

## Order Form

<b>1. Contract Reference</b>	P2823 HMT-FBD Legal advice
<b>2. Date</b>	04/07/2024
<b>3. Buyer</b>	HM Treasury 1 Horse Guards Road London SW1A 2HQ
<b>4. Supplier</b>	Freshfields Bruckhaus Deringer LLP 100 Bishopsgate London EC2P 2SR  Company registration no. OC334789
<b>5. The Contract</b>	<p>The Supplier shall supply the deliverables described below on the terms set out in this Order Form and the attached contract conditions ("<b>Conditions</b>") and any Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Buyer and may delay conclusion of the Contract.</p>
<b>6. Deliverables</b>	<p>As described in Annex 1 (Statement of Requirements).</p> <p>As set out in Part B of Annex 1 (Statement of Requirements), the Supplier agrees that any advice or information received from the Supplier in connection with the Contract and disclosed by the Buyer pursuant to Part B of Annex 1 (Statement of Requirements) to any Crown Body or Central Government Body may be relied upon by that Crown Body or Central Government Body, subject in each case to the terms set out in the Contract. In all other cases, except as may be subsequently agreed in writing between the Parties (whether between a novation agreement pursuant to clause 23 of the Conditions or otherwise), any legal advice provided by the Supplier is for the benefit of the Buyer and solely for the purposes of the matters described in Part A of Annex 1 (Statement of Requirements). Unless the Supplier expressly agrees in writing, no other person is entitled to rely on the Supplier's legal advice. The Buyer should not disclose legal advice received from the Supplier except as permitted by this Contract, as otherwise agreed in writing by the Supplier, or as required under applicable laws or regulations.</p>

	<p>If the Buyer instructs other advisors (either directly or through the Supplier) in connection with the matters described in Part A of Annex 1 (Statement of Requirements), the Supplier will not be responsible for the advice of those other advisors.</p>												
<b>7. Specification</b>	<p>The specification of the Deliverables is as set out in Annex 1 (Statement of Requirements).</p>												
<b>8. Term</b>	<p>The Term shall commence on 28 June 2024 and the Expiry Date shall be 20 December 2025, unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.</p> <p>The Buyer may extend the Contract for a period of up to 1 year by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period save that the Buyer and Supplier may, acting reasonably and in good faith, agree such amendments to the terms of paragraph 9 of this Order Form (Charges) as are considered appropriate in light of such extension and will use reasonable endeavours to agree such amendments during the extension notice period given by the Buyer to the Supplier.</p>												
<b>9. Charges</b>	<p>The Charges (excluding VAT) for the Deliverables (including additional services within the scope of Annex 1) are capped at £200,000.00.</p> <table border="0"> <thead> <tr> <th><u><b>Grade</b></u></th><th><u><b>Hourly Rate (GBP)</b></u></th></tr> </thead> <tbody> <tr> <td>Partner</td><td><b>REDACTED TEXT FOIA Section 43, Commercial interests</b></td></tr> <tr> <td>Senior Associate</td><td></td></tr> <tr> <td>Midlevel Associate</td><td></td></tr> <tr> <td>Junior Associate</td><td></td></tr> <tr> <td>Trainee</td><td></td></tr> </tbody> </table> <p>The parties recognise that the Deliverables have been delivered as of the date of this Contract and the Supplier is entitled to invoice for the full capped fee.</p> <p>The Supplier will provide additional advice within the scope of Annex 1 as required during the term of this Contract.</p>	<u><b>Grade</b></u>	<u><b>Hourly Rate (GBP)</b></u>	Partner	<b>REDACTED TEXT FOIA Section 43, Commercial interests</b>	Senior Associate		Midlevel Associate		Junior Associate		Trainee	
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<b>10. Payment</b>	<p>All invoices must be sent, quoting a valid purchase order number (PO Number), to:</p> <p><a href="mailto:InvoiceQueries@hmtreasury.gov.uk">InvoiceQueries@hmtreasury.gov.uk</a></p> <p>Within <b>10</b> Working Days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p>												

