

Contract (Short Form – Services)

Contract for the provision of Health & Safety Training

Contract Reference CQC LD 184

July 2019

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THIS CONTRACT is dated of 2019

PARTIES

- (1) **CARE QUALITY COMMISSION** of 151 Buckingham Palace Road, London, SW1W 9SZ ("**Authority**")
- and
- (2) St John Ambulance of, St John's Gate, St John's Lane, London, EC1M 4DA. Company registration 3866129 ("**Contractor**")
- (Together the "**Parties**")

Background

1. The Authority is the independent health and social care regulator in England that monitors, inspects and regulates health and social care services to ensure they meet fundamental standards of quality and safety. It ensures health and social care services provide people with safe, effective, compassionate, high-quality care and we encourage care services to improve.
2. In order to comply with Health & Safety regulations, the Authority need to have sufficient and trained personnel in each of the offices across the organisation to delivery services such as Fire Marshall and First aid. The purpose of this contract is for the Contractor to deliver the training to meet these regulatory requirements.
3. The Contractor has been appointed by the Authority to provide the Services.
4. Therefore the Parties have agreed to enter into this Contract for the provision of the services defined in the Specifications.

1 Interpretation

1.1 In these terms and conditions:

"Approval" means the written consent of the Authority;

"Authority" means the Care Quality Commission;

"Authority" means:

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, and which are: (i) supplied to the Contractor by or on behalf of the Authority; or (ii) which the Contractor is required to generate, process, store or transmit pursuant to the Contract; or (b) any Personal Data for which the Authority is the Data Controller;
"Award Letter"	means the letter from the Authority to the Contractor containing these terms and conditions;
"Anti-Slavery and Human Trafficking Laws"	means all applicable anti-slavery and human trafficking laws, statutes, regulations, policies and codes from time to time in force including but not limited to the Modern Slavery Act 2015;
"Breach of Security"	means the occurrence of unauthorised access to or use of the Premises, the Premises, the Services, the Contractor system, or any ICT or data (including Authority Data) used by the Authority or the Contractor in connection with the Contract;
"Central Government Body"	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
"Change Control Notice ("CCN")"	means a change control notice in the form set out in Schedule 6;
"Contract"	means the contract consisting of these terms and conditions, any attached Schedules, the invitation to tender including Specification, the Tender Response and Award Letter between the Authority the Contractor;
"Contract Period"	shall mean the Term of the Contract;
"Confidenti"	means all information, whether written or oral (however recorded), provided by the

al Information "	disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
"Contractor "	means the person named as Contractor who was awarded this contract;
"Contractor 's Response"	means the document submitted by the Contractor to the Authority in response to the Authority's invitation to suppliers for formal offers to supply the Services appended hereto in Schedule 3;
"Contractor System"	means the information and communications technology system used by the Contractor in performing the Services including the Software, the Contractor Equipment and related cabling (but excluding the Authority System);
"Controller, Processor, Data Subject, Personal Data, Personal Data Breach and Data Protection Officer"	shall each have the same meaning given in the GDPR;
"Data Protection Legislation"	means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time; (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to the processing of Personal Data and privacy; (iii) all applicable Law about the processing of Personal Data and privacy;
"Data Loss Event"	means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Protection Impact Assessme nt"	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Subject Request"	means a request made by or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access his or her Personal Data;

"DPA"	means the Data Protection Act 2018 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;
"Default"	means any breach of the obligations of the relevant Party (including abandonment of the Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party or the Staff in connection with the subject-matter of the Contract and in respect of which such Party is liable to the other;
"Expiry Date"	Means 31 October 2020
"FOIA"	means the Freedom of Information Act 2000;
"GDPR"	means the General Data Protection Regulation (<i>Regulation (EU) 2016/679</i>);
"Good Industry Practice"	means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances;
"Information"	has the meaning given under section 84 of the FOIA;
"Key Personnel"	means any persons specified as such in the Specification or Contract otherwise notified as such by the Authority to the Contractor in writing;
"Law"	means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, 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 Contractor is bound to comply;
"LED"	means Law Enforcement Directive (<i>Directive (EU) 2016/680</i>)
"Loss"	means any losses, costs, price, expenses, interest, fees (including legal fees), payments, demands, liabilities, claims, proceedings, actions, penalties, price, fines, damages, destruction, adverse judgments, orders or other sanctions and the term "Losses" shall be construed accordingly;
"Party"	means the Contractor or the Authority (as appropriate) and "Parties" shall mean both of them;
"Premises"	means the location where the Services are to be supplied, as set out in the

Specification;

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

"Pricing Schedule" means Schedule 3 containing details of the Price;

"Processing" has the meaning given to it in the Data Protection Legislation but, for the purposes of the Contract, it shall include both manual and automatic processing and "Process" and "Processed" shall be interpreted accordingly;

"Processor Personnel" means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Contract;

"Prohibited Act" means:

(a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:

- i) induce that person to perform improperly a relevant function or activity; or
- ii) reward that person for improper performance of a relevant function or activity;

(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract;

(c) an offence:

- i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);
- ii) under legislation or common law concerning fraudulent acts; or
- iii) the defrauding, attempting to defraud or conspiring to defraud the Authority;

any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct has been carried out in the UK;

"Protective Measures" means appropriate technical and organisational measures which 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

including those outlined in Schedule 5 (Security Requirements and Plan);

"Purchase Order Number"	means the Authority's unique number relating to the supply of the Services by the Contractor to the Authority in accordance with the terms of the Contract;
"Relevant Requirements"	means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
"Replacement Contractor"	means any third party supplier appointed by the Authority to supply any services which are substantially similar to any of the Services in substitution for any of the Services following the expiry, termination or partial termination of the Contract;
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Schedule"	means a schedule attached to, and forming part of, the Contract;
"Security Plan"	means the Contractor's security plan prepared pursuant to paragraph 3 of Schedule 5 (Security Requirements and Plan), an outline of which is set out in an Appendix to Schedule 5;
"Security Policy Framework"	means the HMG Security Policy Framework https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/710816/HMG-Security-Policy-Framework-v1.1.doc.pdf)
"Services"	means the services to be supplied by the Contractor to the Authority under the Contract as set out in Schedule 1;
"Specification"	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter and appended hereto in Schedule 1;
"Staff"	means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor of the Contractor engaged in the performance of the Contractor's obligations under the Contract;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where requested by the Authority, the Authority's procedures for the vetting of personnel as provided to the Contractor from time to time;
"Sub–"	means a third party directly or indirectly contracted to the Contractor (irrespective of

Contractor"	whether such person is an agent or company within the same group of companies as the Contractor) whose services are used by the Contractor (either directly or indirectly) in connection with the provision of the Services, and "Sub-Contract" shall be construed accordingly;
"Sub-processor"	means any third Party appointed to process Personal Data on behalf of the Processor related to this Contract;
"Supplier Code of Conduct"	means the HM Government Contractor Code of Conduct dated September 2017;
"Term"	means the period from the start date of the Contract set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause Error! Reference source not found. or terminated in accordance with the terms and conditions of the Contract;
"Third Party Software"	means software which is proprietary to any third party which is or will be used by the Contractor to provide the Services including the software and which is specified as such in Schedule 7;
"TUPE"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006;
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
"Variation"	means a variation to the Specification, the Price or any of the terms and conditions of the Contract;
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Contract;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and

- 1.2.5 the word 'including' shall be understood as meaning 'including without limitation'.

2 Priority of documents

- 2.1 In the event of, and only to the extent of, any conflict between the clauses of the Contract, any document referred to in those clauses and the Schedules, the conflict shall be resolved in accordance with the following order of precedence:

- a) these terms and conditions
- b) the Schedules
- c) any other document referred to in these terms and conditions

3 Supply of Services

- 3.1 In consideration of the Authority's agreement to pay the Price, the Contractor shall supply the Services to the Authority for the Term subject to and in accordance with the terms and conditions of the Contract.

- 3.2 In supplying the Services, the Contractor shall:

- 3.2.1 co-operate with the Authority in all matters relating to the Services and comply with all the Authority's instructions;
- 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Contractor's industry, profession or trade;
- 3.2.3 use Staff who are suitably skilled, experienced and possess the required qualifications to perform tasks assigned to them, and in sufficient number to ensure that the Contractor's obligations are fulfilled in accordance with the Contract;
- 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
- 3.2.5 comply with all applicable laws; and
- 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.

- 3.3 The Authority may by written notice to the Contractor at any time request a Variation to the scope of the Services. If the Contractor agrees to any Variation to the scope of the Services, the Price shall be subject to fair and reasonable adjustment to be agreed in writing between the Authority and the Contractor.

- 3.4 Any Variation will not take effect unless recorded in a Change Control Notice in the form set out in Schedule 6 and approved in writing by the Authority.

- 3.5 In the event that this Contract or any Purchase Order terminates or expires, the Contractor shall, if requested to do so by the Authority, continue to provide the Services commenced prior to the date of such termination or expiry at no extra cost to the Authority other than the continued payment of the Price for such Services. The Contractor shall comply with its obligations in accordance with the Exit Management Strategy in Schedule 8.

4 Term

- 4.1 The Contract shall take effect on 1 November 2019 and shall expire on the Expiry Date (Initial Contract Period), unless it is otherwise extended in accordance with clause **Error! Reference source not found.** or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Authority may extend the term of the Contract until 31 October 2022 ("Extension"). The Authority may, by giving written notice to the Contractor not less than 10 working days prior to the Expiry Date, extend the Contract for further periods of up to a further 24 Months. Any such period shall not exceed a maximum extension of 12 Months. The terms of the Contract will apply throughout the period of any Extension

5 Price, Payment and Recovery of Sums Due

- 5.1 The Price for the Services shall be as set out in Schedule 2 and shall be the full and exclusive remuneration of the Contractor in respect of the supply of the Services. Unless otherwise agreed in writing by the Authority, the Price shall include every cost and expense of the Contractor directly or indirectly incurred in connection with the performance of the Services.
- 5.2 The Contractor shall invoice the Authority as specified in Schedule 2. Each invoice shall include such supporting information required by the Authority to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.3 In consideration of the supply of the Services by the Contractor, the Authority shall pay the Contractor the invoiced amounts no later than 30 days after receipt of a valid invoice which includes a valid Purchase Order Number. The Authority may, without prejudice to any other rights and remedies under the Contract, withhold or reduce payments in the event of unsatisfactory performance.
- 5.4 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Authority shall, following the receipt of a valid VAT invoice, pay to the Contractor a sum equal to the VAT chargeable in respect of the Services.
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Authority shall pay the undisputed amount. The Contractor shall not suspend the supply of the Services unless the Contractor is entitled to terminate the Contract for a failure to

pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.

- 5.6 If a payment of an undisputed amount is not made by the Authority by the due date, then the Authority shall pay the Contractor interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.7 If any sum of money is recoverable from or payable by the Contractor under the Contract (including any sum which the Contractor is liable to pay to the Authority in respect of any breach of the Contract), that sum may be deducted unilaterally by the Authority from any sum then due, or which may come due, to the Contractor under the Contract or under any other agreement or contract with the Authority. The Contractor shall not be entitled to assert any credit, set-off or counterclaim against the Authority in order to justify withholding payment of any such amount in whole or in part.
- 5.8 Where the Contractor enters into a sub-contract, the Contractor shall include in that sub-contract:
 - 5.8.1 Provisions having the same effect as clauses 5.2 to 5.6 of the Contract and
 - 5.8.2 Provisions requiring the counterparty to that subcontract to include in any sub-contract which it awards provisions having the same effect as clauses 5.2 to 5.6 of this Contract.
 - 5.8.3 In this clause 5.8 'sub-contract' means a contract between two or more Contractors, at any stage of remoteness from the Authority in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.

