for assessing quality and encouraging improvement in care.
- Methods for identifying risks to people who use health and care services.
- The impact of our regulation on provider and system quality.

Lot 5: Reducing inequalities in health and social care.

Through this lot we will procure research and evaluation the topics of equity, equality and inequalities in health and care access, experience, and outcomes. This may include research and evaluation on topics such as:

- How local systems address inequalities and understand the needs of their local populations.
- What works when addressing inequalities for different population groups, in different sectors, service types and settings.
- Approaches to identifying and understanding inequalities in care, and assessment of services' ability to tackle these.
- Detecting poor care in settings where people are unable to speak up for themselves.

Lot 6: Local health and social care systems, integration, and joined-up care.

Through this lot we will procure research and evaluation on health and care systems, including integrated care systems and local authorities. We will procure research on integration, on care pathways and on the provision of joined up care. This may include research and evaluation on topics such as:

- Effective and impactful assessment of integrated care systems.
- Assessing Local authority responsibilities for adult social care.
- Conditions that support health and social care systems to work well and improve quality.
- Effective regulation in a system context.
- How to drive improvement in integrated care systems to ensure joined up care.

Lot 7: Involving people in health and social care and understanding people's experiences of care.

Through this lot we will procure research and evaluation to better understand how to involve people in regulatory processes, in decisions about their care, and in developing health and

care services and local systems. We will also procure research and evaluation to better understand people's experiences of accessing and using care. This may include research and evaluation on topics such as:

- Assessing the ability of local systems to meaningfully engage with their local populations.
- Best practice on involving people in their care.
- Effective approaches to capture and utilise the voices of people in our regulatory assessments, including those who are more likely to receive poor care.
- People's access to, and experiences of care in specific sectors, service types and settings.

Lot 8: Organisational improvement and culture.

Through this lot we will procure research and evaluation on how to be an effective learning organisation. This may include research and evaluation on topics such as:

- Organisational development.
- Empowering employee voice.
- Organisational cultures that promote learning and improvement.
- Effective management of change within the workplace.
- Creating an inclusive workplace.

Lot 9: Effective social care.

Through this lot we will procure research and evaluation on adult social care provided in care homes, care in people's own homes and other settings. This may include research and evaluation on topics such as:

- Effective care for specific groups or those with specific needs in different settings.
- Effective assessment of care in adult social care settings.
- Ensuring people are supported to live their best lives through adult social care.
- Promoting and protecting human rights within adult social care settings and services.

Potential suppliers applying to be on Lots 4 to 9 must demonstrate strong research and evaluation skills, with experience of using a variety of methods and approaches. They must show strong analysis skills and experience of producing credible research outputs.

They must also have expertise in and previous experience of undertaking research applicable to the theme of any lot to which they apply.

These lots will be used to commission work for the research programme, as well as for bespoke research and insight projects. These lots are likely to include a range of different research methodologies.

Suppliers can apply to be on one, more than one, or all the lots in Part B of the framework. There will be a maximum of 15 suppliers per lot in Part B of the framework.

Once the framework is established research or evaluation will be procured on Lots 4 to 9 by further-competition or through direct award.

Where research themes and/or methodology spans multiple Lots, competitions may be open to all applicable Lots on Part B and Part C of the framework.

2.3 Part C: Methodological Lots

Part C of the framework consists of 2 Methodological Lots.

Lot 10: Polling and surveys.

Through this lot we will procure surveys and polling, of the population of England and of specific stakeholder groups. This may be to supplement other qualitative data.

All potential suppliers applying to be on Lot 10 must be able to:

- Undertake surveys of a national representation of the population of England, including in relation to age, gender, ethnicity, region and disability and long-term condition as standard.
- Include a boost sample in surveys and polls from one or more specified groups to allow comparison between that group and others.
- Undertake feasibility checks for polls on specific topics, e.g., incidence of elective surgery being cancelled in last six months.
- Have systems and processes for robust quality checks to be in place when conducting polls and surveys.

Suppliers must also be able to deliver at least one of the following:

- Deliver Computer Assisted Telephone Interviewing (CATI) on top of gathering online responses. If this is done via a subcontractor, details of how this would work would need to be provided.
- Undertake quantitative research with at least one hard-to-reach group, including children and young people, ethnic minorities, people on lower incomes and others who are more likely to receive poor care.
- Undertake business or stakeholder survey research with relevant audiences to CQC e.g. health and social care, stakeholders, parliamentarians or professionals.

There will be a maximum of 15 suppliers on Lot 10.

Once the framework is established research or evaluation will be procured on Lot 10 by further-competition or through direct award.

Where research themes and/or methodology spans multiple Lots, competitions may be open to all applicable Lots on Part B and Part C of the framework.

Lot 11: Artificial Intelligence

Through this lot we will procure specific methodological support on the usage of Artificial Intelligence and Data Science methods in relation to regulation of health and social care. This may include specific methodological support on research areas including:

- Large Language Models and Generative Artificial Intelligence.
- Natural Language Processing.
- Deep Learning.
- Reinforcement Learning.
- Digital Twins and Simulation.

All potential suppliers applying on Lot 11 must be able to:

- Produce high quality research with impact, with a strong evidence base of peer reviewed publications.
- Provide a skilled and experienced team with specific methodological expertise in one or more technical areas of artificial intelligence.
- Show strong connections with other relevant organisations or academic institutions in the domain of Artificial Intelligence.

There will be a maximum of 5 suppliers on Lot 11.

Once the framework is established research or evaluation will be procured on Lot 11 by further-competition or through direct award.

Where research themes and/or methodology spans multiple Lots, competitions may be open to all applicable Lots on Part B and Part C of the framework.

3 COST ENVELOPE

Cost Envelope
<p>The anticipated annual value of the framework is:</p> <ul style="list-style-type: none">- £2,000,000 per annum (including VAT).- £1,666,667 per annum (excluding VAT) <p>The maximum total value of the framework over the 4-year term is:</p> <ul style="list-style-type: none">- £8,000,000 per annum (including VAT).- £6,666,667 per annum (excluding VAT) <p>The estimated annual spend across each Part of the framework will be:</p> <ul style="list-style-type: none">• Part A of the framework has an estimated total value of £750,000 per annum (including VAT).• Part B and C of the framework have a combined estimated total value of £1,250,000 per annum (including VAT). <p>Please note: The spend for each of Part A, B & C may vary but the maximum spend over the full term of the framework will be no more than £8,000,000 (including VAT).</p>

4 DURATION OF FRAMEWORK

Start Date	End Date	Extension Options (If Applicable)
01/07/2024	30/06/2026	+1 year until 30/06/2027
		+1 year until 30/06/2028

5 AUTHORITY RESPONSIBILITIES

The Authority will ensure all milestone payments are made promptly in line with the contract.

6 SUPPLIER RESPONSIBILITIES

The supplier shall:

- Appoint a contract and/or a programme manager to oversee the work and liaise with/report as required to the Authority's programme manager.
- Agree the nature and frequency of meetings required with the Authority.
- Perform quality assurance on all aspects of the programme.
- Share research and evaluation tools and outputs with the Authority and act on any comments made.
- Provide the Authority with timely and ongoing evaluation and quality assurance information relating to the programme.
- Provide Authority with updates on costs and progress as required.

7 CONTRACT MANAGEMENT ARRANGEMENTS

There will be a clear programme plan with deliverables which will be monitored by the Authority and the supplier.

Additionally, the supplier will be expected to:

- Communicate and meet (e.g. online) frequently with the Authority as agreed.
- Work within agreed key performance indicators relating to quality, delivery of products and levels of service.
- Measure performance and provision of service on an ongoing basis against specific target dates.
- Provide reports on progress to the contract manager / programme manager.
- Attend key meetings in person to review progress and discuss the service, as required by the contract manager / programme manager.
- Attend a post contract review with the Authority to review whether the objectives of the contract were met, to review the benefits achieved.
- Identify any lessons learnt for future programmes.

8 KEY PERFORMANCE INDICATORS (KPIs)

The KPIs which suppliers on the framework agree to meet are set out in the table below, along with consequences for failure to do so.

The Service Level expected by the Authority is delivery of the services that achieves 100% of all the KPIs.

KPI Description	Target KPI	Measurement	Consequences of failure to meet Target KPI
Deliver key products and outputs (e.g. reports) on time	100%	All agreed products and outputs must be delivered on time (unless agreed otherwise by prior consent)	5% of the Charges stated in the Call-Off Award Form will be deducted for each calendar week of delay from payments due to the supplier from the Authority.
Effective communication	100%	Respond to CQC's communication within agreed timescales, provide project updates and attend project meetings at specified intervals (unless changes are agreed by prior consent)	1% of the Charges stated in the Call-Off Award Form will be deducted from payments due to the Supplier from the Authority for each late response, missed update or meeting after 3 written warnings are given by the Authority.
Quality of outputs	100%	The Authority's comments must be actioned within timescales stipulated by the Authority after the Authority's first review of any key products and outputs submitted by the Supplier. The Authority expects to find the comments addressed when it carries out its second review.	Upon the third review by the Authority, if all the Authority's comments have not been actioned, 5% of the Charges stated in the Call-Off Award Form will be deducted from payments due to the supplier from the Authority. The Authority will continue to apply a 5% deduction from the Charges stated in the Award Form for each subsequent review the Authority has to undertake before the Supplier addresses all outstanding action points to the Authority's satisfaction.

PART I: STANDARD SERVICES

Lot 1: Research partner.

Lot 2: Academic partner.

Lot 3: Consultation partner.

PART II: COMPETED SERVICES

Lot 4: Safety and improvement in health and social care.

Lot 5: Reducing inequalities in health and social care.

Lot 6: Local health and social care systems, integration and joined-up care.

Lot 7: Involving people in health and social care and understanding people's experiences of care.

Lot 8: Organisational improvement and culture.

Lot 9: Effective social care.

Lot 10: Polling and surveys.

Lot 11: Artificial Intelligence.

Schedule 2 Lots and Award Criteria

THE SERVICE PROVIDER'S LOTS

The Lots have been awarded as follows:

NAME OF LOT AWARDED TO SERVICE PROVIDER	Number of Suppliers Awarded To Lot	Service Providers Ranking
INSERT	INSERT	INSERT

Part 1. Standard Services Award Criteria

Evaluation of Supplier proposals or solutions will be based on the below criteria ranges and any other sub-criteria outlined by the Buyer.

Criteria	Weighting Range
Quality	Between 30% and 70%
Price	Between 30% and 70%

Part 2. Competed Services Award Criteria

Where awards are subject to further competition the below evaluation criteria ranges will be utilised and will assess the most economically advantageous tender using quality and price criteria.

Any sub-criteria will be identified in the further competition documentation.

Criteria	Weighting Range
Quality	Between 30% and 70%
Price	Between 30% and 70%

Schedule 3 Performance Monitoring Scheme

The KPIs which the Parties have agreed shall be used to measure the performance of the Services by the Service Provider are contained in the below table. These KPIs will be more particularly described in the Specification as applicable to each Award Form.

KPI Description	Target KPI	Measurement	Consequences of failure to meet Target KPIs
Delivery of key products and outputs on time	100%	All required products and outputs must be delivered by the Service Provider on time within the agreed timescales (unless changes are agreed with CQC in advance)	5% of the Charges stated in the Award Form will be deducted for each calendar week of delay from payments due to the Service Provider from CQC.
Effective Communication	100%	The Service Provider must respond to CQC's communications within agreed timescales, provide project updates and attend project meetings at specified intervals (unless changes are agreed with CQC in advance)	1% of the Charges stated in the Award Form will be deducted from payments due to the Service Provider from CQC for each late response, missed update or meeting after 3 written warnings have been given by CQC.
Quality of outputs	100%	The Service Provider must action CQC's comments within the timescales stipulated by CQC after its first review of key products and outputs. CQC expects to find the comments fully addressed when it carries out its second review.	Upon CQC's third review, if all of its comments have not been actioned, 5% of the Charges stated in the Award Form will be deducted from payments due to the Service Provider from CQC. CQC will continue to apply a 5% deduction from the Charges stated in the Award Form for each subsequent review CQC has to undertake before the Service Provider addresses all outstanding action points to CQC's satisfaction.

Schedule 4 Service Provider's Tender - Awarded Lots Only

INSERT COPY OF SUPPLIER TENDER REPONSE

Schedule 5 Pricing Schedule

Pricing Review

The prices contained in the Pricing Schedule are fixed for the duration of the Framework Term.

The Service Provider has submitted the following prices in respect of each of the Service Provider's Lots

INSERT COPY OF SUPPLIER PRICING RESPONSE

Schedule 6 Award Form

TO BE COMPLETED UPON AWARD OF ACTIVITY CALLED OFF UNDER THE CQC RESEARCH & EVALUTAIION FRAMEWORK

Award Form

This Award Form creates the Contract between the Buyer and the Supplier under the CQC Research and Evaluation Multi-Lot Framework Agreement. It summarises the main features of the Buyer's requirements and includes the Buyer and the Supplier's contact details.

The Schedules referred to in this Award Form are to the Schedules to the Call-Off Terms and Conditions unless stated otherwise.

1.	Buyer	CARE QUALITY COMMISSION (CQC) of City Gate, Gallowgate, Newcastle upon Tyne NE1 4PA (the Buyer).
2.	Supplier	Name: INSERT Address: INSERT Companies House Registration number: INSERT
3.	Contract	This Award Form is for the research project outlined below which is called off under Lot [X] . [INSERT DETAILS OF RESEARCH PROJECT BEING DELIVERED THROUGH THIS AWARD FORM]
4.	Contract reference	CQC EP&S 052
5.	Buyer Cause	Additional costs or adverse effect on performance have been caused by the Supplier as a result of being provided with fundamentally misleading information by or on behalf of the Buyer and the Supplier could not reasonably have known that the information was incorrect or misleading at the time such information was provided.

6.	Collaborative working principles	NOT APPLICABLE
7.	Financial Transparency Objectives	The Financial Transparency Objectives do not apply to this Contract. (See Clause 6.3 for further details.)
8.	Start Date	INSERT THE EXPIRY DATE OF THIS SPECIFIC CALL OFF
9.	Expiry Date / Initial Term	INSERT THE EXPIRY DATE OF THIS SPECIFIC CALL OFF
10.	Extension Period	INSERT THE PERIOD OF THIS SPECIFIC CALL OFF
11.	Ending this Contract without a reason	<p>The Buyer shall be able to terminate this Contract in accordance with Clause 14.3 provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 shall be 1 Month.</p> <p>Clause 14.3 : 14.3 Ending the contract without a reason</p> <p>The Buyer has the right to terminate this Contract at any time without reason by giving the Supplier not less than ninety (90) days' notice (unless a different notice period is set out in the Award Form) and if it's terminated Clause 14.6.3 applies.</p>
12.	Incorporated Terms (together these documents form the " this Contract ")	<p>The following documents are incorporated into this Contract.</p> <ul style="list-style-type: none"> (a) This Award Form including the Annexes. (b) the Call-Off Terms and Conditions including the Schedules. (c) the Framework Agreement including the Schedules. <p>If there is any conflict, the following order of precedence applies:</p>

		<ol style="list-style-type: none"> 1) the Call-Off Terms and Conditions including the Schedules. 2) This Award Form and Annexes except Annex 2. 3) the terms of the Framework Agreement, the Schedules to the Framework Agreement except Schedule 4 (the Service Provider's Tender). 4) any other document referred to in the clauses of the Contract. 5) Annex 2 (Supplemental Tender) to the Award Form, unless any part of the Supplemental Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Supplemental Tender will take precedence over the documents above. 6) Schedule 4 to the Framework Agreement (the Service Provider's Tender) unless any part of the Service Provider's Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Service Provider's Tender will take precedence over the documents above.
13.	Special Terms	<ol style="list-style-type: none"> 1) Special Term 1 – Data Processing – Clause 18.1 of the Call Off Terms and Conditions shall be varied as follows: <i>The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Annex 3 to this Award Form.</i> <p>Data Processing is found in Schedule 20 of the Call Off Terms and Conditions.</p>

14.	Buyer's Environmental Policy	NOT APPLICABLE
15.	Social Value Commitment	<p>The Supplier agrees, in providing the Deliverables and performing its obligations under this Contract, to deliver the Social Value outcomes in the Framework Agreement and provide the Social Value Reports as set out in Schedule 26 (Sustainability)</p> <p>The Supplier is also required to complete the Social Value Action Plan throughout the term of the Contract. Regular Contract Meetings will be arranged in agreement with CQC and the Supplier to ensure these commitments are delivered throughout the term of the Contract.</p>
16.	Buyer's Security Requirements and Security and ICT Policy	As per Annex 4 of this document
17.	Charges	INSERT DETAILS OF SPECIFIC CHARGES RELATING TO THIS AWARD FORM
18.	Estimated Year 1 Charges	INSERT YEAR 1 VALUE OF THIS CALL OFF
19.	Reimbursable expenses	<p>None.</p> <p>Any expense that the Buyer may in its absolute discretion allow must be approved by the Buyer prior to being incurred and must be in accordance with the Buyer's relevant policy.</p>
20.	Payment method	<p>A Purchase Order will be issued relating to the activity within this Award Form.</p> <p>This Purchase Order must be quoted on all invoices</p>
21.	Service Levels	NOT APPLICABLE
22.	Liability	In accordance with Clause 15.1 of the Call-Off Terms and Conditions each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise)

		<p>is no more than the greater of £5 million or 150% of the Estimated Yearly Charges.</p> <p>In accordance with Clause 15.5 of the Call-Off Terms and Conditions, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability, being £20 million</p> <p>Employer's (Compulsory) Liability Insurance = £5m</p> <p>Public Liability Insurance = £1m</p> <p>Professional Indemnity Insurance = £1m</p> <p>Product Liability Insurance = £1m</p>
23.	Cyber Essentials Certification	NOT APPLICABLE
24.	Progress Meetings and Progress Reports	<p>The Supplier shall attend Progress Meetings with the Buyer as below:</p> <p>INSERT</p> <p>The Supplier shall provide the Buyer with Progress Reports, as below:</p> <p>INSERT</p>
25.	Guarantor	NOT APPLICABLE
26.	Virtual Library	NOT APPLICABLE
27.	Supplier's Contract Manager	<p>[Insert name]</p> <p>[Insert job title]</p> <p>[Insert email address]</p> <p>[Insert phone number]</p> <p>To be provided by the Supplier</p>

28.	Supplier Authorised Representative	<p>[Insert name]</p> <p>[Insert job title]</p> <p>[Insert email address]</p> <p>[Insert phone number]</p> <p>To be provided by the Supplier</p>
29.	Supplier Compliance Officer	NOT APPLICABLE
30.	Supplier Data Protection Officer	As per schedule 20 if the Framework Agreement
31.	Supplier Marketing Contact	NOT APPLICABLE
32.	Key Subcontractors	INSERT DETAILS OF ANY SUBCONTRACTORS ENGAGED IN DELIVERY OF THIS CALL OFF
33.	Buyer Authorised Representative	<p>[Insert name]</p> <p>[Insert job title]</p> <p>[Insert email address]</p> <p>[Insert phone number]</p>

For and on behalf of the Supplier:		For and on behalf of the Buyer	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

Annexes

Annex 1: Specification

INSERT THE SPECIFICATION FOR THIS CALL OFF

Annex 2: Supplier's Supplemental Tender

INSERT THE SUPPLIER RESPONSE FOR THIS CALL OFF

Annex 3 – Data Processing

[INSERT DATA PROCESSING SCHEDULE RELEVANT FOR THE PROJECT IN THIS AWARD FORM BASED ON SCHEDULE 20 OF THE CALL-OFF Ts&Cs]

[The Buyer will be the Controller and the Supplier the Processor in the vast majority of cases. In some situations, different data processing scenarios can apply, such as the Parties being Joint or Independent Controllers. A data processing schedule that reflects the correct data processing arrangements between the Parties will be attached to each Award Form as Annex 3.]

