

SHORT FORM CONTRACT FOR THE SUPPLY OF GOODS AND/OR SERVICES

I. Index

I.	Index	1
II.	Cover Letter.....	3
III.	Order Form	5
IV.	Short form Terms (“Conditions”).....	20
1	Definitions used in the Contract.....	20
2	Understanding the Contract	28
3	How the Contract works.....	29
4	What needs to be delivered	29
5	Pricing and payments	31
6	The Buyer's obligations to the Supplier	32
7	Record keeping and reporting	32
8	Supplier Staff	33
9	Rights and protection	34
10	Intellectual Property Rights (“IPRs”)	35
11	Ending the contract	37
12	How much you can be held responsible for	39
13	Obedying the Law	39
14	Data Protection and Security	40
15	What you must keep confidential.....	45
16	When you can share information	46
17	Insurance	47
18	Invalid parts of the contract.....	47
19	Other people's rights in the contract	47
20	Circumstances beyond your control	47
21	Relationships created by the contract.....	47
22	Giving up contract rights	48
23	Transferring responsibilities	48
24	Supply Chain.....	48
25	Changing the contract.....	49
26	How to communicate about the contract	50
27	Dealing with claims	50
28	Preventing fraud, bribery and corruption	50
29	Equality, diversity and human rights	51
30	Health and safety	51
31	Environment and sustainability	52
32	Tax	52
33	Conflict of interest	53
34	Reporting a breach of the contract	53
35	Further Assurances.....	53
36	Resolving disputes.....	53
37	Which law applies	53
V.	Annex 1 – Processing Personal Data	54
Part A	Authorised Processing Template.....	54
Part B	Joint Controller Agreement (<i>Optional</i>)	55

Part C	Independent Controllers (<i>Optional</i>).....	56
VI	Annex 2 – Quality Technical Agreement	56

II. Cover Letter



Eramol (UK) Ltd,
Unit 9 North Downs Business Park,
Sevenoaks,
Kent, TN13 2TL

Redacted under section 40, personal information

Date: 25TH March 2025
Your ref: C298887

Dear Redacted under section 40, personal information

Following your tender/proposal for the supply of services set out in the Deliverables below, to The Secretary of State for Health and Social Care, as part of the Crown through the UK Health Security Agency, we are pleased confirm our intention to award this Contract to you.

The attached Order Form, contract Conditions and the Annex 1 set out the terms of the Contract between The Secretary of State for Health and Social Care, as part of the Crown through the UK Health Security Agency and Eramol (UK) Ltd for the provision of the Deliverables set out in the Order Form.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful Delivery of the Deliverables. Please confirm your acceptance of this Contract by signing and returning the Order Form using DocuSign via the Atamis system (under Contract Ref: C298887), by Midday Thursday 27th March 2025. No other form of acknowledgement will be accepted. Please remember to include the reference number(s) above in any future communications relating to this Contract.

We will then arrange for the Order Form to be countersigned which will create a binding contract between us.

Yours faithfully,

Redacted under section 40, personal information

III. Order Form

1. Contract Reference	C298887	
2. Buyer	The Secretary of State for Health and Social Care, acting on behalf of the Crown through the UK Health Security Agency, whose principal office is at 10 South Colonnade, London, E14 5EA. In entering into this Contract, the Buyer is acting as part of the Crown and the Supplier shall be treated as contracting with the Crown as a whole.	
3. Supplier	Eramol (UK) Ltd, Unit 9 North Downs Business Park, Sevenoaks, Kent, TN13 2TL, 8681617.	
4. The Contract	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables.</p> <p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions").</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in the Conditions.</p>	
5. Deliverables	Goods	<p>500 vials of labelled Hantavirus Vaccine under Good Manufacturing Practice conditions.</p> <p>The Buyer will be responsible for the following activities:</p> <ul style="list-style-type: none"> <input type="checkbox"/> shipment of shipment of 500 vials of unlabelled Hantavirus Vaccine to Redacted under section 40, personal information ("Import Delivery Address"), delivery dates and times to be confirmed and accepted in advance as agreed by both Parties. <p>The Goods are to be Delivered in accordance with the following instructions:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Clinical Site Delivery Address: Redacted under section 40, personal information <input type="checkbox"/> Packaging Instructions: Goods to be packaged in accordance with IATA Packing Instruction 650 and shipped under UN3373. Delivery of the Goods to be made on dry ice, with temperature monitoring. Temperature traces to be provided to the Buyer. Buyer will provide the Supplier with Material Safety Data Sheet for the Goods. <input type="checkbox"/> Additional Delivery Instructions: Delivery dates and times to be confirmed and accepted in advance as agreed by both Parties.

	Services	<p>The Supplier will be responsible for completing the following activities;</p> <ul style="list-style-type: none"> <input type="checkbox"/> Receiving goods at Import Delivery Address specified in the 'Deliverables' from a courier specified by the Buyer. Conducting 'Importer of Record' services under time frames specified by the Buyer, accompanied with relevant documents as specified by the Buyer. <input type="checkbox"/> Complete labelling of the unlabelled Hantavirus Vaccine in accordance with the Medicines and Healthcare products Regulatory Agency Good Manufacturing Practice regulation and agreed with the Buyer. <input type="checkbox"/> Qualified Person ("QP") review and batch release of Goods for use in a UK clinical trial. <input type="checkbox"/> Shipment of the Goods, to the Clinical Site Delivery Address as specified in the Deliverables, in such instalments agreed by the Buyer and under such time frames specified by the Buyer, accompanied with relevant documents as specified by the Buyer. Co-ordination of the return of any of the Goods at the end of the Project. <input type="checkbox"/> Ensuring the safe storage of the unlabelled Hantavirus Vaccine and Goods under -80 °C for the entirety of the Contract Term, and any temperature deviations reported to the Buyer (reporting timeline and type of deviations are set out in the Quality Technical Agreement]. For the avoidance of doubt, the Supplier must adhere to storage conditions obligations for each 'Deliverable' and Parties will discuss processes for non-compliance. <input type="checkbox"/> Both Parties should arrange follow up meetings to agree quality assurance obligations and consequences of non-compliance in accordance with the Quality Technical Agreement. <input type="checkbox"/> The Supplier will be subject to an audit by a QP consultant appointed by the Buyer to oversee the Project, and if the outcome concludes the Supplier is unable to meet the Buyer's requirements, the Buyer shall be entitled to terminate the Contract immediately by written notice. <p>The Services are:</p> <ul style="list-style-type: none"> <input type="checkbox"/> To be performed at the Import Delivery Address. <input type="checkbox"/> The Supplier shall deliver the Goods to the Clinical Site Delivery Address and in such quantities and instalments as required by the Buyer agreed by the Parties prior to Delivery.
--	-----------------	--

