



Ministry of Defence

Army Innovation Commercial Team

Contract No: 711086451

**For: The supply of provision of studies into
Effectiveness of Measuring the Physiology of
Ovulation with Wearables in Energetic Roles.
(EMPOWER)**

RM6126 Order form terms and conditions

15 August 2024 to 15 August 2025

**Between the Secretary of State for
Defence of the United Kingdom of
Great Britain and Northern Ireland**

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JOINT SCHEDULE 1 (DEFINITIONS)

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

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

1.3. In each Contract, unless the context otherwise requires:

1.3.1. the singular includes the plural and vice versa; 1.3.2. reference to a gender includes the other gender and the neuter; 1.3.3. references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;

1.3.4.a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;

1.3.5. the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";

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

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

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

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

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

1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract; and 1.3.12. where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole.

1.4. In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Achieve"	In respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "Achieved" , "Achieving" and "Achievement" shall be construed accordingly.
"Additional Insurances"	Insurance requirements relating to an Order Contract specified in the Order Form additional to those outlined in Joint Schedule 3. (Insurance Requirements)
"Admin Fee"	Means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-amsupplier/management-information/admin-fees
"Affected Party"	The party seeking to claim relief in respect of a Force Majeure Event.
"Affiliates"	In relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time.
"Annex"	Extra information which supports a Schedule.
"Approval"	The prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly.
"Audit"	The Relevant Authority's right to: <ol style="list-style-type: none">I. verify the accuracy of the Charges and any other amounts payable by a Buyer under an Order Contract (including proposed or actual variations to them in accordance with the Contract);II. verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;III. verify the Open Book Data;IV. verify the Supplier's and each Subcontractor's compliance with the applicable Law;V. identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigationsVI. identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or anyVII. Subcontractors or their ability to provide the Deliverables;VIII. obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;

- IX. review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;
- X. carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;
- XI. enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources;
- XII. Authority has used its resources;
- XIII. verify the accuracy and completeness of any Management
- XIV. Information delivered or required by the DPS Contract

"Auditor"

- I. the Buyer's internal and external auditors;
- II. the Buyer's statutory or regulatory auditors;
- II. the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;
- V. HM Treasury or the Cabinet Office;
- V. any party formally appointed by the Buyer to carry out audit or similar review functions; and
- /I. successors or assigns of any of the above

"Authority"

CCS and each Buyer.

"Authority Cause"

Any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier.

"BACS"

The Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom.

"Beneficiary"

A Party having (or claiming to have) the benefit of an indemnity under this Contract.

"Buyer"

The relevant public sector purchaser identified as such in the Order Form.

"Buyer Assets"

The Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract.

"Buyer Authorised Representative"

The representative appointed by the Buyer from time to time in relation to the Order Contract initially identified in the Order Form;

"Buyer Premises"	Premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them).
"CCS"	The Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP.
"CCS Authorised Representative"	The representative appointed by CCS from time to time in relation to the DPS Contract initially identified in the DPS Appointment Form and subsequently on the Platform.
"Central Government Body"	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: <ul style="list-style-type: none"> I. Government Department; II. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); III. Non-Ministerial Department; or IV. Executive Agency;
"Change in Law"	Any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date.
"Change of Control"	A change of control within the meaning of Section 450 of the Corporation Tax Act 2010.
"Charges"	The prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Order Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Order Contract less any Deductions.
"Claim"	Any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	The Confidential Information listed in the DPS Appointment Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss.
"Comparable Supply"	The supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables.
"Compliance Officer"	The person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations.
"Confidential Information"	Means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as " confidential ") or which ought reasonably to be considered to be confidential.

"Conflict of Interest"	A conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS.
"Contract"	Either the DPS Contract or the Order Contract, as the context requires.
"Contracts Finder"	The Government's publishing portal for public sector procurement opportunities.
"Contract Period"	The term of either a DPS Contract or Order Contract from the earlier of the: <ul style="list-style-type: none"> i) applicable Start Date; or ii) the Effective Date until the applicable End Date.
"Contract Value"	The higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier.
"Contract Year"	A consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof.
"Control"	Control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and " Controlled " shall be construed accordingly.
"Controller"	Has the meaning given to it in the GDPR.
"Core Terms"	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under DPS Contracts and Order Contracts;
"Costs"	The following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: <ul style="list-style-type: none"> a) The cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including: i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; any other contractual employment benefits; staff training; vii) workplace accommodation; viii) workplace IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Buyer b) Costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets c) Operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables; but excluding: <ul style="list-style-type: none"> i. Overhead financing or similar costs

- II. maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Order Contract Period whether in relation to Supplier Assets or otherwise
- III. Taxation; fines and penalties
- IV. Amounts payable under Order Schedule 16 (Benchmarking) where such Schedule is used and non-cash items (including depreciation, amortisation, impairments, and movements in provisions)

"Crown Body"	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government 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.
"CRTPA"	The Contract Rights of Third Parties Act 1999.
"Data Protection Impact Assessment"	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy.
"Data Protection Officer"	Has the meaning given to it in the GDPR.
"Data Subject"	Has the meaning given to it in the GDPR.
"Data Subject Access Request"	A request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
"Deductions"	All Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under an Order Contract.
"Default"	Any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority.
"Default Management Levy"	Has the meaning given to it in Paragraph 8.1.1 of DPS Schedule 5 (Management Levy and Information)
"Delay Payments"	The amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Mobilisation Plan.
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation.

"Delivery"	Delivery of the relevant Deliverable or Milestone in accordance with the terms of an Order Contract as confirmed and accepted by the Buyer by either (a) confirmation in writing to the Supplier; or (b) where Order Schedule 13 (Implementation Plan and Testing) is used, issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly.
"Disaster"	The occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the "Disaster Period")
"Disclosing Party"	The Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential)
"Dispute"	Any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts.
"Dispute Resolution Procedure"	The dispute resolution procedure set out in Clause 34 (Resolving disputes)
"Documentation"	<p>Descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <ul style="list-style-type: none"> A. Would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables B. Is required by the Supplier in order to provide the Deliverables; and/or has been or shall be generated for the purpose of providing the Deliverables
"DOTAS"	The Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions.
"DPA 2018"	The Data Protection Act 2018.
"DPS"	The dynamic purchasing system operated by CCS in accordance with Regulation 34 that this DPS Contract governs access to.
"DPS Application"	The application submitted by the Supplier to CCS and annexed to or referred to in DPS Schedule 2 (DPS Application)

"DPS Appointment Form"	The document outlining the DPS Incorporated Terms and crucial information required for the DPS Contract, to be executed by the Supplier and CCS and subsequently held on the Platform.
"DPS Contract"	The dynamic purchasing system access agreement established between CCS and the Supplier in accordance with Regulation 34 by the DPS Appointment Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice.
"DPS Contract Period"	The period from the DPS Start Date until the End Date or earlier termination of the DPS Contract.
"DPS Expiry Date"	The date of the end of the DPS Contract as stated in the DPS Appointment Form.
"DPS Incorporated Terms"	The contractual terms applicable to the DPS Contract specified in the DPS Appointment Form.
"DPS Initial Period"	The initial term of the DPS Contract as specified in the DPS Appointment Form.
"DPS Optional Extension Period"	Such period or periods beyond which the DPS Initial Period may be extended up to a maximum of the number of years in total specified in the DPS Appointment Form.
"DPS Pricing"	The maximum price(s) applicable to the provision of the Deliverables set out in DPS Schedule 3 (DPS Pricing)
"DPS Registration"	The registration process a Supplier undertakes when submitting its details onto the Platform.
"DPS SQ Submission"	The Supplier's selection questionnaire response.
"DPS Special Terms"	Any additional terms and conditions specified in the DPS Appointment Form incorporated into the DPS Contract.
"DPS Start Date"	The date of start of the DPS Contract as stated in the DPS Appointment Form.
"Due Diligence Information"	Any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date.
"Effective Date"	The date on which the final Party has signed the Contract.
"EIR"	The Environmental Information Regulations 2004.
"Employment Regulations"	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC.

"End Date"	The earlier of: <ul style="list-style-type: none"> A) the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or B) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract
"Environmental Policy"	To conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer.
"Estimated Year 1 Contract Charges"	The anticipated total charges payable by the Supplier in the first Contract Year specified in the Order Form.
"Estimated Yearly Charges"	Means for the purposes of calculating each Party's annual liability under clause 11.2 : <ul style="list-style-type: none"> I. in the first Contract Year, the Estimated Year 1 Contract Charges; or II. in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or III. after the end of the Contract, the Charges paid or payable in the last Contract Year during the Contract Period;
"Equality and Human Rights Commission"	The UK Government body named as such as may be renamed or replaced by an equivalent body from time to time.
"Existing IPR"	Any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise)
"Expiry Date"	The DPS Expiry Date or the Order Expiry Date (as the context dictates)
"Extension Period"	The DPS Optional Extension Period or the Order Optional Extension Period as the context dictates.
"Filter Categories"	The number of categories specified in DPS Schedule 1 (Specification), if applicable.
"FOIA"	The Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation.

"Force Majeure Event"	<p>Any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:</p> <ol style="list-style-type: none"> I. acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract II. riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare III. acts of a Crown Body, local government or regulatory bodies; IV. fire, flood or any disaster; or V. an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: VI. 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; VII. 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 any failure of delay caused by a lack of funds;
"Force Majeure Notice"	A written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event.
"GDPR"	The General Data Protection Regulation (Regulation (EU) 2016/679)
"General Anti-Abuse Rule"	The legislation in Part 5 of the Finance Act 2013; and any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions.
"General Change in Law"	A Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply.
"Goods"	Goods made available by the Supplier as specified in DPS Schedule 1 (Specification) and in relation to an Order Contract as specified in the Order Form.
"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"	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf.

"Government Data"	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 Authority's Confidential Information, and which: <ul style="list-style-type: none"> i) are supplied to the Supplier by or on behalf of the Authority; or the ii) supplier is required to generate, process, store or transmit pursuant to a Contract
"Government Procurement Card"	The Government's preferred method of purchasing and payment for low value goods or services: https://www.gov.uk/government/publications/governmentprocurement-card--2
"Guarantor"	The person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract.
"Halifax Abuse Principle"	The principle explained in the CJEU Case C-255/02 Halifax and Others.
"HMRC"	Her Majesty's Revenue and Customs.
"ICT Policy"	The Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Order Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure.
"Impact Assessment"	An assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including: <ul style="list-style-type: none"> I. details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; II. details of the cost of implementing the proposed Variation III. details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the DPS Pricing/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party IV. a timetable for the implementation, together with any proposals for the testing of the Variation; and such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request
"Implementation Plan"	The plan for provision of the Deliverables set out in Order Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer.
"Indemnifier"	A Party from whom an indemnity is sought under this Contract.
"Independent Control"	Where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly.

"Indexation"	The adjustment of an amount or sum in accordance with DPS Schedule 3 (DPS Pricing) and the relevant Order Form.
"Information"	Has the meaning given under section 84 of the Freedom of Information Act 2000.
"Information Commissioner"	The UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies.
"Initial Period"	The initial term of a Contract specified on the Platform or the Order Form, as the context requires.
"Insolvency Event"	<p>In respect of a person:</p> <ul style="list-style-type: none"> A. a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or c) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or B. a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or C. a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or D. an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or E. it is or becomes insolvent within the meaning of section 123 of the F. Insolvency Act 1986; or G. being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or H. where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or I. any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction
"Installation Works"	All works which the Supplier is to carry out at the beginning of the Order Contract Period to install the Goods in accordance with the Order Contract.
"Intellectual Property Rights" or "IPR"	<ul style="list-style-type: none"> A. copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trademarks, rights in internet domain names and website addresses and other rights in trade or B. business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information

- C. applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
- D. all other rights having equivalent or similar effect in any country or jurisdiction

"Invoicing Address"	The address to which the Supplier shall Invoice the Buyer as specified in the Order Form.
"IPR Claim"	Any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract.
"IR35"	The off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies
"Joint Controller Agreement"	The agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (<i>Processing Data</i>)
"Joint Controllers"	Where two or more Controllers jointly determine the purposes and means of Processing.
"Key Personnel"	The individuals (if any) identified as such in the Order Form.
"Key Sub-Contract"	Each Sub-Contract with a Key Subcontractor.
"Key Subcontractor"	Any Subcontractor: <ul style="list-style-type: none"> a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Order Contract, and the Supplier shall list all such Key Subcontractors on the Platform and in the Key Subcontractor Section in the Order Form;
"Know-How"	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date.

"Law"	Any law, 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 with which the relevant Party is bound to comply.
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"Losses"	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and " Loss " shall be interpreted accordingly.
"Man Day"	7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Man Hours"	The hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks.
"Management Information"	The management information specified in DPS Schedule 5 (Management Levy and Information)
"Management Levy"	The sum specified on the Platform payable by the Supplier to CCS in accordance with DPS Schedule 5 (Management Levy and Information)
"Marketing Contact"	Shall be the person identified in the DPS Appointment Form.
"MI Default"	Means when two (2) MI Reports are not provided in any rolling six (6) month period.
"MI Failure"	Means when an MI report: <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or is not submitted by the reporting date (including where a declaration of no business should have been filed)
"MI Report"	Means a report containing Management Information submitted to the Authority in accordance with DPS Schedule 5 (Management Levy and Information)
"MI Reporting Template"	Means the form of report set out in the Annex to DPS Schedule 5 (Management Levy and Information) setting out the information the Supplier is required to supply to the Authority.
"Milestone"	An event or task described in the Mobilisation Plan.
"Milestone Date"	The target date set out against the relevant Milestone in the Mobilisation Plan by which the Milestone must be Achieved.

"Month"	A calendar month and "Monthly" shall be interpreted accordingly.
"National Insurance"	Contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992.
"New IPR"	IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same; but shall not include the Supplier's Existing IPR.
"Occasion of Tax Non – Compliance"	<p>Where any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <ol style="list-style-type: none"> I. a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; II. the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; III. and/or any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;
"Open Book Data"	<p>Complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Order Contract, including details and all assumptions relating to:</p> <ol style="list-style-type: none"> a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables; b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ol style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade; iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and

- iv) Reimbursable Expenses, if allowed under the Order Form; c) Overheads;
- d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;
- e) the Supplier Profit achieved over the DPS Contract Period and on an annual basis;
- f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;
- iii) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and the actual Costs profile for each Service Period

"Order"	Means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract.
"Order Contract"	The contract between the Buyer and the Supplier (entered into pursuant to the provisions of the DPS Contract), which consists of the terms set out and referred to in the Order Form.
"Order Contract Period"	The Contract Period in respect of the Order Contract.
"Order Expiry Date"	The date of the end of an Order Contract as stated in the Order Form.
"Order Form"	A completed Order Form Template (or equivalent information issued by the Buyer) used to create an Order Contract.
"Order Form Template"	The template in DPS Schedule 6 (Order Form Template and Order Schedules)
"Order Incorporated Terms"	The contractual terms applicable to the Order Contract specified under the relevant heading in the Order Form.
"Order Initial Period"	The Initial Period of an Order Contract specified in the Order Form.
"Order Optional Extension Period"	Such period or periods beyond which the Order Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form.
"Order Procedure"	The process for awarding an Order Contract pursuant to Clause 2 (How the contract works) and DPS Schedule 7 (Order Procedure)
"Order Special Terms"	Any additional terms and conditions specified in the Order Form incorporated into the applicable Order Contract.

"Order Start Date"	The date of start of an Order Contract as stated in the Order Form.
"Order Tender"	The tender submitted by the Supplier in response to the Buyer's Statement of Requirements following an Order Procedure and set out at Order Schedule 4 (Order Tender)
"Other Contracting Authority"	Any actual or potential Buyer under the DPS Contract.
"Overhead"	Those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs"
"Parliament"	Takes its natural meaning as interpreted by Law.
"Party"	In the context of the DPS Contract, CCS or the Supplier, and in the in the context of an Order Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits.
"Performance Indicators" or "PIs"	The performance measurements and targets in respect of the Supplier's performance of the DPS Contract set out in DPS Schedule 4 (DPS Management)
"Personal Data"	Has the meaning given to it in the GDPR.
"Personal Data Breach"	Has the meaning given to it in the GDPR.
"Personnel"	All directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Sub processor engaged in the performance of its obligations under a Contract.
"Platform"	The online application operated on behalf of CCS to facilitate the technical operation of the DPS.
"Prescribed Person"	A legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-listof-prescribed-people-and-bodies
"Processing"	Has the meaning given to it in the GDPR.
"Processor"	Has the meaning given to it in the GDPR.
"Processor Personnel"	All directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract.

"Progress Meeting"	A meeting between the Buyer Authorised Representative and the Supplier Authorised Representative.
"Progress Meeting Frequency"	The frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form.
"Progress Report"	A report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates.
"Progress Report Frequency"	The frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form.
"Prohibited Acts"	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> A. induce that person to perform improperly a relevant function or activity; or B. reward that person for improper performance of a relevant function or activity; <p>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 each Contract; or committing any offence:</p> <ul style="list-style-type: none"> A. under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or B. under legislation or common law concerning fraudulent acts; or C. defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK.
"Protective Measures"	Appropriate technical and organisational measures which may include pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in DPS Schedule 9 (Cyber Essentials), if applicable, in the case of the DPS Contract or Order Schedule 9 (Security), if applicable, in the case of an Order Contract.
"Recall"	A request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance.
"Recipient Party"	The Party which receives or obtains directly or indirectly Confidential Information.

"Rectification Plan"	The Supplier's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include: <ul style="list-style-type: none"> a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable)
"Rectification Plan Process"	The process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process)
"Regulations"	The Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires)
"Reimbursable Expenses"	The reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including: travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed.
"Relevant Authority"	The Authority which is party to the Contract to which a right or obligation is owed, as the context requires.
"Relevant Authority's Confidential Information"	<ul style="list-style-type: none"> A. all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR) B. any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and C. information derived from any of the above
"Relevant Requirements"	All applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010.
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established.

"Reminder Notice"	A notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time.
"Replacement Deliverables"	Any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Order Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party.
"Replacement Subcontractor"	A Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor)
"Replacement Supplier"	Any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer.
"Request For Information"	A request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs.
"Required Insurances"	The insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form.
"Satisfaction Certificate"	The certificate (materially in the form of the document contained in Part B of Order Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Order Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test.
"Schedules"	Any attachment to a DPS or Order Contract which contains important information specific to each aspect of buying and selling.
"Security Management Plan"	The Supplier's security management plan prepared pursuant to Order Schedule 9 (Security) (if applicable)
"Security Policy"	The Buyer's security policy, referred to in the Order Form, in force as at the Order Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier.
"Self Audit Certificate"	Means the certificate in the form as set out in DPS Schedule 8 (Self Audit Certificate)
"Serious Fraud Office"	The UK Government body named as such as may be renamed or replaced by an equivalent body from time to time.
"Service Levels"	Any service levels applicable to the provision of the Deliverables under the Order Contract (which, where Order Schedule 14 (Service Credits) is used in this Contract, are specified in the Annex to Part A of such Schedule)
"Service Period"	Has the meaning given to it in the Order Form.