	<p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact our finance team on the email address above.</p>				
<b>11. Buyer Authorised Representative(s)</b>	<p>For general liaison your contact will be</p> <p><b>REDACTED TEXT FOIA Section 40, Personal Information</b></p> <p>or, in her absence:</p> <p><b>REDACTED TEXT FOIA Section 40, Personal Information</b></p>				
<b>12. Address for notices</b>	<table> <tr> <td><b>Buyer:</b></td><td><b>Supplier:</b></td></tr> <tr> <td><b>REDACTED TEXT FOIA Section 40, Personal Information</b></td><td><b>REDACTED TEXT FOIA Section 40, Personal Information</b></td></tr> </table>	<b>Buyer:</b>	<b>Supplier:</b>	<b>REDACTED TEXT FOIA Section 40, Personal Information</b>	<b>REDACTED TEXT FOIA Section 40, Personal Information</b>
<b>Buyer:</b>	<b>Supplier:</b>				
<b>REDACTED TEXT FOIA Section 40, Personal Information</b>	<b>REDACTED TEXT FOIA Section 40, Personal Information</b>				
<b>13. Key Personnel</b>	<b>REDACTED TEXT FOIA Section 40, Personal Information</b>				
<b>14. Procedures and Policies</b>	<p>On occasions that the Supplier visits the premises of the Buyer they will abide by the security provisions in place and agree to being escorted at all times whilst on the Buyer's premises.</p> <p>The Supplier shall maintain Cyber Essentials certification and shall demonstrate annual compliance with the Cyber Essentials framework (<a href="https://www.ncsc.gov.uk/cyberessentials/overview">https://www.ncsc.gov.uk/cyberessentials/overview</a>).</p> <p>The Supplier shall confirm with the Buyer prior to processing any Personal Data that the Buyer is satisfied with the Supplier's processes to mitigate against risk of breach.</p> <p>The Buyer accepts that the Supplier shall take any steps it considers necessary to comply with all applicable laws and regulations in providing the Deliverables, provided that the Supplier shall ensure that its compliance with the foregoing does not interfere with its provision of the Deliverables unless strictly necessary.</p>				

Signed for and on behalf of the <b>Supplier</b>	Signed for and on behalf of the <b>Buyer</b>
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Name: <b>REDACTED TEXT FOIA Section 40, Personal Information</b>	Name: <b>REDACTED TEXT FOIA Section 40, Personal Information</b>
Role: Partner	Role: Head of Commercial- HMT
Date: 04/07/2024	Date: 04/07/2024
Signature:	Signature:



# Short form Terms

## 1. Definitions used in the Contract

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

<b>“Buyer”</b>	means the person identified in the Order Form;
<b>“Buyer Cause”</b>	any breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer or its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier;
<b>“Central Government Body”</b>	<p>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:</p> <ul style="list-style-type: none"><li>a) Government Department;</li><li>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li><li>c) Non-Ministerial Department; or</li><li>d) Executive Agency;</li></ul>
<b>“Charges”</b>	means the charges for the Deliverables as specified in the Order Form;
<b>“Confidential Information”</b>	means all Personal Data and any information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
<b>“Contract”</b>	means the contract between (i) the Buyer and (ii) the Supplier which is created by the Supplier’s counter signing the Order Form and includes the Order Form and Annexes;
<b>“Crown”</b>	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out

functions on its behalf;

<b>“Crown Body”</b>	means any department, office or executive agency of the Crown;
<b>“Data Protection Legislation”</b>	means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
<b>“Date of Delivery”</b>	means that date by which the Deliverables must be delivered to the Buyer, as specified in the Order Form;
<b>“Deliver”</b>	means hand over the Deliverables to the Buyer at the address and on the date specified in the Order Form, which shall include unloading and any other specific arrangements agreed in accordance with Clause 4. Delivered and Delivery shall be construed accordingly;
<b>“Existing IPR”</b>	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
<b>“Expiry Date”</b>	means the date for expiry of the Contract as set out in the Order Form;
<b>“FBD Firm”</b>	means Freshfields Bruckhaus Deringer LLP, a limited liability partnership incorporated in England, and associated entities and undertakings incorporated or formed in the USA (Freshfields Bruckhaus Deringer US LLP, a limited liability partnership incorporated in New York), in Hong Kong (Freshfields Bruckhaus Deringer, a partnership registered in Hong Kong), in Japan (Freshfields Bruckhaus Deringer Law Office and Freshfields Bruckhaus Deringer Foreign Law Office), in Singapore (Freshfields Bruckhaus Deringer Singapore Pte. Ltd.), in Italy (Studio Legale associato a Freshfields Bruckhaus Deringer), in Germany and Spain (Freshfields Bruckhaus Deringer Rechtsanwälte Steuerberater PartG mbB), in Austria (Freshfields Bruckhaus Deringer Rechtsanwälte PartG mbB) and by means of a number of other associated entities and undertakings, which may vary from time to time
<b>“FOIA”</b>	means the Freedom of Information Act 2000 as amended 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;
<b>“Force Majeure Event”</b>	any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent

or materially delay it from performing its obligations under the Contract but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;