		<p>Notwithstanding Clause 4.2 and 4.3 of the Contract, the Buyer may, acting reasonably and on at least five (5) Working Days' written notice to the Supplier and without additional cost to the Buyer, amend the following:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Delivery times and dates; and/or <input type="checkbox"/> Delivery instructions, <p>as set out in this Order Form or as otherwise agreed by the Parties.</p>
6. Specification	<p>The specification of the Deliverables is as set below:</p> <p>Importing of unlabelled Hantavirus Vaccine:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Unlabelled Hantavirus Vaccine to be imported from Redacted under section 40, personal information <input type="checkbox"/> Complete Importer of Record function to ensure compliance with customs Law. <input type="checkbox"/> Check unlabelled Hantavirus Vaccine for quantity and condition on receipt and process into controlled inventory. <p>Labelling of Goods:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Agree the composition and design of labels for the Goods with the Buyer and their appointed QP consultant. <input type="checkbox"/> Agree protocol with the Buyer for labelling of Hantavirus Vaccine on dry ice to ensure preservation of Hantavirus Vaccine. <input type="checkbox"/> Perform labelling of Hantavirus Vaccine according to the agreed protocol. <p>Batch Release</p> <ul style="list-style-type: none"> <input type="checkbox"/> Provide QP to QP coordination for continuous responsibility of unlabelled Hantavirus Vaccine/Goods within the supply chain. <input type="checkbox"/> Provide QP review and batch release of the Goods within the United Kingdom, as defined in article 51 of Directive 2001/83/EC and article 55 of Directive 2001/82/EC. <p>Storage of unlabelled Hantavirus Vaccine / Goods</p> <ul style="list-style-type: none"> <input type="checkbox"/> Store unlabelled Hantavirus Vaccine / Goods at a temperature controlled and monitored, access restricted facility for the duration of the Project. <input type="checkbox"/> Ensure unlabelled Hantavirus Vaccine / Goods are maintained at a temperature of -80 °C for the duration of the Project. <input type="checkbox"/> Retain storage and transit temperature records, including calibration of temperature monitors that are traceable to national standards. <input type="checkbox"/> At the end of Project, return any unused Goods to the Buyer as described under Distribution of Goods section below. <p>Distribution of Goods</p>	

	<ul style="list-style-type: none"> <input type="checkbox"/> Package and ship an agreed quantity of Goods from the Supplier's storage facility to the Clinical Site Delivery Address at agreed times. <input type="checkbox"/> Provide packaging materials, dry ice and temperature loggers for each shipment of Goods. <input type="checkbox"/> Ensure each shipment of Goods conforms to relevant IATA shipping names and packing instructions as specified on the Material Safety Data Sheet. <p>Returns Coordination of Goods</p> <ul style="list-style-type: none"> <input type="checkbox"/> Coordinate recall or return of unused Goods from the Clinical Site Delivery Address and other delivery sites as agreed with the Buyer as required, subject to a fee to be paid by the Buyer to be agreed between the Parties. <input type="checkbox"/> Account for Goods provided vs Goods returned and report the results to the Buyer. <p>Quality Assurance</p> <ul style="list-style-type: none"> <input type="checkbox"/> Cooperate with audit requirements from the Buyer or their appointed representatives. <input type="checkbox"/> Have a Quality Management System. <input type="checkbox"/> Report any deviations from any of the agreed specifications to the Buyer as agreed in the Quality Technical Agreement. <p>Project Reporting</p> <ul style="list-style-type: none"> <input type="checkbox"/> To confirm to the Buyer, receipt, or dispatch of any shipments of Goods on the same day as they are received or dispatched. <input type="checkbox"/> To provide monthly updates to the Buyer of any activity on the Project and planned changes that may affect the Goods. <input type="checkbox"/> To inform the Buyer of any unplanned deviations that may have affected the Goods within three (3) Working Days.
7. Start Date	30 th March 2025
8. Expiry Date	31 st March 2026
9. Extension Period	The Buyer may extend the Contract for a period up to six (6) Months by giving no less than ten (10) Working Days' notice in writing to the Supplier prior to the Expiry Date. The Conditions of the Contract shall apply throughout any such Extension Period.
10. Buyer Cause	<p>During the Term, the Buyer will, at the Buyer's cost and expense:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Provide to the Supplier any relevant documentation needed for the Supplier to complete the 'Deliverables'. <input type="checkbox"/> Provide prompt approval/ certification as reasonably possible which are required for the Supplier to complete the 'Deliverables';

	<input type="checkbox"/> Provide the Supplier with a drug label for the relabelling services, which will be provided in English and that the drug label shall be compliant with the relevant Regulatory or Supervisory Body standard procedures.
11. Charges	<p>The Charges for the Deliverables shall be as set out below:</p> <p>Redacted: Section 43(2), commercial interests</p> <input type="checkbox"/> The Supplier will issue an invoice to the Buyer as the Services listed in the table above are completed.
12. Payment	<p>Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier.</p> <p>All invoices must be sent, quoting a valid Purchase Order Number (PO Number) and any other relevant details, to: Redacted under section 40, personal information.</p> <p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name, email, and telephone number) of your Buyer contact (i.e., Buyer Authorised Representative). Non-compliant invoices may be sent back to you, which may lead to a delay in payment.</p> <p>Payments will be made to the bank account notified by the Supplier.</p> <p>If you have a query regarding an outstanding payment, please contact our Accounts Payable team by email to: Redacted under section 40, personal information between 09:00-17:00 Monday to Friday.</p>
13. Data Protection Liability Cap	<p>In accordance with clause 12.6 of the Conditions, the Supplier's total aggregate liability under clause 14.7.5 of the Conditions is no more than the Data Protection Liability Cap, being £71,806.</p>
14. Progress Meetings and Progress Reports	<p>The Supplier shall attend progress meetings with the Buyer every Month as agreed between both Parties.</p>
15. Buyer Authorised Representative(s)	<p>For general liaison your contact will continue to be Redacted under section 40, personal information</p>
16. Supplier Authorised Representative(s)	<p>For general liaison your contact will continue to be Redacted under section 40, personal information</p>