Annex 4 – Buyer's Security Policy



Information Security

Policy

SEC-POL-012

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1 PURPOSE

The purpose of this policy is to define the objectives and requirements for information security management within Care Quality Commission (CQC).

This policy is supported by a number of other policies referring to specific aspects of information security and aligns with the ISO2700x suite of international standards.

Breaches of this policy may be dealt with under the Disciplinary Policy and, in serious cases, could be treated as gross misconduct leading to summary dismissal.

2 SCOPE

This policy applies to all Care Quality Commission staff irrespective of status, including temporary staff, contractors, consultants and third parties who have access to CQC data and systems. The scope of this policy includes, but is not limited to:

- All information processed by Care Quality Commission in pursuit of its operational activities, regardless of whether it is processed electronically or in paper form, including but not limited to:
 - External provider information and reports;
 - Inspection Records
 - Operational documents, plans, and minutes;
 - Financial and commercial records;
 - Legal and compliance records
 - Employee records;
- All information processing facilities used in support of CQC operational activities to store, process and transmit information;
- All external organisations that provide services to Care Quality Commission in respect of information processing facilities.

3 INFORMATION SECURITY OBJECTIVES

The information security objectives of Care Quality Commission are the preservation of the **confidentiality**, **integrity** and **availability** of its information:

- **Confidentiality** – Protecting sensitive information from unauthorised disclosure, both to outsiders, and to employees or contractors who have no requirement to access such information in the course of their duties;
- **Integrity** – Safeguarding the accuracy and completeness of information and associated systems and infrastructure, against any unauthorised changes;

- **Availability** – Ensuring that information and associated services are available to meet CQC business needs.

4 POLICY STATEMENT

CQC policy in regard to information security is to ensure that:

- Information security supports CQC business objectives;
- CQC information security responsibilities are defined and communicated;
- Information security related policies, standards and procedures are in place to identify and mitigate information security risks to an acceptable level, to protect CQC systems, infrastructure, and the information security requirements of interested parties, including the organisation's customers and business partners;
- The confidentiality, integrity and availability of CQC information and the places where that information is stored, handled and processed are maintained;
- Information security risks to meet CQC business objectives are regularly identified and managed;
- Information security objectives are established for relevant functions;
- In the event of a disruption, Care Quality Commission can continue to deliver an acceptable level of service of its critical activities to its interested parties;
- Appropriate information security requirements are included in contracts with third parties, where relevant;
- CQC information security related legal and regulatory requirements are met across all relevant jurisdictions;

Compliance with this policy is mandatory to minimise business damage by preventing and minimising the impact of information security incidents. Such incidents can result in legal, regulatory or contractual breaches and financial or reputational loss to Care Quality Commission and/or its customers.

5 ROLES AND RESPONSIBILITIES

- The Information Security Manager is responsible for this policy and shall ensure that this policy is up-to-date and relevant.
- The Legal Department is responsible for maintaining an up-to-date list of all legislative, statutory, regulatory and contractual requirements relevant for Care Quality Commission and its information systems.

- The Senior Information Risk Owner (SIRO), or nominated Deputy (DSIRO) is responsible for ‘managing information risk across the organisation and for ensuring that the data and information assets of CQC are identified, processed, transmitted, stored and used in line with the principles of good information governance and in compliance with CQC’s legal, statutory and organisational requirements.’
- Line managers are responsible for ensuring that their staff comply with this policy.
- All authorised users shall adhere to this policy and all sub policies. Non-compliance shall be subject to investigation and may result in disciplinary action.

6 INFORMATION SECURITY COMPLIANCE MANAGEMENT

Activities related to the use of CQC information including the systems and places where it is stored and processed shall be monitored to ensure that CQC requirements for confidentiality, integrity, and availability are maintained.

Staff or third parties with access to CQC information, systems or premises are responsible for reporting any suspicious activity, security breaches or security violations to their line manager, the Information Security Manager and other authorised Care Quality Commission contact.

This policy is supported and supplemented by a number of information security related policies, standards and procedures that address specific areas of information security. Several of these documents are referenced as applicable in specific subsections of this policy. The information security related policies, standards and procedures are stored in a central repository and accessible to all relevant audiences.

Compliance with applicable information security and data protection regulations shall be enforced, including:

- The European Union General Data Protection Regulation (GDPR) – see the [Data Protection Policy](#).

The Legal Department shall maintain an up-to-date list of all legislative, statutory, regulatory and contractual requirements relevant for Care Quality Commission and its information systems, and the approach to meet these requirements.

Any exception to this policy, or to any of the supplementary information security related policies, standards and procedures, shall be authorised by the Information Security Manager and the Deputy Senior Information Risk Owner (DSIRO), or in their absence the SIRO, if, and only if, all of the following applies:

- A cost/benefit analysis of the available compliance options and risks of not complying has been performed, and clearly indicates that enforcing compliance would have an unacceptable business impact;
- Risk acceptance has been formally approved;
- Care Quality Commission remains compliant with legal and regulatory requirements.

See the [Information Security Deviation Procedure](#) for details. Deviation Form [here](#)

7 INFORMATION SECURITY RISK MANAGEMENT

Information security risks shall be identified and managed in line with an established risk management framework. Risks shall be documented in an information security risk register, assessed and prioritised. Appropriate risk treatment options shall be selected and implemented. See the [Information Security Risk Management Policy](#) for details.

8 HUMAN RESOURCES SECURITY

8.1 Screening

Background verification checks on all candidates for employment shall be carried out in accordance with relevant regulations and shall be proportional to the business requirements, the classification of the information to be accessed and the perceived risks. See the [Personnel Security Policy](#) for details.

8.2 Awareness and Training

Staff with access to CQC information, systems and the places where information is processed shall be educated on their information security responsibilities. Education shall be provided at induction so that new employees understand their responsibilities in respect of the protection of information and places where information is processed and stored.

Staff shall be provided with annual information security education and supporting reference materials as required by applicable regulations. Directors must ensure the provision of refresher courses and other related materials to regularly remind staff about their obligations with respect to information security.

9 ASSET MANAGEMENT

9.1 Information Assets

Assets associated with information and information processing facilities shall be identified and an inventory of such assets will be maintained, with assigned owners. See the [Asset Management Policy](#) for details.

9.2 Information Classification and Handling

Information shall be classified under an established scheme, to ensure that it is handled with an appropriate level of protection in accordance with its importance to Care Quality Commission. See the following policies for details:

- [Information Classification and Handling Policy](#);
- [Data Retention and Disposal Policy](#).

9.3 Acceptable Use

Rules for the acceptable use of assets associated with information and information processing facilities shall be identified, documented and implemented. See the following policies for details:

- [Acceptable Use Policy](#);
- [Mobile Device Policy](#);
- [E-mail Usage Policy](#);
- [Internet Usage Policy](#).

10 ACCESS CONTROL

Access to information and information processing facilities shall be controlled. Users will only have access to the systems and services that they have been specifically authorised to use. Processes to grant and remove access, and to prevent unauthorised access to systems and applications, shall be applied. See the [Access Control Policy](#) for details.

11 PHYSICAL SECURITY

Security measures shall be applied to:

- Prevent unauthorised physical access, damage and interference to CQC information and information processing facilities;
- Prevent loss, damage, theft or compromise of assets and interruption to CQC operations.

See the [Physical Security Policy](#) for details.

12 OPERATIONS SECURITY

Processes and mechanisms shall be in place to:

- Ensure correct and secure operations of information processing facilities;
- Ensure that information and information processing facilities are protected against malware;
- Protect Care Quality Commission against loss of data;
- Record events and generate evidence;
- Ensure the integrity of operational systems;
- Prevent exploitation of technical vulnerabilities.

See the following policies for details:

- [Change Management Policy](#);
- [Malware Protection Policy](#);
- [Backup and Recovery Policy](#);

- [Logging and Monitoring Policy](#);
- [Vulnerability and Patch Management Policy](#).

13 COMMUNICATIONS SECURITY

Processes and mechanisms shall be in place to:

- Ensure the protection of information in networks and its supporting information processing facilities;
- Maintain the security of information transferred within Care Quality Commission and with any external entity.

See the following policies for details:

- [Network Security Policy](#);
- [Baseline Security Policy](#);
- [Cryptographic Controls Policy](#).

14 SYSTEM ACQUISITION, DEVELOPMENT AND MAINTENANCE

Processes and mechanisms shall be in place to ensure that information security is an integral part of information systems across the entire lifecycle, irrespective of whether they are provided by third parties or developed internally. See the [Systems Acquisition, Development and Maintenance Policy](#) for details.

15 SUPPLIER RELATIONSHIPS

Processes shall be in place to ensure protection of CQC information that is accessible by suppliers. Information security requirements, aligned to CQC information security related policies, shall be incorporated in contracts with the relevant suppliers. Agreed levels of information security and service delivery shall be maintained, in line with supplier contracts. See the [Supplier Management Policy](#) for details.

16 INFORMATION SECURITY INCIDENTS

Information security incidents can result in legal, regulatory or contractual breaches, service disruption and financial or reputational loss to Care Quality Commission and/or its customers. Processes and mechanisms shall be in place to:

- Ensure a consistent and effective approach to the management of information security incidents;
- Prevent their occurrence;
- Minimise their impact.

See the following policies for details:

- Information Security Incident Response Policy;
- Evidence Collection and Preservation Policy.

17 BUSINESS CONTINUITY

Information security continuity shall be embedded in CQC business continuity management system. The availability of information processing facilities shall be insured. See the Business Continuity Policy for details.

18 POLICY REVIEW DATE

This policy shall be reviewed and appropriately updated on an annual basis. It shall also be reviewed and appropriately updated when there are any changes to relevant regulations on information security and/or data protection.

Core Terms – Mid-Tier, Crown Copyright 2023

Information Security Standards V1.0

Schedule 7 Call-Off Terms and Conditions

CALL-OFF TERMS AND CONDITIONS

**UNDER CQC RESEARCH AND
EVALUATION MULTI-LOT FRAMEWORK
AGREEMENT**

CQC Ref: EP&S 052

(Based on Mid-Tier Contract, Crown Copyright 2023)

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SCHEDULES

The Schedules are intentionally numbered in non-chronological order.

1. Schedule 1 (Definitions)
2. Schedule 2 (Specification) - *Not included. See Schedule 1 to the Framework Agreement*
3. Schedule 3 (Charges)
4. Schedule 5 (Commercially Sensitive Information)
5. Schedule 6 (Transparency Reports)
6. Schedule 7 (Staff Transfer)
7. Schedule 20 (Processing Data)
8. Schedule 21 (Variation Form)
9. Schedule 22 (Insurance Requirements)

- 10. Schedule 23 (Guarantee)
- 11. Schedule 25 (Rectification Plan)
- 12. Schedule 26 (Sustainability)
- 13. Schedule 36 (Intellectual Property Rights)

1. DEFINITIONS USED IN THE CONTRACT

Interpret this Contract using Schedule 1 (Definitions).

2. HOW THE CONTRACT WORKS

2.1 If the Buyer decides to buy Deliverables under this Contract it must state its requirements using the Award Form. If allowed by the Regulations, the Buyer can:

2.1.1 make changes to the Award Form;

2.1.2 create new Schedules;

2.1.3 exclude optional template Schedules; and

2.1.4 use Special Terms in the Award Form to add or change terms.

2.2 The Contract:

2.2.1 is between the Supplier and the Buyer; and

2.2.2 includes these Core Terms, Schedules, any other changes or items in the completed Award Form and the Framework Agreement.

2.3 The Supplier acknowledges it has all the information required to perform its obligations under this Contract before entering into it. When information is provided by the Buyer no warranty of its accuracy is given to the Supplier.

2.4 The Supplier acknowledges that, it has satisfied itself of all details relating to:

2.4.1 the Buyer's requirements for the Deliverables;

2.4.2 the Buyer's operating processes and working methods; and

2.4.3 the ownership and fitness for purpose of the Buyer Assets,

and it has advised the Buyer in writing of:

2.4.4 each aspect, if any, of the Buyer's requirements for the Deliverables, operating processes and working methods that is not suitable for the provision of the Services;

- 2.4.5 the actions needed to remedy each such unsuitable aspect;
and
- 2.4.6 a timetable for and, to the extent that such costs are to be payable to the Supplier, the costs of those actions,
and such actions, timetable and costs are fully reflected in this Contract.
- 2.5 The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
 - 2.5.1 verify the accuracy of the Due Diligence Information; and
 - 2.5.2 properly perform its own adequate checks.
- 2.6 The Buyer will not be liable for errors, omissions or misrepresentation of any information.
- 2.7 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. WHAT NEEDS TO BE DELIVERED

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

- (a) that comply with the Specification, the Tender, Supplemental Tender, and this Contract;
- (b) using reasonable skill and care;
- (c) using Good Industry Practice;
- (d) using its own policies, processes and internal quality control measures as long as they don't conflict with this Contract;
- (e) on the dates agreed; and
- (f) that comply with Law.

3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects or for such other period as specified in the Award Form.

3.1.3 Where the Award Form states that the “Collaborative Working Principles” will apply, the Supplier must co-operate and provide reasonable assistance to any Buyer Third Party notified to the Supplier by the Buyer from time to time and act at all times in accordance with the following principles:

- (a) proactively leading on, mitigating and contributing to the resolution of problems or issues irrespective of its contractual obligations, acting in accordance with the principle of "fix first, settle later";
- (b) being open, transparent and responsive in sharing relevant and accurate information with Buyer Third Parties;
- (c) where reasonable, adopting common working practices, terminology, standards and technology and a collaborative approach to service development and resourcing with Buyer Third Parties;
- (d) providing reasonable cooperation, support, information and assistance to Buyer Third Parties in a proactive, transparent and open way and in a spirit of trust and mutual confidence; and
- (e) identifying, implementing and capitalising on opportunities to improve deliverables and deliver better solutions and performance throughout the relationship lifecycle.

3.2 Goods clauses (if applicable)

3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.

3.2.2 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.

3.2.3 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within three (3) Working Days of Delivery.

3.2.4 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.

- 3.2.5 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.6 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.7 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.8 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.9 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods. (NOT USED)
- 3.2.10 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than fourteen (14) days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier uses all reasonable endeavours to minimise these costs.
- 3.2.11 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with Clause 3. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.
- 3.2.12 The Buyer will not be liable for any actions, claims and Losses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any Loss or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify the Buyer from any losses, charges, costs or expenses which arise as a result of or in connection with such Loss or injury where it is attributable to any act or omission of the Supplier or any of its Subcontractors or Supplier Staff.

3.3 Services clauses

- 3.3.1 A late Delivery of the Services will be a Default of this Contract.
- 3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the

Services and ensure that Supplier Staff comply with any reasonable instructions of the Buyer or third party suppliers.

3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of this Contract.

3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to this Contract.

3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.

3.3.6 On completion of the Services, where applicable, the Supplier is responsible for leaving the Buyer Premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer Premises or Buyer Assets, other than fair wear and tear.

3.3.7 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.

3.3.8 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under this Contract.

4. PRICING AND PAYMENTS

4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Award Form.

4.2 All Charges:

4.2.1 exclude VAT, which is payable on provision of a valid VAT invoice; and

4.2.2 include all costs connected with the supply of the Deliverables.

4.3 The Buyer must pay the Supplier the Charges within thirty (30) days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the invoice or in the Award Form.

- 4.4 A Supplier invoice is only valid if it:
- 4.4.1 includes all appropriate references including this Contract reference number and other details reasonably requested by the Buyer; and
 - 4.4.2 includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any).
- 4.5 The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer if notice and reasons are provided.
- 4.6 The Supplier must ensure that all Subcontractors are paid, in full, within thirty (30) days of receipt of a valid, undisputed invoice. If this does not happen, the Buyer can publish the details of the late payment or non-payment.
- 4.7 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.

5. THE BUYER'S OBLIGATIONS TO THE SUPPLIER

- 5.1 If a Supplier Non-Performance arises from a Buyer Cause:
- 5.1.1 the Buyer cannot terminate this Contract under Clause 14.4.1;
 - 5.1.2 the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract;
 - 5.1.3 the Supplier is entitled to additional time needed to make the Delivery;
 - 5.1.4 the Supplier cannot suspend the ongoing supply of Deliverables.
- 5.2 Clause 5.1 only applies if the Supplier:
- 5.2.1 gives notice to the Buyer of the Buyer Cause within ten (10) Working Days of becoming aware;
 - 5.2.2 demonstrates that the Supplier Non-Performance only happened because of the Buyer Cause; and

5.2.3 mitigated the impact of the Buyer Cause.