**“GDPR”**

the General Data Protection Regulation (Regulation (EU) 2016/679);

**“Good Industry Practice”**

standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;

**“Government Data”**

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

**“Information”**

has the meaning given under section 84 of the FOIA;

**“Information Commissioner”**

the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;

**“Insolvency Event”**

in respect of a Party: a) if that Party is insolvent; ii) if an order is made or a resolution is passed for the winding up of the Party (other than voluntarily for the purpose of solvent amalgamation or reconstruction); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the Party's assets or business; iv) if the Party makes any composition with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction;

**“Key Personnel”**

means any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing;

**“Law”**

means any Law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy,



	mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
<b>“LED”</b>	Law Enforcement Directive (Directive (EU) 2016/680);
<b>“Losses”</b>	means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and <b>“Loss”</b> shall be interpreted accordingly;
<b>“New IPR”</b>	all and intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier’s Existing IPR;
<b>“Order Form”</b>	means the letter from the Buyer to the Supplier printed above these terms and conditions;
<b>“Party”</b>	the Supplier or the Buyer (as appropriate) and “Parties” shall mean both of them;
<b>“Personal Data”</b>	has the meaning given to it in the GDPR;
<b>“Permitted Recipient”</b>	has the meaning given to it in clause 12.7;
<b>“Purchase Order Number”</b>	means the Buyer’s unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the terms of the Contract;
<b>“Regulations”</b>	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
<b>“Request for Information”</b>	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);
<b>“Specification”</b>	means the specification for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the Order Form;
<b>“Staff”</b>	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Contract;
<b>“Supplier Staff”</b>	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any subcontractor engaged in the performance of the Supplier’s obligations under the Contract;

<b>“Supplier”</b>	means the person named as Supplier in the Order Form;
<b>“Term”</b>	means the period from the start date of the Contract set out in the Order Form to the Expiry Date as such period may be extended or terminated in accordance with the terms and conditions of the Contract;
<b>“VAT”</b>	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
<b>“Workers”</b>	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Deliverables;
<b>“Working Day”</b>	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

## **2. Understanding the Contract**

2.1 In the Contract, unless the context otherwise requires:

- (a) references to numbered clauses are references to the relevant clause in these terms and conditions;
- (b) 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;
- (c) the headings in this Contract are for information only and do not affect the interpretation of the Contract;
- (d) references to “writing” include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
- (e) the singular includes the plural and vice versa;
- (f) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that Law; and
- (g) the word ‘including’, “for example” and similar words shall be understood as if they were immediately followed by the words “without limitation”.

## **3. How the Contract works**

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

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

## **4. What needs to be delivered**

### **4.1 All Deliverables**

The Supplier must provide Deliverables: (i) in accordance with the Specification; (ii) to a professional standard; (iii) using reasonable skill and care; (iv) using Good Industry Practice; (v) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract; (vi) on the dates agreed; and (vii) that comply with all Law.

### **4.2 Goods clauses – not used**

### **4.3 Services clauses**

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

## **5. Pricing and payments**

- 5.1 In exchange for the Deliverables, the Supplier shall be entitled to invoice the Buyer for the charges in the Order Form. The Supplier shall raise invoices promptly and in any event within 90 days from when the charges are due.
- 5.2 All Charges:
- (a) exclude VAT, which is payable on provision of a valid VAT invoice;
  - (b) include all costs and expenses connected with the supply of Deliverables, unless otherwise stated in the Order Form.
- 5.3 The Buyer must pay the Supplier the charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the Order Form.
- 5.4 A Supplier invoice is only valid if it:
- (a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer; and
  - (b) includes a detailed breakdown of Deliverables which have been delivered (if any).
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 33.
- 5.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 5.7 The Supplier must ensure that all subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Buyer can publish the details of the late payment or non-payment.
- 5.8 The Supplier and the Buyer may from time to time mutually agree further/alternative requirements and practices concerning payments invoicing.