17. Address for notices	<div>Redacted under section 40, personal information</div> <div>Redacted under section 40, personal information</div>										
18. Key Staff	<div>Key Staff Role: Key Staff Name Contact Details:</div> <div>Redacted under section 40, personal information</div>										
19. Procedures and Policies	<p>For the purposes of the Contract:</p> <p>The Buyer's security / data security requirements are: https://www.gov.uk/government/publications/security-policy-framework</p> <p>Data Protection Officer Name: Redacted under section 40, personal information</p> <p>The Buyer's additional sustainability requirements are: https://www.gov.uk/government/publications/environmental-and-sustainability-policy</p>										
20. Special Terms	<p><u>Special Term 1: Definitions</u></p> <p>Insert the following definition into clause 1 of the Conditions (Definitions used in the Contract):</p> <table border="1" data-bbox="427 1211 1503 1948"> <tr> <td data-bbox="427 1211 751 1406">"Authorisation"</td><td data-bbox="751 1211 1503 1406">means a consent, registration, filing, agreement, notarisation, certificate, licence approval, permit, authority, order and/or exemption from, by or with Regulatory or Supervisory Body.</td></tr> <tr> <td data-bbox="427 1406 751 1464">"DHSC"</td><td data-bbox="751 1406 1503 1464">means the Department of Health and Social Care;</td></tr> <tr> <td data-bbox="427 1464 751 1653">"Good Manufacturing Practice"</td><td data-bbox="751 1464 1503 1653">means a system that consists of processes, procedures and documentation which ensures that manufacturing of pharmaceutical products is consistently produced and controlled according to set quality standards;</td></tr> <tr> <td data-bbox="427 1653 751 1760">"Hantavirus Vaccine"</td><td data-bbox="751 1653 1503 1760">means the Modified Vaccinia virus Ankara based Hantavirus vaccine (HantaVacc);</td></tr> <tr> <td data-bbox="427 1760 751 1948">"Importer of Record"</td><td data-bbox="751 1760 1503 1948">means the entity responsible for ensuring imported unlabelled Hantavirus Vaccine complies with applicable Laws, filing appropriate documentation for customs entry and paying import duties and taxes.</td></tr> </table>	"Authorisation"	means a consent, registration, filing, agreement, notarisation, certificate, licence approval, permit, authority, order and/or exemption from, by or with Regulatory or Supervisory Body.	"DHSC"	means the Department of Health and Social Care;	"Good Manufacturing Practice"	means a system that consists of processes, procedures and documentation which ensures that manufacturing of pharmaceutical products is consistently produced and controlled according to set quality standards;	"Hantavirus Vaccine"	means the Modified Vaccinia virus Ankara based Hantavirus vaccine (HantaVacc);	"Importer of Record"	means the entity responsible for ensuring imported unlabelled Hantavirus Vaccine complies with applicable Laws, filing appropriate documentation for customs entry and paying import duties and taxes.
"Authorisation"	means a consent, registration, filing, agreement, notarisation, certificate, licence approval, permit, authority, order and/or exemption from, by or with Regulatory or Supervisory Body.										
"DHSC"	means the Department of Health and Social Care;										
"Good Manufacturing Practice"	means a system that consists of processes, procedures and documentation which ensures that manufacturing of pharmaceutical products is consistently produced and controlled according to set quality standards;										
"Hantavirus Vaccine"	means the Modified Vaccinia virus Ankara based Hantavirus vaccine (HantaVacc);										
"Importer of Record"	means the entity responsible for ensuring imported unlabelled Hantavirus Vaccine complies with applicable Laws, filing appropriate documentation for customs entry and paying import duties and taxes.										

	“Patient Safety Incidents”	means any incident or series of incidents that lead to the harm for one or more patients receiving the Goods after delivery to the Clinical Site Delivery Address.
	“Project”	means the Phase I dose-escalating clinical trial of the Hantavirus Vaccine;
	“Quality Technical Agreement”	means the Quality Technical Agreement as set out in Annex 2;
	“Quality Management System”	means the system that consists of processes, procedures and documentation which ensures quality assurance is achieved under the Contract, as detailed in the Order Form.
	“Regulatory or Supervisory Body”	means any Governmental Authority involved in granting Authorisations.
	“Serious Incident”	means an incident or series of incidents that prevents or threatens to prevent the Buyer’s ability to use the Goods upon delivery to the Clinical Site Delivery Address.
<p><u>Special Term 2: Delivery Instructions</u></p> <p>Where the Supplier is receiving the unlabelled Hantavirus Vaccine at the Import Delivery Address, the Supplier shall be responsible for unloading the unlabelled Hantavirus Vaccine at the Import Delivery Address unless agreed otherwise with the Buyer.</p> <p>The Supplier shall deliver the Goods to the Clinical Site Delivery Address, in accordance with the Buyer’s logistics requirements set out in the ‘Deliverables’. Where the Supplier is delivering to the Clinical Site Delivery Address the Buyer or third party appointed by it shall be responsible for unloading the Goods at the Clinical Site Delivery Address unless agreed otherwise with the Supplier.</p> <p>The Supplier shall provide logistics information to the Buyer on the Buyer’s request, promptly and in any event no later than one (1) Working Day prior to the Delivery date, following the Buyer’s request. The logistics information shall be in a format which shall be notified by the Buyer to the Supplier. The logistics information to be provided may include, but not be limited to, the following:</p> <ul style="list-style-type: none"> a) Stock Keeping Unit (“SKU”) number; b) time of delivery; c) volume of packs being delivered; d) volume of doses being delivered; e) batch numbers of the Goods being delivered. 		
	<p><u>Special Term 3: Labelling</u></p> <p>The Supplier’s obligations under Clauses 4.2 and 4.3 are without prejudice to its obligations in the ‘Deliverables’. The Supplier shall execute labelling services on</p>	