6. RECORD KEEPING AND REPORTING

- 6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Award Form.
- 6.2 The Supplier must keep and maintain full and accurate records and accounts in respect of this Contract during the Contract Period and for seven (7) years after the End Date and in accordance with the UK GDPR or the EU GDPR as the context requires, including the records and accounts which the Buyer has a right to Audit.
- 6.3 Where the Award Form states that the Financial Transparency Objectives apply, the Supplier must co-operate with the Buyer to achieve the Financial Transparency Objectives and, to this end, will provide a Financial Report to the Buyer:
 - 6.3.1 on or before the Effective Date;
 - 6.3.2 at the end of each Contract Year; and
 - 6.3.3 within six (6) Months of the end of the Contract Period,
 - 6.3.4 and the Supplier must meet with the Buyer if requested within ten (10) Working Days of the Buyer receiving a Financial Report.
- 6.4 If the Supplier becomes aware of an event that has occurred or is likely to occur in the future which will have a material effect on the:
 - 6.4.1 Supplier's currently incurred or forecast future Costs; and
 - 6.4.2 forecast Charges for the remainder of this Contract,
 - 6.4.3 then the Supplier must notify the Buyer in writing as soon as practicable setting out the actual or anticipated effect of the event.
- 6.5 The Buyer or an Auditor can Audit the Supplier.
- 6.6 The Supplier must allow any Auditor access to their premises and the Buyer will use reasonable endeavours to ensure that any Auditor:

- 6.6.1 complies with the Supplier's operating procedures; and
 - 6.6.2 does not unreasonably disrupt the Supplier or its provision of the Deliverables.
- 6.7 During an Audit, the Supplier must provide information to the Auditor and reasonable co-operation at their request including access to:
- 6.7.1 all information within the permitted scope of the Audit;
 - 6.7.2 any Sites, equipment and the Supplier's ICT system used in the performance of this Contract; and
 - 6.7.3 the Supplier Staff.
- 6.8 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a Material Default by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.
- 6.9 The Supplier must comply with the Buyer's reasonable instructions following an Audit, including:
- 6.9.1 correcting any identified Default;
 - 6.9.2 rectifying any error identified in a Financial Report; and
 - 6.9.3 repaying any Charges that the Buyer has overpaid.
- 6.10 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
- 6.10.1 tell the Buyer and give reasons;
 - 6.10.2 propose corrective action; and
 - 6.10.3 provide a deadline for completing the corrective action.
- 6.11 Except where an Audit is imposed on the Buyer by a regulatory body or where the Buyer has reasonable grounds for believing that the Supplier has not complied with its obligations under this Contract, the Buyer may not conduct an Audit of the Supplier or of the same Key Subcontractor more than twice in any Contract Year.

7. SUPPLIER STAFF

- 7.1 The Supplier Staff involved in the performance of this Contract must:
- 7.1.1 be appropriately trained and qualified;
 - 7.1.2 be vetted using Good Industry Practice and the Security Policy (is used); and
 - 7.1.3 comply with all conduct requirements when on the Buyer's Premises.
- 7.2 Where the Buyer decides one of the Supplier's Staff is not suitable to work on this Contract, the Supplier must replace them with a suitably qualified alternative.
- 7.3 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 7.4 The Supplier indemnifies the Buyer against all claims brought by any person employed or engaged by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.
- 7.5 The Buyer indemnifies the Supplier against all claims brought by any person employed or engaged by the Buyer caused by an act or omission of the Buyer or any of the Buyer's employees, agents, consultants and contractors.

8. SUPPLY CHAIN

8.1 Appointing Subcontractors

- 8.1.1 The Supplier must exercise due skill and care when it selects and appoints Subcontractors to ensure that the Supplier is able to:
- (a) manage Subcontractors in accordance with Good Industry Practice;
 - (b) comply with its obligations under this Contract; and
 - (c) assign, novate or transfer its rights and/or obligations under the Sub-Contract that relate exclusively to this Contract to the Buyer or a Replacement Supplier.

8.2 Mandatory provisions in Sub-Contracts

8.2.1 For Sub-Contracts in the Supplier's supply chain entered into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract:

- (a) where such Sub-Contracts are entered into after the Effective Date, the Supplier will ensure that they all contain provisions that; or
- (b) where such Sub-Contracts are entered into before the Effective Date, the Supplier will take all reasonable endeavours to ensure that they all contain provisions that:

allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
- (c) require the Supplier to pay all Subcontractors in full, within thirty (30) days of receiving a valid, undisputed invoice; and
- (d) allow the Buyer to publish the details of the late payment or non-payment if this thirty (30) day limit is exceeded.

8.3 When Sub-Contracts can be ended

8.3.1 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:

- (a) there is a Change of Control of a Subcontractor which isn't pre-approved by the Buyer in writing;
- (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 14.4;
- (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer;
- (d) the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; and/or

- (e) the Buyer has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Public Contracts Regulations 2015.

8.4 Competitive terms

8.4.1 If the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.

8.4.2 If the Buyer uses Clause 8.4.1 then the Charges must be reduced by an agreed amount by using the Variation Procedure.

8.5 Ongoing responsibility of the Supplier

The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.

9. RIGHTS AND PROTECTION

9.1 The Supplier warrants and represents that:

- 9.1.1 it has full capacity and authority to enter into and to perform this Contract;
- 9.1.2 this Contract is entered into by its authorised representative;
- 9.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;
- 9.1.4 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform this Contract;
- 9.1.5 all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under this Contract and for the Buyer to receive the Deliverables;

- 9.1.6 it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform this Contract;
 - 9.1.7 it is not impacted by an Insolvency Event or a Financial Distress Event; and
 - 9.1.8 neither it nor, to the best of its knowledge the Supplier Staff, have committed a Prohibited Act prior to the Effective Date or been subject to an investigation relating to a Prohibited Act.
- 9.2 The warranties and representations in Clauses 2.7 and 9.1 are repeated each time the Supplier provides Deliverables under this Contract.
- 9.3 The Supplier indemnifies the Buyer against each of the following:
- 9.3.1 wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts this Contract; and
 - 9.3.2 non-payment by the Supplier of any tax or National Insurance.
- 9.4 All claims indemnified under this Contract must use Clause 30.
- 9.5 The description of any provision of this Contract as a warranty does not prevent the Buyer from exercising any termination right that it may have for Default of that clause by the Supplier.
- 9.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.
- 9.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier for free.

10. INTELLECTUAL PROPERTY RIGHTS (IPRs)

- 10.1 The Parties agree that the terms set out in Schedule 36 (Intellectual Property Rights) shall apply to this Contract.

10.2 If there is an IPR Claim, the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.

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

10.3.1 obtain for the Buyer the rights to continue using the relevant item without infringing any third party IPR; or

10.3.2 replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables.

10.4 If the Buyer requires that the Supplier procures a licence in accordance with Clause 10.3.1 or to modify or replace an item pursuant to Clause 10.3.2, but this has not avoided or resolved the IPR Claim, then the Buyer may terminate this Contract by written notice with immediate effect and the consequences of termination set out in Clauses 14.5.1 shall apply.

11. RECTIFYING ISSUES

11.1 If there is a Notifiable Default, the Supplier must notify the Buyer within three (3) Working Days of the Supplier becoming aware of the Notifiable Default and the Buyer may request that the Supplier provide a Rectification Plan within ten (10) Working Days of the Buyer's request alongside any additional documentation that the Buyer requires.

11.2 When the Buyer receives a requested Rectification Plan it can either:

11.2.1 reject the Rectification Plan or revised Rectification Plan giving reasons; or

11.2.2 accept the Rectification Plan or revised Rectification Plan (without limiting its rights) in which case the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.

11.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Buyer:

11.3.1 will give reasonable grounds for its decision; and

11.3.2 may request that the Supplier provides a revised Rectification Plan within five (5) Working Days.

12. ESCALATING ISSUES

12.1 If the Supplier fails to:

12.1.1 submit a Rectification Plan or a revised Rectification Plan within the timescales set out in Clauses 11.1 or 11.3; and

12.1.2 adhere to the timescales set out in an accepted Rectification Plan to resolve the Notifiable Default.

or if the Buyer otherwise rejects a Rectification Plan, the Buyer can require the Supplier to attend an Escalation Meeting on not less than five (5) Working Days' notice. The Buyer will determine the location, time and duration of the Escalation Meeting(s) and the Supplier must ensure that the Supplier Authorised Representative is available to attend.

12.2 The Escalation Meeting(s) will continue until the Buyer is satisfied that the Notifiable Default has been resolved, however, where an Escalation Meeting(s) has continued for more than five (5) Working Days, either Party may treat the matter as a Dispute to be handled through the Dispute Resolution Procedure.

12.3 If the Supplier is in Default of any of its obligations under this Clause 12, the Buyer shall be entitled to terminate this Agreement and the consequences of termination set out in Clauses 14.5.1 shall apply as if the contract were terminated under Clause 14.4.1.

13. STEP-IN RIGHTS

13.1 If a Step-In Trigger Event occurs, the Buyer may give notice to the Supplier that it will be taking action in accordance with this Clause 13.1 and setting out:

13.1.1 whether it will be taking action itself or with the assistance of a third party;

13.1.2 what Required Action the Buyer will take during the Step-In Process;

13.1.3 when the Required Action will begin and how long it will continue for;

13.1.4 whether the Buyer will require access to the Sites; and

13.1.5 what impact the Buyer anticipates that the Required Action will have on the Supplier's obligations to provide the Deliverables.

13.2 For as long as the Required Action is taking place:

13.2.1 the Supplier will not have to provide the Deliverables that are the subject of the Required Action;

13.2.2 no Deductions will be applicable in respect of Charges relating to the Deliverables that are the subject of the Required Action; and

13.2.3 the Buyer will pay the Charges to the Supplier after subtracting any applicable Deductions and the Buyer's costs of taking the Required Action.

13.3 The Buyer will give notice to the Supplier before it ceases to exercise its rights under the Step-In Process and within twenty (20) Working Days of this notice the Supplier will develop a draft Step-Out Plan for the Buyer to approve.

13.4 If the Buyer does not approve the draft Step-Out Plan, the Buyer will give reasons and the Supplier will revise the draft Step-Out Plan and re-submit it for approval.

13.5 The Supplier shall bear its own costs in connection with any step-in by the Buyer under this Clause 13, provided that the Buyer shall reimburse the Supplier's reasonable additional expenses incurred directly as a result of any step-in action taken by the Buyer under:

13.5.1 limbs (f) or (g) of the definition of a Step-In Trigger Event; or

13.5.2 limbs (h) and (i) of the definition of a Step-in Trigger Event (insofar as the primary cause of the Buyer serving a notice under Clause 13.1 is identified as not being the result of the Supplier's Default).

14. ENDING THE CONTRACT

14.1 The Contract takes effect on the Effective Date and ends on the End Date or earlier if terminated under this Clause 14 or if required by Law.

14.2 The Buyer can extend this Contract for the Extension Period by giving the Supplier written notice before this Contract expires as described in the Award Form.

14.3 Ending the contract without a reason

The Buyer has the right to terminate this Contract at any time without reason by giving the Supplier not less than ninety (90) days' notice (unless a different notice period is set out in the Award Form) and if it's terminated Clause 14.6.3 applies.

14.4 When the Buyer can end this Contract

14.4.1 If any of the following events happen, the Buyer has the right to immediately terminate this Contract by issuing a Termination Notice to the Supplier and the consequences of termination in Clause 14.5.1 shall apply:

(a) there's a Supplier Insolvency Event;

- (b) the Supplier fails to notify the Buyer in writing of any Occasion of Tax Non-Compliance or fails to provide details of proposed mitigating factors which, in the reasonable opinion of the Buyer, are acceptable;
- (c) there's a Notifiable Default that is not corrected in line with an accepted Rectification Plan;
- (d) the Buyer rejects a Rectification Plan or the Supplier does not provide it within ten (10) days of the request;
- (e) there's any Material Default of this Contract;
- (f) there's any Material Default of any Joint Controller Agreement relating to this Contract;
- (g) there's a Default of Clauses 2.8, 12, 31 or Schedule 28 (ICT Services) (where applicable);
- (h) the performance of the Supplier causes a Critical Service Level Failure to occur;
- (i) there's a consistent repeated failure to meet the Service Levels in this Contract or the Framework Agreement;
- (j) there's a Change of Control of the Supplier which isn't pre-approved by the Buyer in writing;
- (k) the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time this Contract was awarded;
- (l) the Supplier or its Affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them;
- (m) the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables; or
- (n) the Supplier fails to enter into or to comply with an Admission Agreement under Part D of Schedule 7 (Staff Transfer).

14.4.2 If any of the events in 73 (1) (a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate this Contract and Clauses 14.5.1(b)) to 14.5.1(g)) apply.

14.5 What happens if the contract ends

14.5.1 Where the Buyer terminates this Contract under Clauses 14.4.1, 10.4 and 12.3, Paragraph 7 of Part D of Schedule 7 (Staff Transfer), Paragraph 2.2 of Schedule 12 (Benchmarking) (where applicable) Paragraph 4.1 of Schedule 37 (Corporate Resolution Planning) (where applicable) Paragraph 7 of Schedule 24 (Financial Difficulties) (where applicable) or Paragraphs 3.1.12.2 or 3.3.1.2 of Part A of Schedule 26 (Sustainability) all of the following apply:

- (a) The Supplier is responsible for the Buyer's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.
- (b) The Buyer's payment obligations under the terminated Contract stop immediately.
- (c) Accumulated rights of the Parties are not affected.
- (d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
- (e) The Supplier must promptly return any of the Buyer's property provided under the terminated Contract.
- (f) The Supplier must, at no cost to the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).
- (g) The Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry.

14.5.2 If either Party terminates this Contract under Clause 24.3:

- (a) each party must cover its own Losses; and

(b) Clauses 14.5.1(b)) to 14.5.1(g)) apply.

14.5.3 The following Clauses survive the termination or expiry of this Contract: 3.2.10, 4, 6, 7.4, 7.5, 10, 14.5, 14.6.3, 15, 18, 19, 20, 21, 22, 23, 0, 39, 40, Schedule 1 (Definitions), Schedule 3 (Charges), Schedule 7 (Staff Transfer), Schedule 30 (Exit Management)) (if used), Schedule 36 (Intellectual Property Rights) and any Clauses and Schedules which are expressly or by implication intended to continue.

14.6 When the Supplier (and the Buyer) can end the contract

14.6.1 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate this Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract Value within thirty (30) days of the date of the Reminder Notice.

14.6.2 The Supplier also has the right to terminate this Contract in accordance with Clauses 24.3 and 27.5.

14.6.3 Where the Buyer terminates this Contract under Clause 14.3 or the Supplier terminates this Contract under Clause 14.6.1 or 27.5:

- (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier;
- (b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence – the maximum value of this payment is limited to the total sum payable to the Supplier if this Contract had not been terminated; and
- (c) Clauses 14.5.1(b)) to 14.5.1(g)) apply.

14.7 Partially ending and suspending the contract

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

14.7.2 The Buyer can unilaterally partially terminate or suspend this Contract if the remaining parts of this Contract can still be used to effectively deliver the intended purpose.

14.7.3 The Parties must agree any necessary Variation required by this Clause 14.7 using the Variation Procedure, but the Supplier may not either:

- (a) reject the Variation; or
- (b) increase the Charges, except where the right to partial termination is under Clause 14.3.

14.7.4 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under this Clause 14.7.

15. HOW MUCH YOU CAN BE HELD RESPONSIBLE FOR?

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

15.2 Neither Party is liable to the other for:

15.2.1 any indirect Losses; and/or

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

15.3 In spite of Clause 15.1, neither Party limits or excludes any of the following:

15.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;

15.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; and

15.3.3 any liability that cannot be excluded or limited by Law.

15.4 In spite of Clause 15.1, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.4, 7.5, 9.3.2, 10.2, 35.3.2 or Schedule 7 (Staff Transfer) of this Contract.

15.5 In spite of Clause 15.1, The Buyer does not limit or exclude its liability for any indemnity given under Clause 7 or Schedule 7 (Staff Transfer) of this Contract.

15.6 In spite of Clause 15.1, but subject to Clauses 15.2 and 15.3, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability Cap.

15.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with this Contract, including any indemnities.

15.8 When calculating the Supplier's liability under Clause 15.1 the following items will not be taken into consideration:

15.8.1 Deductions; and

15.8.2 any items specified in Clause 15.4.

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

16. OBEYING THE LAW

16.1 The Supplier shall comply with the provisions of Schedule 26 (Sustainability).

16.2 The Supplier shall comply with the provisions of:

16.2.1 the Official Secrets Acts 1911 to 1989; and

16.2.2 section 182 of the Finance Act 1989.

16.3 The Supplier indemnifies the Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law to do with this Contract.

16.4 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 16.1 and Clauses 31 to 36.

17. INSURANCE

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Schedule 22 (Insurance Requirements).

18. DATA PROTECTION AND SECURITY

18.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Schedule 20 (Processing Data).

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

18.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies via a secure encrypted method upon reasonable request.

18.4 The Supplier must ensure that any Supplier, Subcontractor and Subprocessor system (including any cloud services or end user devices used by the Supplier, Subcontractor and Subprocessor)

holding any Government Data, including back-up data, is a secure system that complies with the Cyber Essentials Schedule (if used), the Security Schedule (if used), the Security Policy and the security requirements specified in the Award Form. and otherwise as required by Data Protection Legislation.

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

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

18.6.1 tell the Supplier to restore or get restored Government Data as soon as practical but no later than five (5) Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and

18.6.2 restore the Government Data itself or using a third party.

18.7 The Supplier must pay each Party's reasonable costs of complying with Clause 18.6 unless the Buyer is at fault.

18.8 The Supplier:

18.8.1 must provide the Buyer with all Government Data in an agreed format (provided it is secure and readable) within ten (10) Working Days of a written request;

18.8.2 must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;

18.8.3 must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice, other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are either Independent Controllers or Joint Controllers;

18.8.4 securely erase all Government Data and any copies it holds when asked to do so by the Buyer (and certify to the Buyer that it has done so) unless and to the extent required by Law to retain it other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are either Independent Controllers or Joint Controllers; and

18.8.5 indemnifies the Buyer against any and all Losses incurred if the Supplier breaches Clause 18 or any Data Protection Legislation.