## **6. The Buyer's obligations to the Supplier**

- 6.1 If Supplier fails to comply with the Contract as a result of a Buyer Cause:
- (a) the Buyer cannot terminate the Contract under clause 11;
  - (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;
  - (c) the Supplier is entitled to additional time needed to deliver the Deliverables; and

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

6.2 Clause 6.1 only applies if the Supplier:

- (a) gives notice to the Buyer within 10 Working Days of becoming aware;
- (b) demonstrates that the failure only happened because of the Buyer Cause; and
- (c) mitigated the impact of the Buyer Cause.

## **7. Record keeping and reporting**

7.1 The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form.

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

7.3 The Supplier must allow any auditor appointed by the Buyer to verify all contract accounts and records of everything to do with the Contract by providing access to those accounts and records of the Supplier and/or providing copies for the audit, provided that nothing in this Clause 7 shall require the Supplier to do or permit anything that would cause the Supplier to breach its duties of obligations to its clients, or to breach any of its regulatory obligations.

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

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

- (a) tell the Buyer and give reasons;
- (b) propose corrective action; and
- (c) provide a deadline for completing the corrective action.

7.6 If the Buyer, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract then the Buyer may:

- (a) require that the Supplier provide to the Buyer (for its approval) a plan within ten Working Days of a written request by the Buyer setting out how the Supplier will ensure continued performance of the Contract and the Supplier will make changes to such plan as reasonably required by the Buyer and once it is agreed then the Supplier shall implement such plan and report to the Buyer on demand; and
- (b) if the Supplier fails to provide a plan pursuant to clause 7.6(a) above or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Buyer notifies).

## **8. Supplier staff**

- 8.1 The Supplier Staff involved in the performance of the Contract must:
- (a) be appropriately trained and qualified;
  - (b) be vetted using Good Industry Practice;
  - (c) comply with all conduct requirements when on the Buyer's premises.
- 8.2 Where a Buyer decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.
- 8.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach this clause 8.
- 8.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.
- 8.5 The Supplier indemnifies the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.
- 8.6 The Supplier shall use those persons nominated in the Order Form as Key Personnel (if any) to provide the Deliverables and shall not remove or replace any of them unless:
- (a) requested to do so by the Buyer (not to be unreasonably withheld or delayed);
  - (b) the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
  - (c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated for material breach of contract by the employee.

## **9. Rights and protection**

- 9.1 The Supplier warrants and represents that:
- (a) it has full capacity and authority to enter into and to perform the Contract;
  - (b) the Contract is executed by its authorised representative;
  - (c) it is a legally valid and existing organisation incorporated in accordance with the Laws of the place it was formed;
  - (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
  - (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;

- (f) the execution of the Contract and its performance of its obligations under the Contract do not and will not constitute a breach of any Law or obligation applicable to it;
  - (g) it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
  - (h) it is not impacted by an Insolvency Event.
- 9.2 The warranties and representations in clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 9.3 Without limiting the Buyer's obligation to pay VAT arising on the Charges, the Supplier shall ensure the full payment of any taxes that are due from the Supplier to HMRC and any other taxation authorities.
- 9.4 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.

## 10. Intellectual Property Rights (IPRs)

- 10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty free-, irrevocable, non-transferable (except as part of the transfer of the Contract pursuant to clause 23) worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it and its sub-licensees to both:
  - (a) receive and use the Deliverables; and
  - (b) use the New IPR.
- 10.2 Any New IPR created under the Contract is owned by the Supplier. Supplier gives the Buyer a non-exclusive, perpetual, royalty free, irrevocable, non-transferable (except as part of the transfer of the Contract pursuant to clause 23) worldwide licence transferable to use any New IPRs to enable it and its sub-licensees to receive and use the Deliverables.
- 10.3 The Buyer gives the Supplier a licence to use Buyer's Existing IPRs for the purpose of fulfilling its obligations under the Contract..
- 10.4 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 10.5 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in this clause 10 or otherwise agreed in writing.
- 10.6 If any claim is made against the Buyer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Buyer against all

Losses incurred by, awarded against, or agreed to be paid by the Buyer as a result of the IPR Claim.

- 10.7 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- (a) obtain for the Buyer the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights; and
  - (b) replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.

## **11. Ending the contract**

- 11.1 The Contract takes effect on the date of or (if different) the date specified in the Order Form and ends on the earlier of the date of expiry or termination of the Contract or earlier if required by Law.
- 11.2 The Buyer can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.