	<p>unlabelled Hantavirus Vaccines, and shall deliver all Goods to the Clinical Site Delivery Address securely packaged with the following details being shown clearly on the shipping carton or other such outer packaging:</p> <ul style="list-style-type: none"> (a) a description of the Goods using brand name and/or generic drug name; (b) the quantity in the package; (c) special directions for storage (if any); (d) expiry date for the Goods in the package; (e) batch number; (f) any other information required by the Regulatory or Supervisory Body to be provided. <p>The labelling and marking of all packages of the Goods and all relevant information accompanying them shall be in English. The Supplier shall discuss and, other than to the extent required by the Regulatory or Supervisory Body, agree with the Buyer any changes to be made to labelling, instructions and patient information relating to the Goods.</p> <p>The labelling and marking of all packages of the Goods should be approved by the Buyer's QP consultant.</p>
	<p><u>Special Term 4: Cold Chain Storage</u></p> <p>To ensure the unlabelled Hantavirus Vaccine and/or the Goods' stability, integrity and effectiveness, the Supplier shall ensure that the unlabelled Hantavirus Vaccine and/or the Goods are maintained in accordance with the manufacturer's stated temperature ranges (as stated in the Specification) for the duration of the Contract Term.</p> <p>The Supplier shall ensure the Goods are delivered to the Clinical Site Delivery Address in appropriate carriers for, and under temperature conditions stated in the Specification.</p> <p>Delivery of each box of Goods shall only be made by the Supplier where the temperature monitoring data confirms that the temperature of the Goods has been maintained within the manufacturer's stated temperature range (as set out in the Specification) ("Unbroken Cold-Chain").</p> <p>The Supplier shall ensure that the specific temperature data confirming the Unbroken Cold-Chain as at the time of Delivery at the Clinical Site Delivery Address has been electronically provided to the Buyer within three (3) Working Days of Delivery to the Clinical Site Delivery Address. The Supplier must notify the Buyer of any temperature deviations, which will result in the Buyer rejecting the Goods in accordance with below Special Term 6.</p>

The Goods will be visually inspected by the Buyer, or a third party appointed by the Buyer at the time of Delivery to the Clinical Site Delivery Address. If the Goods are visibly compliant and Unbroken Cold-Chain has been confirmed, the Goods will be accepted. If the Goods are found to be non-compliant in accordance with this Special Term 4, the Buyer will reject the Goods in accordance with below Special Term 6.

In any event, the Supplier shall gain written approval from the Buyer for any movement of the unlabelled Hantavirus Vaccine and/or the Goods before carrying out its obligations under this Contract. The Supplier shall submit relevant documents confirming Unbroken Cold-Chain as requested by the Buyer, which the Buyer shall promptly, and in any event within 1 Business Day, notify the Supplier of approval (including, but not limited to, temperature excursion checks, labelling protocol on dry ice, etc.). For the avoidance of doubt, if the Supplier carries out its obligations under this Contract without prior approval from the Buyer, this will be treated as non-compliant, and the Buyer shall promptly notify the Supplier and reject the unlabelled Hantavirus Vaccine and/or the Goods in accordance with below Special Term 6.

Special Term 5: Quality and Regulatory Requirements

Goods

- ☐ The Supplier warrants and undertakes that it shall ensure that, the unlabelled Hantavirus Vaccine and/or the Goods are, stored, labelled and/or distributed in accordance with Good Manufacturing Practice and/or good warehousing practice and/or good distribution practice and/or manufacture/importation of licensed medicinal products for human use, as may be defined under any Law, Guidance and/or Good Industry Practice relevant to the unlabelled Hantavirus Vaccine and/or the Goods.
- ☐ It shall ensure that prior to actual delivery to the Buyer, the Goods are stored and/or distributed using reasonable skill and care and in accordance with Good Industry Practice.
- ☐ It shall ensure that all facilities used in the storage, labelling and distribution of the unlabelled Hantavirus Vaccine and/or the Goods are kept in a state and condition necessary to enable the Supplier to comply with its obligations in accordance with this Contract.

Services

The compliance with key regulatory and quality standards and the provision of Services in line with up-to-date guidance is critical to the engagement with the Buyer.

The quality of the testing service and the accuracy of the clinical diagnostic tests undertaken is essential to the service provision being continued to be provided. It

is expected that the Supplier will have in place a highly effective Quality Management System (QMS) which is used to enable the following requirements.

The Supplier must:

- ☐ comply, where applicable, with the registration and regulatory compliance guidance of any relevant Regulatory or Supervisory Body;
- ☐ respond to all applicable requirements and enforcement actions issued from time to time by any relevant Regulatory or Supervisory Body;
- ☐ comply, where applicable, with the standards and recommendations issued from time to time by any relevant Regulatory or Supervisory Body;
- ☐ consider and respond to the recommendations arising from any audit, Serious Incident investigation report, Patient Safety Incident investigation report or other patient safety related review process;
- ☐ comply with the standards and recommendations issued from time to time by any relevant professional body and agreed in writing between the Buyer and the Supplier;
- ☐ comply, where applicable, with the Buyer's regulatory and quality policies and procedures, including but not limited to quality agreements, onboarding/offboarding, change control and monitoring activities;
- ☐ comply, where applicable, with the recommendations from the Buyer;
- ☐ respond to any reports and recommendations made by the Buyer;
- ☐ meet its obligations to report any deviations or that have or may impact the accuracy of the diagnostic tests or the provision of the defined services.

The Supplier must continually review and evaluate the Services, must act on insight derived from those reviews and evaluations, from feedback, complaints, audits, clinical outcome review programmes, Patient Safety Incidents, and from the involvement of the Buyer or third party appointed by the Buyer, and must demonstrate at review meetings the extent to which Service improvements have been made as a result and how these improvements have been communicated to the Buyer.

Further definition will be provided in the Quality Assurance Agreement that will be used to clarify the understanding, between the Supplier and the Buyer, of the key requirements outlined above.