6 Premises and equipment

- 6.1 If necessary, the Authority shall provide the Contractor with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Authority's premises by the Contractor or the Staff shall be at the Contractor's risk.
- 6.2 If the Contractor supplies all or any of the Services at or from the Authority's premises, on completion of the Services or termination or expiry of the Contract (whichever is the earlier) the Contractor shall vacate the Authority's premises, remove the Contractor's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Authority's premises in a clean, safe and tidy condition. The Contractor shall be solely responsible for making good any damage to the Authority's premises or any objects contained on the Authority's premises which is caused by the Contractor or any Staff, other than fair wear and tear.
- 6.3 If the Contractor supplies all or any of the Services at or from its premises or the premises of a third party, the Authority may, during normal business hours and on

reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.

- 6.4 The Authority shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Authority's premises the Contractor shall, and shall procure that all Staff shall, comply with all the Authority's security requirements.
- 6.5 Where all or any of the Services are supplied from the Contractor's premises, the Contractor shall, at its own cost, comply with all security requirements specified by the Authority in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Authority for the purposes of the Contract shall remain the property of the Authority and shall be used by the Contractor and the Staff only for the purpose of carrying out the Contract. Such equipment shall be returned promptly to the Authority on expiry or termination of the Contract.
- 6.7 The Contractor shall reimburse the Authority for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Contractor or any Staff. Equipment supplied by the Authority shall be deemed to be in a good condition when received by the Contractor or relevant Staff unless the Authority is notified otherwise in writing within 5 Working Days.
- 6.8 Any Premises/land made available from time to time to the Contractor by the Authority in connection with the contract, shall be made available to the contractor on a non-exclusive licence basis free of charge and shall be used by the contractor solely for the purpose of performing its obligations under the contract. The Contractor shall have the use of such Premises/land as licensee and shall vacate the same on completion, termination or abandonment of the Contract.
- 6.9 The Parties agree that there is no intention on the part of the Authority to create a tenancy of any nature whatsoever in favour of the Contractor or its Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the Authority retains the right at any time to use any premises owned or occupied by it in any manner it sees fit.
- 6.10 Should the Contractor require modifications to the Premises, such modifications shall be subject to prior Approval and shall be carried out by the Authority at the Contractor's expense. The Authority shall undertake approved modification work without undue delay. Ownership of such modifications shall rest with the Authority.
- 6.11 All the Contractor's equipment shall remain at the sole risk and responsibility of the Contractor, except that the Authority shall be liable for loss of or damage to any of the Contractor's property located on Authority's Premises which is due to the negligent act or omission of the Authority.

7 Staff and Key Personnel

- 7.1 If the Authority reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Contract, it may, by giving written notice to the Contractor:

- 7.1.1 refuse admission to the relevant person(s) to the Authority's premises;
- 7.1.2 direct the Contractor to end the involvement in the provision of the Services of the relevant person(s); and/or
- 7.1.3 require that the Contractor replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Authority to the person removed is surrendered,

and the Contractor shall comply with any such notice.

7.2 The Contractor shall:

- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures; and if requested, comply with the Authority's Staff Vetting Procedures as supplied from time to time;
- 7.2.2 if requested, provide the Authority with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Authority's premises in connection with the Contract;
- 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Authority; and
- 7.2.4 shall at all times comply with the Supplier Code of Conduct (<https://www.gov.uk/government/publications/Contractor-code-of-conduct>).
- 7.2.5 ensure that it does not engage in any act or omission that would contravene Anti-Slavery and Human Trafficking Laws.

7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Authority, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.

7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Authority (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

7.5 At the Authority's written request, the Contractor shall provide a list of names and addresses of all persons who may require admission in connection with the Contract to the Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Authority may reasonably request.

7.6 The Contractor's Staff, engaged within the boundaries of the Premises shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or outside the Premises.

- 7.7 The Authority may require the Contractor to ensure that any person employed in the provision of the Services has undertaken a Criminal Records Bureau check as per the Staff Vetting Procedures.

8 Assignment and sub-contracting

- 8.1 The Contractor shall not without the written consent of the Authority assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Contract or any part of the Contract. The Authority may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Contractor shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 8.2 If the Contractor enters into a Sub-Contract for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such sub-contract which requires payment to be made of all sums due by the Contractor to the Sub-Contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.
- 8.3 If the Authority has consented to the placing of Sub-Contracts, the Contractor shall:
- (a) impose obligations on its Sub-Contractor on the same terms as those imposed on it pursuant to this Contract and shall procure that the Sub-Contractor complies with such terms; and
 - (b) provide a copy at no charge to the Authority, of any Sub-Contract, on receipt of a request for such by the Authority.
- 8.4 The Authority may assign, novate, or otherwise dispose of its rights and obligations under the Contract without the consent of the Contractor provided that such assignment, novation or disposal shall not increase the burden of the Contractor's obligations under the Contract.

9 Intellectual Property Rights

- 9.1 All intellectual property rights in any materials provided by the Authority to the Contractor for the purposes of this Contract shall remain the property of the Authority but the Authority hereby grants the Contractor a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Contract for the sole purpose of enabling the Contractor to perform its obligations under the Contract.
- 9.2 All intellectual property rights in any materials created or developed by the Contractor pursuant to the Contract or arising as a result of the provision of the Services shall vest in the Authority. If, and to the extent, that any intellectual property rights in such materials vest in the Contractor by operation of law, the Contractor hereby assigns to the Authority by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such

intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).

9.3 The Contractor hereby grants the Authority:

9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Contract and any intellectual property rights arising as a result of the provision of the Services; and

9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:

a) any intellectual property rights vested in or licensed to the Contractor on the date of the Contract; and

b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Contract nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Authority reasonably requires in order to exercise its rights and take the benefit of the Contract including the Services provided.

9.4 The Contractor shall indemnify, and keep indemnified, the Authority in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Authority as a result of or in connection with any claim made against the Authority for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Contractor its Staff, agents or sub-contractors.

9.5 The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Services and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and shall not make any statement which might be prejudicial to the settlement or defence of the claim.

10 Governance and Records

10.1 The Contractor shall:

10.1.1 attend progress meetings with the Authority at the frequency and times specified by the Authority and shall ensure that its representatives are suitably qualified to attend such meetings; and

- 10.1.2 submit progress reports to the Authority at the times and in the format specified by the Authority.
- 10.2 The Contractor shall keep and maintain until 6 years after the end of the Contract, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Services supplied under it and all payments made by the Authority. The Contractor shall on request afford the Authority or the Authority's representatives such access to those records as may be reasonably requested by the Authority in connection with the Contract.

11 Confidentiality, Transparency and Publicity

- 11.1 Subject to clause 11.2, each Party shall:

- 11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
- 11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Contract.

- 11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

- 11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;
- 11.2.2 to its auditors or for the purposes of regulatory requirements;
- 11.2.3 on a confidential basis, to its professional advisers;
- 11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- 11.2.5 where the receiving Party is the Contractor, to the Staff on a need to know basis to enable performance of the Contractor's obligations under the Contract provided that the Contractor shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Contractor's confidentiality obligations under the Contract; and
- 11.2.6 where the receiving Party is the Authority:
 - a) on a confidential basis to the employees, agents, consultants and contractors of the Authority;
 - b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Authority transfers or proposes to transfer all or any part of its business;

c) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or

d) in accordance with clause 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this clause 11.

11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Contract is not Confidential Information and the Contractor hereby gives its consent for the Authority to publish this Contract in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Contract agreed from time to time. The Authority may consult with the Contractor to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.

11.4 The Contractor shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Contract or any part of the Contract in any way, except with the prior written consent of the Authority.

12 Freedom of Information

12.1 The Contractor acknowledges that the Authority is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall and procure that any sub-contractor shall:

12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;

12.1.2 transfer to the Authority all Requests for Information relating to this Contract that it receives as soon as practicable and in any event within 2 Working Days of receipt;

12.1.3 provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and

12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Authority.

12.2 The Contractor acknowledges that the Authority may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Contractor or the Services (including commercially sensitive

information) without consulting or obtaining consent from the Contractor. In these circumstances the Authority shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Contractor advance notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

- 12.3 Notwithstanding any other provision in the Contract, the Authority shall be responsible for determining in its absolute discretion whether any Information relating to the Contractor or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13 Protection of Data

13.1 Authority Data

- 13.1.1 The Contractor shall not delete or remove any proprietary notices contained within or relating to the Authority Data.
- 13.1.2 The Contractor shall not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Contractor of its obligations under this Contract or as otherwise expressly authorised in writing by the Authority.
- 13.1.3 To the extent that Authority Data is held and/or Processed by the Contractor, the Contractor shall supply Authority Data to the Authority as requested by the Authority in the format specified in the Specification.
- 13.1.4 The Contractor shall preserve the integrity of Authority Data and prevent the corruption or loss of Authority Data.
- 13.1.5 The Contractor shall perform secure back-ups of all Authority Data and shall ensure that up-to-date back-ups are stored securely off-site. The Contractor shall ensure that such back-ups are made available to the Authority immediately upon request.
- 13.1.6 The Contractor shall ensure that any system on which the Contractor holds any Authority Data, including back-up data, is a secure system that complies with the Security Policy Framework.
- 13.1.7 If Authority Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Authority may:
- (a) require the Contractor (at the Contractor's expense) to restore or procure the restoration of Authority Data and the Contractor shall do so promptly; and/or
 - (b) itself restore or procure the restoration of Authority Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so.
- 13.1.8 If at any time the Contractor suspects or has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded

in any way for any reason, then the Contractor shall notify the Authority immediately and inform the Authority of the remedial action the Contractor proposes to take.

13.2 Personal Data

13.2.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor.

13.2.2 The Parties agree that they will comply with the provisions on Processing, Personal Data and Data Subjects in Schedule 4.

13.2.3 The Parties shall at all times comply with Data Protection Legislation.

13A Security

13A.1 The Authority shall be responsible for maintaining the security of the Authority's Premises in accordance with its standard security requirements. The Contractor shall comply with all security requirements of the Authority while on the Authority's Premises, and shall ensure that all Staff comply with such requirements.

13A.2 The Contractor shall ensure that the Security Plan produced by the Contractor fully complies with Schedule 5 (Security Requirements and Plan).

13A.3 The Contractor shall comply, and shall procure compliance of its Staff, with Schedule 5 (Security Requirements and Plan).

13A.4 The Authority shall notify the Contractor of any changes or proposed changes to Schedule 5 (Security Requirements and Plan). Any changes shall be agreed in accordance with the procedure in clause 20.3.

13A.5 Until and/or unless a change to the Price is agreed by the Authority, the Contractor shall continue to perform the Services in accordance with its existing obligations.

13A.6 The Contractor shall be liable for, and shall indemnify the Authority against all Losses suffered or incurred by the Authority and/or any third party arising from and/or in connection with any Breach of Security or attempted Breach of Security (to the extent that such Losses were not caused by any act or omission by the Authority).