"Services"	Services made available by the Supplier as specified in DPS Schedule 1 (Specification) and in relation to an Order Contract as specified in the Order Form.
"Service Transfer"	Any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor.
"Service Transfer Date"	The date of a Service Transfer.
"Sites"	Any premises (including the Buyer Premises, the Supplier's premises or third-party premises) from, to or at which: <ul style="list-style-type: none"> a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables
"SME"	An enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises.
"Special Terms"	Any additional Clauses set out in the DPS Appointment Form or Order Form which shall form part of the respective Contract.
"Specific Change in Law"	A Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date.
"Specification"	The specification set out in DPS Schedule 1 (Specification), as may, in relation to an Order Contract, be supplemented by the Order Form.
"Standards"	Any: <ul style="list-style-type: none"> a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in DPS Schedule 1 (Specification) c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; relevant Government codes of practice and guidance applicable from time to time
"Start Date"	In the case of the DPS Contract, the date specified on the DPS Appointment Form, and in the case of an Order Contract, the date specified in the Order Form.

"Statement of Requirements"	A statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Order Procedure.
"Storage Media"	The part of any device that is capable of storing and retrieving data.
"Sub-Contract"	Any contract or agreement (or proposed contract or agreement), other than an Order Contract or the DPS Contract, pursuant to which a third party: <ul style="list-style-type: none"> a) provides the Deliverables (or any part of them) b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or is responsible for the management, direction or control of the provision of the Deliverables (or any part of them)
"Subcontractor"	Any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person.
"Subprocessor"	Any third party appointed to process Personal Data on behalf of that Processor related to a Contract.
"Supplier"	The person, firm or company identified in the DPS Appointment Form.
"Supplier Assets"	All assets and rights used by the Supplier to provide the Deliverables in accordance with the Order Contract but excluding the Buyer Assets.
"Supplier Authorised Representative"	The representative appointed by the Supplier named in the DPS Appointment Form, or later defined in an Order Contract.
"Supplier's Confidential Information"	<ul style="list-style-type: none"> a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract; <p>Information derived from any of (a) and (b) above.</p>
"Supplier's Contract Manager"	The person identified in the Order Form appointed by the Supplier to oversee the operation of the Order Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment.
"Supplier Equipment"	The Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Order Contract.

"Supplier Non-Performance"	Where the Supplier has failed to: <ul style="list-style-type: none"> a) Achieve a Milestone by its Milestone Date; b) provide the Goods and/or Services in accordance with the Service Levels, and/or comply with an obligation under a Contract.
"Supplier Profit"	In relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of an Order Contract for the relevant period.
"Supplier Profit Margin"	In relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage.
"Supplier Staff"	All directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract.
"Supply Chain Information Report Template"	The document at Annex 1 of Joint Schedule 12 (Supply Chain Visibility)
"Supporting Documentation"	Sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Order Contract detailed in the information are properly payable.
"Termination Notice"	A written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination.
"Test Issue"	Any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in an Order Contract.
"Test Plan"	A plan for the Testing of the Deliverables; and setting out other agreed criteria related to the achievement of Milestones.
"Tests and Testing"	Any tests required to be carried out pursuant to an Order Contract as set out in the Test Plan or elsewhere in an Order Contract and "Tested" shall be construed accordingly.
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables.
"Transferring Supplier Employees"	Those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date.

"Transparency Information"	The Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – <ul style="list-style-type: none"> A. any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and B. Commercially Sensitive Information
"Transparency Reports"	The information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Order Schedule 1 (Transparency Reports)
"Variation"	Has the meaning given to it in Clause 24 (Changing the contract)
"Variation Form"	The form set out in Joint Schedule 2 (Variation Form)
"Variation Procedure"	The procedure set out in Clause 24 (Changing the contract)
"VAT"	Value added tax in accordance with the provisions of the Value Added Tax Act 1994
"VCSE"	A non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental, or cultural objectives.
"Worker"	Any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.

CORE TERMS- DPS

1. Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

2. How the contract works

2.1 The Supplier is eligible for the award of Order Contracts during the DPS Contract Period.

2.2 CCS does not guarantee the Supplier any exclusivity, quantity or value of work under the DPS Contract.

2.3 CCS has paid one penny to the Supplier legally to form the DPS Contract. The Supplier acknowledges this payment.

2.4 If the Buyer decides to buy Deliverables under the DPS Contract it must use DPS Schedule 7 (Order Procedure) and must state its requirements using DPS Schedule 6 (Order Form Template and Order Schedules). If allowed by the Regulations, the Buyer can:

- (a) make changes to DPS Schedule 6 (Order Form Template and Order Schedules);
- (b) create new Order Schedules;
- (c) exclude optional template Order Schedules; and/or
- (d) use Special Terms in the Order Form to add or change terms.

2.5 Each Order Contract:

- (a) is a separate Contract from the DPS Contract;
- (b) is between a Supplier and a Buyer;
- (c) includes Core Terms, Schedules and any other changes or items in the completed Order Form; and (d) survives the termination of the DPS Contract.

2.6 Where the Supplier is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this DPS Contract before accepting their order.

2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.

2.8 The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

- (a) verify the accuracy of the Due Diligence Information; or
- (b) properly perform its own adequate checks.

2.9 CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.

2.10 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

2.11 An Order Contract can only be created using the electronic procedures described in the FTS Notice as required by the Regulations.

2.12 A Supplier can only receive Orders under the DPS Contract while it meets the basic access requirements for the DPS stated in the FTS Notice. CCS can audit whether a Supplier meets the basic access requirements at any point during the DPS Contract Period.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

- (a) that comply with the Specification, the DPS Application and, in relation to an Order Contract, the Order Tender (if there is one);

- (b) to a professional standard;
- (c) using reasonable skill and care; (d) using Good Industry Practice;
- (e) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract; (f) on the dates agreed; and (g) that comply with Law.

3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

3.2 Goods clauses

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

3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.

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

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

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

3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.

3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.

3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.

3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.

3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.

3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.

3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they do not conform with Clause 3. If the Supplier does not do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3.1 Late Delivery of the Services will be a Default of an Order Contract.

3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.

3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.

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

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

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

3.3.7 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.

4. Pricing and payments

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

4.2 CCS must invoice the Supplier for the Management Levy and the Supplier must pay it using the process in DPS Schedule 5 (Management Levy and Information).

4.3 All Charges and the Management Levy:

(a) exclude VAT, which is payable on provision of a valid VAT invoice; and (b) include all costs connected with the Supply of Deliverables.

4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.

4.5 A Supplier invoice is only valid if it:

- (a) includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;
- (b) includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
- (c) does not include any Management Levy (the Supplier must not charge the Buyer in any way for the Management Levy).

4.6 The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.

4.7 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.

4.8 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Buyer can publish the details of the late payment or non-payment.

4.9 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the

Deliverables, then CCS or the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.

4.10 If CCS or the Buyer uses Clause 4.9 then the DPS Pricing (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.

4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

5. The buyer's obligations to the supplier

5.1 If Supplier Non-Performance arises from an Authority Cause:

- (a) neither CCS or the Buyer can terminate a Contract under Clause 10.4.1;
- (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
- (c) the Supplier is entitled to additional time needed to make the Delivery; and (d) the Supplier cannot suspend the ongoing supply of Deliverables.

5.2 Clause 5.1 only applies if the Supplier:

- (a) gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
- (b) demonstrates that the Supplier Non-Performance would not have occurred but for the Authority Cause; and
- (c) mitigated the impact of the Authority Cause.

6. Record keeping and reporting

6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.

6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract:

- (a) during the Contract Period;
- (b) for 7 years after the End Date; and (c) in accordance with UK GDPR, including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1.

6.3 The Relevant Authority or an Auditor can Audit the Supplier.

6.4 During an Audit, the Supplier must:

- (a) allow the Relevant Authority or any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and
- (b) provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request.

6.5 Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority.

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

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

6.7 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:

- (a) the methodology of the review;
- (b) the sampling techniques applied;
- (c) details of any issues; and
- (d) any remedial action taken.

6.8 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

7. Supplier staff

7.1 The Supplier Staff involved in the performance of each Contract must:

- (a) be appropriately trained and qualified;
- (b) be vetted using Good Industry Practice and the Security Policy; and
- (c) comply with all conduct requirements when on the Buyer's Premises.

7.2 Where a Buyer decides one of the Supplier's Staff is not suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.

7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.

7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.

7.5 The Supplier indemnifies CCS and 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.

8.0 Rights and protection

8.1 The Supplier warrants and represents that:

- (a) it has full capacity and authority to enter into and to perform each Contract;
- (b) each Contract is executed by its authorised representative;

- (c) it is a legally valid and existing organisation incorporated in the place it was formed;
- (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract;
- (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
- (f) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
- (g) it is not impacted by an Insolvency Event; and (h) it will comply with each Order Contract.

8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.

8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:

- (a) wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
- (b) non-payment by the Supplier of any Tax or National Insurance.

8.4 All claims indemnified under this Contract must use Clause 26.

8.5 The description of any provision of this Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for breach of that clause by the Supplier.

8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.

8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

9. Intellectual Property Rights (IPRs)

9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:

- (a) receive and use the Deliverables; and
- (b) make use of the deliverables provided by a Replacement Supplier.

9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.

9.3 Where a Party acquires ownership of IPRs 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.

9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.

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

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

- (a) obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
- (b) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.

9.7 In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

10. Ending the contract or any subcontract

10.1 Contract Period

10.1.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.

10.1.2 The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

10.2 Ending the contract without a reason

10.2.1 CCS has the right to terminate the DPS Contract at any time without reason by giving the Supplier at least 30 days' notice.

10.2.2 Each Buyer has the right to terminate their Order Contract at any time without reason by giving the Supplier not less than 90 days' written notice.

10.3 Rectification plan process

10.3.1 If there is a Default, the Relevant Authority may, without limiting its other rights, request that the Supplier provide a Rectification Plan.

10.3.2 When the Relevant Authority receives a requested Rectification Plan it can either:

- (a) reject the Rectification Plan or revised Rectification Plan, giving reasons; or

- (b) accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.

10.3.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:

- (a) must give reasonable grounds for its decision; and
- (b) may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

10.3.4 If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause 10.4.3(a).

10.4 When CCS or the buyer can end a contract

10.4.1 If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) there is a Supplier Insolvency Event;
- (b) there is a Default that is not corrected in line with an accepted Rectification Plan;
- (c) the Supplier does not provide a Rectification Plan within 10 days of the request;
- (d) there is any material Default of the Contract;
- (e) there is any material Default of any Joint Controller Agreement relating to any Contract;
- (f) there is a Default of Clauses 2.10, 9, 14, 15, 27, 32 or DPS Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;
- (g) there is a consistent repeated failure to meet the Performance Indicators in DPS Schedule 4 (DPS Management);
- (h) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
- (i) if the Relevant Authority 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; or
- (j) the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.

10.4.2 CCS may terminate the DPS Contract if a Buyer terminates an Order Contract for any of the reasons listed in Clause 10.4.1.

10.4.3 If any of the following non-fault based events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) the Relevant Authority rejects a Rectification Plan;
- (b) there is a Variation which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes);

- (c) if there is a declaration of ineffectiveness in respect of any Variation; or (d) any of the events in 73 (1) (a) or (c) of the Regulations happen.

10.5 When the supplier can end the contract

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

10.6 What happens if the contract ends

10.6.1 Where a Party terminates a Contract under any of Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or 20.2 or a Contract expires all of the following apply:

- (a) The Buyer's payment obligations under the terminated Contract stop immediately.
- (b) Accumulated rights of the Parties are not affected.
- (c) The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the End Date.
- (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 CCS or the Buyer's property provided under the terminated Contract.
- (f) The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and procurement (including to a Replacement Supplier).

10.6.2 In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminates a Contract under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

10.6.3 In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Contract under Clause 10.2.1 or 10.2.2 or a Supplier terminates an Order Contract under Clause 10.5:

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

10.6.4 In addition to the consequences of termination listed in Clause 10.6.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.

10.6.5 The following Clauses survive the termination or expiry of each Contract: 3.2.10, 4.2, 6, 7.5, 9, 11, 12.2, 14, 15, 16, 17, 18, 31.3, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

10.7 Partially ending and suspending the contract

10.7.1 Where CCS has the right to terminate the DPS Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Order Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Order Contracts that have already been signed.

10.7.2 Where CCS has the right to terminate a DPS Contract it is entitled to terminate all or part of it.

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

10.7.4 The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.

10.7.5 The Parties must agree any necessary Variation required by Clause 10.7 using the Variation Procedure, but the Supplier may not either:

- (a) reject the Variation; or
- (b) increase the Charges, except where the right to partial termination is under Clause 10.2.

10.7.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.7.

10.8 When subcontracts can be ended

At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

- (a) there is a Change of Control of a Subcontractor which is not pre-approved by the Relevant Authority in writing;
- (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4; or
- (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority.

11. How much you can be held responsible for

11.1 Each Party's total aggregate liability in each Contract Year under this DPS Contract (whether in tort, contract or otherwise) is no more than £1,000,000.

11.2 Each Party's total aggregate liability in each Contract Year under each Order Contract (whether in tort, contract or otherwise) is no more than one hundred and twenty five percent (125%) of the Estimated Yearly Charges unless specified in the Order Form.

11.3 No Party is liable to the other for:

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

11.4 In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:

- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
- (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
- (c) any liability that cannot be excluded or limited by Law;
- (d) its obligation to pay the required Management Levy or Default Management Levy.

11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 9.5, 31.3 or Order Schedule 2 (Staff Transfer) of a Contract.

11.6 In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.

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

11.8 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:

- (a) Deductions; and
- (b) any items specified in Clauses 11.5 or 11.6.

11.9 If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

12. Obeying the law

12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).

12.2 To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.

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

13. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

14. Data protection

14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).

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

14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.

14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.

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

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

- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
- (b) restore the Government Data itself or using a third party.

14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.

14.8 The Supplier:

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

15. What you must keep confidential

15.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) except as expressly set out in the Contract at Clauses 15.2 to 15.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's

Confidential Information without the Disclosing Party's prior written consent;
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, to the extent not prohibited by Law, 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) on a confidential basis, to its auditors;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis;
or
- (h) to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

15.3 In spite of Clause 15.1, the Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.

15.4 In spite of Clause 15.1, CCS or the Buyer may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to;
- (c) if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament; or (e) under Clauses 4.7 and 16.

15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.

15.6 Transparency Information is not Confidential Information.

15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority 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 Relevant Authority within 48 hours if it receives a Request For Information.

16.2 Within five (5) Working Days of the Buyer's request the Supplier must give CCS and each Buyer full cooperation and information needed so the Buyer can:

- (a) publish the Transparency Information;
- (b) comply with any Freedom of Information Act (FOIA) request; and/or (c) comply with any Environmental Information Regulations (EIR) request.

16.3 The Relevant Authority 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 Relevant Authority's decision in its absolute discretion.

17. Invalid parts of the contract

If any part of a 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 is valid or enforceable.

18. No other terms apply

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.

19. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act 1999 (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 a Contract while the inability to perform continues, if it both:

- (a) provides a Force Majeure 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 affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

21. Relationships created by the contract

No Contract creates 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 a 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, novate or transfer a Contract or any part of a Contract without the Relevant Authority's written consent.

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

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

23.4 The Supplier can terminate a 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 CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

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

24. Changing the contract

24.1 Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.

24.2 The Supplier must provide an Impact Assessment either:

- (a) with the Variation Form, where the Supplier requests the Variation; or
- (b) within the time limits included in a Variation Form requested by CCS or the Buyer.

24.3 If the Variation cannot be agreed or resolved by the Parties, CCS or the Buyer can either:

- (a) agree that the Contract continues without the Variation; or
- (b) terminate the affected Contract, unless in the case of an Order Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them; or
- (c) refer the Dispute to be resolved using Clause 34 (Resolving Disputes).

24.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.

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

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

- (a) that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
- (b) of how it has affected the Supplier's costs.

24.7 Any change in the DPS Pricing or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

24.8 For 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.

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 are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.

25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address indicated on the Platform.

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

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

26. Dealing with claims

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

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

- (a) allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
- (b) give the Indemnifier reasonable assistance with the claim if requested.

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

26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.

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

26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.

26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

- (a) the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
- (b) the amount the Indemnifier paid the Beneficiary for the Claim.

27. Preventing fraud, bribery and corruption

27.1 The Supplier must not during any Contract Period:

- (a) commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or
- (b) do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.

27.2 The Supplier must during the Contract Period:

- (a) create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
- (b) keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request; and
- (c) if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

27.3 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

- (a) been investigated or prosecuted for an alleged Prohibited Act;
- (b) been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
- (c) received a request or demand for any undue financial or other advantage of any kind related to a Contract; or
- (d) suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.

27.4 If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

27.5 In any notice the Supplier gives under Clause 27.3 it must specify the:

- (a) Prohibited Act;
- (b) identity of the Party who it thinks has committed the Prohibited Act; and
- (c) action it has decided to take.

28. Equality, diversity and human rights

28.1 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; and
- (b) any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law.

28.2 The Supplier must take all necessary steps, and inform CCS or 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 a Contract.

29. Health and safety

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

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

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

30. Environment

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

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

31. Tax

31.1 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. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor Tax or social security contribution.

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

- (a) the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
- (b) other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need.

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

- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
- (b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

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

- (a) the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause

31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;

- (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
- (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements; and
- (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

32. Conflict of interest

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

32.2 The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.

32.3 CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

33. Reporting a breach of the contract

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

- (a) Law;
- (b) Clause 12.1; or
- (c) Clauses 27 to 32.

33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

34. Resolving disputes

34.1 If there is a Dispute, the senior representatives of the Parties 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.

34.2 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 34.3 to 34.5.

34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- (a) determine the Dispute;
- (b) grant interim remedies; and/or
- (c) grant any other provisional or protective relief.

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

34.4 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority 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 34.4.

34.5 The Supplier cannot suspend the performance of a Contract during any Dispute.

35. Which law applies

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

DPS SCHEDULE 1 (SPECIFICATION)

This Schedule sets out what we and our buyers want.

The Supplier must only provide the Deliverables for the Filter Categories that they have been appointed to.

For all Filter Categories and/or Deliverables, the Supplier must help Buyers comply with any specific applicable Standards of the Buyer.

The Deliverables and any Standards set out in Paragraph 1 below may be refined (to the extent permitted and set out in the Order Form) by a Buyer during an Order Procedure to reflect its Deliverables Requirements for entering a particular Order Contract.

Our social value priorities

These are our priorities in this procurement:

- The Supplier shall complete annual Corporate Social Responsibility (CSR) assessments upon request from Customers.
- The Supplier shall identify Social Value options which are appropriate to Customers at Call for Competition stage. Any Social Value options selected by Customer shall be in accordance with the Government's Social Values which are current at that

point in time. The buyer can identify specific social value priorities at the point of ordering.

Our priorities

Crown Commercial Services (CCS) key priorities are to support visibility and control of research services whole life costs and to influence efficiencies through:

- Offering valued research solutions to meet customers individual requirements
- Build and increase capacity of high quality research and insights services outputs
- Develop a dynamic commercial model for access to research and insights services

Scope

The Supplier shall provide research services as detailed in Attachment 2 – Service Filter Matrix of the RM6126 Research & Insights DPS bid pack and also embedded here.