19. WHAT YOU MUST KEEP CONFIDENTIAL

19.1 Each Party must:

19.1.1 keep all Confidential Information it receives confidential and secure;

19.1.2 not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under this Contract; and

19.1.3 immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

19.2 In spite of Clause 19.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

19.2.1 where disclosure is required by applicable Law, a regulatory body or a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;

19.2.2 if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;

19.2.3 if the information was given to it by a third party without obligation of confidentiality;

19.2.4 if the information was in the public domain at the time of the disclosure;

19.2.5 if the information was independently developed without access to the Disclosing Party's Confidential Information;

19.2.6 on a confidential basis, to its auditors or for the purpose of regulatory requirements;

19.2.7 on a confidential basis, to its professional advisers on a need-to-know basis; and

19.2.8 to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

19.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under this Contract. The Supplier Staff shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.

19.4 The Buyer may disclose Confidential Information in any of the following cases:

19.4.1 on a confidential basis to the employees, agents, consultants and contractors of the Buyer;

19.4.2 on a confidential basis to any other Crown Body, any successor body to a Crown Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;

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

19.4.4 where requested by Parliament;

19.4.5 under Clauses 4.6 and 20; and

19.4.6 on a confidential basis under the audit rights in Clauses 6.5 to 6.9 (inclusive), Clause 13 (Step-in rights), Schedule 7 and Schedule 30 (if used).

19.5 For the purposes of Clauses 19.2 to 19.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 19.

19.6 Transparency Information and any information which is exempt from disclosure by Clause 20 is not Confidential Information.

19.7 The Supplier must not make any press announcement or publicise this Contracts or any part of them in any way, without the prior written consent of the Buyer and must use all reasonable endeavours to ensure that Supplier Staff do not either.

20. WHEN YOU CAN SHARE INFORMATION

20.1 The Supplier must tell the Buyer within forty eight (48) hours if it receives a Request For Information.

20.2 In accordance with a reasonable timetable and in any event within five (5) Working Days of a request from the Buyer, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:

20.2.1 publish the Transparency Information; and

20.2.2 comply with any Request for Information.

20.3 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a FOIA request and may talk to the Supplier to help it decide whether to publish information under Clause 20.1. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion.

21. INVALID PARTS OF THE CONTRACT

If any provision or part provision of this Contract is or becomes invalid, illegal or unenforceable for any reason, such provision or part-provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract.

22. NO OTHER TERMS APPLY

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

23. OTHER PEOPLE'S RIGHTS IN THIS CONTRACT

23.1 The provisions of Paragraphs 2.1 and 2.3 of Part A, Paragraphs 2.1, 2.3 and 3.1 of Part B, Paragraphs 1.2, 1.4 and 1.7 of Part C, Part D and Paragraphs 1.4, 1.7, 2.3, 2.5 and 2.10 of Part E of Schedule 7 (Staff Transfer) and the provisions of Paragraph 3.1, 6.1, 7.2, 8.2, 8.5, 8.6 and 8.9 of Schedule 30 (Exit Management) (together "**Third Party Provisions**") confer benefits on persons named or identified in such provisions other than the Parties (each such person a "**Third Party Beneficiary**") and are intended to be enforceable by Third Parties Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act ("**CRTPA**").

23.2 Subject to Clause 23.1, no third parties may use the CRTPA to enforce any term of this Contract unless stated (referring to CRTPA) in this Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

23.3 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the

Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.

23.4 Any amendments or modifications to this Contract may be made, and any rights created under Clause 23.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

24. CIRCUMSTANCES BEYOND YOUR CONTROL

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

24.1.1 provides a Force Majeure Notice to the other Party; and

24.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

24.2 Any failure or delay by the Supplier to perform its obligations under this Contract that is due to a failure or delay by an agent, Subcontractor or supplier will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.

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

25. RELATIONSHIPS CREATED BY THE CONTRACT

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

26. GIVING UP CONTRACT RIGHTS

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

27. TRANSFERRING RESPONSIBILITIES

27.1 The Supplier cannot assign, novate or in any other way dispose of this Contract or any part of it without the Buyer's written consent.

27.2 Subject to Schedule 27 (Key Subcontractors), the Supplier cannot sub-contract this Contract or any part of it without the Buyer's prior written consent. The Supplier shall provide the Buyer with information about the Subcontractor as it reasonably requests. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. If the Buyer does not communicate a decision to the Supplier within ten (10) Working Days of the request for consent then its consent will be deemed to have been given. The Buyer may reasonably withhold its consent to the appointment of a Subcontractor if it considers that:

27.2.1 the appointment of a proposed Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;

27.2.2 the proposed Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or

27.2.3 the proposed Subcontractor employs unfit persons.

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

27.4 When the Buyer uses its rights under Clause 27.3 the Supplier must enter into a novation agreement in the form that the Buyer specifies.

27.5 The Supplier can terminate this Contract novated under Clause 27.3 to a private sector body that is experiencing an Insolvency Event.

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

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

27.7.1 their name;

27.7.2 the scope of their appointment;

27.7.3 the duration of their appointment; and

27.7.4 a copy of the Sub-Contract.

28. CHANGING THE CONTRACT

28.1 Either Party can request a Variation to this Contract which is only effective if agreed in writing, including where it is set out in the Variation Form, and signed by both Parties.

28.2 The Supplier must provide an Impact Assessment either:

28.2.1 with the Variation Form, where the Supplier requests the Variation; and

28.2.2 within the time limits included in a Variation Form requested by the Buyer.

28.3 If the Variation to this Contract cannot be agreed or resolved by the Parties, the Buyer can either:

28.3.1 agree that this Contract continues without the Variation; and

28.3.2 refer the Dispute to be resolved using Clause 39 (Resolving Disputes).

28.4 The Buyer is not required to accept a Variation request made by the Supplier.

28.5 The Supplier may only reject a Variation requested by the Buyer if the Supplier:

28.5.1 reasonably believes that the Variation would materially and adversely affect the risks to the health and safety of any person or that it would result in the Deliverables being provided in a way that infringes any Law; or

28.5.2 demonstrates to the Buyer's reasonable satisfaction that the Variation is technically impossible to implement and that neither the Tender nor the Specification state that the Supplier has the required technical capacity or flexibility to implement the Variation.

28.6 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Charges.

28.7 If there is a Specific Change in Law or one is likely to happen during this Contract Period the Supplier must give the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, the Charges or this Contract and provide evidence:

28.7.1 that the Supplier has kept costs as low as possible, including in Subcontractor costs; and

28.7.2 of how it has affected the Supplier's costs.

28.8 Any change in the Charges or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 28.1 to 28.4.

29. HOW TO COMMUNICATE ABOUT THE CONTRACT

29.1 All notices under this Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.

29.2 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Award Form.

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

30. DEALING WITH CLAIMS

30.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than ten (10) Working Days.

30.2 At the Indemnifier's cost the Beneficiary must both:

30.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and

30.2.2 give the Indemnifier reasonable assistance with the claim if requested.

30.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.

30.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.

30.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

30.6 Each Beneficiary must use all reasonable endeavours to minimise and mitigate any losses that it suffers because of the Claim.

30.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the

Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

30.7.1 the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; and

30.7.2 the amount the Indemnifier paid the Beneficiary for the Claim.

31. PREVENTING FRAUD, BRIBERY AND CORRUPTION

31.1 The Supplier must not during the Contract Period:

31.1.1 commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2);

31.1.2 do or allow anything which would cause the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.

31.2 The Supplier must during the Contract Period:

31.2.1 create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;

31.2.2 keep full records to show it has complied with its obligations under this Clause 31 and give copies to the Buyer on request; and

31.2.3 if required by the Buyer, within twenty (20) Working Days of the Effective Date of this Contract, and then annually, certify in writing to the Buyer, that they have complied with this Clause 31, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

31.3 The Supplier must immediately notify the Buyer if it becomes aware of any Default of Clauses 31.1 or has any reason to think that it, or any of the Supplier Staff, have either:

31.3.1 been investigated or prosecuted for an alleged Prohibited Act;

31.3.2 been debarred, suspended, proposed for suspension or debarment, or are otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;

31.3.3 received a request or demand for any undue financial or other advantage of any kind related to this Contract; and

31.3.4 suspected that any person or Party directly or indirectly related to this Contract has committed or attempted to commit a Prohibited Act.

31.4 If the Supplier notifies the Buyer as required by Clause 31.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

31.5 If the Supplier is in Default under Clause 31.1 the Buyer may:

31.5.1 require the Supplier to remove any Supplier Staff from providing the Deliverables if their acts or omissions have caused the Default; and

31.5.2 immediately terminate this agreement in accordance with Clause 14.4.1 and the consequences of termination in Clauses 14.5.1 shall apply.

31.6 In any notice the Supplier gives under Clause 31.4 it must specify the:

31.6.1 Prohibited Act;

31.6.2 identity of the Party who it thinks has committed the Prohibited Act; and

31.6.3 action it has decided to take.

32. EQUALITY, DIVERSITY AND HUMAN RIGHTS

32.1 The Supplier must follow all applicable equality Law when they perform their obligations under this Contract, including:

32.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and

32.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.

32.2 The Supplier must use all reasonable endeavours, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on this Contract.

33. HEALTH AND SAFETY

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

33.1.1 all applicable Law regarding health and safety; and

33.1.2 the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.

33.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer Premises that relate to the performance of this Contract.

34. ENVIRONMENT

34.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

34.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

35. TAX

35.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate this Contract where the Supplier has not paid a minor tax or social security contribution.

35.2 Where the Charges payable under this Contract are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify the Buyer of it within five (5) Working Days including:

35.2.1 the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and

35.2.2 other information relating to the Occasion of Tax Non-Compliance that the Buyer may reasonably need.

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

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

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

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

35.4.1 the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 35.3.1, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;

35.4.2 the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;

35.4.3 the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 35.3.1 or confirms that the Worker is not complying with those requirements; and

35.4.4 the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

36. CONFLICT OF INTEREST

36.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual, potential or perceived Conflict of Interest.

36.2 The Supplier must promptly notify and provide details to the Buyer if an actual, potential or perceived Conflict of Interest happens or is expected to happen.

36.3 The Buyer will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such measures do not or will not resolve an actual or potential Conflict of Interest, the Buyer may terminate its Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest and Clauses 14.5.1(b) to 14.5.1(g) shall apply.

37. REPORTING A BREACH OF THE CONTRACT

37.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected:

37.1.1 breach of Law;

37.1.2 Default of Clause 16.1; and

37.1.3 Default of Clauses 31 to 36.

37.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach or Default listed in Clause 37.1 to the Buyer or a Prescribed Person.

38. FURTHER ASSURANCES

Each Party will, at the request and cost of the other Party, do all things which may be reasonably necessary to give effect to the meaning of this Contract.

39. RESOLVING DISPUTES

39.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within twenty eight (28) days of a written request from the other Party, meet in good faith to resolve the Dispute by commercial negotiation.

39.2 If the Parties cannot resolve the Dispute via commercial negotiation, they can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the

mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 39.4 to 39.6.

39.3 Unless the Buyer refers the Dispute to arbitration using Clause 39.5, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

39.3.1 determine the Dispute;

39.3.2 grant interim remedies; and

39.3.3 grant any other provisional or protective relief.

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

39.5 The Buyer has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 39.4, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 39.5.

39.6 The Supplier cannot suspend the performance of this Contract during any Dispute.

40. WHICH LAW APPLIES

This Contract and any issues or Disputes arising out of, or connected to it, are governed by the law of England and Wales.

SCHEDULES

The enclosed Schedules are intentionally numbered in non-chronological order.

SCHEDULE 1: DEFINITIONS

Definitions

In this Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.

If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

In this Contract, unless the context otherwise requires:

reference to a gender includes the other gender and the neuter;

references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;

a reference to any Law includes a reference to that Law as amended, extended, consolidated, replaced or re-enacted from time to time (including as a consequence of the Retained EU Law (Revocation and Reform) Act 2023);

the words "**including**", "**other**", "**in particular**", "**for example**" 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**";

references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;

references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under this Contract;

references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;

references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;

references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;

where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole; and

Any reference in this Contract which immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time) 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 European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time.

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

"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and " Achieved ", " Achieving " and " Achievement " shall be construed accordingly;
"Affected Party"	the party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	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 of that body corporate from time to time;
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and " Approve " and " Approved " shall be construed accordingly;
"Associates"	means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles;
"Audit"	the Buyer's right to:

- (a) verify the integrity and content of any Financial Report;
- (b) verify the accuracy of the Charges and any other amounts payable by the Buyer under a Contract (including proposed or actual variations to them in accordance with this Contract);
- (c) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;
- (d) verify the Open Book Data;
- (e) verify the Supplier's and each Subcontractor's compliance with the applicable Law;
- (f) identify or investigate actual or suspected breach of Clauses 3 to 37 and/or Schedule 26 (Sustainability), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
- (g) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;
- (h) obtain such information as is necessary to fulfil the Buyer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
- (i) review any books of account and the internal contract management accounts kept by the Supplier in connection with this Contract;
- (j) carry out the Buyer's internal and statutory audits and to prepare, examine and/or certify the Buyer's annual and interim reports and accounts;

	(k) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources;
"Auditor"	<p>(a) the Buyer's internal and external auditors;</p> <p>(b) the Buyer's statutory or regulatory auditors;</p> <p>(c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>(d) HM Treasury or the Cabinet Office;</p> <p>(e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>(f) successors or assigns of any of the above;</p>
"Award Form"	the document outlining the Incorporated Terms and crucial information such as Specification required for this Contract, to be executed by the Supplier and the Buyer;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	CQC;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of this Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to this Contract initially identified in the Award Form;
"Buyer Cause"	has the meaning given to it in the Award Form;
"Buyer Existing IPR"	means any and all IPR that are owned by or licensed to the Buyer, and where the Buyer is a Crown Body, any

Crown IPR, and which are or have been developed independently of this Contract (whether prior to the Effective Date or otherwise);

"Buyer Premises"

premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);

"Buyer Property"

the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;

"Buyer Software"

any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;

"Buyer System"

the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;

"Buyer Third Party"

means any supplier to the Buyer (other than the Supplier), which is notified to the Supplier from time to time;

"Buyer's Confidential Information"

- (a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Buyer (including all Buyer Existing IPR and New IPR);
- (b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Buyer's attention or into the Buyer's possession in connection with this Contract; and

information derived from any of the above;

"Call-off Terms and Conditions"	these terms and condition;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of this Contract which comes into force after the Effective Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under this Contract, as set out in the Award Form, for the full and proper performance by the Supplier of its obligations under this Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in Schedule 5 (Commercially Sensitive Information (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as " confidential ") or which ought reasonably to be considered to be confidential;

"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under this Contract, in the reasonable opinion of the Buyer;
"Contract"	the contract between the Buyer and the Supplier, which consists of the terms set out and referred to in the Award Form;
"Contract Period"	the term of this Contract from the earlier of the: <ul style="list-style-type: none"> (a) Start Date; or (b) the Effective Date, until the End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under this Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Effective Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Core Terms"	the Buyer's terms and conditions which apply to and comprise one part of this Contract set out in the document called "Core Terms" ;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: <ul style="list-style-type: none"> (a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including:

base salary paid to the Supplier Staff;
employer's National Insurance contributions;
pension contributions;
car allowances;
any other contractual employment benefits;
staff training;
work place accommodation;
work place IT equipment and tools reasonably
necessary to provide the Deliverables
(but not including items included within
limb (b) below); and
reasonable recruitment costs, as agreed with
the Buyer;

- (b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;
- (c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and
- (d) Reimbursable Expenses to the extent these have been specified as allowable in the Award Form and are incurred in delivering any Deliverables;

but excluding:

- (a) Overhead;
- (b) financing or similar costs;

- (c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Contract Period whether in relation to Supplier Assets or otherwise;
- (d) taxation;
- (e) fines and penalties;
- (f) amounts payable under Schedule 12 (Benchmarking) where such Schedule is used; and
- (g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);

"COTS Software" or "Commercial off the shelf Software"

non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms;

"Critical Service Level Failure"

has the meaning given to it in the Award Form;

"Crown Body"

the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

"Crown IPR"

means any IPR which is owned by or licensed to the Crown, and which are or have been developed independently of this Contract (whether prior to the Effective Date or otherwise);

"CRTPA"

the Contract Rights of Third Parties Act 1999;

"Data Loss Event"

any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or

	destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the UK GDPR, (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy; and (iv) (to the extent that it applies) the EU GDPR;
"Data Protection Liability Cap"	has the meaning given to it in the Award Form;
"Data Protection Officer"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under this Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of this Contract in breach of its terms) or any other default (including Material Default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of this Contract and in respect of which the Supplier is liable to the Buyer;
"Defect"	any of the following: (a) any error, damage or defect in the manufacturing of a Deliverable; or

- (b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or
- (c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract; or
- (d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;

"Delay Payments"

the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;

"Deliverables"

Services that may be ordered and/or developed under this Contract including the Documentation pursuant to the Framework Agreement;

"Delivery"

delivery of the relevant Deliverable or Milestone in accordance with the terms of this Contract as confirmed and accepted by the Buyer through confirmation in writing to the Supplier. **"Deliver"** and **"Delivered"** shall be construed accordingly;

"Dependent Parent Undertaking"

means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in

	the same manner as carried on at the time of entering into this Contract, including for the avoidance of doubt the provision of the Services in accordance with the terms of this Contract;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 19 (What you must keep confidential);
"Dispute"	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with this Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of this Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 39 (Resolving disputes);
"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, reports, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under this Contract as:</p> <ul style="list-style-type: none"> (a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables (b) is required by the Supplier in order to provide the Deliverables; and/or

	(c) has been or shall be generated for the purpose of providing the Deliverables;
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter 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 2004 and as extended to National Insurance Contributions;
"DPA 2018"	The Data Protection Act 2018;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Buyer prior to the Effective Date;
"Effective Date"	the date on which the final Party has signed this Contract;
"EIR"	the Environmental Information Regulations 2004;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced;
"End Date"	the earlier of: <ul style="list-style-type: none"> (a) the Expiry Date as extended by the Buyer under Clause 14.2; or (b) if this Contract is terminated before the date specified in (a) above, the date of termination of this Contract;
"End User"	means a party that is accessing the Deliverables provided pursuant to this Contract (including the Buyer where it is accessing services on its own account as a user);
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of

	greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Escalation Meeting"	means a meeting between the Supplier Authorised Representative and the Buyer Authorised Representative to address issues that have arisen during the Rectification Plan Process;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Award Form;
"Estimated Yearly Charges"	means for the purposes of calculating each Party's annual liability under Clause 15.1: <ul style="list-style-type: none"> (a) in the first Contract Year, the Estimated Year 1 Charges; or (b) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or (c) after the end of this Contract, the Charges paid or payable in the last Contract Year during the Contract Period;
"EU GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of this Contract (whether prior to the Start Date or otherwise);
"Exit Plan"	has the meaning given to it in Paragraph 4.1 of Schedule 30 (Exit Plan);