14 Liability and Insurance

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

14.2 Subject always to clauses 14.3, 14.4 and 14.5:

14.2.1 the aggregate liability of the Contractor in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the

Contract, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Price paid or payable to the Contractor

14.2.2 except in the case of claims arising under clauses 9.4 and 18.4 in no event shall the Contractor be liable to the Authority for any:

- a) loss of profits;
- b) loss of business;
- c) loss of revenue;
- d) loss of or damage to goodwill;
- e) loss of savings (whether anticipated or otherwise); and/or
- f) any indirect, special or consequential loss or damage.

14.3 Nothing in the Contract shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Contractor's liability under the indemnity in clauses 9.4 and 18.4 shall be unlimited.

14.5 The Contractor's liability for all Losses suffered or incurred by the Authority arising from the Contractor's Default resulting in the destruction, corruption, degradation or damage to Authority Data or Personal Data or any copy of such Authority Data or Personal Data shall in no event exceed £42,000.

14.6 The Contractor shall hold:

- a) Employer's liability insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor;
- b) Public liability with the minimum cover per claim of five million pounds (£5,000,000);
- c) Professional indemnity with the minimum cover per claim of five million pounds (£5,000,000);

or any sum as required by Law unless otherwise agreed with the Authority in writing. Such insurance shall be maintained for the duration of the Term and for a minimum of six (6) years following the expiration or earlier termination of the Contract.

15 Force Majeure

- 15.1 Neither Party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from circumstances beyond the reasonable control of the Contractor. Each Party shall promptly notify the other Party in writing, using the most expeditious method of delivery, when such circumstances cause a delay or failure in performance, an estimate of the length of time delay or failure shall continue and when such circumstances cease to cause delay or failure in performance. If such circumstances continue for a continuous period of more than 30 days, either Party may terminate the Contract by written notice to the other Party.
- 15.2 Any failure by the Contractor in performing its obligations under the Contract which results from any failure or delay by an agent, sub-contractor or Contractor shall be regarded as due to Force Majeure only if that agent, sub-contractor or Contractor is itself impeded by Force Majeure from complying with an obligation to the Contractor.

16 Termination

- 16.1 The Authority may terminate the Contract at any time by notice in writing to the Contractor to take effect on any date falling at least 1 month (or, if the Contract is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
- 16.2 Without prejudice to any other right or remedy it might have, the Authority may terminate the Contract by written notice to the Contractor with immediate effect if the Contractor:
- 16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Contract which is not capable of remedy;
 - 16.2.2 repeatedly breaches any of the terms and conditions of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
 - 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Contractor receiving notice specifying the breach and requiring it to be remedied;
 - 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13, 17, 18.4 and 20.11; or
 - 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Contractor (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Contractor's assets or business, or if the Contractor makes any

composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction.

- 16.3 The Contractor shall notify the Authority as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Contractor may terminate the Contract by written notice to the Authority if the Authority has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 If the Authority terminates the Contract under this clause, the Authority shall make no further payments to the Contractor except for Services supplied by the Contractor prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority.
- 16.6 Termination or expiry of the Contract shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 13A, 14, 16.7, 17.4, 18.4, 19 and 20.8 or any other provision of the Contract that either expressly or by implication has effect after termination.
- 16.7 Upon termination or expiry of the Contract, the Contractor shall:
 - 16.7.1 give all reasonable assistance to the Authority and any incoming Contractor of the Services to the extent necessary to effect an orderly assumption by a Replacement Contractor in accordance with the procedure set out in Schedule 8 – Exit Management Strategy; and
 - 16.7.2 return all requested documents, information and data to the Authority as soon as reasonably practicable.

17 Compliance

- 17.1 The Contractor shall promptly notify the Authority of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. The Authority shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Authority's premises and which may affect the Contractor in the performance of its obligations under the Contract.
- 17.2 The Contractor shall:
 - 17.2.1 comply with all the Authority's health and safety measures while on the Authority's premises; and
 - 17.2.2 notify the Authority immediately of any incident occurring in the performance of its obligations under the Contract on the Authority's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.3 The Contractor shall:

- 17.3.1 perform its obligations under the Contract in accordance with all applicable equality Law and the Authority's equality and diversity policy as provided to the Contractor from time to time; and
- 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.
- 17.4 The Contractor shall supply the Services in accordance with the Authority's environmental policy as provided to the Contractor from time to time.
- 17.5 The Contractor shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
 - 17.5.1 the Official Secrets Acts 1911 to 1989; and
 - 17.5.2 section 182 of the Finance Act 1989.

18 Prevention of Fraud, Corruption and Bribery

- 18.1 The Contractor represents and warrants that neither it, nor to the best of its knowledge any Staff, have at any time prior to the Commencement Date:
 - 18.1.1 Committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act and/or
 - 18.1.2 Been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 18.2 The Contractor shall not during the Term:
 - 18.2.1 commit a Prohibited Act; and/or
 - 18.2.2 do or suffer anything to be done which would cause the Authority or any of its employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 18.3 The Contractor shall, during the Term establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; and shall notify the Authority immediately if it has reason to suspect that any breach of clauses 18.1 and/or 18.2 has occurred or is occurring or is likely to occur.
- 18.4 If the Contractor or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Authority) the Authority may:

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

19 Dispute Resolution

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "Mediator") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within one month 20 Working Days of the agreement to refer to a Mediator, either Party shall apply to the Centre for Effective Dispute Resolution to appoint a Mediator.
- 19.4 If the Parties fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, or such longer period as may be agreed by the Parties, either Party may refer the dispute to Court.
- 19.5 The commencement of mediation shall not prevent the parties commencing or continuing court or arbitration proceedings in relation to the dispute.

20 General

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Contract, and that the Contract is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties. This clause does not affect any right or remedy of any person which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999 and does not apply to the Crown.
- 20.3 Subject to Clause 3.4, the Contract cannot be varied except in writing signed by a duly authorised representative of both the Parties.

- 20.4 In the event that the Contractor is unable to accept the Variation to the Specification or where the Parties are unable to agree a change to the Contract Price, the Authority may:
- 20.4.1 allow the Contractor to fulfil its obligations under the Contract without the Variation to the Specification;
 - 20.4.2 terminate the Contract with immediate effect, except where the Contractor has already provided all or part of the Services or where the Contractor can show evidence of substantial work being carried out to fulfil the requirement of the Specification, and in such case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution procedure detailed at clause 19.
- 20.5 The Contract contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Contract on the basis of any representation that is not expressly incorporated into the Contract. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.6 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Contract shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.
- 20.7 The Contract shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Contract. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.8 Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract (whether under the Contract, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.9 If any provision of the Contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Contract and rendered ineffective as far as possible without modifying the remaining provisions of the Contract, and shall not in any way affect any other circumstances of or the validity or enforcement of the Contract.
- 20.10 The Contractor shall take appropriate steps to ensure that neither the Contractor nor any Staff is placed in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Authority under the

provisions of the Contract. The Contractor will disclose to the Authority full particulars of any such conflict of interest which may arise.

- 20.11 The Authority reserves the right to terminate the Contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or potential conflict between the pecuniary or personal interest of the Contractor and the duties owed to the Authority pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.
- 20.12 The Contract constitutes the entire contract between the Parties in respect of the matters dealt with therein. The Contract supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause shall not exclude liability in respect of any Fraud or fraudulent misrepresentation.

21 Notices

- 21.1 Except as otherwise expressly provided in the Contract, no notice or other communication from one Party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party concerned.
- 21.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, first class post, recorded delivery or special delivery), or by facsimile transmission or electronic mail (confirmed in either case by letter). Such letters shall be addressed to the other Party in the manner referred to in clause 21.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given 2 Working Days after the day on which the letter was posted, or 4 hours, in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.
- 21.3 For the purposes of clause 21.2, the address of each Party shall be:

21.3.1 For the Authority:

Address: 151 Buckingham Palace Road, London, SW1W 9SZ
For the attention of: Max Hood

Tel: 03000 616161

Email: [REDACTED]

21.3.2 For the Contractor:

Address: St John Ambulance of, St John's Gate, St John's Lane, London, EC1M 4DA

For the attention of: [REDACTED]
[REDACTED]

[Redacted]

21.4 Either Party may change its address for service by serving a notice in accordance with this clause.

21.5 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

22 Governing Law and Jurisdiction

22.1 The validity, construction and performance of the Contract, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

23 TUPE

Not used

IN WITNESS of which this Contract has been duly executed by the parties on the date first above written.

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

Signature [Redacted]

Name [Redacted]

Position [Redacted]

SIGNED for and on behalf of **[the Contractor]**

ACTING BY, Signature [Redacted]

Name: Kate Twyman

Position: Director of Sales and Customer Service

A DIRECTOR, IN THE PRESEN

Signature of witness: [Redacted]

Witness name: [Redacted]

Witness Address: St John Ambulance, 5 Blenheim Court, Woodlands, Bristol, BS32 4ND

Witness Occupation: Director of Workplace Training

SCHEDULE 1 –SPECIFICATION

Section 1 – Statement of Requirements

1. Executive Summary

This is a specification for Health & Safety training courses required by the Care Quality Commission (CQC). CQC have a duty to comply with Health & Safety regulations and ensure we have enough trained and competent personnel in each of our offices across our whole organisation to deliver services such as Fire Marshall and First Aid.

The supplier will be required to deliver training in new qualifications, re-qualifications and refreshers, always ensuring the content of the courses meets with regulatory requirements and trainers are qualified to deliver this training. This is not a one-off requirement - it is an ongoing delivery programme, demand of which will be subject to factors such as recruitment and staff turnover, changes in legislation and other similar factors.

Links to other Strategies:

Other CQC

The strategy for compliance is noted within CQC Health & Safety Strategy and CQC Health & Safety Policy.

Legislation

This strategy will support CQC compliance under the following legislation:

- [Health and Safety at Work etc Act 1974](#)
- Health and Safety (First Aid) Regulations 1981
- Regulatory Reform (Fire Safety Order) 2005
- The Control of Substances Hazardous to Health Regulations 2002 (as amended)
- Electricity at Work Regulations 1989

2. The Requirement

Summary

CQC require a Supplier to provide the following Health & Safety training courses

- a. Fire Marshall (new qualification, re-qualification, refresher)
- b. First Aid (new qualification, re-qualification, refresher), all First Aid courses to include AED in the course content.

All course content must meet the above regulatory requirements and the Supplier should provide CQC with course content information in response to this specification.

Existing qualifications need maintaining with refresher courses, and natural staff turnover creates a demand for newly qualified volunteers. It is therefore difficult to project training need given the turnover of volunteers in the roles however we have provided some guidance below based on current knowledge. Please note these numbers are not prescriptive and should only be used as an indication of future training requirements.

Our minimum numbers for Fire Marshalls and First Aiders for each office in order to be compliant are:

Office	Fire Marshall Requirement	First Aid Requirement
Birmingham		
Bristol		
Leeds		
London 151 BPR		
Newcastle Citygate		
Nottingham		
Manchester	4	3

A list of courses are shown below and the forecasted volumes are shown in brackets. It should be noted the numbers are subject to change and we can't forecast new qualifications, these are purely used for demonstrative purposes. Training requirements are based on three stages;

- new qualifications;
- Annual refreshers;
- and re-qualifications.