RM6126 Attachment

2 - Service Filter Matrix

The core requirement of the research services shall include but shall not be limited to provision of either one or a combination of services in each of the following four (4) distinct categories:

- Subject area(s)
- Research methods
- Target participants
- Research location

2. Mandatory Service requirements:

This section provides details of the mandatory requirements that all Suppliers shall be expected to fulfil to deliver the RM6126 Research & Insights DPS agreement. Research Services

3.1. The Supplier shall offer either one or a combination of services from each of the four (4) distinct service categories as detailed in 3.1.1, 3.1.2, 3.1.3 and 3.1.4 below and as specified in Service Filter Matrix above, which further includes extensive sub-divided filters in addition to below:

3.1.1. Subject area(s):

- Agriculture, Fishing and Food
- Business, Finance and the Economy
- Crime and Justice
- Culture, Media and Sport

- Education, Training and Employment
- Environment and Infrastructure
- Government and International
- Health, Public Services and Society
- Science, Technology, Engineering and Manufacturing

3.1.2. Research methods:

- Analysis and Modelling
- Data Collection (general, quantitative and qualitative)
- Evaluation and Evidence Synthesis
- Experiments and Trials
- Physical Sampling / Surveys
- Research Specialisms
- Sample Design / Source

3.1.3. Target participants:

- Business and the Economy
- Education, Training and Employment
- Place of Residence / Tenure
- Professionals
- Socio-economic
- Specialist Groups
- Transport Users

3.1.4. Research location:

- UK
- British Overseas Territories
- Commonwealth
- Crown Dependencies
- EU
- International

DPS SCHEDULE 2 (DPS APPLICATION)

Social Value Question Set (100% stand-alone assessment – will form 10% of overall score)

Describe the commitment your organisation will make to ensure that opportunities under the contract will influence staff, suppliers, and customers to support environmental protection and improvements.

Environmental Information related to the facilities which would undertake this project.

The Mass Spec Core is situated in the Centre for Cardiovascular Sciences, and was awarded a Department of Social Responsibility and Sustainability Silver Sustainable Lab Award. Recent initiatives within the centre include raising temperature of ultra-low temperature freezers to -70°C reducing energy consumption, ensuring hoarded equipment is put to reuse through WARPit, introducing mandatory sustainability training courses to all staff and students, and training in waste and recycling disposal streams.

Our mass spectrometry instruments are housed in a purpose-built room, designed under our direction, with close controlled air-conditioning, exhaust systems and generated /piped gases contained in 90-minute gas safety cabinets. Our space is equipped with forward-looking environmentally friendly services, including plate heat exchange high-efficiency ventilation, with on-demand control and variable volume flow. All fume cupboards are updated to high efficiency with variable flow, with staff trained to lower sashes and declutter the spaces.

Our Gas Chromatography (GC) mass spectrometer approach has recently changed to use hydrogen as the carrier gas from helium. The hydrogen is generated from water and is a far more environmentally friendly gas to carry out GC separations.

The British Heart Foundation Cardiovascular Biomarker Laboratory is also based in the same Silver award sustainability accredited Centre for Cardiovascular Science and is supported by the British Heart Foundation. The facility offers secure receipt, processing, archiving, shipment, and analysis of clinical samples. Secure sample storage is also available within this ACCORD accredited facility.

Through use of an automated analyser there is reduction in waste through excluding excess packaging, uniform tips and larger format reagent purchase. The laboratory recently raised temperature of ultra-low temperature freezers to -70°C to reduce energy consumption in line with the CVS laboratory sustainability policy.

Institutional Environmental Strategy

Notably, the University of Edinburgh is an early signatory of the [Environmental Sustainability Concordat](#), launched in 2024, which recognises the urgent need to change how we conduct research and innovation as well as promote wider solutions, while also agreeing to take shared action now and in the future to reduce and eliminate our own negative environmental impacts and emissions and achieve the transition to sustainable practices.

UoE ranks 3rd in the UK and 15th globally (1,397 institutions) for sustainability (2024 QS World University Rankings). Major steps already taken include: solar farm investment; removing investments in fossil fuels. The Department of Social Responsibility and Sustainability (DSRS) oversees a university-wide approach to sustainability; providing training (Sustainability Champions), funding (Sustainable Campus Fund) and advice, and conducts Sustainable Lab Awards.

The University of Edinburgh has committed to become zero carbon by 2040 and has already invested over £30 million in low-carbon technology since 2006. Moving forward, the University's Climate Change Strategy 2016-2026 outlines a whole-institution approach to achieving this target, recognising that gas, electricity, and business travel are the top contributors to the University's carbon emissions. I refer you to the Climate Change policy attached as part of this tender submission. [Zero by 2040 | The University of Edinburgh](#)

Several examples of University activities are listed below.

- Divested from fossil fuels in our investment portfolio significantly reducing the carbon footprint by 2019.

- 2022 Introduced Sustainable Travel Policy, encouraging a reduction in unnecessary travel, with a presumption against domestic, business class and first-class flights, significantly reducing carbon emissions from travel.
- 2023 Finalised our Energy Master Plan, identifying a Net Zero Carbon pathway for our estate.
- 2024 Introduced a presumption against fossil fuel heat sources in all new builds, and guidance seeking a 40% reduction in embodied emissions for buildings wherever practical.
- The University's Department for Social Responsibility and Sustainability offers a range of courses for staff to help them improve their sustainability skillset. Courses include: a one-hour online 'Introduction to Sustainability' course; 'Carbon Literacy Training' offered over three two-hour sessions; and an in-depth professional development course called 'Taking Action for a Sustainable World' that covers seven modules over a four-month period.
- 2030 Exploring up to 95% carbon reductions by 2030 in investment portfolio.
- 2040 Sequestering >1 million tonnes of unavoidable carbon emissions (from international student travel and business travel) by restoring peatlands and creating woodlands.

Technical Questions and responses:

Ser	Question
1	<p>[REDACTED], [REDACTED], [REDACTED]), [REDACTED] and [REDACTED], have unrivalled, relevant expertise in assessing ovulation and endocrine adaptation to arduous military training. This project fits naturally into their current areas of work and the technical analysis and expertise in interpretation relate directly to their ongoing work in the military reproductive endocrinology space.</p> <p>[REDACTED] is a Senior Lecturer in the Royal Centre of Defence Medicine and University of Edinburgh. He has conducted numerous endocrinology studies in arduous training settings, and has published extensively in the field. His work has advanced the understanding of human endocrine adaptation to multi-stressor environments, in particular among women undertaking military training. A major focus of his PhD studies was the characterisation of ovulation and endocrine adaptation in women undergoing arduous military training. He has since published these findings¹ and received three military awards for this work.</p> <p>[REDACTED] is Professor of Clinical Reproductive Science University of Edinburgh and has broad and extensive research and clinical experience in reproductive endocrinology with over 300 papers and H-index >100. He has previously worked with [REDACTED] to validate urinary analysis of ovulation and to design studies of endocrine adaptation in military training. His work spans clinical and laboratory research from first in man studies to population-based studies of fertility in cancer survivors.</p> <p>[REDACTED] manages the BHF Cardiovascular Biomarker Laboratory in the Centre for Cardiovascular Science, University of Edinburgh, and leads a team of technicians to</p>

¹ Gifford RM, O'Leary TJ, Wardle SL, Double RL, Homer NZM, Howie AF, Greeves JP, Anderson RA, Woods DR, Reynolds RM. Reproductive and metabolic adaptation to multistressor training in women. *Am J Physiol Endocrinol Metab.* 2021 Aug 1;321(2):E281-E291. doi: 10.1152/ajpendo.00019.2021. Epub 2021 Jun 30. PMID: 34191631.

	<p>provide clinical and research biomarker analysis. He has direct experience assessing urinary progesterone and creatinine using the Abbott Architect platform (~3,000 samples). His team successfully deliver high-throughput studies (i.e., tens of thousands of samples) which have achieved the highest impact. He has published over 80 original research articles and published in N Engl J Med, The Lancet, J Am Coll Cardiol and Circulation. [REDACTED] is Senior Research Fellow and manages the joint NHS Lothian and University of Edinburgh Mass Spectrometry Core. She is a bioanalytical chemist and has published extensively in targeted mass spectrometry in a clinical setting, including steroid and endocrine journals (>95 publications). She has developed novel steroid methods for plasma, saliva and in particular urinary steroid assays using tandem gas chromatography / mass spectrometry (GC-MS/MS).²</p> <p>[REDACTED] is senior bioanalytical specialist and deputy manager for the Mass Spectrometry core, with operational oversight. He is a Chartered Scientist with over 15 years' experience in bioanalysis, including 6 years in industry. His experience ensures success in the implementation of robotics and new technologies into the facility as well as lead tutor for NHS Lothian on the Good Clinical Practice for Laboratories, ensuring high standard of practice for bioanalysis of clinical studies. Together, [REDACTED] and [REDACTED] have a track-record of successfully delivering steroid hormone analysis by mass spectrometry, for both academic and commercial contracts. Notably in a range of samples types for 8 UK military field studies over the past 5 years. They are uniquely able to handle high numbers of samples and provide gold-standard precision and breadth of steroid identification through their steroid profiling methodologies³.</p>
2	<p>The proposal meets the SoR by addressing the two stated aims:</p> <ol style="list-style-type: none"> 1. Determination of ovulation from serial urine measurement; 2. Assessment of hormonal changes across the training. <p>The SoR implies the use of immunoassay, limiting the analyses to the glucuronides of progesterone, estrone and LH. We propose to use a clinically validated automated assay platform to deliver a faster determination of ovulation, followed by a more comprehensive, detailed and accurate assessment of hormonal changes in a subset of samples using gas chromatography tandem mass spectrometry (GC-MS/MS).</p> <p>1. Determination of ovulation</p> <p>[REDACTED] and [REDACTED] designed and conducted a comparative evaluation of two automated analyser platforms in the measurement of urinary progesterone and creatinine to detect ovulation, compared with urinary pregnanediol glucuronide and direct confirmation of ovulation via transvaginal ultrasound.⁴ The advantage of this platform over enzyme-linked immunosorbence assay (ELISA) is the high throughput capability (the Architect c8000 offers a throughput of 180 concurrent progesterone and creatinine tests per day, whereas ELISA offers around 130 tests, per analyte per technician per day). The Architect increases throughput and thus reduces staff cost and increases the flexibility,</p>

² Homer N, Kothiya S, Rutter A, Walker BR, Andrew R. Gas chromatography tandem mass spectrometry offers advantages for urinary steroids analysis. *Anal Biochem.* 2017 Dec 1;538:34-37. doi: 10.1016/j.ab.2017.09.002. Epub 2017 Sep 6. PMID: 28887174; PMCID: PMC5713679.

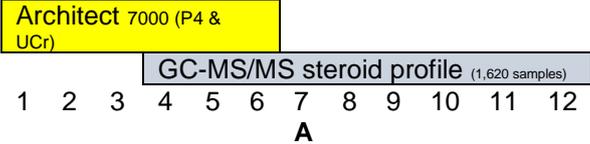
³ Denham SG, Simpson JP, Diez F, Lee P, Kyle C, Morgan RA, Homer NZM 'A practical approach to semi-automated supported liquid extraction and measurement of 18 steroids in plasma by targeted liquid chromatography tandem mass spectrometry', *MethodsX*, 2024, 102728

⁴ Gifford RM, Howie F, Wilson K, Johnston N, Todisco T, Crane M, Greeves JP, Skorupskaite K, Woods DR, Reynolds RM, Anderson RA. Confirmation of ovulation from urinary progesterone analysis: assessment of two automated assay platforms. *Sci Rep.* 2018 Dec 4;8(1):17621. doi: 10.1038/s41598-018-36051-6. PMID: 30514870; PMCID: PMC6279762.

	<p>allowing a subsequent more detailed analysis of hormonal changes using GC-MS/MS. Moreover, unlike ELISA, the Architect platform is a widely used clinical assay platform enabling swift translation into clinical practice. We propose to identify ovulation in 7,000 urine samples from all EMPOWER participants.</p> <p>2. Assessment of hormonal changes during military training.</p> <p>Using the team’s extensive experience measuring hormonal adaptation to training in military settings⁵, we propose to conduct a more detailed analysis of steroid hormones than specified on the SoR. This will allow a more precise, detailed and in-depth understanding of hormonal changes. The technology of GC-MS/MS provides a force multiplying effect over immunoassay, giving not only gold-standard precision and accuracy, but also wider analytical dynamic range. Notably, mass spectrometry is now a prerequisite for publication of steroid measurement in the highest endocrinology scientific journals⁶. This approach provides a force-multiplying effect by measuring a range of other important steroids (highly similar in mass and structure but may be diametrically opposed in terms of biological function).</p> <p>We propose to identify a subset of weekly samples from three groups of 30 women based on ovulation status: ovulatory cycles, anovulatory cycles and luteal phase defect (LPD). We will select 2-weekly samples from these participants for analysis by GC-MS/MS (median number of cycles 9 per participant, 1,620 samples in total). It is proposed to measure a steroid profile in urine samples from each group, to determine changes in urinary metabolites of oestrogens (e.g., 17beta-oestradiol, oestrone), glucocorticoids (e.g., tetrahydrocortisol, and tetrahydrocortisone) progesterones and androgens (e.g., dehydroepiandrosterone, androstenedione, testosterone, 5alpha-dihydrotestosterone, androsterone and etiocholanolone).</p> <p>This approach will enable greater flexibility, real-time collaboration with OPP/ AHP teams and a far more informative approach to understanding hormonal changes than urinary estrone-1-glucuronide, pregnanediol-3-glucuronide and luteinising hormone.</p>
3	<p>[REDACTED] recently validated the Architect platform to identify ovulation against transvaginal ultrasound and urine pregnanediol-3-glucuronide. Abbott Architect proposed, with area under the receiver-operator characteristics curve of 0.95 (95% CI 0.89 to 1.00), sensitivity of 90% and specificity of 91% compared with ultrasound.⁴ This compares favourably with pregnanediol and has since been adopted by NHS reproductive endocrinology and fertility services in Edinburgh.</p> <p>[REDACTED] has ensured methods within the Mass Spec Core facility follow international guidelines for method validation, working to ICH harmonised regulations, with SD ensuring all staff trained to Good Clinical Practice for laboratories and underpinned by governance (Edinburgh Clinical Research Facility, ACCORD); unusually high regulatory compliance for academia. We extend this quality standard to all of our research. The facility has accreditation for Vitamin D analysis through DEQAS and since 2021 have continued enrolment in National Equivalency Quality Assurance Scheme (NEQAS) for steroids, involving monthly assessments and comparison with over 100 laboratories across the UK. As the facility has introduced innovative robotic sample preparation this has revolutionised the lab’s ability for high throughput population screening, removing</p>

⁵ Gifford, R. M., O’Leary, T. J., Wardle, S. L., Double, R. L., Homer, N. Z. M., Howie, A. F., Greeves, J. P., Anderson, R. A., Woods, D. R., & Reynolds, R. M. (2021). Reproductive and metabolic adaptation to multistressor training in women. *American journal of physiology. Endocrinology and metabolism*, 321(2), E281–E291. <https://doi.org/10.1152/ajpendo.00019.2021>

⁶ Monaghan et al, (2014) Case for the wider adoption of mass spectrometry-based adrenal steroid testing, and beyond. *J Clin Endocrinol Metab.* 99(12):4434-7

	<p>common confounding factors from sample preparation. Recent success include analysis of COVID patient samples for the high profile ISARIC study⁷. [REDACTED] has overseen validation of numerous mass spectrometry methods for clinical studies, including applications of steroid analysis in the GC-MS/MS technique of steroid profiling in urine.² This gold-standard approach for urine offers advantages over liquid chromatography due to the multiple metabolites of steroids encountered in urine and high sensitivity.</p>
4	<p>We propose two work strands operate concurrently with a 3 month 'lead time' to detect ovulation via Architect analysis to identify the subset of samples for GC-MS/MS analysis: (A) identification of ovulation and (B) hormonal changes during training. This two-tiered approach will enable quicker data for the assessment of wearable and self-reported ovulation assessments, and will allow a comprehensive assessment of endocrine adaptation thereafter.</p> <p>Once ovulation is identified, complete sample sets from ovulatory, anovulatory and LPD women will be selected and a subset of these (weekly samples) will be passed from [REDACTED] laboratory to [REDACTED] laboratory for analysis by GC-MS/MS. [REDACTED] laboratories are in the same institute and this step will be straightforward to implement and can be staggered from Month 4 to month 6 as GC-MS/MS analysis is carried out in batches of 75 samples.</p> <p>It is anticipated the entire project will take 12 months with work strand A reporting after 6 months and the GC-MS/MS endocrine adaptation reported within 12 months (Fig 1):</p>  <p>Fig 1 – Gantt chart for timeline of project. Time shown in months. Top row: Architect urine progesterone (P4) and creatinine (UCr) analysis. Bottom row: GC-MS/MS analysis. A: Milestone 1 - Report A – ovulation. B: Milestone 2 - Report B – hormonal changes during training</p> <p>GC-MS/MS analysis, conducted by [REDACTED], will include automated extraction of urine samples in batches of 75 samples, analysis by GC-MS/MS and detailed data evaluation and compilation of steroid profiles. This requires careful time and expertise. The duration allocated also allows for repeats of GC-MS/MS analysis if necessary. We anticipate a 10% repeat may be necessary as commonly encountered. Analysis will be continuous and data will be evaluated after each batch completed. The data will be compiled for the final report and the GC-MS/MS method specifics and data evaluation pipeline will be detailed.</p> <p>Samples will be discarded after analysis by each facility ([REDACTED]) once the final report has been sent.</p>

⁷ Devine, K., Russell, C. D., Blanco, G. R., Walker, B. R., Homer, N. Z. M., Denham, S. G., Simpson, J. P., Leavy, O. C., Elneima, O., McAuley, H. J. C., Shikotra, A., Singapuri, A., Sereno, M., Saunders, R. M., Harris, V. C., Houchen-Wolloff, L., Greening, N. J., Lone, N. I., Thorpe, M., Greenhalf, W., Baillie, K, ISARIC4C Investigators and PHOSP-COVID Study Collaborative Group (2024). Plasma steroid concentrations reflect acute disease severity and normalise during recovery in people hospitalised with COVID-19. *Clinical endocrinology*, 100(4), 317–327.

DPS SCHEDULE 3 (DPS PRICING)

Pricing: FIRM

Pricing Matrix			
	YEAR 1		
Item	Quantity	Price ex VAT	Price Inc VAT
Analysis of urinary metabolites	7,000		
Oestradiol	7,000	[REDACTED]	[REDACTED]
*Progesterone	7,000	[REDACTED]	[REDACTED]
*Creatinine	7,000		
Luteinising hormone COSTED OPTION	7,000	[REDACTED]	[REDACTED]
**Urinary Steroid Profiling by GC-MS/MS	1,620	[REDACTED]	[REDACTED]
Technical advice		[REDACTED]	[REDACTED]
Oncosts <i>if relevant</i>		[REDACTED]	[REDACTED]
		£166,288	£199,546
Notes to support costs			
*We have combined the costs for Progesterone, Creatinine analysis (n=7000)			
**We have added Urinary GC-MS/MS steroid profiling for 1,620 samples. This is an additional service please refer to our technical submission			

Payment: Payment will be made on completion of all deliverables in the following milestones.