### **11.3 Ending the Contract without a reason**

The Buyer has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and upon such termination clause 11.5(b) to 11.5(g) (inclusive) shall apply.

### **11.4 When the Buyer can end the Contract**

- (a) If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:
  - (i) there's a Supplier Insolvency Event;
  - (ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
  - (iii) if the Supplier is in material breach of any obligation which is not, in the reasonable opinion of the Buyer, capable of remedy;
  - (iv) if the Supplier is in material breach of any obligation which is, in the reasonable opinion of the Buyer, capable of remedy, and that breach is not remedied to the satisfaction of the Buyer within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
  - (v) there's a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Buyer in writing;



- (vi) if the Buyer discovers that the Supplier was in one of the situations in 57(1) or 57(2) of the Regulations at the time the Contract was awarded;
  - (vii) not used;
  - (viii) the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them.
- (b) If any of the events in 73(1) (a) to (c) of the Regulations (substantial modification, exclusion of the Supplier, procurement infringement) happen, the Buyer has the right to immediately terminate the Contract and clause 11.5(b) to 11.5(g) applies.

### **11.5 What happens if the Contract ends**

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

- (a) the Supplier is responsible for the Buyer's reasonable costs of procuring replacement deliverables for the rest of the term of the Contract;
- (b) the Buyer's payment obligations under the terminated Contract stop immediately;
- (c) accumulated rights of the Parties are not affected;
- (d) the Supplier must promptly delete or return the Government Data except where required to retain copies by Law;
- (e) the Supplier must promptly return any of the Buyer's property provided under the Contract;
- (f) the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement; and
- (g) the following clauses survive the termination of the Contract: 3.3, 7.2 to 7.4 (inclusive), 8.5, 9, 10, 11, 14, 15, 16, 17, 18, 34, 35 and any clauses which are expressly or by implication intended to continue.

### **11.6 When the Supplier can end the Contract**

- (a) The Supplier can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.
- (b) Subject to the UK's rules of professional responsibility for providers of legal services, the Supplier may terminate the Contract, on reasonable written notice, if continuing to provide the Deliverables to the Buyer would, in the Supplier's reasonable opinion, cause the Supplier to breach its legal or regulatory obligations.

- (c) If a Supplier terminates the Contract under clause 11.6(a) or 11.6(b):
  - (i) the Buyer must promptly pay all outstanding charges incurred to the Supplier;
  - (ii) the Buyer must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence – the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated; and
  - (iii) clauses 11.5(d) to 11.5(g) apply.

## **11.7 Partially ending and suspending the Contract**

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

## **12. How much you can be held responsible for**

### **12.1 Notwithstanding any other provision in this Contract:**

- (a) the Buyer's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 125% of the Charges paid or payable to the Supplier; and
- (b) the Supplier's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) shall be limited to £3 million.

### **12.2 No Party is liable to the other for:**

- (a) any indirect, special or consequential Losses; or
- (b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

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

- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
  - (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; or
  - (c) any liability that cannot be excluded or limited by Law.
- 12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 8.5, 10.6 or 13.2.
- 12.5 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.
- 12.6 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.
- 12.7 By agreeing to allow the disclosure of the Deliverables by the Buyer to any Central Government Body or Crown Body (each a "**Permitted Recipient**"), and the reliance on the legal advice comprised in such Deliverables by those Permitted Recipients, each in accordance with Part B of the Statement of Requirements, the Supplier does not assume any duty or obligation to Permitted Recipients that is different from or more extensive than that which it owes to the Buyer. Accordingly, no error or inaccuracy in or omission from the Deliverables or otherwise in the work or advice in connection with the Deliverables shall be a breach of any duty or obligation owed to any Permitted Recipient in connection with any information disclosed by the Buyer pursuant to this Contract or shall otherwise form the basis of any liability to such Permitted Recipient unless it would also be a breach of duty or obligation owed or otherwise form the basis of liability to the Buyer. The Supplier's liability to the Buyer and any Permitted Recipient(s) arising out of or in connection with this Contract shall be limited so that the aggregate of the Supplier's liability to the Buyer and the Permitted Recipient(s) for all claims and losses, of whatever nature, in respect of any matter shall not be greater than the Supplier's liability in respect of that matter to the Buyer. The Buyer acknowledges that circumstances may arise where the Supplier's aggregate liability to the Buyer and the Permitted Recipient(s) would otherwise exceed this limit and that this potentially reduces the Supplier's liability to the Buyer, so the Buyer should consider whether to agree between itself and the Permitted Recipient(s) how this limitation on the Supplier's liability is to be apportioned between any claims made in such circumstances. Any such apportionment will be entirely a matter for the Buyer and the Permitted Recipient(s). Whether or not such apportionment is agreed, the limit of liability specified above shall not be disputed for any reason at all.
- 12.8 Where the Buyer suffers any loss for which the Supplier is jointly and severally liable with any third party or third parties, the extent to which such loss shall be recoverable by the Buyer from the Supplier, as opposed to the third party, shall be limited so as to be in proportion to the Supplier's contribution to the overall fault for such loss, as agreed between all of the parties, or in the absence of agreement as finally determined to be just and equitable having regard to the extent which the Supplier and the applicable third party is responsible for the loss suffered pursuant to the dispute resolution process set out in Clause 33. Any limitation or exclusion or restriction (however it arises) on the liability of any such third party shall be ignored in