Requirement	2019/20	2020/21	2021/22
Fire Marshall	Requalification [REDACTED]	Requalification [REDACTED]	Requalification [REDACTED]
First Aid	Requalification [REDACTED]	Requalification [REDACTED]	Requalification [REDACTED]
	Annual Refresher [REDACTED]	Annual Refresher [REDACTED]	Annual Refresher [REDACTED]

A price per person should be supplied with your submission along with the cost of a course indicating the minimum and maximum numbers.

Requirements for delivery of training

The supplier will provide training as face to face learning either at a CQC office or local to a CQC office base for Fire Marshall and First Aid. The supplier must be prepared to deliver these courses in a face to face environment should CQC determine that training is required. CQC are seeking a single supplier who can cover all the regional locations.

We would expect Fire Marshall and First Aid to be carried out face to face however understand the supplier may have additional e-learning materials. For any on-line/digital products that the provider may be able to produce or design on our behalf the following requirements must be part of their specifications. All files must be SCORM 1.2, SCORM 2004, or AICC compliant and in zip files.

[Note: Currently, SCORM 2004 3rd edition is implemented. Backward compatibility is generally expected, and thus courses published in 2nd edition are likely to work properly, but it is advised that courses are created using SCORM 2004 3rd edition].

When designing E-Learning please bear in mind the following:

- The majority of CQC staff are home-workers and as such will usually access our LMS on a remote connection. A great number of our home-workers reside in areas with below average broadband speeds/bandwidths – some as low as 0.2mbps.
- All E-learning Modules should be designed and packaged with slow broadband speeds in mind. Where E-learning modules contain a large number of media resulting in large file footprints – designers should consider splitting modules into several sections.
- Completion times of E-Learning modules should be kept to a minimum; where modules are expected to have a completion time of over an hour – designers should consider splitting into separate sections.
- Our workforce access our LMS on a variety of devices and browsers – so E-Learning should be designed to function on all modern browsers (Internet Explorer, Safari, Chrome & Firefox) – this includes designing and publishing SCORM files with HTML5 and SWF compatibility.
- E-Learning products should have 'Bookmarking' feature switched on to allow users to resume learning from the point last accessed.
- All products must meet Level AA of the Web Content Accessibility Guidelines (WCAG) 2.0

CQC office bases and locations where training would be required, either in house or locally to the office are:

- **Newcastle upon Tyne:** Citygate, Gallowgate, Newcastle upon Tyne, NE1 4PA
- **London:** 151 Buckingham Palace Road, London, SW1W 9SZ

- **Nottingham:** Building C, Cumberland Place, Nottingham, NG1 6HJ
- **Birmingham:** 15th Floor, McLaren Building, 46 Priory Queensway, Dale End, Birmingham, B4 7JR
- **Bristol:** 4th Floor, Colston 33, Colston Avenue, Bristol, BS1 4UA
- **Leeds:** 1st Floor, St Paul's House, 23 Park Square South, Leeds, LS1 2ND
- **Manchester:** National Institute for Health and Care Excellence, Level 1A, City Tower, Piccadilly Plaza, Manchester, M1 4BT

Office addresses may change, the regional locations will not. Where the Supplier is unable to provide training at a CQC office site CQC staff will travel to a local site. CQC consider local to be within 10 miles of the office base and accessible via public transport. A question will be included to give assurance that office locations can be covered.

Booking Process

A booking process will be agreed between CQC and the supplier at the start of the contract. There will be nominated persons from CQC who will be the point of contact for all bookings and arrangements. The supplier will be responsible for booking delegates in to open courses and for ensuring all relevant Joining Instructions and pre-course materials are sent to CQC nominated persons for delegates. It would be beneficial to have a nominated point(s) of contact within the supplier who will be responsible for processing CQC bookings, this will aid consistency and understanding between CQC and the supplier.

CQC is seeking a supplier who will:

- Ensure that all training is delivered by an accredited trainer using approved course content
- Wherever possible ensure the training is relevant to CQC Health & safety Policies and Codes of Practice.
- Ensure trainers have all necessary equipment and materials to carry out the training and ensure this equipment is removed following the completion of training
- Ensure that all CQC delegates receive the requisite accreditation or certificate of attendance upon completion of each course in order to maintain legal qualifications
- Ensure certificates are sent to CQC within one month of completion of the course
- Agree a booking process with CQC that is clear and concise and provides all the information necessary
- Ensure there is a suitable venue for all open courses provided, CQC will not source any venues other than CQC offices for closed on-site courses

3. Cost Envelope

The indicative whole life costing envelope for this contract is £38,000 - £48,000 (including vat)

4. Length of contract

Contract duration is for one year plus an option to extend for one year plus one year.

5. Authority Responsibilities

- a. Ensure that all necessary details are provided to the Supplier to enable training to be arranged
- b. Ensure adequate space is made available on CQC office site for on-site training that will take place
- c. CQC will have two main points of contact for the contract, Estates Strategy Officer North and Estates Strategy Officer South

6. Contractor Responsibilities

The Contractor shall:

Appoint a Contract Manager to oversee the work and liaise with / report as CQC requires to CQC's Contract Manager;

- (a) Attend monthly meetings, quarterly reports, or "as and when required" by the CQC points of contact;
- (b) Perform quality assurance on all aspects of the training delivery and processes
- (c) Provide on a monthly basis updates on all costs to CQC
- (d) Any complaints CQC has throughout the lifetime of the contract will be raised in a timely and professional manner to the suppliers contract manager and CQC expect these to be handled timely and appropriately by the successful supplier

7. Contract Management and Monitoring

- Once a Supplier has been appointed, CQC and the supplier will agree a booking process ensuring the requirements are clear each time a booking is made.
- The Supplier will provide costs information for closed and open courses for all training courses requested
- Provide effective communication arrangements with CQC Workplace & Facilities team
- Monthly reports are required that briefly set out training carried out and costs

8. Skills and Knowledge Transfer

Skills and knowledge transfer will be an outcome of the training courses ensuring all delegates have the competency required at the end of the course.

9. Further Information

Site Specific Information and safety

- 1. All equipment and materials not identified in this tender document as being provided by CQC must be provided by the supplier
- 2. CQC may be able to provide parking for a small number of vehicles during working hours, subject to availability. If CQC cannot the Supplier is expected to make their own arrangements.
- 3. CQC will be able to provide toilet facilities during working hours.

10. AUTHORISATION

The following person is authorised to act as the Customer's Representative on all matters relating to the Contract:


Care Quality Commission
151 Buckingham Palace Road
3rd Floor
London
SW1W 9SZ

11. ADDRESS FOR PAYMENT

All invoices must be posted to the address below.

Care Quality Commission
T70 Payables F175
Phoenix House
Topcliffe Lane
Wakefield

All invoices must have a clearly visible purchase order number. CQC will aim to pay all correct invoices within 5 working days

SCHEDULE 2 – PRICE

NAME OF TENDERER: St John Ambulance

The Contractor shall submit invoices to the Authority and payments shall be made once a month in arrears.

CQC LD 184 – Commercial Schedule (Overall Total Weighting = 40%):

Please complete and submit pricing table below. The cost provided must be the final cost - Inclusive of VAT

All submissions must be based upon these terms;

- All prices shall be fixed and firm for the duration of the contract;
- Include all other charges and overheads associated with the element being priced including travel and subsistence costs;
- All costs must be inclusive of VAT;
- All costs must be stated in Pounds Sterling;
- Provide details around any available discounts.

Item No	Fire Marshall inside M25 (costs need to include VAT)	Price per person £	Cancellation Charge £	Exam Retakes** £
1	New Qualification			
2	Annual Refresher			
*3	Requalification			

Item No	Fire Marshall inside M25 (costs need to include VAT)	Price Per course £	What is the cohort size for the course	Cancellation Charge £	Exam Retakes £
4	New Qualification				
5	Annual Refresher				
*6	Requalification				

Item No	Fire Marshall outside M25 (costs need to include VAT)	Price per person £	Cancellation Charge £	Exam Retakes £
1	New Qualification			
2	Annual Refresher			
*3	Requalification			

Item No	Fire Marshall outside M25 (costs need to include VAT)	Price Per course £	What is the cohort size for the course	Cancellation Charge £	Exam Retakes £
4	New Qualification				
5	Annual Refresher				
*6	Requalification				

*No requalification course, the initial course is repeated after 3 years.

However please note that the SJA 2 Hour refresher course priced above constitutes a requalification and if acceptable to CQC could represent a less expensive alternative to repeating the initial course.

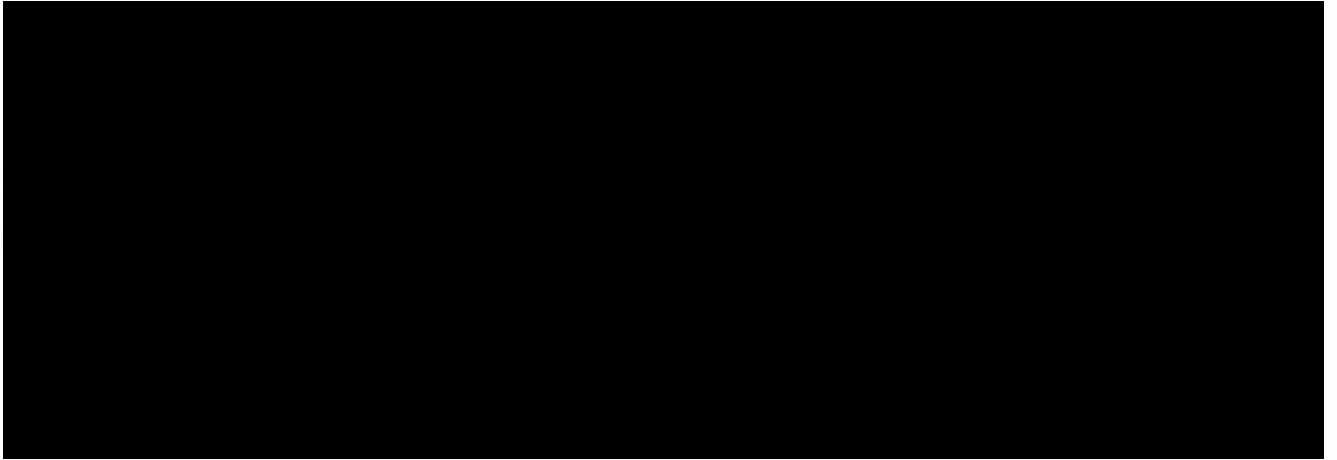
Item No	First Aid inside M25 (costs need to include VAT)	Price per person £	Cancellation Charge £	Exam Retakes £
7	New Qualification			
8	Annual Refresher			
9	Requalification			

Item No	First Aid inside M25 (costs need to include VAT)	Price Per course £	What is the cohort size for the course	Cancellation Charge £	Exam Retakes £
10	New Qualification				
11	Annual Refresher				
12	Requalification				

Item No	First Aid outside M25 (costs need to include VAT)	Price per person £	Cancellation Charge £	Exam Retakes £
7	New Qualification			
8	Annual Refresher			
9	Requalification			

Item No	First Aid outside M25 (costs need to include VAT)	Price Per course £	What is the cohort size for the course	Cancellation Charge £	Exam Retakes £
10	New Qualification				
11	Annual Refresher				
12	Requalification				

** note that these courses do not contain a final exam, they are assessed during the course, resulting in a very high pass rate. On the rare occasions that someone fails, they are required to undertake the entire course again.