Milestones	Deliverables due date	Deliverables	Value
M1	30/09/2024	Start-up, project plan, consumables	£ [REDACTED]
M2	31/03/2025	Delivery of P4 results	£ [REDACTED]

M3	14/08/2025	Final report	£	[REDACTED]
Total			£	166,287.98

DPS SCHEDULE 4 (DPS MANAGEMENT)

Definitions

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

"Supplier DPS Manager" 1 has the meaning given to it in Paragraph 3.1 of this Schedule; and "Supplier Review 2 has the meaning given to it in Paragraph 3.9 of Meetings" this Schedule.

How CCS and the Supplier will work together

2.1 The successful delivery of this Contract will rely on the ability of the Supplier and CCS to develop a strategic relationship immediately following the conclusion of this Contract and maintaining this relationship throughout the DPS Contract Period.

2.2 To achieve this strategic relationship, there will be a requirement to adopt proactive DPS management activities which will be informed by quality Management Information, and the sharing of information between the Supplier and CCS.

2.3 This Schedule outlines the general structures and management activities that the Parties shall follow during the DPS Contract Period.

DPS Management DPS Management Structure

3.1 The Supplier shall provide a suitably qualified nominated contact (the "Supplier DPS Manager") who will take overall responsibility for delivering the Goods and/or Services required within this Contract, as well as a suitably qualified deputy to act in their absence.

3.2 The Supplier shall put in place a structure to manage this Contract in accordance with DPS Schedule 1 (Specification) and the Performance Indicators.

3.3 A governance structure will be agreed between the Parties as soon as reasonably practicable following the DPS Start Date.

3.4 Following discussions between the Parties following the DPS Start Date, where requested by CCS the Supplier shall produce and issue to CCS a draft supplier action plan (the "Supplier Action Plan"). CCS shall not unreasonably withhold or delay its agreement to the draft Supplier Action Plan. The Supplier Action Plan shall be agreed between the Parties and come into effect within two weeks from receipt by the Supplier of the draft Supplier Action Plan.

3.5 The Supplier Action Plan shall be maintained and updated on an ongoing basis by CCS. Any changes to the Supplier Action Plan shall be notified by CCS to the Supplier. The

Supplier shall not unreasonably withhold its agreement to any changes to the Supplier Action Plan. Any such changes shall, unless CCS otherwise Approves, be agreed between the Parties and come into effect within two weeks from receipt by the Supplier of CCS's notification.

3.6 The Supplier agrees to comply with its obligations in the Supplier Action Plan as updated from time to time.

3.7 The Supplier shall comply with all requests from CCS in regard to compliance requirements as required including:

3.7.1 D&B risk failure score monitoring;

3.7.2 regular evidence that the Required Insurances and Additional Insurances have been renewed and maintained;

3.7.3 invoice payment performance; and

3.7.4 verification of required accreditations & certifications.

3.8 Suppliers should participate in further competitions when identified by appropriate filters using the Platform. A repeated failure to bid on further competitions without an acceptable reason may result in the Supplier being suspended from the DPS, in accordance with Clause 10.8 (Partially ending and suspending the contract), for a period as decided by CCS.

Supplier Review Meetings

3.9 Regular performance review meetings will take place at CCS's premises throughout the DPS Contract Period ("Supplier Review Meetings") at such times and frequencies as CCS determine from time to time (which are anticipated to be once every Month or less). The Parties shall be flexible about the timings of these meetings.

3.10 The Supplier Review Meetings will review the Supplier's performance under this Contract and, where applicable, the Supplier's adherence to the Supplier Action Plan. The agenda for each Supplier Review Meeting shall be set by CCS and sent to the Supplier in advance.

3.11 The Supplier Review Meetings shall be attended, as a minimum, by CCS Representative(s) and the Supplier DPS Manager.

How the Supplier's Performance will be measured

4.1 The Supplier's performance will be measured by the following Performance Indicators ("PI"):

Performance Indicator (PI)	PI Target	Measured by
DPS Management		

Management Information (MI) returns: All MI returns to be submitted to CCS by the 7 th of each month	100%	Confirmation of receipt by CCS (as evidenced within the ReportMI system)
All undisputed invoices to be paid within thirty (30) calendar days of issue	100%	Confirmed of receipt by CCS (as evidenced within the CCS finance system)
Supplier self-audit certificate sent to CCS in accordance with DPS Schedule 8	100%	Confirmed of receipt by CCS
Actions identified in an audit report to be delivered by the dates set out in the Audit Report	100%	Confirmation by CCS of completion of the actions by the dates identified in the audit report
Operational efficiency		
If applicable and requested, the Supplier to deliver against the Supplier Action Plan to derive further savings via continuous improvement and innovation	100%	Confirmation by CCS of the savings achieved in the Supplier Action Plan (where applicable)
Customer Satisfaction		

Services to be provided under contracts to the satisfaction of customers	80%	Confirmation by CCS of the Supplier's performance against customer satisfaction surveys
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4.2 The Supplier shall comply with the PIs and establish processes to monitor its performance against them and the Supplier's achievement of PIs shall be reviewed during the Supplier Review Meetings.

4.3 CCS reserves the right to adjust, introduce new, or remove PIs throughout the DPS Contract Period, however any significant changes to PIs shall be agreed between CCS and the Supplier in accordance with the Variation Procedure.

4.4 CCS reserves the right to use and publish the performance of the Supplier against the PIs without restriction.

What the Supplier must do to measure their performance

5.1 The Supplier shall cooperate in good faith with CCS to develop efficiency tracking performance measures for this Contract if required to do so by CCS. This shall include the following (but this list is not exhaustive and may be developed during the DPS Contract Period):

5.1.1 tracking reductions in product volumes and product costs, in order to demonstrate that Buyers are consuming less and buying more smartly;

5.1.2 developing additional PIs to ensure that this Contract supports the emerging target operating model across central government (particularly in line with centralised sourcing and category management, procurement delivery centres and payment processing systems and shared service centres).

5.2 The metrics that are to be implemented to measure efficiency shall be developed and agreed between CCS and the Supplier. Such metrics shall be incorporated into the list of PIs set out in this Schedule.

5.3 The ongoing progress and development of the efficiency tracking performance measures shall be reported through DPS management activities as outlined in this Schedule.

What to do if CCS and the Buyer can't agree about the performance

6.1 In the event that CCS and the Supplier are unable to agree the performance score for any PI during a Supplier Review Meeting, the disputed score shall be recorded and the matter shall be referred to CCS Representative and the Supplier Authorised Representative in order to determine the best course of action to resolve the matter (which may involve organising an ad-hoc meeting to discuss the performance issue specifically).

6.2 In cases where CCS Representative and the Supplier Authorised

Representative fail to reach a solution within a reasonable period of time, the matter shall be referred to the Dispute Resolution Procedure.

Marketing

7.1 The Supplier shall ensure that a person is appointed as Marketing Contact who shall be responsible for the marketing obligations of the Supplier in relation to this Contract.

How the Supplier must contribute to CCS publications

7.2 The Supplier shall supply current information relating to the Goods and/or Services it offers for inclusion in CCS marketing materials when required by CCS from time to time.

7.3 Such information shall be provided in such form and at such time as CCS may request.

7.4 Failure to comply with the provisions of Paragraphs 7.2 and 7.3 may result in the Supplier's exclusion from the use of such marketing materials. What Supplier can say in its own publications

7.5 All marketing materials produced by the Supplier in relation to this DPS shall at all times comply with the CCS branding guidance at <https://www.gov.uk/government/publications/crown-commercial-servicesupplier-logo-and-brand-guidelines>.

7.6 The Supplier will periodically update and revise its marketing materials to ensure ongoing compliance.

7.7 The Supplier shall regularly review the content of any information which appears on its website and which relates to each Contract and ensure that such information is up to date at all times.

7.8 The Supplier shall obtain all appropriate approvals prior to publishing any content in relation to a Contract with that Party using any media, including on any electronic medium, and the Supplier will ensure that such content is regularly maintained and updated. In the event that the Supplier fails to maintain or update the content, CCS or the relevant Buyer may give the Supplier notice to rectify the failure and if the failure is not rectified its reasonable satisfaction within one (1) Month of receipt of such notice, and shall have the right to remove such content itself or require that the Supplier immediately arranges the removal of such content.

DPS SCHEDULE 5 (MANAGEMENT LEVY AND INFORMATION)

How to provide management information to CCS

1.1 The Supplier shall, at no charge, provide timely, full, accurate and complete MI Reports to CCS which incorporate the data, in the correct format, required by the MI Reporting Template and such guidance that CCS may issue from time to time.

1.2 The initial MI Reporting Template is set out in the Annex to this Schedule and CCS may change it from time to time (including the data required and/or format) and issue a replacement version. CCS shall give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used. The Supplier may not make any amendment to the current MI Reporting Template without the prior Approval of CCS.

Reporting period

2.1 MI Reports must be completed and returned to CCS by the fifth Working Day of every month during the DPS Contract Period and thereafter, until all transactions relating to Order Contracts have permanently ceased. If at any point there is a period of a month where no reportable transactions occur, then a declaration must be made confirming no business has been conducted, in place of data submission.

2.2 In an MI Report, the Supplier should report Order Contract data that is one month in arrears. For example, if an invoice is raised for October but the work was actually completed in September, the Supplier must report the invoice in October's MI Report and not September's. Each Order received by the Supplier must be reported only once, i.e. when the Order is received.

Submitting the information

3.1 MI Reports shall be completed electronically and uploaded to the CCS data submission service available at <https://www.reportmi.crowncommercial.gov.uk/>

3.2 CCS may reasonably require that MI Reports be submitted by an alternative means such as email.

3.3 Where requested by CCS, the Supplier shall provide Management Information to a Buyer as specified by CCS.

3.4 The Supplier shall:

3.4.1 promptly after the DPS Start Date provide an e-mail and/or postal address to which CCS will send invoices for the Management Levy and monthly statements relating to the invoicing of the Management Levy;

3.4.2 promptly after the DPS Start Date provide at least one contact name

and contact details for the purposes of queries relating to either Management Information or invoicing; and

3.4.3 immediately notify CCS of any changes to the details previously provided to CCS under this Paragraph 3.4.

3.5 Invoicing queries; the Supplier shall notify CCS of any changes to these details.

How CCS can use the Management Information

4.1 The Supplier grants CCS a non-exclusive, transferable, perpetual, irrevocable, royalty free licence to:

4.1.1 use and to share with any Buyer, Other Contracting Authority and Relevant Person; and/or

4.1.2 publish (subject to any information that is exempt from disclosure in accordance with the provisions of FOIA being redacted), any Management Information supplied to CCS for CCS' normal operational activities including administering this Contract and/or all Order Contracts, monitoring public sector expenditure, identifying savings or potential savings and planning future procurement activity.

4.2 CCS may consult with the Supplier to inform its decision to publish information. However, CCS shall retain absolute discretion regarding the extent, content and format of any disclosure.

4.3 Following receipt of the completed MI Report CCS shall invoice the Supplier for the Management Levy payable for the Month to which the MI report relates.

Paying the Management Levy

5.1 The Management Levy excludes VAT which is payable on provision of a valid VAT invoice.

5.2 The Supplier shall pay CCS the Management Levy (and other amounts payable in accordance with this Schedule) in cleared funds within 30 days of receipt by the Supplier of an undisputed invoice to such bank or building society account set out in the invoice.

What happens if the Management Levy isn't paid

6.1 Payment of undisputed and valid CCS invoices should be completed within thirty (30) days. CCS may take action on outstanding invoices by:

6.1.1 issuing the Supplier with reminders that an invoice payment is due and/or overdue;

6.1.2 charging statutory interest and charges on overdue invoices, as per the Late Payment of Commercial Debts (Interest) Act 1998;

6.1.3 suspending the Supplier from the DPS Contract until such time that overdue invoices are paid; and/or

6.1.4 terminating this Contract.

What happens if the Management Information is wrong?

If the Supplier or CCS identify error(s) and/or omission(s) in historic MI Report(s), the Supplier must provide corrected MI report(s) to CCS on or before the date when the next MI Report is due. Corrections may be either in the form of an addendum to the next MI submission, or a resubmission of existing historic returns, at the discretion of CCS.

Following an MI Failure CCS may issue reminders to the Supplier and require the Supplier to correctly complete the MI Report. The Supplier shall rectify any deficient or incomplete MI Report as soon as possible and not more than five (5) Working Days following receipt of any such reminder.

Meetings

The Supplier agrees to attend meetings between the Parties in person to discuss the circumstances of any MI Failure(s) at the request of CCS. If CCS requests such a meeting the Supplier shall propose and document measures as part of a Rectification Plan to ensure that the MI Failure(s) are corrected and do not occur in the future. Admin fees

If, in any rolling three (3) Month period, two (2) or more MI Failures occur, the Supplier acknowledges and agrees that CCS shall have the right to invoice the Supplier Admin Fee(s) with respect to any MI Failures as they arise in subsequent Months.

The Supplier acknowledges and agrees that the Admin Fees are a fair reflection of the additional costs incurred by CCS as a result of the Supplier failing to provide Management Information as required by this Contract.

What happens if Management Information Reports are not provided?

If two (2) MI Reports are not provided in any rolling six (6) month period then an "MI Default" shall be deemed to have occurred and CCS shall be entitled to: charge and the Supplier shall pay a Default Management Levy in respect of the Months in which the MI Default occurred and subsequent Months in which they continue, calculated in accordance with Paragraph 8.2.1 and/or suspend the Supplier from the DPS Contract until such time that deficient MI reports(s) are rectified; and/or terminate this Contract.

The Default Management Levy shall be the higher of: the average Management Levy paid or payable by the Supplier in the previous six (6) Month period or, if the MI Default occurred within less than six (6) months from the commencement date of the first Order Contract, in the whole period preceding the date on which the MI Default occurred; or the sum of five hundred pounds (£500).

If the Supplier provides sufficient Management Information to rectify any MI Default(s) to the satisfaction of CCS and the Management Information demonstrates that:

- (a) the Supplier has overpaid the Management Levy as a result of the application of the Default Management Levy then the Supplier shall be entitled to a refund of the overpayment, net of any Admin Fees where applicable; or
- (b) the Supplier has underpaid the Management Levy during the period when a Default Management Levy was applied, then CCS shall be entitled to immediate payment of the balance as a debt together with interest.

Annex: MI Reporting Template

RM6126 Research & Insights MI template



RM6126 Attachment

3 - Research & Insight

The MI Collection team in Data Insights create MI Templates. A minimum standard template is embedded below.

Contact: <https://www.reportmi.crowncommercial.gov.uk/>



Minimum Standard MI
Template FINAL .xls

DPS SCHEDULE 7 (ORDER PROCEDURE AND AWARD CRITERIA)

Part 1: Order Procedure

Overview

- 1.1. This DPS Schedule sets out the Order Procedure for all Buyers and Suppliers to follow.
- 1.2. CCS reserves the right to change this Order Procedure.
- 1.3. All Buyers listed under the FTS Notice may award an Order Contract under this DPS Contract.
- 1.4. The Buyer may appoint an agent to act on their behalf, this includes completing this Order Procedure.
- 1.5. CCS is not responsible for the actions of any Buyer.

Buyer reserves the right not to award

- 2.1. An Order Procedure may be cancelled at any time. The Buyer is not obliged to award any Order Contract.
- 2.2. At any time during the Further Competition Procedure, the Buyer may go back to any previous stage in the Procedure and amend requirements.
- 2.3. The Supplier may ask clarification questions relating to the Buyer's requirements. The Buyer will specify how clarification questions can be asked and when the clarification period will close. Questions and responses will be anonymised and made available to all Suppliers identified in the Buyer's filtered shortlist as applicable to the Buyer's requirements.

How services will be bought

- 3.1. The Buyer shall award an Order Contract in accordance with the Further Competition Procedure as set out in Clause 4 below.

Further Competition Procedure

4.1. Develop a Statement of Requirements. The Buyer shall develop a Statement of Requirements detailing what is needed from the Supplier and the outcome that the Supplier shall be required to deliver. As a minimum the Statement of Requirement must include:

4.1.1. an outline of the business challenge/issue, including any known objectives;

4.1.2. details of any mandatory activities, or specialist services that should be included within any proposed solution;

4.1.3. the evaluation method and criteria for assessing Suppliers against the Statement of Requirement, based on the Further Competition Award Criteria together with a timetable for the evaluation Procedure;

4.1.4. the number of highest scoring Suppliers that will be invited to Pitch, where applicable, following the Written Proposal; 4.1.5. a request for interested Suppliers to respond; and

4.1.6. the Supplier's Proposal due date.

4.2. The Buyer is advised but not mandated to include the below in the Statement of Requirement:

4.2.1. a budget range;

4.2.2. geographical location of work (if required);

4.2.3. any security clearances needed;

4.2.4. a clarification period for Suppliers to ask questions about the Statement of Requirements. The time frame for this clarification period shall be outlined in the Statement of Requirements; and

4.2.5. any other information that the Buyer considers necessary to enable Suppliers to submit a Proposal and a template Statement of Requirements layout is attached as Annex A to this Schedule.

4.3. The Buyer may wish to engage with Suppliers before starting the below stages, including providing preliminary details of the requirement for Supplier feedback.

4.4. The Buyer shall undertake the required stage (clause 4.8 Written Proposal) and may choose to undertake one or more of the optional stages set out below.

4.5. Pre-Market Engagement (Recommended but Optional). If a Buyer chooses to undertake pre-market engagement the Buyer:

4.5.1. shall send the draft Statement of Requirements to all Suppliers on the Buyer's filtered shortlist, as applicable to the Buyer's requirements, asking for a response for the purposes of assisting with market engagement, as detailed within the Statement of Requirements;

4.5.2. may hold a market engagement event where they shall invite all

Suppliers on the DPS to help develop the Statement of Requirements; and

4.5.3. may choose to update and re-issue the Statement of Requirements to all Suppliers on the Buyer's filtered shortlist following pre-market engagement.

4.6. Supplier Capability Assessment (Optional). If a Buyer chooses to undertake Supplier Capability Assessments the Buyer:

4.6.1. shall send the Statement of Requirements to all Suppliers on the Buyer's filtered shortlist, as applicable to the Buyer's requirements;

4.6.2. shall send questions relating to the requirements set out in the Statement of Requirements to Suppliers which require a "Yes" or "No" response (the "Capability Assessment Questions") and shall indicate the timeframe in which these must be completed.

4.6.3. shall only proceed with Suppliers that have responded 'Yes' to all the Capability Assessment Questions to the next stage of the Procedure.

4.7. Where a Buyer chooses to undertake Supplier capability assessment the Supplier shall respond to the Capability Assessment Questions answering "Yes" or "No".

4.8. Written Proposal (Required). The Buyer shall undertake the written Proposal stage for all Order Contracts under this DPS Contract. The Buyer:

4.8.1. shall send the Statement of Requirements to all Suppliers on the Buyer's filtered shortlist, as applicable to the Buyer's requirements, (or only those Suppliers passing the Capability

Assessment if the Buyer has undertaken Supplier Capability Assessment under clause 4.6); and

4.8.2. shall conduct a quality and price assessment of the Supplier's Proposal against the evaluation method and scoring system outlined in the Statement of Requirements.