Special Term 6: Inspection, Rejection, Return and Recall

Upon receipt of the unlabelled Hantavirus Vaccine at the Import Delivery Address, the Supplier shall carry out a visual inspection of the unlabelled Hantavirus Vaccine. If the unlabelled Hantavirus Vaccine is visibly compliant and an Unbroken Cold-Chain has been confirmed, the Supplier will accept the unlabelled Hantavirus Vaccine and notify the Buyer immediately. If the unlabelled Hantavirus Vaccine is found to be non-compliant and/or an Unbroken Cold-Chain has not

been confirmed, the Supplier shall immediately notify the Buyer and may, with the Buyer's agreement, reject the unlabelled Hantavirus Vaccine. Where the unlabelled Hantavirus Vaccine is to be rejected, the Buyer shall inform the Supplier whether the unlabelled Hantavirus Vaccine is to be quarantined, destroyed, returned to the manufacturer or sent to an alternative delivery location.

If at any time during the duration of the Contract, the Goods are found to be damaged or, the Goods do not conform to the requirements set forth in this Contract following visual inspection, or notification of Unbroken Cold-Chain, the Buyer shall by written notification reject the Goods, providing written reasons for the rejection.

Upon the rejection of any Goods the Supplier shall at the Buyer's written request:

- Quarantine the Goods for further testing to determine viability. If further testing is not possible, or if further testing determines the Goods unviable, then with the Buyer's Agreement the Goods shall be dispatched and/or destroyed or at the Supplier's expense within Twenty (20) Business Days of issue of written notice from the Buyer rejecting the Goods.
- Supply a credit note for the rejected Goods as agreed by both parties within Twenty (20) Business Days];

If the Supplier requests, and the Buyer accepts that the rejected Goods must be disposed of by the Buyer, the Buyer reserves the right to charge the Supplier for any reasonably incurred costs associated with the disposal of the rejected Goods and the Supplier shall pay any such costs in return for an invoice in such amount. The Buyer shall use reasonable endeavours to agree the disposal cost with the Supplier in advance of such disposal.

If the rejected Goods were rejected upon delivery at the Clinical Site Delivery Address, and after Twenty (20) Business Days the Supplier has not collected the rejected Goods, the Buyer shall dispose of the rejected Goods at the Supplier's risk and reasonable expense.

All rejected unlabelled Hantavirus Vaccine and/or the Goods must be disposed of by the Supplier in accordance with Applicable Laws, Good Distribution Practice and Good Manufacturing Practice. The Supplier shall make all documentation relating to such disposal available to the Buyer upon the Buyer's request.

If the Regulatory or Supervisory Body determines a recall of the unlabelled Hantavirus Vaccine and/or the Goods is required at any time during the Contract, the Parties shall comply with all directions of the Regulatory or Supervisory Body in relation to the recall following the Supplier's standard operating procedures, and keep the other Party informed of the same.

Special Term 7:

Clause 4.2.3 of the Conditions is deleted and replaced with the following:

The Parties acknowledge that whilst the unlabelled Hantavirus Vaccine and/or Goods are intended to remain in the ownership of the Buyer at all times, the Supplier's management, storage, transportation and handling of the unlabelled Hantavirus Vaccine and/or Goods in accordance with the terms of this Contract is at all times at the sole risk and responsibility of the Supplier.

Special Term 8:

The following new clauses are inserted into clause 4.3 (Services clauses) of the Conditions:

4.3.10 If requested to do so by the Buyer, the Supplier shall facilitate visits by, and provide reports, statistics, photographs and case studies to the DHSC to assist in the DHSC in its promotional and fundraising activities relating to the Project;

4.3.11 The Supplier is responsible for ensuring the unlabelled Hantavirus Vaccine and/or Goods are kept safe and secure and shall be liable for the costs of replacing lost or damaged unlabelled Hantavirus Vaccine and/or Goods including in the event that such loss or damage occurs whilst at the Import Delivery Address.

Special Term 9:

Clause 7.2 of the Conditions is deleted and replaced with the following:

The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for 5 years after the date of expiry or termination of the Contract and in accordance with the UK GDPR or the UK GDPR as the context requires.

Special Term 10:

A new clause is inserted into clause 7 of the Conditions (Record keeping and reporting):

7.10 Upon request, the Supplier will promptly give full co-operation and such information as the Buyer needs to comply with any request from the DHSC in relation to the Project.

Special Term 11:

Clause 8.1.1 is deleted and replaced with the following:

be appropriately trained, qualified, experienced and supervised;

Special Term 12:

The following new clauses are inserted after clause 8.7:

8.8 The Supplier must ensure that the Supplier Staff involved in the performance of the Contract are properly registered with the applicable professional registration body and have not been disqualified from practice or disbarred.

- 8.9 Upon written request by the Buyer, the Supplier must promptly provide evidence of its compliance with clause 8.8.
- 8.10 The Supplier must notify the Buyer immediately if any Supplier Staff involved in the performance of the Contract:
- (a) no longer meets the requirements of clause 8.8;
 - (b) is subject to any formal adverse finding, in relation to their practice in any jurisdiction;
 - (c) receives any communication from a Regulatory or Supervisory Body indicating that the unlabelled Hantavirus Vaccine and/or Goods do not comply with applicable Law or lack any necessary Authorisation.

Special Term 13:

A new clause is inserted into clause 15 of the Conditions (What you must keep confidential):

15.8 The obligations of confidentiality in this clause 15 (What you must keep confidential) will continue in force for a period of 5 years from the expiry or termination of this Contract.

Special Term 14:

The Supplier must:

- (a) follow all relevant safeguarding legislation, and in particular, child protection legislation, to prevent sexual exploitation, abuse or harm from occurring; and
- (b) have appropriate policies and processes in place in order to foster safeguarding.

The Supplier shall promptly inform the Buyer through written notice of:

- (a) any allegation credible to warrant an investigation of sexual exploitation, abuse and harassment related to the Contract; and
- (b) any allegation credible to warrant an investigation of sexual exploitation, abuse and harassment that is not directly related to the Contract but would be of significant impact to the parties' relationship.

Any such notice will indicate: the Contract title, nature of the alleged misconduct, date of alleged misconduct, date of first report to the Buyer, location, involvement of the Supplier, state of affairs concerning the investigation and the action that will be taken by the Supplier, and whether the case is referred to law enforcement.