SCHEDULE 3 – CONTRACTOR’S RESPONSE

Requirement Statements	Question Weighting
1 Overview of Solution Tenderers must provide a concise summary highlighting the key aspects of the proposal and demonstrate an overall understanding of CQC requirements. Please note: Tenderers must not submit marketing material or any other documents (other than any supporting documents requested by CQC as part of their tender submission) <i>(Maximum: 600 words)</i> Response: St John Ambulance has a good understanding of CQC as an organisation, being registered with and regulated by the CQC and we are proud of our reputation for the provision of safe, high quality Ambulance Services. Corporately, our commitment to Quality Assurance is supported by our policies and procedures, including Quality Policy and Incident Management Framework. With a Royal Charter and as the nation's leading provider of First Aid and Fire Marshal Training, no organisation has greater experience or trains more people than SJA. In 2018 we trained over 260,000 people on 25,000 workplace training courses. We have over 400 workplace trainers who are all certified teachers/trainers qualified to deliver First Aid at Work, Fire Marshal and Moving & Handling Principles, with a range of other courses. Many of our trainers are also volunteers, for example providing first aid cover for events; which not only helps to broaden their references points for use in the classroom but demonstrates their dedication to the wellbeing and healthcare of the nation. With over 260 training venues across England, we can offer training at SJA training centres within the required 10-mile radius of a CQC office as well as offering on-site training at your premises. We work with other voluntary aid societies to set the standards for first aid and health and safety training, including being the co-authors of the official First Aid Manual. Training standards are set and continuously developed by a dedicated team, embodied in robust processes, then checked, monitored and audited by internal and external assessors on a regular basis. All trainers undergo regular CPD activities, maintain a learning portfolio, are observed	This response is not evaluated and should be used to contextualise the Tenderer's response.

Requirement Statements	Question Weighting
regularly and have a dedicated manager providing help, guidance and best practice sharing. In addition to technical capability and adherence to our values of humanity, excellence, accountability, responsiveness and teamwork (HEART), trainers are required to demonstrate 6-core competencies: communication, planning and organising, teamwork, achieving results, service improvement and expertise. Trainers are supported through an integrated infrastructure including a Rostering team who plan which trainers are training and arrange for cover when a trainer becomes unavailable, Resources team who ensure everything required for a course is available, Customer Service team who interface with clients, Standards/Verifications team who monitor quality and adherence to processes, specialist support and administrative personnel who ensure the smooth operation of courses and paperwork. Our 4-Hour Fire Marshal course and the 2-Hour Requalification/Refresher course include practical skills as well as how to be the Fire Marshal in the workplace. Our First Aid at Work, Requalification and Emergency First Aid at Work courses incorporate basic defibrillator training which includes learning about how and when to use an AED, going through the typical voice prompts and practice pad placement. We can also offer a 3-hour dedicated AED training course which we recommend for people most likely to use one or who would prefer more extensive training. Full course details can be found as Appendices 1 and 2. Learners attending our training courses will receive a comprehensive training pack, containing everything they will need for their training course and beyond, including; • First Aid Manual – (3-day First Aid at Work course or 2-day Requalification) • First Aid reference guide – for all other FA courses • Face shield • Dressing • Activity-sheets • Associate membership Insurance for learners attending our First Aid at work courses. This is valid for the life of the certificate when awarded. Learners are assessed through written assessment and continuous observation by the trainer. Successful candidates receive a	

Requirement Statements		Question Weighting
	certificate valid for 3-years. We also offer free of charge tools and resources to support learners after the course.	

Method Statements

Please answer the questions below as fully as possible, taking note of the marks available.

You must score a 3 or above in all of the below evaluation criteria to be considered for this contract.

2	Design & Delivery Please describe (with specific reference to the requirements for delivery of training requirements and the outcomes expected) how you intend to deliver the services required Your response should include, but not be limited to, the following: • your proposed method of delivery for each requirement • how you will manage any associated delivery risks; • how you will monitor, measure and assure quality outcomes; • How you will co-ordinate bookings and any cancellations with reference to our proposed booking process • How you will ensure ongoing delivery of the contract via contract management • Give an assurance that regional office locations can be covered <u>Evaluation Intention:</u> The tender response should demonstrate that the Tenderer has a plan that integrates with the method statement(s); includes flexibility surrounding situations of over and under subscription and has the organisational capacity to undertake the work given other commitments and contingencies. Response Word Limit – 1,600 words	
	Response: St John Ambulance training and assessment design, delivery and awarding will also comply with the requirements of our ISO9001 quality standards and manuals.	

	All courses are delivered according to our extensive Training Standards Handbook which incorporates sector-leading quality standards to ensure compliance with our own standards and any external bodies including awarding organisations, training associations and regulatory bodies. Internal and external auditing and verification processes ensure consistency of training is in-line with national standards. Method of Delivery Due to the size of our organisation and the number of qualified trainers that we employ we would be able to meet the anticipated frequency of courses you require to ensure you have enough, trained and competent personnel in each office to comply with Health and Safety regulations. Learners attending our training courses will each receive a comprehensive training pack specific to that course, containing everything they will need for their training and beyond. As standard the training packs contain a reference guide, and activity sheets. Learners are assessed through written assessment and continuous observation by the trainer throughout the duration of the course. To deliver our courses trainers use a combination of teaching methods with a focus on practical exercises and interactive learning in addition to PowerPoint, video, worksheets and writing boards. SJA is dedicated to supporting the healthcare of the nation and ensuring that delegates leave our courses capable and, crucially, confident in applying the skills they learn. Delivery Risks Our business continuity plans support service continuation, with a large team of trainers able to cover for each other when necessary. We have over 450 trainers and deliver over 25,000 courses per year, at a choice of over 260 venues as well as delivering on-site training. Each day a percentage of our training workforce are allocated to 'on call duties' to ensure training continuity cover in the event of sickness or any other unforeseeable issue. Furthermore, we also have access to and regularly utilise a large pool of casual trainers to provide additional training coverage if required. These trainers adhere to the same stringent quality assurance processes as	
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employees.

To assist with the rostering and management of workflows we utilise a software package called 'People Planner'. People Planner is an internet-based package that is administered and backed up off site by the software provider. This adds to the safety and security of data and minimises the risks of data loss.

BCPs exist for all other parts of the operation, including for every venue and all IT systems; these are overseen by a central team and are regularly reviewed and tested.

Monitor, measure and assure quality outcomes

All our trainers and assessors hold a minimum of a level 3 Certificate in Learning & Development or above (eg CiLD or CTLLS), and have at least two formal training observations a year, plus several Internal Quality Assurance (IQA) observations which assesses that safe decisions are being made by the assessor in the classroom, along with peer and line manager reviews, guidance and support. We operate towards the standards defined by the National Occupational Standards for Learning and Development. Our trainers are measured and evidenced against the current OFSTED standards ensuring their assessments are compliant with the Skills for Health assessment criteria. We have implemented the National Occupational Standards (NOS) 9, 10 and 11 into their training and assessing, which insures that learners on our courses receive the skills, knowledge and understanding needed to reach a recognised level of competence.

We operate using a strict Internal Quality Assurance Strategy, where the responsibilities of staff are clearly outlined to ensure standards are maintained. Our internal Quality Assurance Policy ensures;

- The accuracy and consistency of course delivery and assessment
- All members of the training, assessment and quality assurance teams continuously improve their skills and practice
- We meet St John Awards / SJA Workplace Training Division's requirements

	We achieve this by; • Effective and efficient communication via staff meetings • CPD training days • Allocated development time • 1-2-1 management support within a national personal development framework Each local training team has in place a quality assurance plan for the delivery of d courses. These plans and the implementation of them will be reviewed by the Training Quality Standards Officer as part of the National Common Inspection Framework. Regular meetings are held with Internal Quality Assurance Officers and the External Quality Assurance officer to progress the standardisation process. Coordinate bookings and cancellations The processes agreed with your Account Manager, Steve Swords will be communicated to our Major Accounts Customer Service Team and the Training Team. The Major accounts team is a dedicated team of 15, managed by [REDACTED] The team specifically look after our National Account customers. Specific team members can be assigned to your account, but all 15 team members would be made aware of your training requirements and processes agreed. The wider Customer Service Team consists of around 50 people, ensuring cover and support as necessary, internally SJA can manage communication to all team members to ensure the service you receive from us will always remain at a high standard and will not be affected by sickness or holiday leave. You can book courses up to 12 months in advance, or at short notice if required. All course dates requested more than 4 weeks in advance are routinely accepted and usually dates within that period can be accommodated. Your account manager will work closely with this team to ensure a smooth running of your account. To book a course to take place on your site a member of the Major Accounts Team liaises with you to ensure that we have all the	
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information that we require to book your required training and to ensure that the training environment (such as room size) is suitable, that any known reasonable adjustments that might be required are highlighted and any other relevant details are shared..

You will have access to our online booking portal so that staff members responsible for booking training courses can efficiently and easily book their learners onto scheduled courses at the agreed discounted rate.

All relevant processes will then be communicated to our training team, including any special requirements. SJA record learners' details on electronic registers, these registers are returned to be processed on the last day of the course. Where e-certificates are accepted result, letters showing learners attendance and certificates will normally be issued within two working days. For hard copy certificates, certificates will be issued within 14 days.

Once the course has been booked, we provide joining instructions. These will include details of:

- Where and when they should attend
- Who and how they should contact someone in the event of being late and what the cut off times are?
- Guidance on clothing to wear
- Any required identity checks
- Any activities which will be completed during the training, especially those which may require a specific movement or a physical requirement

Our customer service team use a Management Information System (MIS) to book courses which is bespoke to our requirements. MIS enables us to process bookings across the UK. Once a course is booked onto MIS it then allows the rostering team to assign a suitable trainer within that region. Once a course is booked and confirmed on MIS a booking confirmation email will be sent and an email will be sent to the learner containing joining instructions, MIS also generates all certificates once our eCAR information has been uploaded into it.

Should circumstances mean that you must cancel your course and are unable to transfer your booking to another date at the time of

cancellation, the following charges will apply:

- More than four weeks prior to the course start date – no charge
- Two to four weeks prior to the course – 50% of the course fee
- Less than two weeks prior to the course – full fee

Contract Management

You will have a dedicated [REDACTED]

[REDACTED] who will conduct skype, face-to-face and telephone meetings in line with your requirements and maintain contact with the CQC to discuss our performance and address actions or requirements. Steve assists with everyday queries and can provide attendance, re-qualification and savings reporting.

[REDACTED] has been working for St John Ambulance for over 5 years, with 20 years' plus experience in account management across a range of sectors. Steve is knowledgeable in both training (First Aid, Health & Safety and Mental Health) as well as First aid supplies products.

[REDACTED] works closely with all departments within St John Ambulance including our Major Accounts Customer Service Team and the training teams to ensure your account runs as per your requirements and the service and training you receive is delivered to the highest standards.

Delivery locations

We train more employees and equip more workplaces than any other provider. With over 260 training venues across England we can offer training at one of our venues located within the required 10-mile radius of each CQC office, as well as offer on-site training at your premises.

Below shows the number of training venues we have within a 10-miles of each office.