4.9. During the undertaking of the written Proposal stage the Suppliers:

4.9.1. shall submit their written Proposal in line with the requirements in the Buyer's Statement of Requirements including timeframe and format;

4.9.2. shall be required to demonstrate how they will deliver the solution, including whether the Services will be delivered solely by their 'in-house' capability or whether they intend to SubContract any element(s) of the Services delivering the solution. Where an Supplier declares that it intends to Sub-Contract any element(s) of the Services, the Supplier shall be required to clearly state in its response: The name of the Sub-Contractor(s); The Companies House Registration number of the Sub- Contractor(s); The registered address of the Sub-Contractor(s) and the address of the premises from where the Services will be delivered; Details of the Services that will be Sub-Contracted; and the estimated value of the work that will be SubContracted.

Pre-Pitch Feedback (Recommended when including a pitch but Optional) The Buyer may choose to undertake a pre-pitch feedback session with each of the Suppliers invited to pitch, to provide feedback on the general direction of the Supplier's approach. These take place before the pitch and are not evaluated.

Pitch (Recommended but Optional). If a Buyer chooses to undertake a pitch to further shortlist after the written stage the Buyer shall:

4.11.1. specify in the Statement of Requirements that, if the Supplier is successful at the written Proposal stage, that written Proposal must be supported by a further submission in the form of: a presentation; a face to face pitch; or such other submission as the Buyer may specify;

4.11.2. specify in the Statement of Requirements how many of the highest scoring Suppliers at the written Proposal stage will be invited to pitch.

4.11.3. set out in the Statement of Requirements the evaluation method and scoring system to be used for assessment of the Supplier's further submission; and

4.11.4. conduct a quality and price assessment of the Supplier's further submission in line with the evaluation method and scoring system outlined in the Statement of Requirements. Where a Buyer chooses to undertake a pitch, the Supplier shall address the pitch requirements in its written Proposal. If the Buyer chooses to undertake a pitching stage, the Supplier shall provide the further submission in accordance with the requirements in the Buyer's Statement of Requirements. The Buyer shall award an Order Contract to the successful Supplier in accordance with the methodology set out in the Statement of Requirements. At all stages the Buyer shall notify unsuccessful Suppliers and may provide the Suppliers with feedback. A Supplier shall inform the Buyer if at any stage it does not wish to participate in the Further Competition Procedure.

Further Competition Award Criteria

5.1. The Buyer may wish to use the GCS evaluation framework found here:

<https://gcs.civilservice.gov.uk/publications/evaluation-framework/> The Buyer has discretion to develop the Further Competition Award Criteria as it deems appropriate.

5.2. The Buyer will evaluate the Supplier's Proposal against the following criteria to determine which of the Suppliers provides the most economically advantageous solution from the perspective of the Buyer. For the avoidance of doubt the most economically advantageous solution will not necessarily be the lowest price solution:

Criteria	Percentage Weightings
Quality*	60 - 95%
Price	5 - 40%
TOTAL	100%

* Central Government Bodies in scope of PPN 06/20 must give Social Value a minimum weighting of 10% of the total scoring

5.3. Weightings and sub-weightings for the evaluation criteria will be set by the Buyer and must add up to 100%.

5.4. Where the Buyer has chosen to undertake a Pitch, the Buyer will evaluate quality and price in the Written stage to identify Suppliers to invite to Pitch.

What the Supplier has to do

6.1. The Supplier agrees that all tenders submitted by the Supplier are made and will be made in good faith and that the Supplier has not fixed or adjusted and will not fix or adjust the price of the tender by or in accordance with any agreement or arrangement with any other person. The Supplier certifies that it has not and undertakes that it will not:

6.1.1. communicate to any person other than the person inviting these tenders the amount or approximate amount of the tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain quotations required for the preparation of the tender; and

6.1.2. enter into any arrangement or agreement with any other person that they or the other person(s) shall refrain from submitting a tender or as to the amount of any tenders to be submitted.

Awarding and creating an Order Contract

7.1. A Buyer may award an Order Contract with the Supplier by sending (including electronically) a signed Order Form substantially in the form (as may be amended or refined by the Buyer) of the Order Form Template set out in DPS Schedule 6 (Order Form Template and Order Schedules).

7.2. The Parties agree that any document or communication (including any document or communication in the apparent form of an Order Contract) which is not as described in this Paragraph 2 shall not constitute an Order Contract under this DPS Contract.

7.3. On receipt of an Order Form as described in Paragraph 7.1 from a Buyer the Supplier shall accept the Order Contract by promptly signing and returning (including by electronic means) a copy of the Order Form to the Buyer concerned.

7.4. On receipt of the countersigned Order Form from the Supplier, the Buyer shall send (including by electronic means) a written notice of receipt to the Supplier within two (2) Working Days and the Order Contract shall be formed with effect from the Order Start Date stated in the Order Form.

7.5. The Supplier acknowledges that the Buyer is independently responsible for the conduct of its award of Order Contracts under this DPS Contract and that CCS is not responsible or accountable for and shall have no liability whatsoever, except where it is the Buyer, in relation to:

7.5.1. the conduct of Buyer in relation to this Contract; or

7.5.2. the performance or non-performance of any Order Contracts between the Supplier and Buyer entered into pursuant to this Contract.

Awarding and creating an Exempt Order Contract

8.1. Paragraph 3.1 above shall not apply to an Exempt Buyer.

8.2. If a potential Exempt Buyer decides to source Deliverables through this DPS Contract, it will award an Exempt Order Contract for Deliverables in accordance with the procedure in

this Schedule as modified by this Paragraph 8 and in accordance with any legal requirements applicable to that potential Exempt Buyer.

8.3. A potential Exempt Buyer may award an Exempt Order Contract under this DPS Contract through a Further Competition Procedure in accordance with Paragraph 4 as modified by Paragraph 8.4 below.

8.4. If the potential Exempt Buyer requires the Supplier to develop proposals or a solution in respect of Deliverables, then the potential Exempt Buyer may at its discretion use the procedure set out in Paragraph 4 above as modified by this Paragraph 8.4. In that case, references to “the Regulations” in Paragraph 4 above shall be read as references to “any legal requirements applicable to that potential.

Exempt Buyer”, and the Exempt Buyer shall be permitted to modify the Further Competition Procedure in accordance with any legal requirements applicable to the Exempt Buyer.

8.5. Paragraphs 8.1 to 8.4 above are without prejudice to an Exempt Buyer’s ability to make such further modifications to the Order Procedure as it considers necessary and in accordance with any legal requirements applicable to that potential Exempt Buyer.

Annex A – Template Statement of Requirement

Department / Organisation:

Contact name:

Contact email:

DPS ref:

Date issued / clarification period / response deadline:

Summary

The problem and services required

Any constraints that may preclude Suppliers from accepting this Statement of

Requirement

Budget (if appropriate)

Timescales

Context and objectives

About our organisation

Existing strategy (i.e. known sensitivities, constraints, conflicts of interest)

Any data, previous research activity, audience insight and outputs

Your goals and objectives

Requirement and implementation a) Detail of requirement

Role of the Supplier, management and staffing (if applicable)

Key delivery milestones
Supplier response (evaluation)
Questions and evaluation methodology with marking scheme
Any further stages
Appointment and timings
Timescales for tender (stages / award)
Contract length and any extension possibilities
Total contract value

DPS SCHEDULE 8 (SELF AUDIT CERTIFICATE)

[Supplier Guidance: You must ensure that this annual certificate is completed when requested to do so by CCS and sent to the CCS Authorised Representative at the end of each Contract Year]

In accordance with Clause 6 (Record keeping and reporting) of the DPS Contract RM6126 entered into on [Insert DPS Start Date dd/mm/yyyy] between [Insert Supplier name] and CCS, we confirm the following:

1. In our opinion based on the testing undertaken [Insert Supplier name] is successfully identifying, recording and reporting on DPS Contract activity.

2. We have tested a sample of [insert number of orders specified by CCS in advance] Orders and related invoices during our audit for the Contract Year ending [Insert dd/mm/yyyy] and confirm that they are correct and in accordance with the DPS Contract.

3. We have tested a sample of [insert number of orders specified by CCS in advance] Orders and related invoices:

for the same or similar Deliverables

for the UK public sector

not supplied under the DPS Contract

during our audit for the Contract Year ending [Insert dd/mm/yyyy]

We confirm that the orders and invoices have been procured under an appropriate and legitimate procurement route and could not have been procured under the DPS Contract.

5. We attach an audit report which details:

the methodology used for this review

the sampling techniques applied

details of any issues identified

remedial action taken

Name:.....

Signed:.....

[Head of Internal Audit/ Finance Director/ External Audit firm]

Date:.....

Professional Qualification held by Signatory:.....

DPS SCHEDULE 9 (CYBER ESSENTIALS SCHEME)

1. Definitions

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

"Cyber Essentials Scheme"	Cyber Essentials Scheme and is the basic level of assurance;
"Cyber Essentials Basic Certificate"	Cyber Essentials Basic Certificate or the Cyber Essentials Plus Certificate to be provided by the Supplier as set out on the Platform; sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme; and the certification awarded on the basis of external testing by an independent certification body of the Supplier's cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance.
"Cyber Essentials Certificate"	
"Cyber Essential Scheme Data"	
"Cyber Essentials Plus Certificate"	

2. What Certification do you need the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme can be found here: <https://www.cyberessentials.ncsc.gov.uk/>; the certificate awarded on the basis of selfassessment, verified by an independent certification body, under the

- 2.1 Where the DPS Appointment Form requires that the Supplier provide a Cyber Essentials Certificate prior to the DPS Start Date, the Supplier shall provide a valid Cyber Essentials Certificate to CCS. Where the Supplier fails to comply with this Paragraph it shall be prohibited from commencing the provision of Goods or Services under any Contract until such time as the Supplier has evidenced to CCS its compliance with this Paragraph 2.1.
- 2.2 Where the Supplier continues to Process data during the Contract Period of any Order Contract, the Supplier shall deliver to CCS evidence of renewal of the Cyber Essentials Certificate or Cyber Essentials Plus Certificate on each anniversary of the first applicable certificate obtained by the Supplier under Paragraph 2.1.
- 2.3 Where the Supplier is due to Process data after the Start date of the first Order Contract but before the end of the DPS Period or Contract Period of the last Order Contract, the Supplier shall deliver to CCS evidence of:
- 2.3.1 a valid and current Cyber Essentials Certificate before the Supplier Processes any such Cyber Essentials Scheme Data; and
 - 2.3.2 renewal of the valid Cyber Essentials Certificate on each anniversary of the first Cyber Essentials Scheme certificate obtained by the Supplier under Paragraph 2.1.
- 2.4 In the event that the Supplier fails to comply with Paragraphs 2.2 or 2.3 (as applicable), CCS reserves the right to terminate this Contract for material Default.
- 2.5 The Supplier shall ensure that all Sub-Contracts with Subcontractors who Process Cyber Essentials Scheme Data contain provisions no less onerous on the Subcontractors than those imposed on the Supplier under this Contract in respect of the Cyber Essentials Scheme under Paragraph 2.1 of this Schedule.
- 2.6 This Schedule shall survive termination or expiry of this Contract and each and any Order Contract.

JOINT SCHEDULE 2 (VARIATION FORM)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details	
This variation is between:	[delete] as applicable: CCS / Buyer] ("CCS" "the Buyer") And The University Of Edinburgh ("the Supplier")
Contract name:	EMPOWER ("the Contract")
Contract reference number:	710354450
Details of Proposed Variation	

Variation initiated by:	[delete as applicable: CCS/Buyer/Supplier]	
Variation number:	[insert variation number]	
Date variation is raised:	[insert date]	
Proposed variation		
Reason for the variation:	[insert reason]	
An Impact Assessment shall be provided within:	[insert number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> [CCS/Buyer to insert original Clauses or Paragraphs to be varied and the changed clause] 	
Financial variation:	Original Contract Value:	£ [insert amount]
	Additional cost due to variation:	£ [insert amount]
	New Contract value:	£ [insert amount]

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by [delete as applicable: CCS / Buyer]
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the [delete as applicable: CCS / Buyer]

Signature

Date

Name (in Capitals)

Address

.....
Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

JOINT SCHEDULE 3 (INSURANCE REQUIREMENTS)

The insurance you need to have

1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under an Order Contract (specified in the applicable Order Form) ("Additional Insurances") and any other insurances as may be required by applicable Law (together the "Insurances"). The Supplier shall ensure that each of the Insurances is effective no later than:

1.1.1 the DPS Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and

1.1.2 the Order Contract Effective Date in respect of the Additional Insurances.

1.2 The Insurances shall be:

1.2.1 maintained in accordance with Good Industry Practice;

1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;

1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and

1.2.4 maintained for at least six (6) years after the End Date.

1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

How to manage the insurance

2.1 Without limiting the other provisions of this Contract, the Supplier shall:

2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent

contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

What happens if you aren't insured

3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

Evidence of insurance you must provide

4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

Making sure you are insured to the required amount

5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

Cancelled Insurance

6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or nonrenewal of any of the Insurances.

6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

Insurance claims

7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.

7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

1. The Supplier shall hold the following insurance cover from the DPS Start Date in accordance with this Schedule:
 - 1.1 professional indemnity insurance [with cover (for a single event or a series of related events and in the aggregate) of not less than] one million pounds (£1,000,000);
 - 1.2 public liability insurance [with cover (for a single event or a series of related events and in the aggregate)] of not less than one million pounds (£1,000,000); and
 - 1.3 employers' liability insurance [with cover (for a single event or a series of related events and in the aggregate) of not less than] five million pounds (£5,000,000).

JOINT SCHEDULE 4 (COMMERCIALLY SENSITIVE INFORMATION)

What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

For commercially sensitive information please see DEFFORM 539A (Page 131)

JOINT SCHEDULE 5 (CORPORATE SOCIAL RESPONSIBILITY)

1. What we expect from our Suppliers

- 1.1. In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf

- 1.2. CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3. The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

2. Equality and Accessibility

- 2.1. In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:

2.1.1 eliminate discrimination, harassment or victimisation of any kind; and

2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

"Modern Slavery Helpline" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

3.1. The Supplier:

3.1.1. Shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;

3.1.2. Shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;

3.1.3. Warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.

3.1.4. Warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world.

3.1.5. Shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world.

3.1.6. Shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;

3.1.7. Shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;

3.1.8. Shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;

3.1.9. Shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;

3.1.10. Shall not use or allow child or slave labour to be used by its Subcontractors;

3.1.11. Shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

4. Income Security

4.1. The Supplier shall:

4.1.1. Ensure that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;

4.1.2. Ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;

4.1.3. Ensure that all workers are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;

4.1.4. Not make deductions from wages:

(A) as a disciplinary measure

(B) except where permitted by law; or

(C) without expressed permission of the worker concerned;

4.1.5. Record all disciplinary measures taken against Supplier Staff; and

4.1.6. Ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;

5.1.2. Ensure that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;

5.1.3. Ensure that use of overtime is used responsibly, taking into account:

A. the extent;

B. frequency; and

C. hours worked;

by individuals and by the Supplier Staff as a whole;

5.2. The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.

5.3. Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:

5.3.1 This is allowed by national law;

5.3.2. This is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;

5.3.3. Appropriate safeguards are taken to protect the workers' health and safety; and

5.3.4. The employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

5.4. All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

6. Sustainability

6.1. The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

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

JOINT SCHEDULE 6 (KEY SUBCONTRACTORS)

1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under the DPS Contract to the Key Subcontractors identified on the Platform.
- 1.2 The Supplier is entitled to sub-contract its obligations under an Order Contract to Key Subcontractors listed on the Platform who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Subcontract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to the Platform. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to the Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and

- the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
- 1.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected DPS Price over the DPS Contract Period;
 - 1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Order Contract Period; and
 - 1.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.
- 1.5 If requested by CCS and/or the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.4, the Supplier shall also provide:
- 1.5.1 a copy of the proposed Key Sub-Contract; and
 - 1.5.2 any further information reasonably requested by CCS and/or the Buyer.
- 1.6 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
- 1.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;
 - 1.6.2 a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;
 - 1.6.3 a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
 - 1.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Buyer;
 - 1.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the DPS Contract in respect of:
 - (a) the data protection requirements set out in Clause 14 (Data protection);
 - (b) the FOIA and other access request requirements set out in Clause 16 (When you can share information);
 - (c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;
 - (d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - (e) the conduct of audits set out in Clause 6 (Record keeping and reporting);

- 1.6.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 (When CCS or the Buyer can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and
- 1.6.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer.

JOINT SCHEDULE 8 (GUARANTEE)

Definitions

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

"DPS Guarantor"	any person acceptable to CCS to give a DPS Guarantee;
"DPS Guarantee"	a deed of guarantee in favour of CCS and all Buyers in the form set out in the Annex to this Schedule;
"Order Guarantee"	a deed of guarantee in favour of a Buyer in the form set out in the Annex to this Schedule; and
"Order Guarantor"	the person acceptable to a Buyer to give an Order Guarantee;

[Guidance Note: CCS to insert either requirement for DPS guarantee in Paragraph 1 or Paragraph to give an option for buyers to request Order guarantees]

DPS Guarantee

Where CCS has notified the Supplier that [the award of the DPS Contract is conditional upon receipt of] [prior to the execution of the first Order Contract the Supplier shall provide] a valid DPS Guarantee, then on or prior to the execution of the [DPS Contract] [first Order Contract], as a condition for the award of the [DPS Contract] [first Order Contract], the Supplier must have delivered to CCS:

- (a) an executed DPS Guarantee from a DPS Guarantor; and
- (b) a certified copy extract of the board minutes and/or resolution of the DPS Guarantor approving the execution of the DPS Guarantee.

If the Supplier fails to deliver the documents as required by Paragraphs 2.1.1 and 2.1.2 above within 30 days of request then CCS shall be entitled to terminate this DPS Contract

without liability and the Buyer shall be entitled to terminate the Order Contract without liability.

Where the CCS has procured a DPS Guarantee from the Supplier pursuant to Paragraph 2.1 CCS may terminate this DPS Contract by issuing a Termination Notice to the Supplier where:

- the DPS Guarantor withdraws the DPS Guarantee for any reason whatsoever;
- the DPS Guarantor is in breach or anticipatory breach of the DPS Guarantee;
- an Insolvency Event occurs in respect of the DPS Guarantor;
- the DPS Guarantee becomes invalid or unenforceable for any reason whatsoever; or
- the Supplier fails to provide the documentation required by Paragraph 2.1 by the date so specified by the CCS;
- and in each case the DPS Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to CCS.

Notwithstanding Clause 19 (Other people's rights in this contract), this Schedule (Guarantee) is intended to confer benefits on Buyers and is intended to be enforceable by Buyers by virtue of the CRTPA.]

Order Guarantee

Where a Buyer has notified the Supplier that the award of the Order Contract by the Buyer shall be conditional upon receipt of a valid Order Guarantee, then, on or prior to the execution of the Order Contract, as a condition for the award of that Order Contract, the Supplier shall deliver to the Buyer:

- an executed Order Guarantee from an Order Guarantor; and
- a certified copy extract of the board minutes and/or resolution of the Order Guarantor approving the execution of the Order Guarantee.