"Expiry Date"	the date of the end of this Contract as stated in the Award Form;
"Extension Period"	such period or periods beyond which the Initial Period may be extended, specified in the Award Form;
"FDE Group"	the Supplier and any Additional FDE Group Member;
"Financial Distress Event"	<p>The occurrence of one or more the following events:</p> <ul style="list-style-type: none"> (a) the credit rating of any FDE Group entity drops below the applicable Credit Rating Threshold of the relevant Rating Agency; (b) any FDE Group entity issues a profits warning to a stock exchange or makes any other public announcement, in each case about a material deterioration in its financial position or prospects; (c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of any FDE Group entity; (d) any FDE Group entity commits a material breach of covenant to its lenders; (e) a Key Subcontractor notifies the Buyer that the Supplier has not paid any material sums properly due under a specified invoice and not subject to a genuine dispute; (f) any FDE Group entity extends the filing period for filing its accounts with the Registrar of Companies so that the filing period ends more than nine (9) months after its accounting reference date without an explanation to the Buyer which the Buyer (acting reasonably) considers to be adequate; (g) any FDE Group entity is late to file its annual accounts without a public notification or an explanation to the Buyer which the Buyer (acting reasonably) considers to be adequate; (h) the directors and/or external auditors of any FDE Group entity conclude that a material

uncertainty exists in relation to that FDE Group entity's going concern in the annual report including in a reasonable but plausible downside scenario. This includes, but is not limited to, commentary about liquidity and trading prospects in the reports from directors or external auditors;

(i) any of the following:

any FDE Group entity makes a public announcement which contains commentary with regards to that FDE Group entity's liquidity and trading and trading prospects, such as but not limited to, a profit warning or ability to trade as a going concern;

commencement of any litigation against any FDE Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m;

non-payment by any FDE Group entity of any financial indebtedness;

any financial indebtedness of any FDE Group entity becoming due as a result of an event of default;

the cancellation or suspension of any financial indebtedness in respect of any FDE Group entity; or

an external auditor of any FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE Group entity,

in each case which the Buyer reasonably believes (or would be likely reasonably to believe) could directly impact on the continued provision of the Deliverables in accordance with this Contract; or

(j) any of the Financial Indicators set out in Part C

of Annex 2 of Schedule 24 for any of the FDE Group entities failing to meet the required Financial Target Threshold;

"Financial Report"

a report provided by the Supplier to the Buyer that:

- (a) to the extent permitted by Law, provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier;
- (b) to the extent permitted by Law, provides detail a true and fair reflection of the costs and expenses to be incurred by Key Subcontractors (as requested by the Buyer);
- (c) is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Buyer to the Supplier on or before the Effective Date for the purposes of this Contract; and
- (d) is certified by the Supplier's Chief Financial Officer or Director of Finance;

"Financial Transparency Objectives"

means:

- (a) the Buyer having a clear analysis of the Costs, Overhead recoveries (where relevant), time spent by Supplier Staff in providing the Services and the Supplier Profit Margin so that it can understand any payment sought by the Supplier;
- (b) the Parties being able to understand Cost forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques;
- (c) the Parties being able to understand the quantitative impact of any Variations that affect ongoing Costs and identifying how these could be mitigated and/or reflected in the Charges;
- (d) the Parties being able to review, address issues with and re-forecast progress in relation to the provision of the Services;
- (e) the Parties challenging each other with ideas

for efficiency and improvements; and

- (f) enabling the Buyer to demonstrate that it is achieving value for money for the tax payer relative to current market prices;

"FOIA"

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 Information Commissioner or relevant Government department in relation to such legislation;

"Force Majeure Event"

any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:

- (a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;
- (b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;
- (c) acts of a Crown Body, local government or regulatory bodies;
- (d) fire, flood or any disaster; or
- (e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:
 - (i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;
 - (ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and
 - (iii) any failure of delay caused by a lack of

	funds,
	and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Framework Agreement"	the CQC Research and Evaluation Multi-lot Framework Agreement between CQC and the Supplier;
"Framework Term"	the total period of the Framework Agreement including all permitted periods of extension;
"General Anti-Abuse Rule"	<p>(a) the legislation in Part 5 of the Finance Act 2013; and</p> <p>(b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;</p>
"General Change in Law"	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;
"Goods"	goods made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract;
"Good Industry Practice"	At any time the standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected at such time from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government),

including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

"Government Data"

- (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's Confidential Information, and which:
 - (i) are supplied to the Supplier by or on behalf of the Buyer; and/or
 - (ii) the Supplier is required to generate, process, store or transmit pursuant to this Contract; or
- (b) any Personal Data for which the Buyer is Controller;

"Government Procurement Card"

the Government's preferred method of purchasing and payment for low value goods or services <https://www.gov.uk/government/publications/government-procurement-card--2>;

"Guarantor"

the person (if any) who has entered into a guarantee in the form set out in Schedule 23 (Guarantee) in relation to this Contract;

"Halifax Abuse Principle"

the principle explained in the CJEU Case C-255/02 Halifax and others;

"HMRC"

His Majesty's Revenue and Customs;

"ICT Environment"

the Buyer System and the Supplier System;

"ICT Policy"

the Buyer's policy in respect of information and communications technology, referred to in the Award Form (if used), which is in force as at the Effective Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;

"Impact Assessment"	<p>an assessment of the impact of a Variation request by the Buyer completed in good faith, including:</p> <ul style="list-style-type: none"> (a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under this Contract; (b) details of the cost of implementing the proposed Variation; (c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; (d) a timetable for the implementation, together with any proposals for the testing of the Variation; and (e) such other information as the Buyer may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Schedule 8 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Incorporated Terms"	the contractual terms applicable to this Contract specified in the Award Form;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Controller"	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
"Indexation"	the adjustment of an amount or sum in accordance with this Contract;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public

interest and data privacy for individuals is met, whilst promoting openness by public bodies;

"Initial Period"

the initial term of this Contract specified in the Award Form;

"Insolvency Event"

with respect to any person, means:

- (a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:
 - (i) (being a company or an LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or
 - (ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;
- (b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, an LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;
- (c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;
- (d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within

fourteen (14) days;

- (e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- (f) where that person is a company, an LLP or a partnership:
 - (i) a petition is presented (which is not dismissed within fourteen (14) days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;
 - (ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;
 - (iii) (being a company or an LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or
 - (iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or
- (g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;

"Installation Works"

all works which the Supplier is to carry out at the beginning of the Contract Period to install the Goods in accordance with this Contract;

"Intellectual Property Rights" or "IPR"	<p>(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>(c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR (excluding COTS Software where Part B of Schedule 36 (Intellectual Property Rights) is used), used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Buyer in the fulfilment of its obligations under this Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"Joint Controller Agreement"	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Annex 2 of Schedule 20 (Processing Data);
"Joint Control"	where two (2) or more Controllers jointly determine the purposes and means of Processing;
"Joint Controllers"	has the meaning given in Article 26 of the UK GDPR, or EU GDPR, as the context requires;

"Key Staff"	the persons who the Supplier shall appoint to fill key roles in connection with the Services as listed in Annex 1 of Schedule 29 (Key Supplier Staff);
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <ul style="list-style-type: none"> (a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or (b) which, in the opinion of the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or (c) with a Sub-Contract with this Contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under this Contract, <p>and the Supplier shall list all such Key Subcontractors in the Award Form;</p>
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the Effective Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
"Law Enforcement Processing"	processing under Part 3 of the DPA 2018;

"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Lot"	the services divided into lots as set out in the Framework Agreement.
"Malicious Software"	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 Default"	a single serious Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied)
"Marketing Contact"	shall be the person identified in the Award Form;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);

"New IPR"

- (a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Contract and updates and amendments of these items including database schema; and/or
- (b) IPR in or arising as a result of the performance of the Supplier's obligations under this Contract and all updates and amendments to the same;

but shall not include the Supplier's Existing IPR;

"New IPR Item"

means a deliverable, document, product or other item within which New IPR subsists;

"Notifiable Default"

means:

- (a) the Supplier commits a Material Default; and/or
- (b) the performance of the Supplier is likely to cause or causes a Critical Service Level Failure;

"Object Code"

software and/or data in machine-readable compiled object code form;

"Occasion of Tax Non – Compliance"

where:

- (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 in any jurisdiction 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 a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or

- (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which 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 Start Date or to a civil penalty for fraud or evasion;

"Open Book Data"

complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of this Contract, including details and all assumptions relating to:

- (a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;
- (b) operating expenditure relating to the provision of the Deliverables including an analysis showing:
 - (i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;
 - (iii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade;
 - (iv) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and
 - (v) Reimbursable Expenses, if allowed under the Award Form;
- (c) Overheads;
- (d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;
- (e) the Supplier Profit achieved over the Contract Period and on an annual basis;

- (f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;
- (g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and
- (h) the actual Costs profile for each Service Period;

"Open Licence"

means any material that is published for use, with rights to access, copy, modify and publish, by any person for free, under a generally recognised open licence including Open Government Licence as set out at <http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/> and the Open Standards Principles documented at <https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles>, and includes the Open Source publication of Software;

"Open Source"

computer Software that is released on the internet for use by any person, such release usually being made under a recognised open source licence and stating that it is released as open source;

"Open Licence Publication Material"

means items created pursuant to this Contract which the Buyer may wish to publish as Open Licence which are supplied in a format suitable for publication under Open Licence;

"Order"

means an order for services or instructions for specific work required by the Buyer in accordance with the Framework Agreement;

"Overhead"

those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the

	provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parent Undertaking"	has the meaning set out in section 1162 of the Companies Act 2006;
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	the Buyer or the Supplier and "Parties" shall mean both of them where the context permits;
"Personal Data"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Personal Data Breach"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in "Whistleblowing: list of prescribed people and bodies", 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Processing"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Processor"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under this Contract;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Prohibited Acts"	(a) to directly or indirectly offer, promise or give any person working for or engaged by the Buyer or

any other public body 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 this Contract; or
- (c) committing any offence:
 - (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or
 - (ii) under legislation or common law concerning fraudulent acts; or
 - (iii) defrauding, attempting to defraud or conspiring to defraud the Buyer or other public body; or
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;

"Protective Measures"

technical and organisational measures designed to ensure compliance with obligations of the Parties arising under Data Protection Legislation including 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 such measures adopted by it including those outlined in Schedule 16 (Security);

"Public Sector Body "	means a formally established organisation that is (at least in part) publicly funded to deliver a public or government service;
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	<p>the Supplier's plan (or revised plan) to rectify its breach using the template in Schedule 25 (Rectification Plan) which shall include:</p> <ul style="list-style-type: none"> (a) full details of the Notifiable Default that has occurred, including a root cause analysis; (b) the actual or anticipated effect of the Notifiable Default; and (c) the steps which the Supplier proposes to take to rectify the Notifiable Default (if applicable) and to prevent such Notifiable Default from recurring, including timescales for such steps and for the rectification of the Notifiable Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 11;
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none"> (a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of

	work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and
	(b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 14.6.1 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to this Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Action"	means the action the Buyer will take and what Deliverables it will control during the Step-In Process;
"Required Insurances"	the insurances required by Schedule 22 (Insurance Requirements);

"Satisfaction Certificate"	the certificate (materially in the form of the document contained in Annex 2 of Part B of Schedule 8 (Implementation Plan and Testing) or as agreed by the Parties where Schedule 8 is not used in this Contract) granted by the Buyer when the Supplier has Achieved a Milestone or a Test;
"Schedules"	any attachment to this Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Schedule 16 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Award Form (if used), in force as at the Effective Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Credits"	any service credits specified in the Specification and Framework Agreement as being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Levels"	The level of service applicable to the provision of the Deliverables under this Contract as set out in the Specification and the Framework Agreement;
"Service Period"	has the meaning given to it in the Award Form;
"Service Provider(s)"	the person, firm or company identified in the Framework Agreement;
"Services"	services made available by the Supplier as specified in the Framework Agreement and the Specification in relation to a Contract;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:

- (a) the Deliverables are (or are to be) provided; or
- (b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
- (c) those premises at which any Supplier Equipment or any part of the Supplier System is located (where ICT Services are being provided);

"SME"

an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;

"Social Value"

the additional social benefits that can be achieved in the delivery of this Contract set out in Schedule 2 (Specification) and either (i) Schedule 10 (Service Levels) (where used) or (ii) Part C of Schedule 26 (Sustainability) (where Schedule 10 (Service Levels) is not used);

"Social Value KPIs"

the Social Value priorities set out in Schedule 2 (Specification) and/or Schedule 26 (Sustainability)

"Social Value Report"

the report the Supplier is required to provide to the Buyer pursuant to Schedule 26 (Sustainability)

"Software"

any software including Specially Written Software, COTS Software and software that is not COTS Software;

"Software Supporting Materials"

has the meaning given to it in Schedule 36 (Intellectual Property Rights);

"Source Code"

computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;

"Special Terms"	any additional terms and conditions set out in the Award Form incorporated into this Contract;
"Specially Written Software"	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Subcontractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Effective Date;
"Specification"	the specification set out in Schedule 2 or Annex 2 to the Award Form (Specification);
"Standards"	<p>any:</p> <ul style="list-style-type: none"> (a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (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; (b) standards detailed in the specification in Schedule 2 (Specification); (c) standards agreed between the Parties from time to time; (d) relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	the date specified on the Award Form;
"Step-In Process"	the process set out in Clause 13;

"Step-In Trigger Event"

means:

- (a) the Supplier's level of performance constituting a Critical Service Level Failure;
- (b) the Supplier committing a Material Default which is irremediable;
- (c) where a right of termination is expressly reserved in this Contract;
- (d) an Insolvency Event occurring in respect of the Supplier or any Guarantor;
- (e) a Default by the Supplier that is materially preventing or materially delaying the provision of the Deliverables or any material part of them;
- (f) the Buyer considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this agreement;
- (g) the Buyer being advised by a regulatory body that the exercise by the Buyer of its rights under Clause 13 is necessary;
- (h) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Deliverables; and/or
- (i) a need by the Buyer to take action to discharge a statutory duty;

"Step-Out Plan"

means the Supplier's plan that sets out how the Supplier will resume the provision of the Deliverables and perform all its obligations under this Contract following the completion of the Step-In Process;

"Storage Media"

the part of any device that is capable of storing and retrieving data;

"Sub-Contract"

any contract or agreement (or proposed contract or agreement), other than this Contract, pursuant to which a third party:

- (a) provides the Deliverables (or any part of them);

	<p>(b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or</p> <p>(c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</p>
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Processor related to this Contract;
"Subsidiary Undertaking"	has the meaning set out in section 1162 of the Companies Act 2006;
"Supplier"	the person, firm or company identified in the Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with this Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Award Form, or later defined in a Contract;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Contract;
"Supplier Existing IPR"	any and all IPR that are owned by or licensed to the Supplier and which are or have been developed independently of this Contract (whether prior to the Effective Date or otherwise);
"Supplier Existing IPR Licence"	means a licence to be offered by the Supplier to the Supplier Existing IPR as set out in Schedule 36 (Intellectual Property Rights);

"Supplier Group"	means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
"Supplier New and Existing IPR Licence"	means a licence to be offered by the Supplier to the New IPR and Supplier Existing IPR as set out in Schedule 36 (Intellectual Property Rights);
"Supplier Non-Performance"	where the Supplier has failed to: <ul style="list-style-type: none"> (a) Achieve a Milestone by its Milestone Date; (b) provide the Goods and/or Services in accordance with the Service Levels; and/or (c) comply with an obligation under this Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of this Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under this Contract;
"Supplier System"	the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);
"Supplier's Confidential Information"	(a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or

	<p>personnel of the Supplier;</p> <p>(b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with this Contract;</p> <p>(c) information derived from any of (a) and (b) above;</p>
"Supplier's Contract Manager"	the person identified in the Award Form appointed by the Supplier to oversee the operation of this Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supply Chain Information Report Template"	the document at Annex 1 of Schedule 18 (Supply Chain Visibility);
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under this Contract detailed in the information are properly payable;
"Supplemental Tenders"	the Tender Response supplemented by the documents submitted to the Buyer in response to the Buyer's Order;
"Tender"	the tender submitted by the Supplier to the Buyer and annexed to the Framework Agreement;
"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of Schedule 30 (Exit Management);

"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of Schedule 30 (Exit Management);
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in this Contract;
"Test Plan"	a plan: <ul style="list-style-type: none"> (a) for the Testing of the Deliverables; and (b) setting out other agreed criteria related to the achievement of Milestones;
"Tests and Testing"	any tests required to be carried out pursuant to this Contract as set out in the Test Plan or elsewhere in this Contract and "Tested" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Third Party IPR Licence"	means a licence to the Third Party IPR as set out in Paragraph 1.6 of Schedule 36 (Intellectual Property Rights);
"Transparency Information"	the Transparency Reports and the content of this Contract, including any changes to this Contract agreed from time to time, except for – <ul style="list-style-type: none"> (a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and (b) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance pursuant to this Contract which the Supplier is required to provide to the Buyer in

	accordance with the reporting requirements in Schedule 6 (Transparency Reports);
"UK GDPR"	has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4) of the DPA 2018;
"Variation"	means a variation to this Contract;
"Variation Form"	the form set out in Schedule 21 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 28 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Verification Period"	has the meaning given to it in the table in Annex 2 of Schedule 3 (Charges);
"Work Day"	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Work Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Award Form.

SCHEDULE 2: SPECIFICATION

As outlined in Schedule 1 to the Framework Agreement
(Statement of Requirements)

SCHEDULE 3: CHARGES

How Charges are calculated.

The Charges cannot be increased.

The pricing mechanisms.

The pricing mechanisms and prices set out in Annex 1 shall be available for use in calculation of Charges in this Contract.

Are costs and expenses included in the Charges.