The Supplier will provide updates on the status of the case.

Special Term 15:

A new clause is inserted into clause 25 of the Conditions (Changing the contract):

25.2 Any changes to the Quality Technical Agreement identified by either Party may be implemented by written agreement provided that any such change does not:

- 25.2.1 have an impact on the business of the Buyer;
- 25.2.5 require a variation to this Contract;
- 25.2.3 have a direct impact on the Goods and/or Services; or
- 25.3.4 involve the Buyer having to pay any additional Charges or other costs.

If either Party is in doubt about whether a change to the Quality Technical Agreement amounts to a variation to the Contract, then it must be processed in accordance with clause 25.1.

Special Term 16:

Clause 11.3 is deleted and replaced with the following:

Not Used

Special Term 17:

The following new clause is inserted into clause 11.4.1 (When the Buyer can end the Contract) of the Conditions:

11.4.1.7 the Buyer receives a termination notice from the DHSC which results in the withdrawal of funding for the Project.

Special Term 18:

The following new clause is inserted into clause 11.4 (When the Buyer can end the Contract) of the Conditions:

11.4.3 The Buyer may terminate the Contract if agreed by the Supplier at any time with immediate effect. If the Contract is terminated by the Buyer, clause 11.6.2 applies.

11.4.4 In the event that the Buyer receives a termination notice from the DHSC which results in the termination of the Project, the Buyer has the right to terminate the Contract by giving the Supplier not less than 2 months' written notice and clause 11.6.2 applies.

Special Term 19:

Clause 11.6.2 is amended to read as follows:

11.6.2 Where the Buyer terminates the Contract in accordance with clause 11.3 or 11.4.3 or the Supplier terminates the Contract under clause 11.6 or 23.4:

Special Term 20:

Clause 11.7.3.2 is amended to read as follows:

11.7.3.2 increase the Charges, except where the right to partial termination is under clause 11.3 or 11.4.3.

21. Incorporated Terms	<p>The following documents are incorporated into the Contract. If there is any conflict, the following order of precedence applies:</p> <ul style="list-style-type: none">(a) The cover letter from the Buyer to the Supplier dated 25th March 2025(b) This Order Form(c) Any Special Terms (see row 20 (Special Terms) in this Order Form)(d) Conditions(e) The following Annexes in equal order of precedence:<ul style="list-style-type: none">i. Annex 1 – Processing Personal Dataii. Annex 2 – Quality Technical Agreement
-------------------------------	--

Signed for and on behalf of the Supplier	Signed for and on behalf of the Buyer acting on behalf of the Crown
Name:	Name:

IV. Short form Terms (“Conditions”)

1 DEFINITIONS USED IN THE CONTRACT

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

“Affiliates”	in relation to a body corporate, any other entity which directly or indirectly Controls (in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and “ Controlled ” shall be construed accordingly), is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
“Audit”	<p>the Buyer’s right to:</p> <ul style="list-style-type: none"> (a) verify the accuracy of the Charges and any other amounts payable by the Buyer under the Contract (including proposed or actual variations to them in accordance with the Contract); (b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Deliverables; (c) verify the Supplier’s and each Subcontractor’s compliance with the applicable Law; (d) identify or investigate actual or suspected breach of clauses 4 to 34 (inclusive), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations; (e) identify or investigate any circumstances which may impact upon the financial stability of the Supplier and/or any Subcontractors or their ability to provide the Deliverables; (f) obtain such information as is necessary to fulfil the Buyer’s obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; (g) review any books of account and the internal contract management accounts kept by the Supplier in connection with the Contract; (h) carry out the Buyer’s internal and statutory audits and to prepare, examine and/or certify the Buyer’s annual and interim reports and accounts;

	(i) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources;
“Beneficiary”	A Party having (or claiming to have) the benefit of an indemnity under this Contract;
“Buyer Cause”	has the meaning given to it in the Order Form;
“Buyer”	the person named as Buyer in the Order Form. Where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole;
“Charges”	the charges for the Deliverables as specified in the Order Form;
“Claim”	any claim which it appears that the Buyer is, or may become, entitled to indemnification under this Contract;
“Conditions”	means these short form terms and conditions of contract;
“Confidential Information”	all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which <ul style="list-style-type: none"> (a) is known by the receiving Party to be confidential; (b) is marked as or stated to be confidential; or (c) ought reasonably to be considered by the receiving Party to be confidential;
“Conflict of Interest”	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer;
“Contract”	the contract between the Buyer and the Supplier which is created by the Supplier’s counter signing the Order Form and includes the cover letter (if used), Order Form, these Conditions and the Annexes;
“Controller”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Crown Body”	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), 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;

“Data Loss Event”	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
“Data Protection Impact Assessment”	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation”	<ul style="list-style-type: none"> (a) the UK GDPR, (b) the DPA 2018; (c) all applicable Law about the processing of personal data and privacy and guidance issued by the Information Commissioner and other regulatory authority; and (d) (to the extent that it applies) the EU GDPR (and in the event of conflict, the UK GDPR shall apply);
“Data Protection Liability Cap”	has the meaning given to it in row 13 of the Order Form;
“Data Protection Officer”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Data Subject Access Request”	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“Data Subject”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Deliver”	hand over of the Deliverables to the Buyer at the address and on the date specified in the Order Form, which shall include unloading and stacking and any other specific arrangements agreed in accordance with clause 4.2. “Delivered” and “Delivery” shall be construed accordingly;
“Deliverables”	means the Goods, Services, and/or software to be supplied under the Contract as set out in the Order Form;
“DPA 2018”	the Data Protection Act 2018;
“EU GDPR”	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of

	personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
“Existing IPR”	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
“Expiry Date”	the date for expiry of the Contract as set out in the Order Form;
“FOIA”	the Freedom of Information Act 2000 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, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none"> (a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Party seeking to claim relief in respect of a Force Majeure Event (the “Affected Party”) which prevent or materially delay the Affected Party from performing its obligations under the Contract; (b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; (c) acts of a Crown Body, local government or regulatory bodies; (d) fire, flood or any disaster; or (e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available <p>but excluding:</p> <ul style="list-style-type: none"> (a) 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; (b) 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 (c) any failure of delay caused by a lack of funds, <p>and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;</p>
“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;
“Goods”	the goods to be supplied by the Supplier to the Buyer under the Contract;
“Government Data”	<p>(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's confidential information, and which:</p> <p>(i) are supplied to the Supplier by or on behalf of the Buyer; or</p> <p>(ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or</p> <p>(b) any Personal Data for which the Buyer is the Controller;</p>
“Indemnifier”	a Party from whom an indemnity is sought under this Contract;
“Independent Controller”	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
“Information Commissioner”	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
“Insolvency Event”	<p>in respect of a person:</p> <p>(a) if that person is insolvent;</p> <p>(b) where that person is a company, LLP or a partnership, if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction);</p> <p>(c) if an administrator or administrative receiver is appointed in respect of the whole or any part of the person's assets or business;</p> <p>(d) if the person makes any composition with its creditors; or</p> <p>(e) takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction;</p>
“IP Completion Day”	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;
“Joint Controller Agreement”	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Part B Joint Controller Agreement of Annex 1 – Processing Personal Data;

“Joint Controllers”	Where two or more Controllers jointly determine the purposes and means of processing;
“Key Staff”	any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier;
“Law”	any law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
“Material Breach”	a single serious breach or a number of breaches or repeated breaches (whether of the same or different obligations and regardless of whether such breaches are remedied)
“National Insurance”	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
“New IPR Items”	means a deliverable, document, product or other item within which New IPR subsists;
“New IPR”	all and intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
“Open Licence”	means any material that is published for use, with rights to access and modify, by any person for free, under a generally recognised open licence including Open Government Licence as set out at http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/ as updated from time to time and the Open Standards Principles documented at https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles as updated from time to time;
“Order Form”	the order form signed by the Buyer and the Supplier printed above these Conditions;
“Party”	the Supplier or the Buyer (as appropriate) and “Parties” shall mean both of them;

“Personal Data Breach”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires and includes any breach of Data Protection Legislation relevant to Personal Data processed pursuant to the Contract;
“Personal Data”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Prescribed Person”	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in ‘Whistleblowing: list of prescribed people and bodies’, 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies as updated from time to time;
“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 the Contract;
“Processor”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Protective Measures”	technical and organisational measures which must take account of: (a) the nature of the data to be protected; (b) harm that might result from Data Loss Event; (c) state of technological development; (d) the cost of implementing any measures; including pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
“Purchase Order Number” or “PO Number”	the Buyer’s unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the Contract;
“Rectification Plan”	the Supplier’s plan (or revised plan) to rectify its Material Breach which shall include: (a) full details of the Material Breach that has occurred, including a root cause analysis; (b) the actual or anticipated effect of the Material Breach; and

	(c) the steps which the Supplier proposes to take to rectify the Material Breach (if applicable) and to prevent such Material Breach from recurring, including timescales for such steps and for the rectification of the Material Breach (where applicable);
“Regulations”	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
“Request For Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	the services to be supplied by the Supplier to the Buyer under the Contract;
“Specification”	the specification for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the Order Form;
“Staff Vetting Procedures”	vetting procedures that accord with Good Industry Practice or, where applicable, the Buyer’s procedures or policies for the vetting of personnel as specified in the Order Form or provided to the Supplier in writing following agreement to the same by the Supplier from time to time;
“Start Date”	the start date of the Contract set out in the Order Form;
“Sub-Contract”	any contract or agreement (or proposed contract or agreement), other than the Contract, pursuant to which a third party engaged by the Supplier: <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 (c) 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 the Processor related to the Contract;
“Supplier Staff”	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor of the Supplier engaged in the performance of the Supplier’s obligations under the Contract;
“Supplier”	the person named as Supplier in the Order Form;

“Term”	the period from the Start Date to the Expiry Date as such period may be extended in accordance with clause 11.2 or terminated in accordance with the Contract;
“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;
“Transparency Information”	<p>In relation to Contracts with a value above the relevant threshold set out in Part 2 of the Regulations only, the content of the Contract, including any changes to this Contract agreed from time to time, as well as any information relating to the Deliverables and performance pursuant to the Contract required to be published by the Buyer to comply with its transparency obligations, including those set out in Public Procurement Policy Note 09/21 (update to legal and policy requirements to publish procurement information on Contracts Finder) (https://www.gov.uk/government/publications/ppn-0921-requirements-to-publish-on-contracts-finder) as updated from time to time and Public Procurement Policy Note 01/17 (update to transparency principles) where applicable (https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles) as updated from time to time except for:</p> <p>(a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and</p> <p>(b) Confidential Information;</p>
“UK GDPR”	has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4);
“VAT”	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
“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) as updated from time to time applies in respect of the Deliverables; and
“Working Day”	a day (other than a Saturday or Sunday) on which banks in general are open for business in the City of London.

2 UNDERSTANDING THE CONTRACT

2.1 In the Contract, unless the context otherwise requires:

2.1.1 references to numbered clauses are references to the relevant clause in these Conditions;

- 2.1.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 2.1.3 references to “writing” include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
- 2.1.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated, replaced or re-enacted from time to time (including as a consequence of the Retained EU Law (Revocation and Reform) Act) and to any legislation or byelaw made under that Law;
- 2.1.5 the word “including”, “for example” and similar words shall be understood as if they were immediately followed by the words “without limitation”;
- 2.1.6 any reference which, immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to section 1A of the European Union (Withdrawal) Act 2018), is a reference to (as it has effect from time to time) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement (“**EU References**”) which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time.

3 HOW THE CONTRACT WORKS

- 3.1 The Order Form is an offer by the Buyer to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.
- 3.2 The Supplier is deemed to accept the offer in the Order Form when the Buyer receives a copy of the Order Form signed by the Supplier.
- 3.3 The Supplier warrants and represents that its tender (if any) and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

4 WHAT NEEDS TO BE DELIVERED

4.1 All Deliverables

- 4.1.1 The Supplier must provide Deliverables:
 - 4.1.1.1 in accordance with the Specification and the Contract;
 - 4.1.1.2 using reasonable skill and care;
 - 4.1.1.3 using Good Industry Practice;
 - 4.1.1.4 using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract;

4.1.1.5 on the dates agreed; and

4.1.1.6 that comply with all Law.