CQC Office	SJA Training venues
Newcastle upon Tyne	3
London	15
Nottingham	3
Birmingham	7
Bristol	3
Leeds	5
Manchester	5

	Capability & Expertise Please describe the experience of the individuals who you would make available to carry out the required services as outlined in the requirements. Your response should include, but not be limited to, the following: • Confirmation of professional accreditations and qualifications to deliver training • Summary of the backgrounds of each trainer you are proposing to deliver services as part of this contract. • Describe the equipment that will be provided for the attendees. • Provide evidence of the session planning and content Response Word Limit – 1600 words	
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Response:

St John Ambulance is the country's leading provider of First Aid training and expertise. With our Royal Charter and charitable commitment to support the healthcare of the nation, SJA co-authors the official First Aid Manual and works with and advises governance organisations such as the Health & Safety Executive (HSE) to establish and develop standards of first aid. This leading position is underpinned by the largest and best qualified team of first aid trainers in the UK, with all of them professionally certified teachers/trainers, supported by an expert infrastructure including training, clinical, standards and operational experts.

All our trainers possess at least a level 3 certificate in training, such as CiLD or CTLLS. In addition, all receive a minimum of 4 days professional development (CPD) annually, maintain a learning portfolio which is regularly reviewed by training managers, are observed training at least twice a year by professionally qualified quality assessors, and the training activity as a whole is subject to regular internal and external audit (including within our ISO accreditations and a comprehensive Quality Inspection Framework which is compliant with Ofsted standards).

We have a team of over 400 trainers, all of whom have at least a Level 3 teaching/training qualification, and we may use any of these trainers to provide services under this contract. We have outlined below the qualifications of some of the trainers who operate in the anticipated geographic areas under this contract however these are provided as examples rather than solely intending to use these. This provides flexibility and added resilience to our customers.

Name: Trainer 1

■ **Qualifications:** NVQ Level 3 Certificate in Learning and Development, NEBOSH Level 3 Certificate (with Credit) in Occupational Health and Safety; Mental Health First Aid England trainer qualification

Subject specialist qualifications: Full suite of First Aid at Work courses; IOSH Managing Safely; IOSH Working Safely; Mental Health First Aid; Suzy Lamplugh Trust Personal Safety Lone Working, Health & Safety Basics, BSC Risk Assessment, Fire Marshal, Medical Gases, Evacuation Chairs, Moving & Handling Principles, Moving & Handling People; Automated External Defibrillator (AED).

Name: Trainer 2 Qualifications: DTLLS Level 5, NEBOSH Subject specialist qualifications: Full suite of First Aid at Work courses, Paediatric First Aid, Schools First Aid, Fire Marshal, Moving and Handling Principles, IOSH WS, IOSH MS, Health & Safety Basics, Risk Assessment, DSE Risk Assessment, JAUPRT Road Users First Aid, Evacuation Chair; Automated External Defibrillator (AED). Name: Trainer 3 Qualifications: NVQ Level 4 in Learning and Development, Level 3 award in Principles and practice of assessment; Advanced First Aider Subject specialist qualifications: Full suite of First Aid at Work courses, Paediatric First Aid, Schools First Aid, Fire Marshal, Moving and Handling Principles and People; Automated External Defibrillator (AED); In addition to formal qualifications, many of our trainers are also active volunteers, providing opportunities to practice their skills in live situations and an ability to draw upon a wide range of reference points on training courses. Our trainers are experienced in delivering workplace first aid and health and safety training to employees at all levels working in varied environments, sectors and industries, both on-site at company premises and on scheduled courses at our venues. Trainers maintain and develop their skills and expertise through ongoing professional development and are provided with time to do so, this is supplemented with regular team meetings with a local training manager, facilitating best practice sharing, peer review and enhancement of underpinning knowledge and awareness. For example, we have recently run sessions for trainers on LBGT awareness, asthma, mental health, hyperventilation and techniques for directive questioning. Compliance checks are conducted through the routine developmental cycle of classroom observations. We operate this in accordance with a comprehensive Training Standards Manual and a thorough Quality Assurance Strategy, where the responsibilities, expectations and requirements of staff are outlined clearly to ensure standards are maintained. Our Quality Improvement framework provides a clear set of training standards and process that support trainers, learners and managers to	
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	deliver, achieve, monitor and improve high quality training, in line with customer requirements, benchmark standards and the St John Ambulance vision and values. Activity to support quality of training are; • Writing and production of self-assessment and Quality Improvement Plan for each training area • Activity to support the Quality improvement plan includes observations, IQA, Standardisation activities • eLearning platform with an extensive range of knowledge, development and learning opportunities for trainers Learners attending our training courses will each receive a comprehensive training pack specific to that course, containing everything they will need for their training. As standard the training pack will contain a reference guide, note pad, pen and activity sheet(s). Additional resources are provided for First Aid at Work courses which includes a copy of the First Aid Manual (3 or 2-day First Aid at Work courses); First Aid reference guide (for all other first aid courses); Face shield; Training bandage/dressing; Activity sheet; One manikin per 2 students, a maximum of 12 learners per trainer for first aid and 14 for fire marshal. Uniquely for attendees of our first aid courses, all learners are provided with Associate Membership Insurance at no extra charge which is valid for the life of the certificate and covers them if they intervene in a first aid situation and use the skills, we have taught them. Delegates are also invited to provide their email addresses if they want to be sent further support information about first aid, or if they want to use their skills in a volunteer capacity such as at sporting events. All training courses involve the use of electronic presentations, videos and often access to or downloads from the internet, therefore all trainers are provided with laptops however all trainers are also trained to be able to run courses without one. Courses also incorporate many discussions, demonstrations and practice, including defibrillator pad placement and voice prompt practice on first aid courses; on fire marshal courses, delegates are provided with the opportunity to practice using an extinguisher (which we provide as part of the course). Session planning and content The content of the courses are shown in appendices 1 and 2.	
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For each course, trainers are required to devise a highly comprehensive session plan, examples of these are shown in appendices 3 and 4.

Lesson plans consist of:

- A comprehensive plan of topics to be delivered with activities, assessments and key deliverables specified
- Reflection of our values including EID and Safeguarding
- Extension and stretch options for smaller groups or more knowledgeable learners
- Outline of key learning outcomes and a variety of formative and summative assessments to ensure all learners achieve

In addition, we review all courses in terms of a Training Delivery Plan, which consists of:

1. Planning
2. Pre-delivery
3. Delivery
4. Assessment
5. Post assessment / delivery

The stages, roles and responsibilities are summarised below:

Planning	
Centre	Trainer / assessor
1. Is there a training schedule in place and is it communicated to learners? 2. Are there enough resources in place of a sufficient quality? 3. Are the right approvals in place? 4. Is the QA plan in place?	1. Are there lesson plans in place? 2. Have I done appropriate preparation? 3. Have I up to date subject knowledge?
Pre-delivery	
Centre	Trainer / assessor
1. Have learners been booked on correctly and received correct communication? 2. Have all pre-attendance criteria been checked? 3. Are appropriate trainers and assessors in place? 4. Is the appropriate quality assurance in place?	1. Have I checked equipment, resources and venue including trainer created resources? 2. Have I done appropriate pre-qualification checks? 3. Have I completed the paperwork required of me? 4. Am I aware of any special reasonable adjustments and planned such?
Delivery	
Centre	Trainer / assessor
1. Has the quality assurance plan been implemented during delivery?	1. Have I delivered the qualification as planned? 2. Have I provided a quality and accessible experience? 3. Have I completed the paperwork required of me? 4. Have I been open to feedback from learners?

Assessment	
Centre	Trainer / assessor
1. Has the quality assurance plan been implemented during delivery?	1. Have I delivered the qualification as planned? 2. Have I provided a quality and accessible experience? 3. Have I completed the paperwork required of me? 4. Have I marked assessments appropriately? 5. Have I been open to feedback from learners?
Post assessment / delivery	
Centre	Trainer / assessor
1. Have the results and certificate claims been processed effectively, efficiently and on time? 2. Have we provided sufficient celebration of success?	1. Have I completed the appropriate paperwork? 2. Have I completed appropriate quality assurance? 3. Have I completed sufficient work around the referral process?
We have also provided full course content details for each course as Appendix 1_First Aid and Appendix 2_Fire Marshal.	

4 Course Success & Satisfaction

Planning	
Centre	Trainer / assessor
1. Is there a training schedule in place and is it communicated to learners? 2. Are there enough resources in place of a sufficient quality? 3. Are the right approvals in place? 4. Is the QA plan in place?	1. Are there lesson plans in place? 2. Have I done appropriate preparation? 3. Have I up to date subject knowledge?
Pre-delivery	
Centre	Trainer / assessor
1. Have learners been booked on correctly and received correct communication? 2. Have all pre-attendance criteria been checked? 3. Are appropriate trainers and assessors in place? 4. Is the appropriate quality assurance in place?	1. Have I checked equipment, resources and venue including trainer created resources? 2. Have I done appropriate pre-qualification checks? 3. Have I completed the paperwork required of me? 4. Am I aware of any special reasonable adjustments and planned such?
Delivery	
Centre	Trainer / assessor
1. Has the quality assurance plan been implemented during delivery?	1. Have I delivered the qualification as planned? 2. Have I provided a quality and accessible experience? 3. Have I completed the paperwork required of me? 4. Have I been open to feedback from learners?

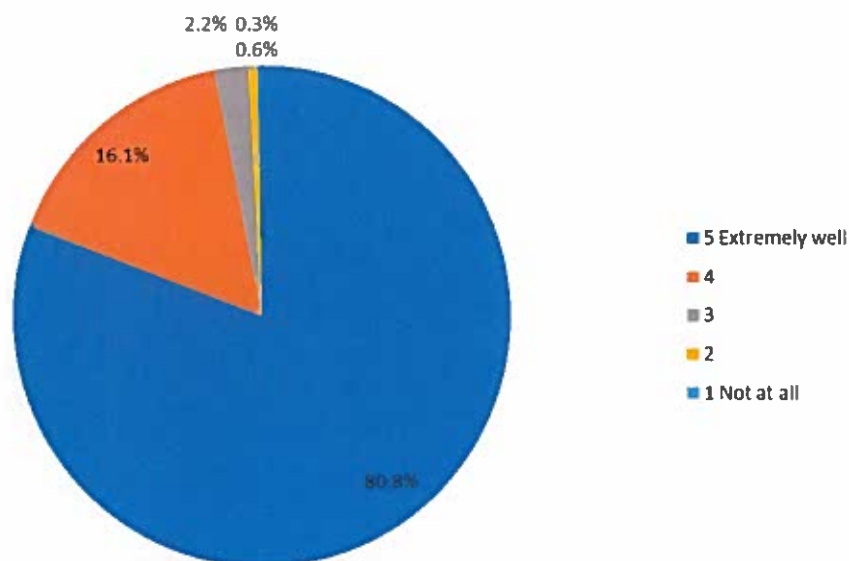
51

During 2018 we delivered over 17,000 core first aid courses and over 3,000 fire marshal courses. The overall pass rate for fire marshal in 2018 was 100% and first aid 99.8%.

All learners are requested to complete an electronic course feedback form at the end of each course. The results of this feedback are collected, analysed and fed back through the training management and customer services teams; they are used as part of our management KPIs as opportunities for improvement, sharing good practice and to assess performance.

We request feedback on a range of criteria including some overarching feedback, the results of which are consistently highly positive. For example, in the most recent set of results, from around 23,000 responses, 99.1% of delegates said they would recommend SJA as a training provider and 96.9% said that the course met their expectations very or extremely well.