Unless otherwise stated in the Award Form the Charges shall include all costs and expenses relating to the provision of Deliverables. No further amounts shall be payable in respect of matters such as:

- incidental expenses such as travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications charges; or
- costs incurred prior to the commencement of this Contract.

When the Supplier can ask to change the Charges.

The Charges will be fixed for the duration of the Framework Term including any optional extension periods.

Other events that allow the Supplier to change the Charges.

The Charges can also be varied (and Annex 1 will be updated accordingly) due to:

- a request from the Supplier, which it can make at any time, to decrease the Charges.

Annex 1: Rates and Prices

As per the Lot specific Rate Cards outlined in Schedule 5 to the Framework Agreement.

SCHEDULE 5: COMMERCIALLY SENSITIVE INFORMATION

WHAT IS THE COMMERCIALLY SENSITIVE INFORMATION?

In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.

Where possible, the Parties have sought to identify when any relevant information will cease to fall into the category of information to which this Schedule applies in the table below and in the Award Form (which shall be deemed incorporated into the table below).

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

No.	Date	Item(s)	Duration of Confidentiality
INSERT			
INSERT			

SCHEDULE 6: TRANSPARENCY REPORTS

"Transparency Reports" the information relating to the Deliverables and performance pursuant to this Contract which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Schedule 6 (Transparency Reports).

The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.

Without prejudice to the Supplier's reporting requirements set out in this Contract, within three (3) Months of the Effective Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.

If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports

The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Annex A: List of Transparency Reports

NOT USED

SCHEDULE 7: STAFF TRANSFER

1. Definitions

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

"Admission Agreement"	either or both of the CSPA Admission Agreement (as defined in Annex D1: CSPA) or the LGPS Admission Agreement) as defined in Annex D3: LGPS), as the context requires
"Employee Liability"	<p>all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:</p> <p>redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;</p> <p>unfair, wrongful or constructive dismissal compensation;</p> <p>compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;</p> <p>compensation for less favourable treatment of part-time workers or fixed term employees;</p> <p>outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Subcontractor if such payment should have been made prior to the Service Transfer Date and</p>

also including any payments arising in respect of pensions;

claims whether in tort, contract or statute or otherwise;

any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

"Fair Deal Employees"

as defined in Part D;

"Former Supplier"

a supplier supplying the Services to the Buyer before any Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any subcontractor of such supplier (or any subcontractor of any such subcontractor);

"New Fair Deal"

the revised Fair Deal position set out in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 including:

(a) any amendments to that document immediately prior to the Relevant Transfer Date;

(b) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;

"Notified Subcontractor"

a Subcontractor identified in the Annex to this Schedule to whom Transferring Buyer Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;

"Old Fair Deal"

HM Treasury Guidance *"Staff Transfers from Central Government: A Fair Deal for Staff Pensions"* issued in June 1999 including the supplementary guidance *"Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues"* issued in June 2004;

"Partial Termination"	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 14.4 (When the Buyer can end this contract) or 14.6 (When the Supplier can end the contract);
"Replacement Subcontractor"	a subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any subcontractor of any such subcontractor);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;
"Service Transfer"	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires;

"Staffing Information"	in relation to all persons identified on the Supplier's Provisional Supplier Staff List or Supplier's Final Supplier Staff List, as the case may be, all information required in Annex E2 (Table of Staffing Information) in the format specified and with the identities of Data Subjects anonymised where possible. The Buyer may acting reasonably make changes to the format or information requested in Annex E2 from time to time..
"Statutory Schemes"	means the CSPS, NHSPS or LGPS as defined in the Annexes to Part D of this Schedule;
"Supplier's Final Supplier Staff List"	a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Staff List"	a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Transferring Buyer Employees"	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Former Supplier Employees"	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date; and
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Relevant Transfer Date.

2. Interpretation

Where a provision in this Schedule imposes any obligation on the Supplier including to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under

such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

3. Which parts of this Schedule apply

Which parts of this Schedule apply

The following parts of this Schedule shall apply to this Contract:

Part A (Staff Transfer At Operational Services Commencement Date – Transferring Employees from the Buyer to the Supplier) NOT APPLICABLE;

Part B (Staff Transfer At Operational Services Commencement Date – Transfer From Former Supplier) NOT APPLICABLE;

Part C (No Staff Transfer Expected On Operational Services Commencement Date);

Part D (Pensions) NOT APPLICABLE:

- Annex D1 (CSPS) NOT APPLICABLE;
- Annex D2NHSPS) NOT APPLICABLE;
- Annex D3 (LGPS) NOT APPLICABLE;
- Annex D4 (Other Schemes) NOT APPLICABLE.

Part E (Staff Transfer on Exit) of this Schedule will always apply to this Contract, including:

Annex E1 (List of Notified Subcontractors); NOT APPLICABLE

Annex E2 (Staffing Information).NOT APPLICABLE

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer.

1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services is not expected to be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.

1.2 Subject to Paragraphs **Error! Reference source not found.**, 1.3 and 1.5, if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that their contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations then:

1.2.1 the Supplier shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing and, where required by the Buyer, give notice to the Former Supplier;

1.2.2 the Buyer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 15 Working Days of receipt of notice from the Supplier or the Subcontractor, provided always that such steps are in compliance with applicable Law;

1.2.3 if such offer of employment is accepted, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from its employment; and

1.2.4 if after the period referred to in Paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 1.2.1 to 1.2.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.5:

(a) the Buyer will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2 provided that the Supplier takes, or shall procure that the Notified Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and

- (b) the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 provided that the Supplier takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 1.3 If any such person as is described in Paragraph 1.2 is neither re employed by the Buyer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.2 such person shall be treated as having transferred to the Supplier and/or the Subcontractor (as appropriate) and the Supplier shall, or shall procure that the Subcontractor shall, (a) comply with such obligations as may be imposed upon it under Law and (b) comply with the provisions of Part D (Pensions) and its Annexes of this Staff Transfer Schedule.
- 1.4 Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph **Error! Reference source not found.**, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.
- 1.5 The indemnities in Paragraph 1.2 shall not apply to any claim:
 - 1.5.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief;
 - 1.5.2 or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
 in relation to any alleged act or omission of the Supplier and/or Subcontractor; or
 - 1.5.3 any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and
- 1.6 The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 6 Months from the relevant Transfer Date.
- 2. 1.7 If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the

provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor

3. Limits on the Former Supplier's obligations

Where in this Part C the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

- 1.1 The Supplier agrees that within twenty (20) Working Days of the earliest of:
 - 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
 - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract; and
 - 1.1.3 the date which is twelve (12) Months before the end of the Term; or
 - 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any six (6) Month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Supplier's Provisional Supplier Staff List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Staff List and it shall provide an updated Supplier's Provisional Supplier Staff List at such intervals as are reasonably requested by the Buyer.
- 1.2 At least twenty (20) Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor
 - 1.2.1 the Supplier's Final Supplier Staff List, which shall identify the basis upon which they are Transferring Supplier Employees and
 - 1.2.2 the Staffing Information in relation to the Supplier's Final Supplier Staff List (insofar as such information has not previously been provided).
- 1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.
- 1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraphs 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional

Supplier Staff List and shall, unless otherwise instructed by the Buyer (acting reasonably):

- 1.5.1 not replace or re-deploy any Supplier Staff listed on the Supplier Provisional Supplier Staff List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person they replace.
- 1.5.2 not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Staff (including any payments connected with the termination of employment);
- 1.5.3 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Staff List;
- 1.5.5 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.6 not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Staff List save by due disciplinary process;
- 1.5.7 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor;
- 1.5.8 give the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor reasonable access to Supplier Staff and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Subcontractor in respect of persons expected to be Transferring Supplier Employees;

- 1.5.9 co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
 - 1.5.10 promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Staff List regardless of when such notice takes effect;
 - 1.5.11 not for a period of twelve (12) Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Subcontractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));
 - 1.5.12 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
 - 1.5.13 fully fund any Broadly Comparable pension schemes set up by the Supplier;
 - 1.5.14 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of this Contract (including identification of the Fair Deal Employees);
 - 1.5.15 promptly provide to the Buyer such documents and information mentioned in Paragraph 3.1.1 of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and
 - 1.5.16 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of this Contract.
- 1.6 On or around each anniversary of the Start Date and up to four times during the last twelve (12) Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within twenty (20) Working Days of receipt of a

written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:

- 1.6.1 the numbers of Supplier Staff engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each Supplier Staff engaged in providing the Services;
 - 1.6.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and
 - 1.6.4 a description of the nature of the work undertaken by each Supplier Staff by location.
- 1.7 The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within five (5) Working Days following the Service Transfer Date, the Supplier shall provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Staff List who is a Transferring Supplier Employee:
- 1.7.1 the most recent month's copy pay slip data;
 - 1.7.2 details of cumulative pay for tax and pension purposes;
 - 1.7.3 details of cumulative tax paid;
 - 1.7.4 tax code;
 - 1.7.5 details of any voluntary deductions from pay;
 - 1.7.6 a copy of any personnel file and/or any other records regarding the service of the Transferring Supplier Employee;
 - 1.7.7 a complete copy of the information required to meet the minimum recording keeping requirements under the Working Time Regulations 1998 and the National Minimum Wage Regulations 1998; and
 - 1.7.8 bank/building society account details for payroll purposes.
- 1.8 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3 the Supplier agrees that following within twenty (20) Working Days of a request from the Authority it shall and shall procure that each Sub-

contractor shall use reasonable endeavours to comply with any reasonable request to align and assign Supplier Staff to any future delivery model proposed by the Authority for Replacement Services within thirty (30) Working Days or such longer timescale as may be agreed.

- 1.9 Any changes necessary to this Contract as a result of alignment referred to in Paragraph 1.8 shall be agreed in accordance with the Variation Procedure.

2. Staff Transfer when the contract ends

- 2.1 The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10 of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee
- 2.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations under the Employment Regulations and in particular obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (but excluding) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Staff List arising in respect of the period up to (but excluding) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Statutory Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part to the period ending on (but excluding) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the

Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.

2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:

2.3.1 any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.

2.3.2 the breach or non-observance by the Supplier or any Subcontractor occurring before but excluding the Service Transfer Date of:

(a) any collective agreement applicable to the Transferring Supplier Employees; and/or

(b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;

2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising before but excluding the Service Transfer Date;

2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before but excluding the Service Transfer Date; and

(b) in relation to any employee who is not identified in the Supplier's Final Supplier Staff List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer their employment from the Supplier to the Buyer and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to

financial obligations arising before but excluding the Service Transfer Date;

- 2.3.5 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (but excluding) the Service Transfer Date);
 - 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of this Contract and/or the Employment Regulations; and
 - 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnity in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date, Including any Employee Liabilities:
- 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to their working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or
 - 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.
- 2.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that their contract of employment has been transferred from the Supplier to the

Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations then:

- 2.5.1 the Replacement Supplier and/or Replacement Subcontractor will, within five (5) Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
- 2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within fifteen (15) Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law;
- 2.5.3 if such offer of employment is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, the Replacement Supplier and/or Replacement Subcontractor shall immediately release the person from its employment or alleged employment;
- 2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, or the situation has not otherwise been resolved, the Replacement Supplier and/or Replacement Subcontractor may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Replacement Supplier's and/or Replacement Subcontractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.6 The indemnity in Paragraph 2.5 shall not apply to:

- 2.6.1 any claim for:
 - (a) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (b) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor; or

- 2.6.2 any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure.
- 2.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than six (6) Months from the Service Transfer Date.
- 2.8 If at any point the Replacement Supplier and/or Replacement Subcontractor accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.
- 2.9 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Staff List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:
 - 2.9.1 the Supplier and/or any Subcontractor; and
 - 2.9.2 the Replacement Supplier and/or the Replacement Subcontractor.
- 2.10 The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.
 - 2.10.1 Subject to Paragraph 2.12, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its

Subcontractors against any Employee Liabilities arising from or as a result of:

- 2.10.2 any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.
- 2.10.3 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List; and/or

SCHEDULE 20: PROCESSING DATA

1. Status of the Controller

1.1 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:

- 1.1.1 "Controller" in respect of the other Party who is "Processor";
- 1.1.2 "Processor" in respect of the other Party who is "Controller";
- 1.1.3 "Joint Controller" with the other Party;
- 1.1.4 "Independent Controller" of the Personal Data where the other Party is also "Controller",

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

2. Where one Party is Controller and the other Party its Processor

2.1 Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex A (Processing Personal Data) by the Controller and may not be determined by the Processor.

2.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

2.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:

- 2.3.1 a systematic description of the envisaged Processing and the purpose of the Processing;
- 2.3.2 an assessment of the necessity and proportionality of the Processing in relation to the Services;
- 2.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
- 2.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

2.4 The Processor shall, in relation to any Personal Data Processed in connection with its obligations under this Contract:

2.4.1 process that Personal Data only in accordance with Annex A (Processing Personal Data) unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by Law;

2.4.2 ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 18.4 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:

- (a) nature of the data to be protected;
- (b) harm that might result from a Data Loss Event;

- (c) state of technological development; and
- (d) cost of implementing any measures.

2.4.3 ensure that:

- (a) the Processor Personnel do not Process Personal Data except in accordance with this Contract (and in particular Annex A (Processing Personal Data));
- (b) it uses best endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Processor's duties under this Schedule 20, Clauses 18 (Data protection), 19 (What you must keep confidential) and 20 (When you can share information);
 - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data;

2.4.4 not transfer Personal Data outside of the UK and/or the EEA unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

- (a) the destination country has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR (or section 74A of DPA 2018) and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or
- (b) the Controller and/or the Processor have provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) and/or Article 46 of the EU GDPR (where applicable) as determined by the Controller which could include relevant parties entering into:
 - (i) where the transfer is subject to UK GDPR:
 - (A) the International Data Transfer Agreement issued by the Information Commissioner under S119A(1) of the DPA 2018 (the "IDTA"); or
 - (B) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time ("EU SCCs") together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "Addendum"), as published by the Information Commissioner's Office from time to time under section 119A(1) of the DPA 2018; and/or
 - (ii) where the transfer is subject to EU GDPR, the EU SCCs, as well as any additional measures determined by the Controller being implemented by the importing party;
- (c) the Data Subject has enforceable rights and effective legal remedies;

(d) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

(e) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data.

2.4.5 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of this Contract unless the Processor is required by Law to retain the Personal Data.

2.5 Subject to Paragraph 2.6 of this Schedule 20, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with this Contract it:

2.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);

2.5.2 receives a request to rectify, block or erase any Personal Data;

2.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

2.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under this Contract;

2.5.5 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

2.5.6 becomes aware of a Data Loss Event.

2.6 The Processor's obligation to notify under Paragraph 2.5 of this Schedule 20 shall include the provision of further information to the Controller, as details become available.

2.7 Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Paragraph 2.5 of this Schedule 20 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

2.7.1 the Controller with full details and copies of the complaint, communication or request;

2.7.2 such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

2.7.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

2.7.4 assistance as requested by the Controller following any Data Loss Event; and/or

2.7.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office or any other regulatory authority, or any

consultation by the Controller with the Information Commissioner's Office or any other regulatory authority.

2.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Schedule 20. This requirement does not apply where the Processor employs fewer than two hundred and fifty (250) staff, unless:

2.8.1 the Controller determines that the Processing is not occasional;

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

2.8.3 the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

2.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

2.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.

2.11 Before allowing any Subprocessor to Process any Personal Data related to this Contract, the Processor must:

2.11.1 notify the Controller in writing of the intended Subprocessor and Processing;

2.11.2 obtain the written consent of the Controller;

2.11.3 enter into a written agreement with the Subprocessor which gives effect to the terms set out in this Schedule 20 such that they apply to the Subprocessor; and

2.11.4 provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.

2.12 The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.

2.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office or any other regulatory authority. The Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office or any other regulatory authority.

3. Where the Parties are Joint Controllers of Personal Data

In the event that the Parties are Joint Controllers in respect of Personal Data under this Contract, the Parties shall implement Paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex B (Joint Controller Agreement) to this Schedule 20 (Processing Data).

4. Independent Controllers of Personal Data

4.1 With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.

4.2 Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.

4.3 Where a Party has provided Personal Data to the other Party in accordance with Paragraph 4.2 of this Schedule 20 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

4.4 The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of this Contract.

4.5 The Parties shall only provide Personal Data to each other:

4.5.1 to the extent necessary to perform their respective obligations under this Contract;

4.5.2 in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects);

4.5.3 where the provision of Personal Data from one Party to another involves transfer of such data to outside the UK and/or the EEA, if the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:

(a) the destination country has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR or DPA 2018 Section 74A and/or Article 45 of the EU GDPR (where applicable); or

(b) the transferring Party has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 75 and/or Article 46 of the EU GDPR (where applicable)) as determined by the non-transferring Party which could include:

(i) where the transfer is subject to UK GDPR:

(A) the International Data Transfer Agreement (the "IDTA") ""as published by the Information Commissioner's Office or such updated version of such IDTA as is published by the Information Commissioner's Office under section 119A(1) of the DPA 2018 from time to time; or

(B) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time (the "EU SCCs"), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "Addendum") as published by the Information Commissioner's Office from time to time; and/or

(ii) where the transfer is subject to EU GDPR, the EU SCCs, as well as any additional measures determined by the Controller being implemented by the importing party;

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

(d) the transferring Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is

transferred (or, if it is not so bound, uses its best endeavours to assist the non-transferring Party in meeting its obligations); and

(e) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and

4.5.4 where it has recorded it in Annex A (Processing Personal Data).

4.6 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

4.7 A Party Processing Personal Data for the purposes of this Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.

4.8 Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to this Contract ("Request Recipient"):

4.8.1 the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or

4.8.2 where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:

(a) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and

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

4.9 Each Party shall promptly notify the other Party upon it becoming aware of any Data Loss Event relating to Personal Data provided by the other Party pursuant to this Contract and shall:

4.9.1 do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Data Loss Event;

4.9.2 implement any measures necessary to restore the security of any compromised Personal Data;

4.9.3 work with the other Party to make any required notifications to the Information Commissioner's Office or any other regulatory authority and affected Data Subjects in

accordance with the Data Protection Legislation (including the timeframes set out therein); and

4.9.4 not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

4.10 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under this Contract as specified in Annex A (Processing Personal Data).

4.11 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under this Contract which is specified in Annex A (Processing Personal Data).

4.12 Notwithstanding the general application of Paragraphs 2.1 to 2.14 of this Schedule 20 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with Paragraphs 4.2 to 4.12 of this Schedule 20.