Where a Buyer has procured an Order Guarantee from the Supplier under Paragraph 2.4 above, the Buyer may terminate the Order Contract for Material Default where:

- the Order Guarantor withdraws the Order Guarantee for any reason whatsoever;
- the Order Guarantor is in breach or anticipatory breach of the Order Guarantee;
- an Insolvency Event occurs in respect of the Order Guarantor;
- the Order Guarantee becomes invalid or unenforceable for any reason whatsoever;
- or
- the Supplier fails to provide the documentation required by Paragraph 2.1 by the date so specified by the Buyer;
- and in each case the Order Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to the Buyer.]

Annex 1 – Form of Guarantee

[Guidance Note: this is a draft form of guarantee which can be used to procure either a DPS Guarantee or an Order Guarantee, and so it will need to be amended to reflect the Beneficiary's requirements.]

[INSERT NAME OF THE GUARANTOR]

- AND -

[INSERT NAME OF THE BENEFICIARY]

DEED OF GUARANTEE

THIS DEED OF GUARANTEE is made the day of 20[]

PROVIDED BY:

[Insert the name of the Guarantor] [a company incorporated in England and Wales] with number [insert company no.] whose registered office is at [insert details of the Guarantor's registered office here] [OR] [a company incorporated under the laws of [insert country], registered in [insert country] with number [insert number] at [insert place of registration], whose principal office is at [insert office details] ("Guarantor")

WHEREAS:

- (A) The Guarantor has agreed, in consideration of the Beneficiary entering into the Guaranteed Agreement with the Supplier, to guarantee all of the Supplier's obligations under the Guaranteed Agreement.
- (B) It is the intention of the Parties that this document be executed and take effect as a deed.

Now in consideration of the Beneficiary entering into the Guaranteed Agreement, the Guarantor hereby agrees for the benefit of the Beneficiary as follows:

DEFINITIONS AND INTERPRETATION

In this Deed of Guarantee:

unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms shall have the same meaning as they have for the purposes of the Guaranteed Agreement;

the words and phrases below shall have the following meanings:

[Guidance Note: Insert and/or settle Definitions, including from the following list, as appropriate to either DPS Guarantee or Order Guarantee]

["CCS" has the meaning given to it in the DPS Contract;]

["Beneficiary(s)"]	means [CCS and all Buyers under all Order Contracts] [insert name of the Buyer with whom the Supplier enters into an Order Contract] and "Beneficiaries" shall be construed accordingly;]
["Order Contract"]	1 has the meaning given to it in the DPS Contract;]
["DPS Contract"]	2 means the DPS Contract with DPS Reference RM [Insert RM number] for the Goods and/or Services dated on or about the date hereof made between CCS and the Supplier;]
["Goods"]	3 has the meaning given to it in the DPS Contract;]
["Guaranteed Agreement(s)"]	4 means [the DPS Contract and all Order Contracts] [the Order Contract] made between the Beneficiary and the Supplier [from time to time] [on insert date];]
"Guaranteed Obligations"	5 means all obligations and liabilities of the Supplier to the Beneficiary under the Guaranteed Agreement together with all obligations owed by the Supplier to the Beneficiary that are supplemental to, incurred under, ancillary to or calculated by reference to the Guaranteed Agreement;
["Services"]	6 has the meaning given to it in the DPS Contract;]
"Supplier"	means [Insert the name, address and registration number of the Supplier as each appears in the DPS Appointment Form].

references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Guaranteed Agreement) are to be construed as references to this Deed of Guarantee, those provisions or that document or agreement in force for the time being and as amended, varied, restated, supplemented, substituted or novated from time to time;

unless the context otherwise requires, words importing the singular are to include the plural and vice versa;

references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;

the words "other" and "otherwise" are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;

unless the context otherwise requires, reference to a gender includes the other gender and the neuter;

unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or

statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;

unless the context otherwise requires, any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;

references to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee; and references to liability are to include any liability whether actual, contingent, present or future.

GUARANTEE AND INDEMNITY

The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Supplier duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Supplier to the Beneficiary.

The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Supplier to the Beneficiary under or in connection with the Guaranteed Agreement or in respect of the Guaranteed Obligations as if it were a primary obligor.

If at any time the Supplier shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:

fully, punctually and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the Guaranteed Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary; and

as a separate and independent obligation and liability, indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Supplier to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are purported to be imposed on the Supplier under the Guaranteed Agreement.

As a separate and independent obligation and liability from its obligations and liabilities under Clauses 2.1 to 2.3 above, the Guarantor as a primary obligor irrevocably and unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if

the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

OBLIGATION TO ENTER INTO A NEW CONTRACT

If the Guaranteed Agreement is terminated for any reason, whether by the Beneficiary or the Supplier, or if the Guaranteed Agreement is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable for any reason, then the Guarantor will, at the request of the Beneficiary enter into a contract with the Beneficiary in terms mutatis mutandis the same as the Guaranteed Agreement and the obligations of the Guarantor under such substitute agreement shall be the same as if the Guarantor had been original obligor under the Guaranteed Agreement or under an agreement entered into on the same terms and at the same time as the Guaranteed Agreement with the Beneficiary.

DEMANDS AND NOTICES

Any demand or notice served by the Beneficiary on the Guarantor under this Deed of Guarantee shall be in writing, addressed to:

[Insert Address of the Guarantor in England and Wales]

[Insert Facsimile Number]

For the Attention of [Insert details]

or such other address in England and Wales or facsimile number as the Guarantor has from time to time notified to the Beneficiary in writing in accordance with the terms of this Deed of Guarantee as being an address or facsimile number for the receipt of such demands or notices.

Any notice or demand served on the Guarantor or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:

if delivered by hand, at the time of delivery; or if posted, at 10.00 a.m. on the second Working Day after it was put into the post; or if sent by facsimile, at the time of despatch, if despatched before 5.00 p.m. on any Working Day, and in any other case at 10.00 a.m. on the next Working Day.

In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the facsimile message was properly addressed and despatched, as the case may be.

Any notice purported to be served on the Beneficiary under this Deed of Guarantee shall only be valid when received in writing by the Beneficiary.

BENEFICIARY'S PROTECTIONS

The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Supplier and the Beneficiary (whether or not such

arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.

This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:

it shall not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;

it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Beneficiary, the Guarantor or any other person;

if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Supplier for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and

the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.

The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the breach or non performance by the Supplier of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other default in respect of the same Guaranteed Obligation.

The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Supplier or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Supplier or any third party, or to take any action whatsoever against the Supplier or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.

The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.

Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.

Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.

The Guarantor shall afford any auditor of the Beneficiary appointed under the Guaranteed Agreement access to such records and accounts at the Guarantor's premises and/or provide such records and accounts or copies of the same, as may be required and agreed with any of the Beneficiary's auditors from time to time, in order that the Auditor may identify or investigate any circumstances which may impact upon the financial stability of the Guarantor.

GUARANTOR INTENT

Without prejudice to the generality of Clause 5 (Beneficiary's protections), the Guarantor expressly confirms that it intends that this Deed of Guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Guaranteed Agreement and any associated fees, costs and/or expenses.

RIGHTS OF SUBROGATION

The Guarantor shall, at any time when there is any default in the performance of any of the Guaranteed Obligations by the Supplier and/or any default by the Guarantor in the performance of any of its obligations under this Deed of Guarantee, exercise any rights it may have: of subrogation and indemnity; to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Supplier's obligations; and to prove in the liquidation or insolvency of the Supplier, only in accordance with the Beneficiary's written instructions and shall hold any amount recovered as a result of the exercise of such rights on trust for the Beneficiary and pay the same to the Beneficiary on first demand. The Guarantor hereby acknowledges that it has not taken any security from the Supplier and agrees not to do so until Beneficiary receives all moneys payable hereunder and will hold any security taken in breach of this Clause on trust for the Beneficiary.

DEFERRAL OF RIGHTS

Until all amounts which may be or become payable by the Supplier under or in connection with the Guaranteed Agreement have been irrevocably paid in full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not: exercise any rights it may have to be indemnified by the Supplier;

claim any contribution from any other guarantor of the Supplier's obligations under the Guaranteed Agreement;

take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary under the Guaranteed Agreement or of any other guarantee or security taken pursuant to, or in connection with, the Guaranteed Agreement;

demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Supplier; or claim any set-off or counterclaim against the Supplier;

If the Guarantor receives any payment or other benefit or exercises any set off or counterclaim or otherwise acts in breach of this Clause 8, anything so received and any benefit derived directly or indirectly by the Guarantor therefrom shall be held on trust for the Beneficiary and applied in or towards discharge of its obligations to the Beneficiary under this Deed of Guarantee.

REPRESENTATIONS AND WARRANTIES

The Guarantor hereby represents and warrants to the Beneficiary that:

the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;

the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;

the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including, without limitation entry into and performance of a contract pursuant to Clause 3) have been duly authorised by all necessary corporate action and do not contravene or conflict with:

the Guarantor's memorandum and articles of association or other equivalent constitutional documents;

any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or the terms of any agreement or other document to which the Guarantor is a Party or which is binding upon it or any of its assets;

all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and

effect; and this Deed of Guarantee is the legal valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

PAYMENTS AND SET-OFF

All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.

The Guarantor shall pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.

GUARANTOR'S ACKNOWLEDGEMENT

The Guarantor warrants, acknowledges and confirms to the Beneficiary that it has not entered into this Deed of Guarantee in reliance upon, nor has it been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by or on behalf of the Beneficiary (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed of Guarantee.

ASSIGNMENT

The Beneficiary shall be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer shall not release the Guarantor from its liability under this Guarantee.

The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed of Guarantee.

SEVERANCE

If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

THIRD PARTY RIGHTS

Other than the Beneficiary, a person who is not a Party to this Deed of Guarantee shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

SURVIVAL

This Deed of Guarantee shall survive termination or expiry of the Guaranteed Agreement.

GOVERNING LAW

This Deed of Guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law.

The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.

Nothing contained in this Clause shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).

The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

[Guidance Note: Include the above provision when dealing with the appointment of English process agent by a non English incorporated Guarantor]

[The Guarantor hereby irrevocably designates, appoints and empowers [the Supplier] [a suitable alternative to be agreed if the Supplier's registered office is not in England or Wales] either at its registered office or on facsimile number [insert fax no.] from time to time to act as its authorised agent to receive notices, demands, service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Beneficiary in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the service of notices and demands, service of process or any other legal summons served in such way.]

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

[Insert name of the Guarantor] acting by **[Insert/print names]**

Director

Director/Secretary

JOINT SCHEDULE 10 (RECTIFICATION PLAN)

Request for [Revised] Rectification Plan		
Details of the Default:	[Guidance: Explain the Default, with clear schedule and clause references as appropriate]	
Deadline for receiving the [Revised] Rectification Plan:	[add date (minimum 10 days from request)]	
Signed by [CCS/Buyer] :		Date: <input type="text"/>
Supplier [Revised] Rectification Plan		
Cause of the Default	[add cause]	
Anticipated impact assessment:	[add impact]	
Actual effect of Default:	[add effect]	
Steps to be taken to rectification:	Steps	Timescale
	1.	[date]
	2.	[date]
	3.	[date]
	4.	[date]
	[...]	[date]
Timescale for complete Rectification of Default	[X] Working Days	
Steps taken to prevent recurrence of Default	Steps	Timescale
	1.	[date]
	2.	[date]

	3.	[date]	
	4.	[date]	
	[...]	[date]	
Signed by the Supplier:		Date:	
Review of Rectification Plan [CCS/Buyer]			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by [CCS/Buyer]		Date:	

JOINT SCHEDULE 11 (PROCESSING DATA)

Definitions

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

“Processor Personnel” all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;

Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:
- (a) “Controller” in respect of the other Party who is “Processor”;
 - (b) “Processor” in respect of the other Party who is “Controller”;
 - (c) “Joint Controller” with the other Party;

- (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (Processing Personal Data) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (Processing Personal Data) by the Controller.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
5. 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 and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
 - (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.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
 - (a) Process that Personal Data only in accordance with Annex 1 (Processing Personal Data), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (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 the Contract (and in particular Annex 1 (Processing Personal Data));
- (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 Joint Schedule 11, Clauses 14 (Data protection), 15 (What you must keep confidential) and 16 (When you can share information);
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (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 the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the UK or 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 UK 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; and
- (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 Contract unless the Processor is required by Law to retain the Personal Data.

7. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract 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 the Contract;
 - (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 Personal Data Breach.
8. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately 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 it to comply with a Data Subject Access 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 Personal Data Breach; and/or
 - (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.
10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. 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 UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
 - (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
15. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 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 the Contract).
16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

17. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

Independent Controllers of Personal Data

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 8 of this Joint Schedule 11 above, the recipient of the Personal Data will

provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
22. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where it has recorded it in Annex 1 (Processing Personal Data).
23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract ("Request Recipient"):
 - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and

- (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (Processing Personal Data).
- 28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (Processing Personal Data).
- 29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 27 of this Joint Schedule 11.

Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are:
- 1.2 **[REDACTED]** The contact details of the Supplier's Data Protection Officer are:
[REDACTED]
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> ● Unique Identification Numbers (UIN) and sample dates will be provided on a data sheet document detailing all samples provided for analysis. Up to 7000 urine samples each labelled with UIN and sample date will be provided by the Relevant Authority [MOD] to the Supplier The University of Edinburgh for analysis. All samples are pseudo-anonymised and documents linking UIN to each participant identifiable information will be held ONLY by the Relevant Authority who is the Controller [MOD]. No identifiable participant personal data will be shared with the Supplier as the Processor The University of Edinburgh. The Relevant Authority [MOD] is the Controller of any data resulting from data analysis of the urine samples received from the Supplier as the Processor. <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</p> <ul style="list-style-type: none"> ● The Supplier The University of Edinburgh is the Controller for data that is generated from the urine sample analysis. The Relevant Authority [MOD] is the Processor of the data generated from the urine analysis. <p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> ● Parties are not joint controllers of any data. <p>The Parties are Independent Controllers of Personal Data</p>

	<p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> ● Business contact details of Supplier Personnel for which the Supplier is the Controller, ● Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority’s duties under the Contract) for which the Relevant Authority is the Controller, ● No other personal data will be provided by the Controller [MOD] to the Supplier [Insert]. The Supplier [insert] will determine the nature of techniques required to analyse urine samples. The Relevant Authority will determine the purpose of urine sample analysis. ● Processing of urine analyte data provided to the Relevant Authority [MOD] by the Supplier The University of Edinburgh, will be determined by the Relevant Authority [MOD] as the Processor.
<p>Duration of the Processing</p>	<p>Processing will take place over six months up to and including January 2025</p>
<p>Nature and purposes of the Processing</p>	<ul style="list-style-type: none"> ● The Supplier The University of Edinburgh will process business contact details of any directors, officers, employees, agents, consultants, and contractors of Relevant Authority [MOD] (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority’s duties under the Contract: <ul style="list-style-type: none"> ○ Storing the contact details provided ○ Through use of the contact details to contact the Relevant Authority [MOD] ○ Through consultation with the Relevant Authority [MOD] ● The Supplier The University of Edinburgh will process the urine samples provided by the Relevant Authority [MOD] through: <ul style="list-style-type: none"> ○ The analysis of each urine sample for predetermined analyte panel provided by the Relevant Authority [MOD] ○ The storage and organisation of urine samples in the freezer during analysis of the urine analyte panel. ○ The storage of the urine sample data sheet document provided by the Relevant Authority [MOD]. ○ The recording of each urine sample analyte result on an appropriate data sheet document. ● The Relevant Authority [MOD] will process business contact details of the Supplier Personnel: <ul style="list-style-type: none"> ○ Storing the contact details provided ○ Through use of the contact details to contact the Supplier The University of Edinburgh

	<ul style="list-style-type: none"> ○ Through consultation with the Supplier The University of Edinburgh ● The Relevant Authority [MOD] on receipt of results of urine analyte panel from the Supplier The University of Edinburgh will process the data by: <ul style="list-style-type: none"> ○ Conducting data analysis of the urine analyte panel, provided by the Supplier The University of Edinburgh to the Relevant Authority [MOD], to determine ovulation. ○ Storing data on a limited MoD SharePoint site only accessed by relevant members of the research team. ○ Dissemination of data analysis outcomes through research findings, teaching, presentations at military or scientific meetings, publication in scientific journals, printed and online publicity, social media, press releases, and funding applications. ● Both parties the Supplier [insert] and the Relevant Authority [MOD] will Process all data through consultation with each other. ● The purpose of Processing the data sheet document and urine samples provided by the Relevant Authority [MOD] to the Supplier The University of Edinburgh is to: <ul style="list-style-type: none"> ○ Analyse urine samples according to the predetermined analyte panel. ● The purpose of Processing the urine sample analyte panel results, provided by the Supplier The University of Edinburgh to the Relevant Authority [MOD], is to: <ul style="list-style-type: none"> ○ Confirm ovulation across the menstrual cycles of each participant. ○ Establish accuracy of wearable technology to predict ovulation when compared against hormone levels in urine analysed through validated techniques. ○ Identify other female reproductive health trends from urine sample analyte results.
Type of Personal Data	<ul style="list-style-type: none"> ○ The type of personal data provided to the Supplier The University of Edinburgh by the Relevant Authority [MOD] will include: <ul style="list-style-type: none"> ● Business contact details of any directors, officers, employees, agents, consultants and contractors of the Relevant Authority engaged in the performance of the Relevant Authority’s duties under the Contract. ● UIN and sample dates as provided in the data sheet document for up to 7000 urine samples, and the corresponding urine samples. <p>No identifiable participant personal data will be shared with the Supplier.</p> <p>Type of personal data provided to the Relevant Authority [MOD] by the Supplier The University of Edinburgh will include:</p> <ul style="list-style-type: none"> ● Business contact details of Supplier Personnel ● Results of the urine analyte analysis for up to 7000 urine samples.

<p>Categories of Data Subject</p>	<ul style="list-style-type: none"> ○ Categories of data subject shared with the Supplier The University of Edinburgh ● by the Relevant Authority [MOD] will be: <ul style="list-style-type: none"> ○ Relevant Authority [MOD] Staff ○ Participants in the Empower study. <ul style="list-style-type: none"> ▪ No identifiable participant data will be shared with the Supplier The University of Edinburgh by the Relevant Authority. ● Categories of data subject shared with the Relevant Authority [MOD] by the Supplier The University of Edinburgh will be: <ul style="list-style-type: none"> ○ Supplier Staff ○ Participants in the Empower study
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<ul style="list-style-type: none"> ● Personal data held by the Relevant Authority [MOD] will be kept identifiable up until 6 months after the completion of the study. After this it will be anonymised by deleting the unique identifier list. ● Results of the urine analyte panel will be held by the Supplier The University of Edinburgh until all analysis is completed, at which point the data will be returned to the Relevant Authority [MOD].