How well did the course meet your expectations?



We have an overall score on Trustpilot of 9.7 out of 10 with 95% of reviews being 5 stars. These reviews can be viewed on the following link; <https://uk.trustpilot.com/review/www.sja.org.uk>.

We have a formal Feedback and Public Feedback Policy which is published on our website, we employ a dedicated Feedback Manager and have an integrated process for managing and responding to complaints, which includes a 3-stage process for customers to be able to escalate any complaints if they wish, with the 3rd stage being the CEO. However almost all complaints can be dealt with satisfactorily at the first stage.

In 2018, in addition to the course evaluations submitted through the above process, we also received over 6,000 unsolicited compliments from delegates on our courses.

As part of our ISO 9001 registration and our compliance with CQC regulations we keep full details of all complaints received and make these available for inspection. Such records are held in full compliance with the Data Protection Act 1998/GDPR Regulations.

Our Account Manager assigned to CQC (Steve Swords) can provide you with feedback data from courses and deal with any specific issues, as part of the account management process,

Below are some of the compliments we have recently received from learners attending our courses.

I've just completed the 3-day first aid at work, our tutor was a great tutor, she explained everything perfectly and went over things if people didn't understand first time. I will leave feeling confident at applying first aid skills at my workplace. 5 stars for <the trainer> and a great course.

Please extend my thanks and gratitude to <the trainer>. By far, the best trainer I've come across on a SJA course.

All round, it was excellent. Good amount of material for the time, good practical sessions and balance of PowerPoint and practice.

Just a quick email to say thanks for making today's course relevant and interesting. <The trainer> set out to teach us 'something new' at the beginning of the morning and achieved that through real world experience and handy tips.... He clearly knows his stuff, which is very reassuring in a trainer. I feel more equipped to deal with a first aid incident after today.

(Mental Health First Aid) Having attended an array of courses it was refreshing to have a trainer with such energy and clear subject knowledge and professional experiences.

The course was really well structured and well run. Interactive and learnt a lot of new information and skills to complement previous knowledge.

Thank you for such an enjoyable and informative course. All the presenters were first class and the material was well taught and relevant.

	Reference 1 Customer – Skanska Contact – Angie Prior Position – Category Manager Description of contract - 3-year contract to supply First Aid Training, Moving and Handling, Fire Marshal Value - £240,482 Reference 2 Customer – Babcock International Contact – Damian Cebo Description of contract – 2-year contract to supply first aid suite and H&S (IOSH, FAW, RFAW, EFAW, MHFA, FM, AR) training courses. Value - £120,000	
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SCHEDULE 4 – PROCESSING, PERSONAL DATA AND DATA SUBJECTS

- 1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor. The only processing that the Processor is authorised to do is listed in Annex 1 to this Schedule 4 by the Controller and may not be determined by the Processor.
- 2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 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:
 - (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
 - (a) process that Personal Data only in accordance with Annex 1 to this Schedule 4, 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;
 - (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and

- (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Annex 1 to this Schedule 4);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.
- 5 Subject to paragraph 6, the Processor shall notify the Controller immediately if it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;

- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
- 6 The Processor's obligation to notify under paragraph 5 shall include the provision of further information to the Controller in phases, as details become available.
- 7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event;
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this paragraph. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the processing is not occasional;
 - (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

- 10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:
 - (a) notify the Controller in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Schedule 14 such that they apply to the Sub-processor; and
 - (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 13 The Controller may, at any time on not less than 30 Working Days' notice, revise this paragraph by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 15 Subject to clause 14.5, the Processor shall indemnify the Controller on a continuing basis against any and all Losses incurred by the Controller arising from the Processor's Default under this Schedule 4 and/or any failure by the Processor or any Sub-processor to comply with their respective obligations under Data Protection Legislation.
- 16 Nothing in this Schedule 4 shall be construed as requiring the Processor or any relevant Sub-processor to be in breach of any Data Protection Legislation.

ANNEX 1 – Data Processing Schedule

1. The contact details of the Controller's [REDACTED] Care Quality Commission, 3rd Floor, Buckingham Palace Road, London SW1W 9SZ.
2. The contact details of the Processor's Data Protection Officer are: Data Protection Officer, data-protection@sja.org.uk
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor in accordance with Clause E2.1
Subject matter of the processing	Names of staff and work email addresses and work phone numbers will be provided to the supplier by CQC to book delegates on to training and ensure correct names for certification.
Duration of the processing	Data is provided by CQC to supplier who will keep it from date of provision through to completion of training and certificate issue. Unless instructed otherwise by CQC, the Supplier will retain delegate data for a period of five years from completion of training
Nature and purposes of the processing	CQC keep details of all delegates who have completed training as part of compliance records for Fire Marshal and First Aider training records. Trained personnel names are displayed within CQC offices. The Supplier will use the data to book delegates onto training courses, send joining instructions, and to provide them with the training and issue certificates.
Type of personal data	Name, work email address, work telephone number, course attended and outcome
Categories of Data Subject	CQC Staff
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	CQC are required by law to keep staff names who are trained to provide fire marshal or first aid duties. CQC only keep these names until the point at which the certificate expires or the person declines to continue with duties.

	Unless instructed otherwise by CQC, the Supplier will retain delegate data for a period of five years from completion of training
Sub-processors • Name • Details of the processing activities undertaken • The location of the processing activities • Any relevant instructions given to the sub-processor under contract/legal agreement	Menzies Response Distribution of training certificates using the delegate name and course and contact details UK An agreement is in place with Menzies which covers their processing of personal data.

SCHEDULE 5 – SECURITY REQUIREMENTS AND PLAN

INTERPRETATION AND DEFINITION

For the purposes of this Schedule 5, unless the context otherwise requires the following provisions shall have the meanings given to them below:

“Breach of Security” means the occurrence of unauthorised access to or use of the Premises, the Premises, the Services, the Contractor System, or any ICT or data (including Authority Data) used by the Authority or the Contractor in connection with the Contract.

“Contractor Equipment” means the hardware, computer and telecoms devices and equipment supplied by the Contractor or its Sub-Contractor (but not hired, leased or loaned from the Authority) for the provision of the Services;

“Contractor Software” means software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services and which is specified as such in Schedule 5.

“ICT” means Information Communications Technology and includes a diverse set of technological tools and resources used to communicate, and to create, disseminate, store and manage information, including computers, the Internet, broadcasting technologies (radio and television), and telephony.

“Protectively Marked” shall have the meaning as set out in HMG Security Policy Framework.

“Security Plan” means the Contractor’s security plan prepared pursuant to paragraph 3 an outline of which is set out in an Appendix to this Schedule 5.

“Software” means Specially Written Software, Contractor Software and Third Party Software.

“Specially Written Software” means any software created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of this Contract.

“Third Party Software” means software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Services including the software and which is specified as such in Schedule 7.

1. INTRODUCTION

This Schedule 5 covers:

- 1.1 principles of security for the Contractor System, derived from HMG Security Policy Framework, including without limitation principles of physical and information security;
- 1.2 wider aspects of security relating to the Services;
- 1.3 the creation of the Security Plan;
- 1.4 audit and testing of the Security Plan; and

- 1.5 breaches of security.

2. PRINCIPLES OF SECURITY

- 2.1 The Contractor acknowledges that the Authority places great emphasis on confidentiality, integrity and availability of information and consequently on the security of the Premises and the security for the Contractor System. The Contractor also acknowledges the confidentiality of Authority Data.
- 2.2 The Contractor shall be responsible for the security of the Contractor System and shall at all times provide a level of security which:
 - 2.2.1 is in accordance with Good Industry Practice and Law;
 - 2.2.2 complies with HMG Security Policy Framework; and
 - 2.2.3 meets any specific security threats to the Contractor System.
- 2.3 Without limiting paragraph 2.2, the Contractor shall at all times ensure that the level of security employed in the provision of the Services is appropriate to maintain the following at acceptable risk levels (to be defined by the Authority):
 - 2.3.1 loss of integrity of Authority Data;
 - 2.3.2 loss of confidentiality of Authority Data;
 - 2.3.3 unauthorised access to, use of, or interference with Authority Data by any person or organisation;
 - 2.3.4 unauthorised access to network elements, buildings, the Premises, and tools used by the Contractor in the provision of the Services;
 - 2.3.5 use of the Contractor System or Services by any third party in order to gain unauthorised access to any computer resource or Authority Data; and
 - 2.3.6 loss of availability of Authority Data due to any failure or compromise of the Services.
 - 2.3.7 processing and storage of authority data within the UK or by exception within the EEA. Any processing outside of the UK must be subject to specific approval by the Authority.

3. SECURITY PLAN

- 3.1 The Contractor shall develop, implement and maintain a Security Plan to apply during the Contract Period (and after the end of the term as applicable) which will be approved by the Authority, tested, periodically updated and audited in accordance with this Schedule 5.
- 3.2 A draft Security Plan provided by the Contractor as part of its bid is set out herein.
- 3.3 Prior to the Commencement Date the Contractor will deliver to the Authority for approval the final Security Plan which will be based on the draft Security Plan set out herein.

- 3.4 If the Security Plan is approved by the Authority it will be adopted immediately. If the Security Plan is not approved by the Authority the Contractor shall amend it within 10 Working Days of a notice of non-approval from the Authority and re-submit to the Authority for approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than 15 Working Days (or such other period as the Parties may agree in writing) from the date of its first submission to the Authority. If the Authority does not approve the Security Plan following its resubmission, the matter will be resolved in accordance with clause 19 (Dispute Resolution). No approval to be given by the Authority pursuant to this paragraph 3.4 may be unreasonably withheld or delayed. However any failure to approve the Security Plan on the grounds that it does not comply with the requirements set out in paragraphs 3.1 to 3.4 shall be deemed to be reasonable.
- 3.5 The Security Plan will set out the security measures to be implemented and maintained by the Contractor in relation to all aspects of the Services and all processes associated with the delivery of the Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with:
- 3.5.1 the provisions of this Schedule 5;
 - 3.5.2 the provisions of Schedule 1 relating to security;
 - 3.5.3 the Information Assurance Standards;
 - 3.5.4 the data protection compliance guidance produced by the Authority;
 - 3.5.5 the minimum set of security measures and standards required where the system will be handling Protectively Marked or sensitive information, as determined by the Security Policy Framework;
 - 3.5.6 any other extant national information security requirements and guidance, as provided by the Authority's IT security officers; and
 - 3.5.7 appropriate ICT standards for technical countermeasures which are included in the Contractor System.
- 3.6 The references to Quality Standards, guidance and policies set out in this Schedule shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such Quality Standards, guidance and policies, from time to time.
- 3.7 If there is any inconsistency in the provisions of the above standards, guidance and policies, the Contractor should notify the Authorised Representative of such inconsistency immediately upon becoming aware of the same, and the Authorised Representative shall, as soon as practicable, advise the Contractor which provision the Contractor shall be required to comply with.
- 3.8 The Security Plan will be structured in accordance with ISO/IEC27002 and ISO/IEC27001 or other equivalent policy or procedure, cross-referencing if necessary to other schedules of the Contract which cover specific areas included within that standard.
- 3.9 The Security Plan shall not reference any other documents which are not either in the possession of the Authority or otherwise specified in this Schedule 5.