Annex A - Processing Personal Data

THIS VERSION OF THE SCHEDULE REFERS TO OPERATION OF THIS FRAMEWORK.

1. This Annex shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.
2. For the purposes of the Framework Agreement CQC is the Controller and the Service Provider is the Processor.
 - 2.1 The contact details of CQC's Data Protection Officer are: **INSERT**
 - 2.2 The contact details of the Supplier's Data Protection Officer are: **INSERT**
 - 2.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
 - 2.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>CQC is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 of this Schedule (Where the Party is a Controller and the other Party is Processor) and for the purposes of the Data Protection Legislation, CQC is the Controller and the Supplier is the Processor of Personal Data in respect of CQC's business contact details:</p> <ul style="list-style-type: none">business contact details of CQC includes details of any directors, officers, employees, agents, consultants and contractors of CQC (excluding the Supplier Personnel) engaged in the performance of CQC's duties under the Framework Agreement <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none">business contact details of the Supplier Personnel for which the Supplier is the Controller and business contact details of CQC including details of any directors, officers, employees, agents,

Description	Details
	consultants and contractors of CQC (excluding the Supplier Personnel) engaged in the performance of CQC's duties under the Framework Agreement) for which CQC is the Controller
Subject matter of the Processing	The processing is required in order to ensure that the Processor can effectively perform its obligations under the Framework Agreement for the provision of various research and evaluation services which are divided into lots
Duration of the Processing	The Processing is required for the duration of the Framework Term (a total period of 4 years commencing on the Commencement Date including any extensions in accordance with the provisions of the Framework Agreement).
Nature and purposes of the Processing	<p>The nature of the Processing includes collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, use, disclosure by transmission or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose includes performance monitoring processes, payment processes, tendering processes, any interactions in respect of delivery of the Services under the Framework Agreement, any statutory obligations, etc</p>
Type of Personal Data being Processed	Name, email address, date of birth, NI number, telephone number, pay, images, biometric data etc
Categories of Data Subject	CQC's personnel and staff (including volunteers, agents, and temporary workers), customers/clients, suppliers

Description	Details
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under law to preserve that type of data</p>	<p>The Supplier will promptly delete CQC's Personal Data within 60 Working Days of CQC's request upon termination or expiry of the Framework Agreement</p>
<p>Locations at which the Supplier and/or its Sub-contractors process Personal Data under this Contract and international transfers and legal gateway</p>	<p>United Kingdom</p>

Annex A - Processing Personal Data

THIS VERSION OF THE SCHEDULE WILL BE COMPLETED FOR EACH CALL-OFF AND INCLUDED AS PART OF EACH AWARD FORM AND IS NOT FOR COMPLETION AT THIS TIME

The Buyer will be the Controller, and the Supplier the Processor in the vast majority of cases.

In some situations, different data processing scenarios can apply, such as the Parties being Joint or Independent Controllers

a data processing schedule that reflects the correct data processing arrangements between the Parties will be attached to each Award Form.

3. *This Annex shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.*
- 3.1 *The contact details of the Buyer's Data Protection Officer are: **[Insert Contact details]***
- 3.2 *The contact details of the Supplier's Data Protection Officer are: **[Insert Contact details]***
- 3.3 *The Processor shall comply with any further written instructions with respect to Processing by the Controller.*
- 3.4 *Any such further instructions shall be incorporated into this Annex.*

Description	Details
<i>Identity of Controller for each Category of Personal Data</i>	<i>The Buyer is Controller and the Supplier is Processor</i> <i>The Parties acknowledge that in accordance with Paragraph 2 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</i>

Description	Details
	<ul style="list-style-type: none"> • [Insert the scope of Personal Data which the purposes and means of the Processing by the Supplier is determined by the Buyer] <p>The Supplier is Controller and the Buyer is Processor</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with Paragraph 2 of the following Personal Data:</p> <ul style="list-style-type: none"> • [Insert the scope of Personal Data which the purposes and means of the Processing by the Buyer is determined by the Supplier] <p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • [Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together] <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • Personally identifiable information of Supplier Personnel for which the Supplier is the Controller, • Personally identifiable information of any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under this Contract) for which the Buyer is the Controller, • [Insert the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal

Description	Details
	<p><i>Data received, (2) a standardised service is such that the Buyer cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Buyer]</i></p> <p>[Guidance where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</p>
Subject matter of the Processing	<p>[Insert This should be a high level, short description of what the processing is about i.e. its subject matter of the contract.</p> <p>Example: The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide [insert description of relevant service].]</p>
Duration of the Processing	<p>[Insert Clearly set out the duration of the Processing including dates]</p>
Nature and purposes of the Processing	<p>[Insert Please be as specific as possible, but make sure that you cover all intended purposes.</p> <p>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</p>
Type of Personal Data being Processed	<p>[Insert Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</p>

Description	Details
Categories of Data Subject	[Insert Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under law to preserve that type of data	[Insert Describe how long the data will be retained for, how it be returned or destroyed]
Locations at which the Supplier and/or its Sub-contractors process Personal Data under this Contract and international transfers and legal gateway	[Clearly identify each location, explain where geographically personal data may be stored or accessed from. Explain the legal gateway you are relying on to export the data e.g. adequacy decision, EU SCCs, UK IDTA. Annex any SCCs or IDTA to this contract]
Protective Measures that the Supplier and, where applicable, its Sub-contractors have implemented to protect Personal Data processed under this Contract Agreement against a breach of security (insofar as that breach of security	[Please be as specific as possible]

Description	Details
<i>relates to data) or a Data Loss Event</i>	

Annex B - Joint Controller Agreement

THIS SCHEDULE WILL BE COMPLETED FOR EACH CALL-OFF AND INCLUDED AS PART OF EACH AWARD FORM AND IS NOT FOR COMPLETION AT THIS TIME

1. Joint Controller Status and Allocation of Responsibilities

*With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex B (Joint Controller Agreement) in replacement of Paragraph **Error! Reference source not found.** of this Schedule 20 (Where one Party is Controller and the other Party is Processor) and Paragraphs **Error! Reference source not found.**-**Error! Reference source not found.** of this Schedule 20 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.*

The Parties agree that the [Supplier/Buyer]:

is the exclusive point of contact for Data Subjects and is responsible for using best endeavours to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;

shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;

is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;

is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing; and

shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the

[Supplier's/Buyer's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

*Notwithstanding the terms of Paragraph **Error! Reference source not found.**, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.*

2. Undertakings of both Parties

2.1 *The Supplier and the Buyer each undertake that they shall:*

2.1.1 *report to the other Party every [x] months on:*

the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);

the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;

any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;

*any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data;
and*

any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of this Contract during that period;

2.1.2 *notify each other immediately if it receives any request, complaint or communication made as referred to in Paragraphs **Error! Reference source not found.** to **Error! Reference source not found.****Error! Reference source not found.**;*

2.1.3 *provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as*

*referred to in Paragraphs **Error! Reference source not found.** and **Error! Reference source not found.** to **Error! Reference source not found.** to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;*

- 2.1.4 *not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under this Contract or is required by Law) that disclosure or transfer of Personal Data is otherwise considered to be lawful processing of that Personal Data in accordance with Article 6 of the UK GDPR or EU GDPR (as the context requires). For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;*
- 2.1.5 *request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information;*
- 2.1.6 *ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;*
- 2.1.7 *use best endeavours to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:*

 - are aware of and comply with their duties under this Annex B (Joint Controller Agreement) and those in respect of Confidential Information*
 - are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so;*
 - have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;*

- 2.1.8 *ensure that it has in place Protective Measures as appropriate to protect against a Data Loss Event having taken account of the:*
- nature of the data to be protected;*
- harm that might result from a Data Loss Event;*
- state of technological development; and*
- cost of implementing any measures;*
- 2.1.9 *ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that the Supplier holds; and*
- 2.1.10 *ensure that it notifies the other Party as soon as it becomes aware of a Data Loss Event;*
- 2.1.11 *not transfer such Personal Data outside of the UK and/or the EEA unless the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:*
- the destination country has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR or DPA 2018 Section 74A and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or*
- the transferring Party has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 75 and/or Article 46 of the EU GDPR (where applicable)) as agreed with the non-transferring Party which could include:*
- (i) *where the transfer is subject to UK GDPR:*
- (A) *the UK International Data Transfer Agreement (the "IDTA"), as published by the Information Commissioner's Office under section 119A(1) of the DPA 2018 from time to time; or*
- (B) *the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are*

published by the European Commission from time to time (the "EU SCCs"), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "Addendum") as published by the Information Commissioner's Office from time to time; and/or

- (ii) *where the transfer is subject to EU GDPR, the EU SCCs,*

as well as any additional measures determined by the Controller being implemented by the importing party;

the Data Subject has enforceable rights and effective legal remedies;

the transferring Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the non-transferring Party in meeting its obligations); and

the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data.

- 2.2 *Each Joint Controller shall use best endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.*

3. Data Protection Breach

- 3.1 *Without prejudice to Paragraph **Error! Reference source not found.**, each Party shall notify the other Party promptly and without undue delay, and in any event within forty eight (48) hours, upon becoming aware of any Data Loss Event or circumstances that are likely to give rise to a Data Loss Event, providing the Buyer and its advisors with:*

- 3.1.1 *sufficient information and in a timescale which allows the other Party to meet any obligations to report a Data Loss Event under the Data Protection Legislation;*

3.1.2 *all reasonable assistance, including:*

co-operation with the other Party and the Information Commissioner investigating the Data Loss Event and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;

co-operation with the other Party including using such best endeavours as are directed by the Buyer to assist in the investigation, mitigation and remediation of a Data Loss Event;

co-ordination with the other Party regarding the management of public relations and public statements relating to the Data Loss Event; and/or

*providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Data Loss Event, with complete information relating to the Data Loss Event, including, without limitation, the information set out in Paragraph **Error! Reference source not found.***

3.2 *Each Party shall use best endeavours to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Data Loss Event which is the fault of that Party as if it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Data Loss Event, including providing the other Party, as soon as possible and within forty eight (48) hours of the Data Loss Event relating to the Data Loss Event, in particular:*

3.2.1 *the nature of the Data Loss Event;*

3.2.2 *the nature of Personal Data affected;*

3.2.3 *the categories and number of Data Subjects concerned;*

3.2.4 *the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;*

3.2.5 *measures taken or proposed to be taken to address the Data Loss Event; and*

3.2.6 *describe the likely consequences of the Data Loss Event.*

4. Audit

4.1 The Supplier shall permit:

- 4.1.1 *the Buyer, or a third-party auditor acting under the Buyer's direction, to conduct, at the Buyer's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex B and the Data Protection Legislation; and/or*
- 4.1.2 *the Buyer, or a third-party auditor acting under the Buyer's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to this Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Services.*

- 4.2 *The Buyer may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Paragraph **Error! Reference source not found.** in lieu of conducting such an audit, assessment or inspection.*

5. Impact Assessments

The Parties shall:

- 5.1 *provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and*
- 5.2 *maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with this Contract, in accordance with the terms of Article 30 UK GDPR.*

6. ICO Guidance

The Parties agree to take account of any guidance issued by the Information Commissioner, or any other regulatory authority. The Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner, or any other regulatory authority.

7. Liabilities for Data Protection Breach

- 7.1 *If financial penalties are imposed by the Information Commissioner on either the Buyer or the Supplier for a Data Loss Event ("**Financial Penalties**") then the following shall occur:*
- 7.1.1 *if in the view of the Information Commissioner, the Buyer is responsible for the Data Loss Event, in that it is caused as a result of the actions or inaction of the Buyer, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Buyer, then the Buyer shall be responsible for the payment of such Financial Penalties. In this case, the Buyer will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Data Loss Event. The Supplier shall provide to the Buyer and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Data Loss Event;*
- 7.1.2 *if in the view of the Information Commissioner, the Supplier is responsible for the Data Loss Event, in that it is not a Data Loss Event that the Buyer is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Buyer and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Data Loss Event; or*
- 7.1.3 *if no view as to responsibility is expressed by the Information Commissioner, then the Buyer and the Supplier shall work together to investigate the relevant Data Loss Event and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Data Loss Event can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 39 of the Core Terms (Resolving disputes).*
- 7.2 *If either the Buyer or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("**Court**") by a third party in respect of a Data Loss Event, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Data Loss Event shall be liable for the losses arising from such Data Loss Event. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.*

- 7.3 *In respect of any losses, cost claims or expenses incurred by either Party as a result of a Data Loss Event (the "**Claim Losses**"):*
- 7.3.1 *if the Buyer is responsible for the relevant Data Loss Event, then the Buyer shall be responsible for the Claim Losses;*
- 7.3.2 *if the Supplier is responsible for the relevant Data Loss Event, then the Supplier shall be responsible for the Claim Losses: and*
- 7.3.3 *if responsibility for the relevant Data Loss Event is unclear, then the Buyer and the Supplier shall be responsible for the Claim Losses equally.*
- 7.4 *Nothing in either Paragraph **Error! Reference source not found.** or Paragraph **Error! Reference source not found.** shall preclude the Buyer and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Data Loss Event, having regard to all the circumstances of the Data Loss Event and the legal and financial obligations of the Buyer.*

8. Termination

If the Supplier is in Material Default under any of its obligations under this Annex B (Joint Controller Agreement), the Buyer shall be entitled to terminate this Contract by issuing a Termination Notice to the Supplier in accordance with Clause 14 of the Core Terms (Ending the contract) and the consequences of termination in Clause 14.5.1 of the Core Terms shall apply.

9. Sub-Processing

In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

- 9.1 *carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by this Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and*
- 9.2 *ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.*

10. Data Retention

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased

to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the Party for statutory compliance purposes or as otherwise required by this Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

SCHEDULE 21: VARIATION FORM

NOT FOR COMPLETION AT THIS TIME. THE TEMPLATE WILL BE COMPLETED AT THE POINT OF A VARIATION BEING RAISED.

This form is to be used in order to change a contract in accordance with Clause 28 of the Call Off Terms and Conditions.

(Changing this Contract).

Contract Details	
This variation is between:	Care Quality Commission (CQC) ("the Buyer") And [insert name of Supplier] ("the Supplier")
Contract name:	[insert name of contract to be changed] ("this Contract")
Contract reference number:	[insert contract reference number]
Details of Proposed Variation	
Variation initiated by:	[delete as applicable: Buyer/Supplier]
Variation number:	[insert variation number]
Date variation is raised:	[insert date]
Proposed variation	
Reason for the variation:	[insert reason]
An Impact Assessment shall be provided within:	[insert number] days
Impact of Variation	
Likely impact of the proposed variation:	[Supplier to insert assessment of impact]

Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> • [Buyer to insert original Clauses or Paragraphs to be varied and the changed clause] 	
Financial variation:	Original Contract Value:	£ [insert amount]
	Additional cost due to variation:	£ [insert amount]
	New Contract value:	£ [insert amount]

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

Signed by an authorised signatory for and on behalf of the Buyer

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address

SCHEDULE 22: INSURANCE REQUIREMENTS

1. The insurance you need to have.

- 1.1 The Supplier shall take out and maintain or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule and any other insurances as may be required by applicable Law (together the “**Insurances**”). The Supplier shall ensure that each of the Insurances is effective no later than the Effective Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
- 1.2 The Insurances shall be:
 - 1.2.1 maintained in accordance with Good Industry Practice;
 - 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - 1.2.4 maintained until the End Date except in relation to Professional Indemnity where required under the Annex Part C which shall be maintained for at least six (6) years after the End Date.
- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance.

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
 - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

- 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if you aren't insured.

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Buyer may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide.

The Supplier shall upon the Effective Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Buyer, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

5. Making sure you are insured to the required amount.

- 5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained for the minimum limit of indemnity for the periods specified in this Schedule.
- 5.2 Where the Supplier intends to claim under any of the Insurances for any matters that are not related to the Deliverables and/or this Contract, the Supplier shall, where such claim is likely to result in the level of cover available under any of the Insurances being reduced below the minimum limit of indemnity specified in this Schedule, promptly notify the Buyer and provide details of its proposed solution for maintaining the minimum limit of indemnity specified in this Schedule.

6. Cancelled Insurance.

- 6.1 The Supplier shall notify the Buyer in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to

treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Buyer (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims.

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or this Contract for which it may be entitled to claim under any of the Insurances. In the event that the Buyer receives a claim relating to or arising out of this Contract or the Deliverables, the Supplier shall co-operate with the Buyer and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 7.2 Except where the Buyer is the claimant party, the Supplier shall give the Buyer notice within twenty (20) Working Days after any insurance claim in excess of **£500,000** relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Buyer) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Buyer any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

PART A: THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE

1. Insured.

The Supplier

2. Interest.

2.1 To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

2.1.1 death or bodily injury to or sickness, illness or disease contracted by any person; and

2.1.2 loss of or damage to physical property;

happening during the period of insurance (as specified in Paragraph 5) and arising out of or in connection with the provision of the Deliverables and in connection with this Contract.

3. Limit of indemnity.

3.1 Not less than **£5 million** in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period.

4. Territorial limits.

United Kingdom

5. Period of insurance.

From the date of this Contract for the period of this Contract and renewable on an annual basis unless agreed otherwise by the Buyer in writing.

The Supplier shall maintain the insurance for six (6) years after the End Date

6. Cover features and extensions.

Indemnity to principals clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of death or bodily injury or third party property damage arising out of or in connection with this Contract and for which the Supplier is legally liable.

7. Principal exclusions.

- 7.1 War and related perils.
- 7.2 Nuclear and radioactive risks.
- 7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment.
- 7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
- 7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended, unexpected and accidental occurrence.

8. Maximum deductible threshold.

NOT USED

PART B: UNITED KINGDOM COMPULSORY INSURANCES

The Supplier shall meet its insurance obligations under applicable Law in full, including, United Kingdom employers' liability insurance and motor third party liability insurance.