determining whether and to what extent that person is liable to the Buyer for the purposes of determining the Supplier's liability.

- 12.9 The Buyer shall procure that each Permitted Recipient understands and agrees to the limitations on the Supplier's liability set out in this Clause 12. Such agreement by a Permitted Recipient shall be a precondition to (i) the Buyer's right to disclose the Deliverables to that Permitted Recipient and (ii) the Permitted Recipient's right to rely on the legal advice comprised in the Deliverables, each in accordance with Part B of the Statement of Requirements.

### **13. Obeying the Law**

- 13.1 The Supplier must, in connection with provision of the Deliverables, use reasonable endeavours to:
- (a) comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at (<https://www.gov.uk/government/publications/supplier-code-of-conduct>) and such other corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time;
  - (b) support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010;
  - (c) not use nor allow its subcontractors to use modern slavery, child labour or inhumane treatment; and
  - (d) not used.
- 13.2 The Supplier indemnifies the Buyer against any costs resulting from any default by the Supplier in complying with any applicable Law to do with the Contract.
- 13.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 13.1 and Clauses 26 to 31.
- 13.4 "Compliance Officer" means the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;

### **14. Data protection**

- 14.1 The Supplier will process any Personal Data that is transferred to, or is otherwise obtained by, it in the course of our business relationship with the Buyer in accordance with Data Protection Legislation. In particular the Supplier will process Personal Data:
- (a) only for specified, explicit and legitimate purposes (including the performance of legal services, meeting its legal and regulatory obligations, the administration of matters, business development and marketing its services to the Buyer, and know-how management); and
  - (b) in a manner that ensures an appropriate level of security of the personal data, using appropriate technical and organisational measures.
- 14.2 In the event that a matter involves transfers of Personal Data from the European Economic Area ('EEA') or the United Kingdom ('UK') to a country outside the EEA or

UK, the Buyer agrees to co-operate with the Supplier to ensure an appropriate transfer mechanism in accordance with Data Protection Legislation is in place for such transfers. Where necessary, the Supplier will work with the Buyer to complete any required transfer impact assessments and enter into any prescribed standard contractual clauses.

- 14.3 When the Buyer transfers or otherwise makes Personal Data available to the Supplier, the Buyer agrees to ensure it has obtained the personal data, and is transferring or making it available to the Supplier for the purposes of this Contract, in compliance with Data Protection Legislation. This includes, where necessary, providing information to Data Subjects, obtaining any necessary regulatory approvals and Data Subjects' consent for the transfer and subsequent processing of the Personal Data by the Supplier for the purposes for which the Personal Data was transferred or made available to the Supplier. The Buyer agrees to inform the Supplier of any limitations on the processing of the Personal Data (including due to actions of Data Subjects, such as withdrawal of consent or the exercise of the right to object to the processing), prior to transferring or making the Personal Data available to the Supplier, or in any event as soon as possible thereafter.
- 14.4 The Buyer may access the Supplier's privacy notice here:  
<https://www.freshfields.com/en-gb/footer/privacy/>.