Annex 2 - Joint Controller Agreement

1. Joint Controller Status and Allocation of Responsibilities

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 2-15 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 7-27 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that The University of Edinburgh and MOD:

- (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
- (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;

- (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
- (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Deliverables where consent is the relevant legal basis for that Processing; and
- (e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier's/Relevant Authority's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

2. Undertakings of both Parties

2.1 The Supplier and the Relevant Authority each undertake that they shall:

- (a) report to the other Party every 9 months on:
 - (i) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
 - (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
 - (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
 - (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
 - (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of the Contract during that period;

- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);

- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Deliverables and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- (e) request from the Data Subject only the minimum information necessary to provide the Deliverables and treat such extracted information as Confidential Information;
- (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;
- (g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
 - (i) are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information;
 - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so; and
 - (iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- (h) ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and

- (iv) cost of implementing any measures;
 - (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and
 - (j) ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.
- 2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.
3. Data Protection Breach
- 3.1 Without prejudice to clause 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:
- (a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation; and
 - (b) all reasonable assistance, including:
 - (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
 - (ii) co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;
 - (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
 - (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

- 3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:
- (a) the nature of the Personal Data Breach;
 - (b) the nature of Personal Data affected;
 - (c) the categories and number of Data Subjects concerned;
 - (d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
 - (e) measures taken or proposed to be taken to address the Personal Data Breach; and
 - (f) describe the likely consequences of the Personal Data Breach.

4. Audit

4.1 The Supplier shall permit:

- (a) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, to conduct, at the Relevant Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or
- (b) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Deliverables.

4.2 The Relevant Authority may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

5. Impact Assessments

5.1 The Parties shall:

- (a) provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and

- (b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 UK GDPR.

6. ICO Guidance

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

7. Liabilities for Data Protection Breach

Guidance: This clause represents a risk share, you may wish to reconsider the apportionment of liability and whether recoverability of losses are likely to be hindered by the contractual limitation of liability provisions]

7.1 If financial penalties are imposed by the Information Commissioner on either the Relevant Authority or the Supplier for a Personal Data Breach ("Financial Penalties") then the following shall occur:

- (a) if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost, when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Relevant Authority and its third-party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach.
- (b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier's sole cost, full cooperation, and access to conduct a thorough audit of such Personal Data Breach; or
- (c) if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (Resolving disputes).

- 7.2 If either the Relevant Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction (“Court”) by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.
- 7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the “Claim Losses”):
- (a) if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;
 - (b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and
 - (c) if responsibility for the relevant Personal Data Breach is unclear, then the Relevant Authority and the Supplier shall be responsible for the Claim Losses equally.
- 7.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Relevant Authority and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Relevant Authority.
8. Termination
- If the Supplier is in material Default under any of its obligations under this Annex 2 (Joint Controller Agreement), the Relevant Authority shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 10 of the Core Terms (Ending the contract).
9. Sub-Processing
- 9.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:
- (a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
 - (b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.
10. Data Retention

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

ORDER SCHEDULE 1 (TRANSPARENCY REPORTS)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the DPS Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Contract awards notice	Contractual transparency and Financial Transparency	N/A	On contract award

ORDER SCHEDULE 2 (STAFF TRANSFER)

Buyers will need to ensure that appropriate provisions are included to deal with staff transfer on both entry and exit, and, irrespective of whether TUPE does apply on entry if there are employees eligible for New Fair Deal pension protection then the appropriate pensions provisions will also need to be selected.

If there is a staff transfer from the Buyer on entry (1st generation) then Part A shall apply.

If there is a staff transfer from former/incumbent supplier on entry (2nd generation), Part B shall apply.

If there is both a 1st and 2nd generation staff transfer on entry, then both Part A and Part B shall apply.

If either Part A and/or Part B apply, then consider whether Part D (Pensions) shall apply and the Buyer shall indicate on the Order Form which Annex shall apply (either D1 (CSPS), D2 (NHSPS), D3 (LGPS) or D4 (Other Schemes)). Part D pensions may also apply where there is not a TUPE transfer for example where the incumbent provider is successful.

If there is no staff transfer (either 1st generation or 2nd generation) at the Start Date then Part C shall apply and Part D pensions may also apply where there is not a TUPE transfer for example where the incumbent provider is successful.

If the position on staff transfers is not known at the bid stage, include Parts A, B, C and D at the bid stage and then update the Buyer Contract Details before signing to specify whether Parts A and/or B, or C and D apply to the Contract.

Part E (dealing with staff transfer on exit) shall apply to every Contract.

For further guidance on this Schedule contact Government Legal Department's Employment Law Group]

1. Definitions

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

"Acquired Rights Directive" 1 the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;

"Employee Liability" 2 all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs

reasonably incurred in connection with a claim or investigation including in relation to the following:

- a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- b) unfair, wrongful or constructive dismissal compensation;
- c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- d) compensation for less favourable treatment of part-time workers or fixed term employees;
- e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;
- f) employment claims whether in tort, contract or statute or otherwise;
- g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

"Former Supplier"

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

"New Fair Deal"

the revised Fair Deal position set out in the HM Treasury guidance: "Fair Deal for Staff Pensions: Staff Transfer from Central Government" issued in October 2013 including:

- (i) any amendments to that document immediately prior to the Relevant Transfer Date; and
- (ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;

"Old Fair Deal"	HM Treasury Guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions" issued in June 1999 including the supplementary guidance "Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues" issued in June 2004;
"Partial Termination"	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;
"Staffing Information"	<p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:</p> <ul style="list-style-type: none"> (a) their ages, dates of commencement of employment or engagement, gender and place of work; (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise; (c) the identity of the employer or relevant contracting Party; (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments; (e) their wages, salaries, bonuses and profit sharing arrangements as applicable; (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other

retirement benefit schemes, share option schemes and company car schedules applicable to them;

- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

"Supplier's Final Supplier Personnel List"	a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Personnel List"	a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Term"	the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;
"Transferring Buyer Employees"	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Former Supplier Employees"	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date.

2. INTERPRETATION

- 2.1 Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the

Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

- 2.2 The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraph 3.1 of Part B, Paragraphs 1.5, 1.7 and 1.9 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together “Third Party Provisions”) confer benefits on third parties (each such person a “Third Party Beneficiary”) and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.
- 2.3 Subject to Paragraph 2.2 above, a person who is not a Party to this Order Contract has no right under the CRTPA to enforce any term of this Order Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 2.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
- 2.5 Any amendments or modifications to this Order Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.
3. Which parts of this Schedule apply

Only the following parts of this Schedule shall apply to this Call Off Contract:

- Part C (No Staff Transfer on the Start Date)]

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer
 - 1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
 - 1.2 If any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
 - 1.2.1 the Supplier shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing and, where required by the Buyer, notify the Former Supplier in writing; and
 - 1.2.2 the Buyer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification from the Supplier or the Subcontractor (as

appropriate) or take such other reasonable steps as the Buyer or Former Supplier (as the case may be) it considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Buyer and/or the Former Supplier),, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.

1.4 If by the end of the 15 Working Day period referred to in Paragraph 1.2.2:

1.4.1 no such offer of employment has been made;

1.4.2 such offer has been made but not accepted; or

1.4.3 the situation has not otherwise been resolved;

the Supplier may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

1.5 Subject to the Supplier and/or the relevant Subcontractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.8 the Buyer shall:

1.5.1 indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and

1.5.2 procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

1.6 If any such person as is described in Paragraph 1.2 is neither re employed by the Buyer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Subcontractor (as appropriate) and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under Law.

1.7 Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.6, all Employee Liabilities in relation to such employee shall

remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

1.8 The indemnities in Paragraph 1.5:

1.8.1 shall not apply to:

(a) any claim for:

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

in any case in relation to any alleged act or omission of the Supplier and/or Subcontractor; or

(b) any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and

1.8.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any Subcontractor to the Buyer and, if applicable, Former Supplier within 6 months of the Start Date.

1.9 If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

2. Limits on the Former Supplier's obligations

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

that the Buyer must use reasonable endeavours to procure that the Former Supplier does or doe

ORDER SCHEDULE 3 (CONTINUOUS IMPROVEMENT)

2. BUYER'S RIGHTS

- 2.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

3. SUPPLIER'S OBLIGATIONS

- 3.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 3.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 3.3 In addition to Paragraph 3.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("Continuous Improvement Plan") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 3.3.1 identifying the emergence of relevant new and evolving technologies;
 - 3.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 3.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 3.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 3.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100)

Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

- 3.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 3.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 3.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 3.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 3.5:
 - 3.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 3.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 3.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 3.3.
- 3.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 3.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 3.12 At any time during the Contract Period of the Order Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

ORDER SCHEDULE 7 (KEY SUPPLIER STAFF)

- 1.1 The Annex 1 to this Schedule lists the key roles (“Key Roles”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) Months’ notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Annex 1- Key Roles

Key Role	Key Staff	Contact Details
Contracting	[REDACTED][REDACTED]	[REDACTED]
Senior Lecturer in the Royal Centre of Defence Medicine and University of Edinburgh-Project Lead	[REDACTED]	[REDACTED]
Manages the BHF Cardiovascular Biomarker Laboratory in the Centre for Cardiovascular Science, University of Edinburgh	[REDACTED],	[REDACTED]
Senior Research Fellow and manages the joint NHS Lothian and University of Edinburgh Mass Spectrometry Core	[REDACTED]	[REDACTED]
Senior bioanalytical specialist and deputy manager for the Mass Spectrometry core, with operational oversight	[REDACTED],	[REDACTED]
Centre for Reproductive Health University of Edinburgh Project Support	[REDACTED]	[REDACTED]

ORDER SCHEDULE 10 (EXIT MANAGEMENT)

4. Definitions

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

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 6.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the DPS Application or Order Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier in connection with the Deliverables but which are also used by the Supplier for other purposes;

"Registers"	the register and configuration database referred to in Paragraph 5.2 of this Schedule;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in Paragraph 8.1 of this Schedule;
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 8.2 of this Schedule;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 11.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 11.2.3 of this Schedule.

5. Supplier must always be prepared for contract exit

- 5.1 The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 5.2 During the Contract Period, the Supplier shall promptly:
 - 5.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and

- 5.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables ("Registers").
- 5.3 The Supplier shall:
 - 5.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
 - 5.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.
- 5.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

6. Assisting re-competition for Deliverables

- 6.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "Exit Information").
- 6.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 6.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 6.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

7. Exit Plan

- 7.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 7.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.
- 7.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 7.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 7.3 The Exit Plan shall set out, as a minimum:
- 7.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
 - 7.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
 - 7.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
 - 7.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
 - 7.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
 - 7.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
 - 7.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
 - 7.3.8 proposals for the disposal of any redundant Deliverables and materials;
 - 7.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
 - 7.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 7.4 The Supplier shall:
- 7.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every 2 months throughout the Contract Period; and
 - (b) no later than twenty (20) working days after a request from the Buyer for an up-to-date copy of the Exit Plan;

- (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
 - (d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and
- 7.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 7.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 7.2 or 7.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 7.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

8. Termination Assistance

- 8.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "Termination Assistance Notice") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
- 8.1.1 the nature of the Termination Assistance required; and
 - 8.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables.
- 8.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- 8.3 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph **Error! Reference source not found.**, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

9. Termination Assistance Period

9.1 Throughout the Termination Assistance Period the Supplier shall:

- 9.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
- 9.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
- 9.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
- 9.1.4 subject to Paragraph 9.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
- 9.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
- 9.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.

9.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 9.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.

9.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

10. Obligations when the contract is terminated

10.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.

10.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:

- 10.2.1 vacate any Buyer Premises;
- 10.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good

any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;

10.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:

- (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
- (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

10.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

11. Assets, Sub-contracts and Software

11.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:

11.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or

11.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

11.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:

11.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("Transferring Assets");

11.2.2 which, if any, of:

- (a) the Exclusive Assets that are not Transferable Assets; and
- (b) the Non-Exclusive Assets,

the Buyer and/or the Replacement Supplier requires the continued use of; and

11.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "Transferring Contracts"),

in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all

reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

- 11.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 11.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 11.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
 - 11.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
 - 11.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 11.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
- 11.7 The Buyer shall:
 - 11.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
 - 11.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 11.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
- 11.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 11.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 11.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

12. No charges

12.1 Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

13. Dividing the bills

13.1 All outgoing, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:

13.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

13.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

13.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

ORDER SCHEDULE 20 (ORDER SPECIFICATION)

13.2 This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Order Contract

Purpose

The Army Health and Performance Research (AHPR) team are undertaking work to determine the validity of innovative methods to predict ovulation and monitor menstrual health in servicewomen. The EMPOWER trial will investigate the validity of these innovative methods for detecting ovulatory / anovulatory cycles, and the end-user acceptability of these methods in military training.

Background

[REDACT]. Ovulation (the release of an egg) is a key event of the menstrual cycle and is associated with a healthy hormonal environment protective of musculoskeletal health. Oestrogens are known to directly affect bone, muscle, and tendons, and changes in their production can influence injury risk and physical performance. Women can stop ovulating but continue to have periods, so methods of detecting ovulation, independent of changes in bleeding frequency, will help them monitor their own menstrual health and seek early intervention. AHPR have identified three possible innovative candidate methods to predict ovulation [REDACT]: i) wearable technology; ii) hormone measurement in finger-tip blood samples, and iii) hormone measurement in saliva. These methods need to be validated against the gold-standard measure of ovulation from urinary metabolites of female hormones.

Objectives

The objective of this requirement is to validate the data from the innovative methods against ovulation determined from serial measurements of urinary progesterone.

Scope

Urine samples are being collected as part of a human research trial. These samples need to be analysed in a laboratory to determine the concentrations of female hormones.

Requirements

This requirement seeks to measure female hormones in urine analysed by an accredited laboratory, using non clinically routine methods, to detect and validate ovulation in servicewomen during arduous military training. The urine has been collected as part of an Army research trial.

SPECIFIC REQUIREMENTS

- Analysis of urine samples for urinary metabolites of oestradiol (e.g., estrone glucuronide), progesterone (e.g., P4 or pregnanediol 3 glucuronide), and luteinising hormone, and creatinine for up to 13,500 samples in an accredited laboratory.
- Confirm ovulation using established and reliable methods and thresholds (e.g., a rise in urine PDG above 5µg/mL).
- Provide technical advice to the research team on sample analysis and interpretation.
- Provide reference ranges to enable interpretation of the findings.

Outputs/deliverables/milestones

Deliverables	Date
Final raw data set within 90 days of receipt of samples.	Within 90 days of receipt of samples

Acceptance

Acceptance will be upon the final delivery of raw data.

Evaluation

The outcome of this work will be evaluated by the AHPR project team.

Intellectual Property (IP) Rights (Known as IPR)

All new IP generated from the research studies will remain with the MoD as per the T&Cs of this call off contract.

Government Furnished Supplies

- MOD will provide Urine samples

Payment

Payment will be made at the end of the trial, on completion of all deliverables. Payment will be made within 30 days of a valid and undisputed invoice. Payment will be made through CP&F/Exostar. The supplier must be willing to join these platforms if not already on them.

Contract management arrangements

Contract Management for this requirement will be ad hoc.

End of contract/Exit strategy

The end of contract milestone will be when all data have been delivered to the MOD. At the end of the trial, all data should be transferred over to MOD, and any data the supplier holds should be disposed of.

ORDER SCHEDULE 17 (MOD TERMS)

1. Definitions

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

"MOD Terms and Conditions"	the terms and conditions listed in this Schedule;
"MOD Site"	shall include any of Her Majesty's Ships or Vessels and Service Stations;
"Officer in charge"	shall include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments;

2. Access to MOD sites

2.1 The Buyer shall issue passes for those representatives of the Supplier who are approved for admission to the MOD Site and a representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Buyer and shall be surrendered on demand or on completion of the supply of the Deliverables.

2.2 The Supplier's representatives when employed within the boundaries of a MOD Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of staff at that MOD Site. When on board ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements shall be provided, on request, by the Officer in charge.

- 2.3 The Supplier shall be responsible for the living accommodation and maintenance of its representatives while they are employed at a MOD Site. Sleeping accommodation and messing facilities, if required, may be provided by the Buyer wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. At MOD Sites overseas, accommodation and messing facilities, if required, shall be provided wherever possible. The status to be accorded to the Supplier's staff for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible give his decision before the commencement of this Contract where so asked by the Supplier. When sleeping accommodation and messing facilities are not available, a certificate to this effect may be required by the Buyer and shall be obtained by the Supplier from the Officer in charge. Such certificate shall be presented to the Buyer with other evidence relating to the costs of this Contract.
- 2.4 Where the Supplier's representatives are required by this Contract to join or visit a Site overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided for them free of charge by the Ministry of Defence whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Supplier shall make such arrangements through the Technical Branch named for this purpose in the Buyer Contract Details. When such transport is not available within a reasonable time, or in circumstances where the Supplier wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Supplier shall make its own transport arrangements. The Buyer shall reimburse the Supplier's reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier's representatives locally overseas which is necessary for the purpose of this Contract shall be provided wherever possible by the Ministry of Defence, or by the Officer in charge and, where so provided, shall be free of charge.
- 2.5 Out-patient medical treatment given to the Supplier's representatives by a Service Medical Officer or other Government Medical Officer at a Site overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Supplier's representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.
- 2.6 Accidents to the Supplier's representatives which ordinarily require to be reported in accordance with Health and Safety at Work etc. Act 1974, shall be reported to the Officer in charge so that the Inspector of Factories may be informed.
- 2.7 No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Supplier's representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.

- 2.8 The Supplier shall, wherever possible, arrange for funds to be provided to its representatives overseas through normal banking channels (e.g. by travellers' cheques). If banking or other suitable facilities are not available, the Buyer shall, upon request by the Supplier and subject to any limitation required by the Supplier, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made at the Site to which the Supplier's representatives are attached. All such advances made by the Buyer shall be recovered from the Supplier.

DEFCONS AND DEFFORMS

The DEFCONS and DEFFORMS listed in Annex 1 to this Schedule are incorporated into this Contract.

In the event of a conflict between any DEFCONS and DEFFORMS listed in the Order Form and the other terms in an Order Contract, the DEFCONS and DEFFORMS shall prevail.

ANNEX 1 - DEFCONS & DEFFORMS

The full text of Defence Conditions (DEFCONS) and Defence Forms (DEFFORMS) are available electronically via <https://www.gov.uk/acquisition-operating-framework>.

The following MOD DEFCONS and DEFFORMS form part of this contract:

DEFCONS

DEFCON No	Version	Description
514A	Edition 03/16	Failure of performance under Research and Development Contracts
611	Edition 12/22	Issued Property

DEFFORMS (Ministry of Defence Forms)

DEFFORM No	Version	Description
DEFFORM 539A	1	Tenderer's Sensitive Information

DEFFORM 711	1	NOTIFICATION OF INTELLECTUAL PROPERTY RIGHTS (IPR) RESTRICTIONS
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DEFCON 514A – FAILURE OF PERFORMANCE UNDER RESEARCH AND DEVELOPMENT CONTRACTS

Failure of Performance under Research and Development Contracts DEFCON 514A Edition 03/16 1. This is a research and development Contract which seeks to achieve an advance in science or technology. 2. In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor has failed to perform its obligations in accordance with the Contract for substantial scientific or technical reasons which are beyond its reasonable control. 3. Where the Authority has terminated the Contract under Clause 2 the Contractor shall be entitled to a fair and reasonable payment in respect of its unavoidable losses. Such payment shall not include any allowance for profit and, taken together with all other payments made by the Authority under the Contract, shall not exceed the Contract Price or appropriate part thereof.