PART C: ADDITIONAL INSURANCES

Professional Indemnity Insurance	(a) professional indemnity insurance with a limit of indemnity of not less than £1 million in relation to any one claim or series of claims and shall ensure that any professional consultants or Subcontractors involved in the provision of the Deliverables hold and maintain appropriate cover to be maintained for six (6) years after the End Date.
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SCHEDULE 23: GUARANTEE – NOT USED

SCHEDULE 25: RECTIFICATION PLAN

TEMPLATE DOCUMENT - NOT TO BE COMPLETED AT THIS TIME

Buyer Request for [Revised] Rectification Plan		
Details of the Notifiable Default:	[Explain the Notifiable Default, with clear schedule and clause references as appropriate]	
Deadline for receiving the [Revised] Rectification Plan:	[add date (minimum 10 days from request)]	
Signed by Buyer:		Date: <div></div>
Supplier [Revised] Rectification Plan		
Cause of the Notifiable Default	[add cause]	
Anticipated impact assessment:	[add impact]	
Actual effect of Notifiable Default:	[add effect]	
Steps to be taken to rectification:	Steps	Timescale
	1.	[date]
	2.	[date]
	3.	[date]
	4.	[date]
	[...]	[date]
Timescale for complete Rectification of Notifiable Default	[X] Working Days	
	Steps	Timescale

Steps taken to prevent recurrence of Notifiable Default	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Signed by the Supplier:		Date:	
Review of Rectification Plan Buyer			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for rejection (if applicable)	[add reasons]		
Signed by Buyer		Date:	

SCHEDULE 26: SUSTAINABILITY

1. Definitions

- “Waste Hierarchy”** means prioritisation of waste management in the following order of preference as set out in the Waste (England and Wales) Regulation 2011:
- (a) Prevention;
 - (b) Preparing for re-use;
 - (c) Recycling;
 - (d) Other Recovery; and
 - (e) Disposal.

Part A

1. Public Sector Equality Duty

1.1 In addition to legal obligations, where the Supplier is providing a Deliverable to which the Public Sector Equality duty applies, the Supplier shall support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under this Contract in a way that seeks to:

1.1.1 eliminate discrimination, harassment or victimisation and any other conduct prohibited by the Equality Act 2010; and

1.1.2 advance:

- (a) equality of opportunity; and
- (b) good relations,

between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

2. Employment Law

The Supplier must perform its obligations meeting the requirements of all applicable Law regarding employment.

3. Modern Slavery

3.1 The Supplier:

- 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
- 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identity papers with the employer and shall be free to leave their employer after reasonable notice;
- 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;
- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world;
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world;
- 3.1.6 shall have and maintain throughout the Term its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under this Contract;
- 3.1.8 shall prepare and deliver to the Buyer, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with this Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery, trafficking, forced labour, child labour, involuntary prison labour or labour rights abuses by it or its Subcontractors to the Buyer and Modern

Slavery Helpline and relevant national or local law enforcement agencies;

- (a) if the Supplier is in Default under Paragraphs 3.1.1 to 3.1.11 of this Part A of Schedule 26 the Buyer may by notice:
 - (b) require the Supplier to remove from performance of this Contract any sub-contractor, Supplier Personnel or other persons associated with it whose acts or omissions have caused the Default; or
 - (c) immediately terminate this Contract and the consequences of termination set out in Clause 14.5.1 of the Core Terms shall apply; and

3.1.12 shall, if the Supplier or the Buyer identifies any occurrence of modern slavery connected to this Contract, comply with any request of the Buyer to follow the Rectification Plan Process to submit a remedial action plan which follows the form set out in Annex D of the Tackling Modern Slavery in Government Supply Chains guidance to PPN 02/23 (Tackling Modern Slavery in Government Supply Chains).

3.2 If the Supplier notifies the Buyer pursuant to Clause 3.1.11 it shall respond promptly to the Buyer'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 this Contract.

3.2.1 If the Supplier is in Default under Paragraph 3.1 of this Part A of Schedule 26 the Buyer may by notice:

3.2.2 require the Supplier to remove from performance of this Contract any Sub-Contractor, Supplier Personnel or other persons associated with it whose acts or omissions have caused the Default; or

3.2.3 immediately terminate this Contract and the consequences of termination set out in Clause 14.5.1 of the Core Terms shall apply.

4. Environmental Requirements

4.1 The Supplier must perform its obligations meeting in all material respects the requirements of all applicable Laws regarding the environment.

4.2 In performing its obligations under this Contract, the Supplier shall, where applicable to this Contract, to the reasonable satisfaction of the Buyer:

4.2.1 prioritise waste management in accordance with the Waste Hierarchy as set out in Law;

- 4.2.2 be responsible for ensuring that any waste generated by the Supplier and sent for recycling, disposal or other recovery as a consequence of this Contract is taken by a licensed waste carrier to an authorised site for treatment or disposal and that the disposal or treatment of waste complies with the Law; and
- 4.2.3 ensure that it and any third parties used to undertake recycling, disposal or other recovery as a consequence of this Contract do so in a legally compliant way, and can demonstrate that reasonable checks are undertaken to ensure this on a regular basis and provide relevant data and evidence of recycling, recovery and disposal.
- 4.3 In circumstances that a permit, licence or exemption to carry or send waste generated under this Contract is revoked, the Supplier shall cease to carry or send waste or allow waste to be carried by any Subcontractor until authorisation is obtained from the Environment Agency.
- 4.4 In performing its obligations under this Contract, the Supplier shall to the reasonable satisfaction of the Buyer (where the anticipated Charges in any Contract Year are above £5 million per annum (excluding VAT)), where related to and proportionate to the contract in accordance with PPN 06/21), publish and maintain a credible Carbon Reduction Plan in accordance with PPN 06/21.
- 4.5 The Supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

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

5. Supplier Code of Conduct

- 5.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government which can be found online at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.pdf

The Buyer expects to meet, and expects its suppliers and subcontractors to meet, the standards set out in that Code.

6. Reporting

The Supplier shall comply with reasonable requests by the Buyer for information evidencing compliance with any of the requirements in Paragraphs 1-5 of this Part A above within fourteen (14) days of such request.

7. Social Value

7.1 The Supplier shall provide a Social Value Report to the Buyer as outlined in any Supplier specific commitments made in its Tender in Schedule 3 to the Framework Agreement.

SCHEDULE 36: INTELLECTUAL PROPERTY RIGHTS

Part A - Option 2

The provisions below start from paragraph 36.

GENERAL PROVISIONS AND OWNERSHIP OF IPR

- 36.1 Any New IPR created under this Contract is owned by the Buyer.
- 36.2 Each Party keeps ownership of its own Existing IPR.
- 36.3 Where either Party acquires, by operation of law, ownership of Intellectual Property Rights that is inconsistent with Paragraphs 36.1 and 36.2, it must assign in writing the Intellectual Property Rights concerned to the other Party on the other Party's request (whenever made).
- 36.4 Neither Party has the right to use the other Party's IPR, including any use of the other Party's names, logos or trademarks, except as expressly granted elsewhere under this Contract or otherwise agreed in writing.
- 36.5 Except as expressly granted elsewhere under this Contract, neither Party acquires any right, title or interest in or to the IPR owned by the other Party or any third party.
- 36.6 Unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR in the table **at Annex 1** to this Schedule and keep this updated throughout the Contract Period.
- 36.7 If the Supplier becomes aware at any time, including after the earlier of the End Date or date of termination, that, in respect of any Deliverable, the Buyer has not received the licences to Supplier Existing IPRs or Third Party IPRs required by Paragraphs 37 and 41, the Supplier must, within 10 Working Days notify the Buyer:

- (a) the specific Intellectual Property Rights the Buyer has not received licences to; and
- (b) the Deliverables affected.

36.8 For the avoidance of doubt:

- (a) except as provided for in Paragraphs **Error! Reference source not found.** or 41.1(b)(ii) and 41.1(b)(iii), the expiry or termination of this Contract does not of itself terminate the licences granted to the Buyer under Paragraphs 37 and 41;
- (b) the award of this Contract or the ordering of any Deliverables does not constitute an authorisation by the Crown under:
 - (i) Sections 55 and 56 of the Patents Act 1977;
 - (ii) section 12 of the Registered Designs Act 1949; or
 - (iii) sections 240 to 243 of the Copyright, Designs and Patents Act 1988.

37. LICENCES IN RESPECT OF SUPPLIER EXISTING IPR

37.1 The Supplier grants the Buyer a Supplier Existing IPR Licence on the terms set out in Paragraph 37.3 in respect of each Deliverable where:

- (a) the Supplier Existing IPR is embedded in the Deliverable;
- (b) the Supplier Existing IPR is necessary for the Buyer to use the Deliverable for any of the purposes set out in Paragraph 37.4; or
- (c) the Deliverable is a customisation or adaptation of Supplier Existing IPR.

37.2 The categories of Supplier Existing IPR described in Paragraph 37.1 are mutually exclusive.

37.3 The Supplier Existing IPR Licence granted by the Supplier to the Buyer is a non-exclusive, perpetual, royalty-free, irrevocable, transferable, sub-licensable, worldwide licence that:

- (a) in the case of Supplier Existing IPR embedded in a Deliverable:
 - (i) has no restriction on the identity of any transferee or sub-licensee;

- (ii) allows the Buyer and any transferee or sub-licensee to use, copy and adapt the Supplier Existing IPR for any of the purposes set out in Paragraph 37.4; and
 - (iii) is subject to the restriction that no sub-licence granted to the Supplier Existing IPR shall purport to provide the sub-licensee with any wider rights than those granted to the Buyer under this Paragraph;
- (b) in the case of Supplier Existing IPR that is necessary for the Buyer to use the Deliverable for its intended purpose or has been customised or adapted to provide the Deliverable:
 - (i) allows the Buyer and any transferee or sublicensee to use and copy, but not adapt, disassemble or reverse engineer the relevant Supplier Existing IPRs for any of the purposes set out in Paragraph 37.4;
 - (ii) is transferrable to only:
 - (A) a Crown Body;
 - (B) any body (including any private sector body) that performs or carries out any of the functions or activities that the Buyer had previously performed or carried out; or
 - (C) a person or organisation that is not a direct competitor of the Supplier and that transferee either:
- (1) enters into a direct arrangement with the Supplier in the form set out in Annex 2; or
- (2) enters into a confidentiality arrangement with the Buyer in terms equivalent to those set out in set out in Clause 19 (What you must keep confidential);
 - (iii) is sub-licensable to the Replacement Supplier (including where the Replacement Supplier is a competitor of the Supplier) where the Replacement Supplier either:
 - (A) enters into a direct arrangement with the Supplier in the form set out in Annex 2; or
 - (B) enters into a confidentiality arrangement with the Buyer in terms equivalent to those set out in set out in Clause 19 (What you must keep confidential); and
 - (iv) is subject to the restriction that no sub-licence granted to the Supplier Existing IPR shall purport to provide the sub-licensee

with any wider rights than those granted to the Buyer under this Paragraph.

37.4 For the purposes of Paragraph 37.3, the relevant purposes are:

- (a) to allow the Buyer or any End User to receive and use the Deliverables;
- (b) to allow the Buyer to commercially exploit the New IPR and New IPR Items; and
- (c) for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Public Sector Body, any other Public Sector Body's) business or function.

38. LICENCES GRANTED BY THE BUYER

38.1 The Buyer grants the Supplier a licence to the New IPR and Buyer Existing IPR that:

- (a) is non-exclusive, royalty-free and non-transferable;
- (b) is sub-licensable to any Sub-contractor where:
 - (i) the Sub-contractor enters into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 19 (What you must keep confidential); and
 - (ii) the sub-licence does not purport to provide the sub-licensee with any wider rights than those granted to the Supplier under this Paragraph;
- (c) allows the Supplier and any sub-licensee to use, copy and adapt any Buyer Existing IPR and New IPR for the purpose of fulfilling its obligations under this Contract; and
- (d) terminates at the end of the Contract Period or the end of any Termination Assistance Period, whichever is the later.

38.2 When the licence granted under Paragraph 38.1 The Buyer grants the Supplier a licence to the New IPR and Buyer Existing IPR that: terminates, the Supplier must, and must ensure that each Sub-contractor granted a sub-licence under Paragraph is sub-licensable to any Sub-contractor where::

- (a) immediately cease all use of the Buyer Existing IPR and New IPR except as provided for in this Contract.

39. BUYER APPROVAL FOR SUPPLIER TO EXPLOIT NEW IPR AND BUYER EXISTING IPR

39.1 Before using, copying or adapting any New IPR for any purpose other than fulfilling its obligations under this Contract, the Supplier must seek the approval of the Buyer in accordance with the provisions of this Paragraph.

39.2 The Buyer may terminate any licence it grants under this Paragraph by notice in writing with immediate effect where the Supplier breaches any condition in that licence.

39.3 The Supplier must provide a proposal setting out:

- (a) the purpose for which it proposes to use the New IPR;
- (b) the activities the Supplier proposes to undertake with or in respect of the New IPR;
- (c) any licence the Supplier requests in respect of Buyer Existing IPR; and
- (d) such further information as the Buyer may reasonably require to properly consider the proposal.

39.4 The Buyer may only refuse the Supplier's proposal where it considers that if the Supplier were to implement the proposal it would harm:

- (a) the Buyer's reputation; or
- (b) the Buyer's interests.

39.5 Where the Buyer has not:

- (a) approved or declined proposal; or
 - (b) required further information, within 20 Working Days of the later of:
 - (c) the date the proposal was first provided to the Buyer; or
 - (d) the date on which further information was provided to the Buyer,
- then the proposal is, for the purposes of this Contract, approved.

40. PROVISION OF INFORMATION ON NEW IPR

40.1 The Buyer may, at any time, require the Supplier to provide information on:

- (a) the purposes, other than for the purposes of this Contract, for which the Supplier uses New IPR; and
- (b) the activities the Supplier undertakes, other than under this Contract, with or in respect of the New IPR.

40.2 The Supplier must provide the information required by the Buyer:

- (a) within twenty (20) Working Days of the date of the requirement; and
- (b) in the form and with the content specified by the Buyer.

41. LICENCES IN RESPECT OF THIRD-PARTY IPR

41.1 The Supplier shall not use in the delivery of the Deliverables any Third Party IPR unless:

- (a) Approval is granted by the Buyer; and
- (b) one of the following conditions is met:
 - (i) the owner or an authorised licensor of the relevant Third Party IPR has granted a direct Third Party IPR Licence on the terms set out in Paragraph 41.2;
 - (ii) if the Supplier cannot, after commercially reasonable endeavours, obtain for the Buyer a Third Party IPR licence as set out in Paragraph (i), all the following conditions are met:
 - (A) the Supplier has notified the Buyer in writing giving details of:

what licence terms can be obtained from the relevant third party; and

whether there are providers which the Supplier could seek to use and the licence terms obtainable from those third parties;
 - (B) the Buyer has agreed to accept the licence terms of one of those third parties; and
 - (C) the owner and authorised licensor of the Third Party IPR has granted a direct licence of the Third Party IPR to the Buyer on those terms; or
 - (iii) the Buyer has provided authorisation to the use of the Third Party IPR in writing, with reference to the acts authorised and the specific IPR involved.

41.2 The Third Party IPR licence referred to in Paragraph 41.1 is the licence set out in Paragraph 37.3 as if:

- (a) the term Third Party IPR were substituted for the term Supplier Existing IPR; and
- (b) the term third party were substituted for the term Supplier, in each place they occur.

42. PATENTS

42.1 Where a patent owned by the Supplier is infringed by the use of the New IPR by the Buyer or any Replacement Supplier, the Supplier hereby grants to the Buyer and the Replacement Supplier a non-exclusive, irrevocable, royalty-free, worldwide patent licence to use the infringing methods, materials or software.

42.2 Where a patent owned by the Supplier is infringed by the use of the New IPR by the Buyer or any Replacement Supplier, the Supplier hereby grants to the Buyer and the Replacement Supplier a non-exclusive, irrevocable, royalty-free, worldwide patent licence to use the infringing methods, materials or software.

Schedule 8: Confidential Information

SEE SCHEDULE 5 OF THE CALL-OFF TERMS AND CONDITIONS IN
SCHEDULE 7 OF THE FRAMEWORK AGREEMENT

Schedule 9 Framework Variation Procedure

1. INTRODUCTION

- (i) This Schedule details the scope of the variations permitted and the process to be followed where CQC proposes a variation to the Agreement.
- (ii) CQC may propose a variation to the Agreement under clause 27 only where the variation does not amount to a material change in the Agreement or the Services.

2. PROCEDURE FOR PROPOSING A VARIATION

- (i) Except where paragraph 5 applies below, CQC may propose a variation using the procedure contained in this paragraph 2.
- (ii) In order to propose a variation, CQC shall serve the Service Provider with written notice of the proposal to vary the Agreement (**Notice of Variation**).
- (iii) The Notice of Variation shall:
 - (a) contain details of the proposed variation providing sufficient information to allow the Service Provider to assess the variation and consider whether any changes to the prices set out in the Pricing Schedule are necessary; and
 - (b) require the Service Provider to notify CQC within 14 days of any proposed changes to the prices set out in the Pricing Schedule.
- (iv) On receipt of the Notice of Variation, the Service Provider has 14 days to respond in writing with any objections to the variation.
- (v) Where CQC does not receive any written objections to the proposed variation within the timescales detailed in paragraph 2(iv), CQC may then serve the Service Provider with a written agreement (detailing the variation and the commencement date of the variation) to be signed and returned by the Service Provider within 14 days of receipt.

3. OBJECTIONS TO A VARIATION

- (i) In the event that CQC receives one or more written objections to a variation, CQC may:
 - (a) withdraw the proposed variation; or
 - (b) propose an amendment to the variation.

4. CHANGES TO THE PRICING SCHEDULE

- (i) Where the Service Provider can demonstrate that a variation would result in a change to the prices set out in the Pricing Schedule, CQC may require further evidence from the Service Provider that any additional costs to the Service Provider will be kept to a minimum.
- (ii) CQC may require the Service Provider to meet and discuss any proposed changes to the Pricing Schedule that would result from a variation.
- (iii) Where a change to the Service Provider's Pricing Schedule is agreed by CQC, CQC shall notify its acceptance of the change to the Service Provider in writing.
- (iv) In the event that CQC and the Service Provider cannot agree to the proposed changes to the Pricing Schedule, CQC may:
 - (a) withdraw the variation; or
 - (b) propose an amendment to the variation.

5. VARIATIONS THAT ARE NOT PERMITTED

- (i) In addition to the provisions contained in paragraph 1(ii), CQC may not propose any variation that:
 - (a) may prevent the Service Provider from performing its obligations under the Agreement; or
 - (b) is in contravention of any Law.