4. AMENDMENT AND REVISION

- 4.1 The Security Plan will be fully reviewed and updated by the Contractor annually or from time to time to reflect:
- 4.1.1 emerging changes in Good Industry Practice;
 - 4.1.2 any change or proposed change to the Contractor System, the Services and/or associated processes;
 - 4.1.3 any new perceived or changed threats to the Contractor System;
 - 4.1.4 changes to security policies introduced Government-wide or by the Authority; and/or
 - 4.1.5 a reasonable request by the Authority.
- 4.2 The Contractor will provide the Authority with the results of such reviews as soon as reasonably practicable after their completion and amend the Security Plan at no additional cost to the Authority.
- 4.3 Any change or amendment which the Contractor proposes to make to the Security Plan (as a result of an Authority request or change to Schedule 1 or otherwise) shall be subject to a Variation and shall not be implemented until Approved.

5. AUDIT, TESTING AND PROTECTIVE MONITORING

- 5.1 The Authority shall be entitled to send a representative to witness the conduct of the Security Tests. The Contractor shall provide the Authority with the results of such tests (in an Approved form) as soon as practicable after completion of each Security Test.
- 5.2 Without prejudice to any other right of audit or access granted to the Authority pursuant to the Contract, the Authority shall be entitled at any time and without giving notice to the Contractor to carry out such tests (including penetration tests) as it may deem necessary in relation to the Security Plan and the Contractor's compliance with and implementation of the Security Plan. The Authority may notify the Contractor of the results of such tests after completion of each such test. Security Tests shall be designed and implemented so as to minimise the impact on the delivery of the Services.
- 5.3 Where any Security Test carried out pursuant to paragraphs 5.1 or 5.2 reveals any actual or potential security failure or weaknesses, the Contractor shall promptly notify the Authority of any changes to the Security Plan (and the implementation thereof) which the Contractor proposes to make in order to correct such failure or weakness. Subject to Approval in accordance with paragraph 4.3, the Contractor shall implement such changes to the Security Plan in accordance with the timetable agreed with the Authority or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the Security Plan to address a non-compliance with HMG Security Policy Framework or security requirements, the change to the Security Plan shall be at no additional cost to the Authority. For the purposes of this paragraph, a weakness means a vulnerability in security and a potential security failure means a possible breach of the Security Plan or security requirements.

6. BREACH OF SECURITY

- 6.1 Either Party shall notify the other immediately upon becoming aware of any Breach of Security including, but not limited to an actual, potential or attempted breach, or threat to, the Security Plan.
- 6.2 Upon becoming aware of any of the circumstances referred to in paragraph 6.1, the Contractor shall immediately take all reasonable steps necessary to:
- 6.2.1 remedy such breach or protect the Contractor System against any such potential or attempted breach or threat; and
 - 6.2.2 prevent an equivalent breach in the future;
 - 6.2.3 collect, preserve and protect all available audit data relating to the incident and make it available on request to the Authority;
 - 6.2.4 investigate the incident and produce a detailed report for the Authority within 5 working days of the discovery of the incident.
- 6.3 Such steps shall include any action or changes reasonably required by the Authority. If such action is taken in response to a breach that is determined by the Authority acting reasonably not to be covered by the obligations of the Contractor under the Contract, then the Contractor shall be entitled to refer the matter to the variation procedure set out in the Contract.
- 6.4 The Contractor shall as soon as reasonably practicable provide to the Authority full details (using such reporting mechanism as may be specified by the Authority from time to time) of such actual, potential or attempted breach and of the steps taken in respect thereof.

7. CONTRACT EXIT – SECURITY REQUIREMENTS

In accordance with clause 16 of the Contract, on termination of the Contract, either via early termination or completion of the Contract then the Contractor will either return all data to the Authority or provide a certificate of secure destruction using an industry and Authority approved method. Destruction or return of the data will be specified by the Authority at the time of termination of the Contract.

APPENDIX 1- OUTLINE SECURITY PLAN



IT and Network
Security Policy v2.0.0

ANNEX 1: BASELINE SECURITY REQUIREMENTS

1. SECURITY CLASSIFICATION OF INFORMATION

- 1.1 If the provision of the Services requires the Contractor to Process Authority Data which is classified as OFFICIAL, OFFICIAL-SENSITIVE or Personal Data, the Contractor shall implement such additional measures as agreed with the Authority from time to time in order to ensure that such information is safeguarded in accordance with the applicable legislative and regulatory obligations.

2. END USER DEVICES

- 2.1 The Contractor shall ensure that any Authority which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the Authority except where the Authority has given its prior written consent to an alternative arrangement.
- 2.2 The Contractor shall ensure that any device which is used to Process Authority Data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/end-user-device-security>.

2A. TESTING

The Contractor shall at their own cost and expense, procure a CHECK or CREST Certified Contractor to perform an ITHC or Penetration Test prior to any live Authority data being transferred into their systems. The ITHC scope must be agreed with the Authority to ensure it covers all the relevant parts of the system that processes, stores or hosts Authority data.

3. DATA PROCESSING, STORAGE, MANAGEMENT AND DESTRUCTION

- 3.1 The Contractor and Authority recognise the need for the Authority's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Contractor must be able to state to the Authority the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Authority Data will be subject to at all times.
- 3.2 The Contractor shall not, and shall procure that none of its Sub-contractors, process Authority Data outside the EEA without the prior written consent of the Authority and the Contractor shall not change where it or any of its Sub-contractors process Authority Data without the Authority's prior written consent which may be subject to conditions.
- 3.3 The Contractor must be able to demonstrate they can supply a copy of all data on request or at termination of the service, and must be able to securely erase or destroy all data and media that the Authority data has been stored and processed on.

The Contractor shall:

- 3.3.1 provide the Authority with all Authority Data on demand in an agreed open format;

- 3.3.2 have documented processes to guarantee availability of Authority Data in the event of the Contractor ceasing to trade;
- 3.3.3 securely destroy all media that has held Authority Data at the end of life of that media in line with Good Industry Practice; and
- 3.3.4 securely erase any or all Authority Data held by the Contractor when requested to do so by the Authority.

4. NETWORKING

- 4.1 The Authority requires that any Authority Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted when transmitted.
- 4.2 The Authority requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

5. SECURITY ARCHITECTURES

- 5.1 Contractors should design the service in accordance with:
 - NCSC " Security Design Principles for Digital Services "
 - NCSC " Bulk Data Principles "
 - NSCS " Cloud Security Principles "

6. PERSONNEL SECURITY

- 6.1 All Contractor Personnel shall be subject to a pre-employment check before they may participate in the provision and or management of the Services. Such pre-employment checks must include all pre-employment checks which are required by the HMG Baseline Personnel Security Standard or equivalent including: verification of the individual's identity; verification of the individual's nationality and immigration status; and, verification of the individual's employment history; verification of the individual's criminal record. The Contractor maybe required implementing additional security vetting for some roles.

7. IDENTITY, AUTHENTICATION AND ACCESS CONTROL

- 7.1 The Contractor must operate an appropriate access control regime to ensure that users and administrators of the service are uniquely identified. The Contractor must retain records of access to the physical sites and to the service.

8. AUDIT AND PROTECTIVE MONITORING

- 8.1 The Contractor shall collect audit records which relate to security events in delivery of the service or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Contractor audit records should (as a minimum) include:

8.1.1 regular reports and alerts setting out details of access by users of the service, to enable the identification of (without limitation) changing access trends, any unusual patterns of usage and/or accounts accessing higher than average amounts of Authority Data. The retention periods for audit records and event logs must be agreed with the Authority and documented.

8.2 The Contractor and the Authority shall work together to establish any additional audit and monitoring requirements for the ICT Environment.

8.3 The Contractor shall retain audit records collected in compliance with this Paragraph 8.3 for a period of at least 6 months.

9. VULNERABILITIES AND CORRECTIVE ACTION

9.1 Contractors shall procure and implement security patches to vulnerabilities in accordance with the timescales specified in the NCSC Cloud Security Principle 5.

9.2 Contractor must ensure that all COTS Software and Third Party COTS Software be kept up to date such that all Contractor COTS Software and Third Party COTS Software are always in mainstream support.

10. RISK ASSESSMENT

10.1 The Contractor should perform a technical information risk assessment on the service supplied and be able to demonstrate what controls are in place to address those risks.

SCHEDULE 6 – CHANGE CONTROL

Contract Change Note

Contract Change Note Number	
Contract Reference Number & Title	
Variation Title	
Number of Pages	

WHEREAS the Contractor and the Authority entered into a Contract for the supply of [project name] dated [dd/mm/yyyy] (the "Original Contract") and now wish to amend the Original Contract

IT IS AGREED as follows

1. The Original Contract shall be amended as set out in this Change Control Notice:

Change Requestor / Originator		
Summary of Change		
Reason for Change		
Revised Contract Price	Original Contract Value	£
	Previous Contract Changes	£
	DN: Enter all CCN's here so that total value is shown for Audit purposes	
	Contract Change Note [x]	£
	New Contract Value	£
Revised Payment Schedule		
Revised Specification (See Annex [x] for Details)		
DN: Any change to Specification should be added as an Annex to the CCN		

Revised Term/Contract Period	
Change in Contract Manager(s)	
Other Changes	

2. Save as herein amended all other terms of the Original Contract shall remain effective.
3. This Change Control Notice shall take effect on [INSERT DATE] or from the date on which both the Authority and the Contractor have communicated acceptance of its terms.

SIGNED ON BEHALF OF THE AUTHORITY:	SIGNED ON BEHALF OF THE CONTRACTOR:
Signature:	Signature:
Name:	Name:
Position:	Position:
Date:	Date:

SCHEDULE 7 – THIRD PARTY SOFTWARE

CONTRACTOR SOFTWARE

For the purposes of this Schedule 7, “Contractor Software” means software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services. The Contractor Software comprises the following items:

Software	Contractor (if Affiliate of the Contractor)	Purpose	No. of Licences	Restrictions	No. of copies	Other	To be deposited in escrow?
MIS	N/A	Managing training bookings and course delegates	N/A	None	N/A	N/A	N/A
Major Accounts Portal	N/A	Enables major customers to manage their own bookings via web interface	N/A	None	N/A	N/A	N/A

THIRD PARTY SOFTWARE

For the purposes of this Schedule 7, “Third Party Software” means software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Services including the software specified in this Schedule 7. The Third Party Software shall consist of the following items:

Third Party Software	Contractor	Purpose	No. of Licences	Restrictions	No. of copies	Other	To be deposited in escrow?
Office 365	Microsoft	Ad hoc correspondence to / from St John Teams	Used across all St John services – not relevant to disclose	None	N/A	N/A	N/A
Dynamics 365	Microsoft	Email Management system used by customer services to manage enquiries	Used across all St John services – not relevant to disclose	None	N/A	N/A	N/A
Qlikview	Qlik	Reporting system	Used across all St John services – not relevant to disclose	None	N/A	N/A	N/A
People Planner	Access Group	Provision of off the shelf Software for rostering trainers to courses	Used across all St John services – not relevant to disclose	None	N/A	N/A	N/A

Sun	Proactis	Finance system – used for processing POs and Invoices and other payment services	Used across all St John services – not relevant to disclose	None	N/A	N/A	N/A
Email Marketing	Communigator	Bulk email system used to promote St John products and services	Used across all St John services – not relevant to disclose	None	N/A	N/A	N/A

SCHEDULE 8 – EXIT MANAGEMENT STRATEGY

To be determined at the contract meeting