DEFCON 611 - ISSUED PROPERTY

General 1. All Issued Property shall remain the property of the Authority. It shall be used in the execution of the Contract and for no other purpose, without the prior approval in writing of the Authority. 2. Neither the Contractor, nor any subcontractor, nor any other person, shall have a lien on Issued Property, for any sum due to the Contractor, subcontractor or other person, and the Contractor shall take all such steps as may be necessary to ensure that the title of the Authority, and the exclusion of any such lien, are brought to the notice of all subcontractors and other persons dealing with any Issued Property. Receipt 3. Subject to Clauses 4 and 7 below, within 14 days of receipt of Issued Property, or such other longer period as may be specified in the Contract, the Contractor shall: a. check the Issued Property to verify that it corresponds with the Issued Property specified in the Contract; b. conduct a reasonable visual inspection; and c. conduct any additional inspection and testing as may be necessary and practicable to check that the Issued Property is not defective or deficient for the purpose for which it has been provided; b. and notify the Authority of any defects, deficiencies or discrepancies discovered. 4. Where Issued Property is packaged it shall not be unpacked earlier than is necessary. The period identified at Clause 3 above shall count from the date on which packages are opened. 5. The Authority shall within a reasonable time after receipt of any notice under clause 3 of this Condition replace, re-issue or authorise repair of Issued Property agreed to be defective or deficient and, if appropriate, the Authority shall revise the Contract Price, delivery schedule or both. If appropriate, it shall also issue written instructions for the return or disposal of the defective or deficient Issued Property. 6. In the event that the Authority fails to provide, replace, or authorise repair of defective or deficient Issued Property within a reasonable time of receipt of a notice in accordance with Clause 3, fair and reasonable revisions of the Contract Price, delivery schedule or both shall be made as may be appropriate provided that the Contractor has

taken all reasonable measures to mitigate the consequences of any such delay. DEFCON 611 - Issued Property DEFCON 611 Page 2 of 3 7. Clauses 3 - 6 do not apply in the following circumstances: a. where Issued Property is issued for the purpose of repair, overhaul, conversion or other work to be performed on the Issued Property, inspection of such property shall be as specified in the Contract; b. where the Contractor can show that the Issued Property cannot be fully tested until it has been integrated with other items, inspection of such property shall be as specified in the Contract; c. where Special Jigs and Tools etc. become Issued Property under DEFCON 23. Custody 8. Subject to Clause 11 below and any limitation or exclusion of liability as may be specified in the Contract, the Contractor shall be responsible for the safe custody and due return of Issued Property, whether or not incorporated into the Articles, and shall be responsible for all loss or damage thereto, until re-delivered in accordance with the Authority's instructions or until the expiry of the period specified in Clause 14. 9. The Contractor shall be responsible for such calibration and maintenance of the Issued Property as is specified in the Contract. 10. If requested, the Authority, within a reasonable time, and where practicable before delivery of the Issued Property, shall notify the Contractor of the value of the Issued Property. 11. The Contractor shall not be liable in respect of: a. defects or deficiencies notified to the Authority in accordance with Clause 3 of this Condition or latent defects which the Contractor can show could not reasonably have been discovered by means of the activities described at Clause 3 of this Condition; b. fair wear and tear in Issued Property resulting from its normal and proper use in the execution of the Contract (except insofar as the deterioration is contributed to by any misuse, lack of care or want of maintenance by the Contractor); c. Issued Property rendered unserviceable as a direct result of ordinary performance of the Contract; d. any loss or damage to Issued Property arising from: (1) aircraft or other aerial devices or objects dropped from them, including pressure waves caused by aircraft or such devices whether travelling at sonic or supersonic speeds; (2) ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel; (3) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof; (4) riot, civil commotion, civil war, rebellion, revolution, insurrection, military or usurped power or acts of the King's enemies. DEFCON 611 - Issued Property DEFCON 611 Page 3 of 3 Accounting and Return of Issued Property 12. The Contractor shall: a. open and maintain a Public Store Account (PSA) in accordance with DEF STAN 05-099; b. ensure that all property of the Authority recorded in the PSA, including but not limited to Issued Property, is available for inspection by the Authority at any reasonable time; c. on being given two month's notice or such other period as has been stated in the Contract permit, and co-operate with, the Authority to conduct audits of the property of the Authority recorded in the PSA in a manner to be determined by the Authority; where the Authority has reasonable grounds to believe that the property of the Authority has not been used in accordance with the terms of issue then these audits may be conducted without notice. 13. Once title in Special Jigs, Tools etc has passed to the Authority in accordance with Clause 6 of DEFCON 23 the Contractor shall record that equipment in the PSA in accordance with DEF STAN 05-099. 14. At Contract completion the Contractor shall forward a list of Issued Property still held to the Authority's Commercial Officer named in the Contract. Return or disposal of such Issued Property will be as specified in the Contract, or as instructed by the Authority at Contract completion. If no disposal instructions are specified

in the Contract the Authority shall provide such instructions within two months of the Contractor's written request to do so.

Material Transfer Agreement for the Supply of Human Tissue Materials

a) British Army (“the Provider Institution”)

and

b) Centre for Cardiovascular Science, University of Edinburgh (“the Recipient Institution”)

This Agreement records the terms under which the Provider Institution will make available to the Recipient Institution the Material identified in Appendix 2 (the “Material”). The term “Material” means material, other than human gametes or embryos, which consists of, or includes human cells and which is considered “Relevant Material” for the purposes of the Human Tissue Act 2004 together with related data. The Recipient Institution will hold the Material on the terms of this Agreement and solely for the purpose of the research to be undertaken using the Material (“the Study”) and as described in Appendix 1. The Recipient Institution hereby agrees to comply and procure that all personnel who work with the Material comply with the following terms and conditions:

1. The Recipient Institution will not use the Material for administration to human subjects or human application as that term is defined in the Human Tissue (Quality and Safety for Human Application) Regulations 2007 (or equivalent as each may be replaced or amended from time to time), or for clinical or diagnostic purposes.
2. The Recipient Institution may use the Material for the purposes of the Study and as described in Appendix 1, from the date of receipt of the Material. The Recipient Institution will comply fully with all applicable environmental, health and safety laws,

the Human Tissue Act 2004 and other Applicable Laws with respect to its use (including, but not limited to, disposal or return).

3. The Provider Institution shall use a courier and will bear the cost of carriage and any necessary insurance. Risk in and responsibility for the Material as set out in Appendix 2 shall pass to the Recipient Institution once it is received by the Recipient Institution.

4. The Recipient Institution understands that the Material may have hazardous properties, contain infectious agents or pose other health and safety risks. Subject to clause 7, the Provider Institution makes no representations and gives no warranties either express or implied in relation to it: for example (without limitation), no warranties are given about quality or fitness for a particular purpose, or freedom from infection. The Provider Institution will not be liable for any use made of the Material by the Recipient Institution. The Recipient Institution will use the Material in accordance with good laboratory practice standards, all due skill and care and with dignity, sensitivity and respect. The Recipient Institution will comply with all Applicable Laws, approvals, rules, codes of practice and regulations governing the transportation, storage, use and disposal of the Material. The Recipient Institution warrants that it will only use, or permit the use of the Material in work that has ethical approval, as stated in Appendix 1.

5. Except to the extent prohibited by Law and subject to clause 9, the Recipient Institution assumes all liability for damages which may arise from its receipt, use, storage or disposal of the Material. The Provider Institution will not be liable to the Recipient Institution for any loss, claim or demand made by the Recipient Institution, or made against the Recipient Institution by any other party, due to or arising from its use, storage or disposal of the Material by the Recipient Institution, except to the extent the law otherwise requires.

6. The Recipient Institution agrees to obtain the written consent of the Provider Institution if there is any material change to the proposed use of the Material in the Study as described in Appendix 1.

7. The Provider Institution warrants that where required by Applicable Laws the Material has been obtained from humans with the appropriate consent as required by the Human Tissue Act 2004 and with ethical approval and the Provider Institution shall be liable for any claims arising due to the breach of this warranty. The Provider Institution hereby grants to the Recipient Institution a non-exclusive research licence to use the Material for the Study only. The Provider Institution further warrants that it has not provided any information (and does not intend to provide any information) which has led or may lead to the Recipient Institution being able to identify the person from whom the relevant material came.

8. The Recipient Institution undertakes to store the Material in accordance with all Applicable Laws and not to attempt to identify or contact the donor of the Material or to compromise or otherwise infringe the confidentiality of information on the donors and their right to privacy.

9. Nothing included in this Agreement shall prevent the Provider Institution from being able to distribute the Material to other entities as described in Appendix 1. If, as per the details included in Appendix 1, the Material is to be transferred to another institution for the purposes of the Study, the responsibility for compliance with the terms of this Agreement rests with the Recipient Institution.

10. The Provider Institution has the right to terminate this agreement forthwith at any time by means of written notice to Recipient Institution if the ethical approval is withdrawn or if the Recipient Institution is in breach of this Agreement. In the case of any termination, the Recipient Institution shall immediately discontinue all use of the Material and, at the Provider Institution's discretion, promptly return or destroy (at the Recipient Institution's own cost) all unused Material and provide written confirmation

that this has been completed. If requested, the Recipient Institution must certify that it has complied in full with any such requirement of the Provider Institution. Should an individual donor or their next of kin rescind their consent, the Provider Institution will require and the Recipient Institution agrees to discontinue using the appropriately identified sample and return or destroy it in accordance with the Provider Institution's instructions.

APPENDIX 1: Study description and details of Materials

1. STUDY DESCRIPTION: EMPOWER
2. DETAILS OF MATERIALS REQUESTED (type of material, quantity, numbers of material): Urine samples for the EMPOWER study. (6847 samples of urine in 129 boxes)
3. HTA LICENCE / ETHICS APPROVAL: This Study has been given a favourable opinion by an ethics committee which, within the UK, is recognised under the Human Tissue Act 2004. Please provide the reference of the opinion and name of the committee: 2063/MODREC/21

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DEFFORM 539A: TENDERER’S SENSITIVE INFORMATION

This list shall be agreed in consultation with the Authority and the Contractor and may be reviewed and amended by agreement. The Authority shall review the list before the publication of any information.

ITT Ref No: 711086451
Description of Tenderer’s Sensitive Information: N/A
Cross Reference(s) to location of Sensitive Information in Tender: N/A
Explanation of Sensitivity: N/A
Details of potential harm resulting from disclosure: N/A
Period of Confidence (if applicable): N/A
Contact Details for Transparency / Freedom of Information matters: Name: [REDACTED] Position: Consultancy Manager Address: Edinburgh Innovations The University of Edinburgh Murchison House, King's Buildings 10 Max Born Crescent Edinburgh EH9 3BF Telephone Number: [REDACTED] Email Address: [REDACTED]

DEFFORM 711 – NOTIFICATION OF INTELLECTUAL PROPERTY RIGHTS (IPR) RESTRICTIONS

DEFFORM 711 - PART A – Notification of IPR Restrictions

1. <u>ITT / Contract Number</u>				
2. <u>ID #</u>	3. <u>Unique Technical Data Reference Number / Label</u>	4. <u>Unique Article(s) Identification Number / Label</u>	5. <u>Statement Describing IPR Restriction</u>	6. <u>Ownership of the Intellectual Property Rights</u>
1	N/A	N/A	N/A	N/A
2	N/A	N/A	N/A	N/A
3	N/A	N/A	N/A	N/A
4	N/A	N/A	N/A	N/A
5	N/A	N/A	N/A	N/A
6	N/A	N/A	N/A	N/A
7	N/A	N/A	N/A	N/A
8				
9				
10				

Please continue on additional sheets where necessary.

DEFFORM 711 - PART B – System / Product Breakdown Structure (PBS)

The Contractor should insert their PBS here. For Software, please provide a Modular Breakdown Structure.

N/A

Completion Notes

Part A

If any information / technical data that is deliverable or delivered under the relevant Contract conditions is, or may be, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority’s ability to use or disclose the information / technical data in accordance with the conditions of any resulting Contract, then the Contractor must identify this restricted information / technical data in this Part A. Otherwise, the Authority shall treat such information in accordance with the same rights under the Contract it would enjoy should no restrictions exist.

For example, any of the following must be disclosed:

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- a) any restriction on the provision of information / technical data to the Authority; any restriction on disclosure or the use of information by, or on behalf of, the Authority; any obligations to make payments in respect of IPR, and any patent or registered design (or application for either) or other IPR (including unregistered design right) owned or controlled by you or a third party;
- b) any allegation made against the Contractor, whether by claim or otherwise, of an infringement of IPR (whether a patent, registered design, unregistered design right, copyright or otherwise) or of a breach of confidence, which relates to the performance of the Contract or subsequent use by or for the Authority of any Contract deliverables;
- c) the nature of any allegation referred to under sub-paragraph (b) above, including any request or obligation to make payments in respect of the IPR of any confidential information and / or;
- d) any action the Contractor needs to take, or the Authority is requested to take, to deal with the consequences of any allegation referred to under sub-paragraph (b) above.

Block 1	Enter the associated Invitation to Tender (ITT) or Contract number as appropriate.
Block 2	No action – This sequential numbering is to assist isolation and discussion of any line item
Block 3	Identify a unique reference number for the information / technical data (i.e. a Contractor’s document or file reference number) including any dates and version numbers. Documents may only be grouped and listed as a single entry where they relate to the same Article and where the restrictions and IPR owner are the same.
Block 4	Identify the Article(s) associated with the information / technical data by entering a unique identification number / label for the Article(s). This may range from platform level down to sub-system level. This is to enable the Authority to quickly identify the approximate technical boundary to any user rights limitation (e.g. The RADAR or Defensive Aid Sub-System etc). This identification shall be at the lowest level of replaceability of the Article(s) or part of it to which the restrictions apply (i.e. if the restrictions apply to a sub-system the parent system should not be used to identify the restriction boundary). <u>Any entry without a unique identifier shall be treated as a nil entry.</u> NOTE: The Authority does not accept any IPR restrictions in respect of the physical Articles themselves. Block 4 is solely to provide an applied picture to any technical data stated under Block 3 as having IPR restrictions.
Block 5	This is a freeform narrative field to allow a short explanation justifying why this information / technical data has limited rights applying to it.
Block 6	Identify who is the owner of the IPR in the information / technical data (i.e. copyright, design right etc). If it is a sub-contractor or supplier, please identify this also.

Part B

If neither hardware nor software is proposed to be designed, developed or delivered as part of the Contract, Part B should be marked “NIL RETURN”.

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Otherwise, the Contractor must include a System / Product Breakdown Structure (PBS) in a format which is consistent with ISO 21511 and / or the configuration requirements of DEFSTAN 05-057, unless an alternative format better represents your design configuration. For software, a modular breakdown structure must be provided. For reasons of clarity, it is acceptable to provide several levels of breakdown if this assists in organising the configuration of the Articles.

Details provided under Part B shall not imply any restriction of use over the Contract Articles, nor any restriction on associated technical data to be delivered under the Contract. Any restrictions of such technical data must be identified within Part A.

Against each unique item within the PBS / module breakdown, one of the following categories shall be recorded:

- a) (PVF) - Private Venture Funded - where the article existed prior to the proposed Contract and its design was created through funding otherwise than from His Majesty's Government (HMG).
- b) (PAF) - Previous Authority Funded (inc. HMG Funded) - where the article existed prior to the proposed Contract and its design was created through Previous Authority Funding.
- c) (CAF) - Contract Authority Funded (inc. HMG Funded) - where the article did not exist prior to the Contract and its design will be created through Contract Authority Funding under this Contract.
- d) (DNM) Design Not Mature - where the article / design configuration is not yet fixed.

In combination with one of categories (a) to (d) above, the Contractor shall further identify where an item has, or will have, foreign export control applying to it, through use of the further following category:

- e) (FEX) Foreign Export Controlled

Notes:

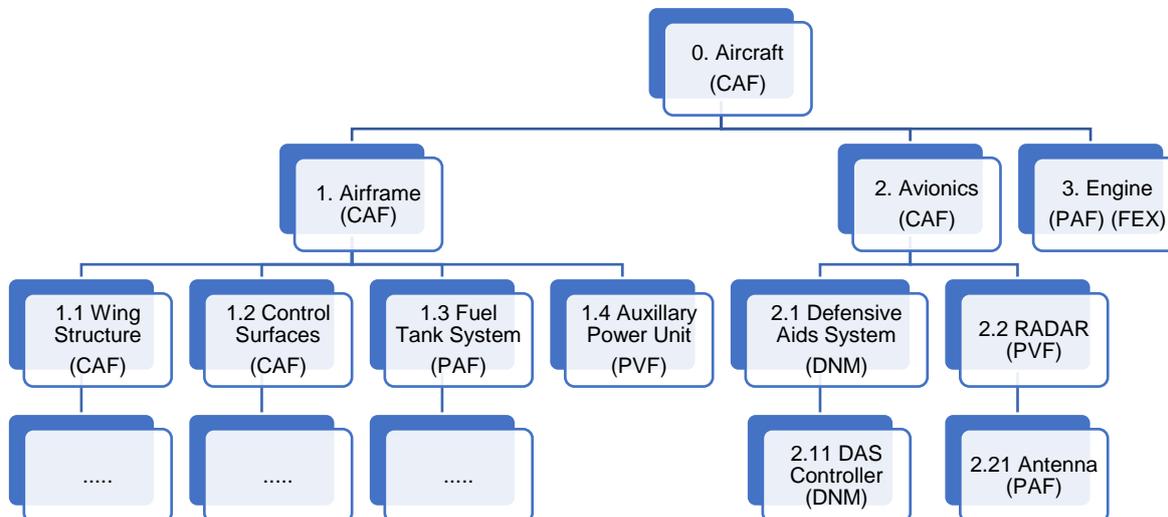
1. During the term of the Contract the Contractor may transition any items identified as category (d) above into category (b) or (c). Transitions from category (d) into category (a) may only be made with the express written agreement of the Authority's Senior Commercial Officer, and by following the amendment process set out in the Contract.
2. It is acceptable to specify the highest level of structure to which the category (a), (b) or (c) applies (i.e. there is no need to specify each sub-system / componentry if the entirety of the parent system was for example, Private Venture Funded). See guidance examples overleaf.
3. For the avoidance of doubt, where a parent system did not exist prior to the Contract yet makes use of Private Venture Funded Articles, it must be identified as (CAF). The Private Venture Funded sub-components / sub-systems can be identified as PVF.
4. Where items are identified as category (b), the Contractor should provide the number(s) of the previous Contract(s) under which the design was created and the Previous Authority Funding was applied.

Example PBS

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A theoretical pictorial example is given below but it is to be noted that the configuration may equally be dealt with in a hierarchal tabularised format.



The diagram above indicates a highly simplified and hypothetical Contract scenario dealing with the procurement of a new air asset.

- i. The proposed new aircraft would be considered Contract Authority Funded (CAF) at its top level.
- ii. Items denoted as Private Venture Funded (PVF) would generally indicate that it and all of its sub-components have been funded by sources other than HMG. In this instance there is no need to proceed down the product breakdown structure any further (see 1.4), except unusually where a generally PVF regarded item has incorporated a Previous Authority Funded (PAF) item (see 2.21).
- iii. The proposed design is making use of a PAF engine.
- iv. This engine has Foreign Export Control (FEX) applying to items within it.
- v. The Defensive Aids System at 2.1 is covered as part of the Contract but the exact configuration and design has not yet been fixed “Design Not Mature” (DNM).
- vi. It is not feasible for a parent PVF system to make use of a CAF item; the parent system configuration would not have existed prior to the Contract.