## **15. What you must keep confidential**

- 15.1 Each Party must:
- (a) keep all Confidential Information it receives confidential and secure;
  - (b) not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract; and
  - (c) immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
- 15.2 In spite of clause 15.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:
- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
  - (b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
  - (c) if the information was given to it by a third party without obligation of confidentiality;
  - (d) if the information was in the public domain at the time of the disclosure;
  - (e) if the information was independently developed without access to the disclosing Party's Confidential Information;

- (f) to its auditors or for the purposes of regulatory requirements;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis;
- (h) in the case of the Supplier, on a confidential basis, to any FBD Firm or, if required to facilitate (whether directly or indirectly) the provision of the Deliverables by the Supplier, to any third party, provided that any such disclosure shall be limited to the extent practicable; and
- (i) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

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

- (a) on a confidential and strictly “need to know” basis to the employees, professional advisers, agents, consultants and contractors of the Buyer;
- (b) on a confidential basis to any Crown Body or Central Government Body, any successor body to a Crown Body or Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
- (c) if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament;
- (e) to a proposed transferee, assignee or novatee of, or successor in title to the Buyer; and
- (f) under clause 16.

15.4 For the purposes of clauses 15.2 to 15.3 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 15.1.

15.5 Information which is exempt from disclosure by clause 16 is not Confidential Information.

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

## **16. When you can share information**

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

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

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

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

- 16.3 The Buyer may talk to the Supplier to help it decide whether to publish information under clause 16. However, the extent, content and format of the disclosure is the Buyer's decision, which does not need to be reasonable.

## **17. Invalid parts of the contract**

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

## **18. No other terms apply**

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

## **19. Other people's rights in a contract**

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

## **20. Circumstances beyond your control**

- 20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:
- (a) provides written notice to the other Party; and
  - (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 20.2 Either party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.
- 20.3 Where a Party terminates under clause 20.2:
- (a) each party must cover its own losses;
  - (b) clause 11.5(b) to 11.5(g) apply.

## **21. Relationships created by the contract**

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

## **22. Giving up contract rights**

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

## **23. Transferring responsibilities**

- 23.1 The Supplier cannot assign the Contract without the Buyer's written consent.
- 23.2 Subject to providing prior written notice to the Supplier, the Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.
- 23.3 When the Buyer uses its rights under clause 23.2 the Supplier must enter into a novation agreement in the form that the Buyer specifies.
- 23.4 The Supplier can terminate the Contract novated under clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- 23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 23.6 If the Buyer asks the Supplier for details about subcontractors involved in the provision of the Deliverables, the Supplier must provide details of all such subcontractors at all levels of the supply chain including:
  - (a) their name;
  - (b) the scope of their appointment;
  - (c) the duration of their appointment.

## **24. Changing the contract**

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

## **25. How to communicate about the contract**

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



## **26. Preventing fraud, bribery and corruption**

26.1 The Supplier shall not:

- (a) commit any criminal offence referred to in the Regulations 57(1) and 57(2);
- (b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Buyer or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.

26.2 The Supplier shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with good industry practice, to prevent any matters referred to in clause 26.1 and any fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify the Buyer immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.

26.3 If the Supplier or the Staff engages in conduct prohibited by clause 26.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:

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

## **27. Equality, diversity and human rights**

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

- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise;
- (b) any other requirements and instructions which the Buyer reasonably imposes related to equality Law.

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

## **28. Health and safety**

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

- (a) all applicable Law regarding health and safety;
- (b) the Buyer's current health and safety policy while at the Buyer's premises, as provided to the Supplier.

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

## **29. Environment**

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

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

## **30. Tax**

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

30.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Contract, the Supplier must comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions.

## **31. Conflict of interest**

31.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in a position of conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, as required under applicable professional conduct rules.

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

31.3 The Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there a conflict of interest.

## **32. Reporting a breach of the contract**

32.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of Law, clause 13.1, or clauses 26 to 31.

- 32.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 32.1.

### **33. Resolving disputes**

- 33.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute.
- 33.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 33.3 to 33.5.
- 33.3 Unless the Buyer refers the dispute to arbitration using clause 33.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- (a) determine the dispute;
  - (b) grant interim remedies;
  - (c) grant any other provisional or protective relief.
- 33.4 The Supplier agrees that the Buyer has the exclusive right to refer any dispute to be finally resolved by arbitration under the UNCITRAL Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 33.5 The Buyer has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 33.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 33.4.
- 33.6 The Supplier cannot suspend the performance of the Contract during any dispute.

### **34. Which Law applies**

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