4.1.2 The Supplier must provide Deliverables with a warranty of 90 days (or longer where the Supplier offers a longer warranty period to its buyers) from Delivery against all obvious defects.

4.2 Goods clauses

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

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

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

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

4.2.5 The Supplier must Deliver the Goods on the date and to the location specified in the Order Form, during the Buyer's working hours (unless otherwise specified in the Order Form).

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

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

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

4.2.9 The Supplier will notify the Buyer of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Buyer against the costs arising as a result of any such request.

4.2.10 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 endeavours to minimise these costs.

4.2.11 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.

4.2.12 The Buyer will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify the Buyer from any losses, charges, costs or expenses which arise directly as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or any of its Subcontractors or Supplier Staff.

4.3 Services clauses

4.3.1 Late Delivery of the Services will be a default of the Contract.

4.3.2 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 including the security requirements (where any such requirements have been provided).

4.3.3 The Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services.

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

4.3.5 The Supplier must allocate sufficient resources and appropriate expertise to the Contract.

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

4.3.7 On completion of the Services, the Supplier is responsible for leaving the Buyer's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer's premises or property, other than fair wear and tear.

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

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

5 PRICING AND PAYMENTS

5.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the charges in the Order Form.

5.2 All Charges:

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

5.2.2 include all costs and expenses connected with the supply of Deliverables.

- 5.3 The Buyer must pay the Supplier the charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the invoice or in the Order Form.
- 5.4 A Supplier invoice is only valid if it:
- 5.4.1 includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer; and
 - 5.4.2 includes a detailed breakdown of Deliverables which have been delivered.
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 36.
- 5.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer if notice and reasons are provided.
- 5.7 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Buyer can publish the details of the late payment or non-payment.

6 THE BUYER'S OBLIGATIONS TO THE SUPPLIER

- 6.1 If Supplier fails to comply with the Contract as a result of a Buyer Cause:
- 6.1.1 the Buyer cannot terminate the Contract under clause 11;
 - 6.1.2 the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;
 - 6.1.3 the Supplier is entitled to additional time needed to deliver the Deliverables; and
 - 6.1.4 the Supplier cannot suspend the ongoing supply of Deliverables.
- 6.2 Clause 16.1 only applies if the Supplier:
- 6.2.1 gives notice to the Buyer within 10 Working Days of becoming aware;
 - 6.2.2 demonstrates that the failure only happened because of the Buyer Cause; and
 - 6.2.3 mitigated the impact of the Buyer Cause.

7 RECORD KEEPING AND REPORTING

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

- 7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for 5 years after the date of expiry or termination of the Contract and in accordance with the UK GDPR or the EU GDPR as the context requires.
- 7.3 The Supplier must allow any auditor appointed by the Buyer access to its premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the Audit.
- 7.4 The Buyer or an auditor appointed by the Buyer can Audit the Supplier.
- 7.5 During an Audit, the Supplier must provide information to the auditor and reasonable co-operation at their request.
- 7.6 The Buyer will bear the costs of the Audit when an Audit is undertaken unless the Audit identifies a Material Breach by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.
- 7.7 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
- 7.7.1 tell the Buyer and give reasons;
 - 7.7.2 propose corrective action; and
 - 7.7.3 provide a deadline for completing the corrective action.
- 7.8 If the Buyer, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract then the Buyer may:
- 7.8.1 require that the Supplier provide to the Buyer (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract and the Supplier will make changes to such plan as reasonably required by the Buyer and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer on demand; and
 - 7.8.2 if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for Material Breach (or on such date as the Buyer notifies) and the consequences of termination in Clause 11.5.1 shall apply.
- 7.9 If there is a Material Breach, the Supplier must notify the Buyer within 3 Working Days of the Supplier becoming aware of the Material Breach. The Buyer may request that the Supplier provide a Rectification Plan within 10 Working Days of the Buyer's request alongside any additional documentation that the Buyer requires. Once such Rectification Plan is agreed between the Parties (without the Buyer limiting its rights) the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.

8 SUPPLIER STAFF

- 8.1 The Supplier Staff involved in the performance of the Contract must:
- 8.1.1 be appropriately trained and qualified;

- 8.1.2 be vetted in accordance with the Staff Vetting Procedures; and
- 8.1.3 comply with all conduct requirements when on the Buyer's premises.
- 8.2 Where the Buyer decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.
- 8.3 The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.
- 8.4 The Supplier indemnifies the Buyer against all claims brought by any person employed or engaged by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.
- 8.5 The Buyer indemnifies the Supplier against all claims brought by any person employed or engaged by the Buyer caused by an act or omission of the Buyer or any of the Buyer's employees, agents, consultants and contractors.
- 8.6 The Supplier shall use those persons nominated (if any) as Key Staff in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier to provide the Deliverables and shall not remove or replace any of them unless:
 - 8.6.1 requested to do so by the Buyer or the Buyer approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 8.6.2 the person concerned resigns, retires or dies or is on parental or long-term sick leave; or
 - 8.6.3 the person's employment or contractual arrangement with the Supplier or any Subcontractor is terminated for material breach of contract by the employee.
- 8.7 The Supplier shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a disclosure and barring service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.

9 RIGHTS AND PROTECTION

- 9.1 The Supplier warrants and represents that:
 - 9.1.1 it has full capacity and authority to enter into and to perform the Contract;
 - 9.1.2 the Contract is entered into by its authorised representative;
 - 9.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;
 - 9.1.4 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;

- 9.1.5 all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under the Contract and the Buyer to receive the Deliverables;
- 9.1.6 it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
- 9.1.7 it is not impacted by an Insolvency Event.
- 9.2 The warranties and representations in clause 3.3 and clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 9.3 The Supplier indemnifies the Buyer against each of the following:
 - 9.3.1 wilful misconduct of the Supplier, any of its Subcontractor and/or Supplier Staff that impacts the Contract; and
 - 9.3.2 non-payment by the Supplier of any tax or National Insurance.
- 9.4 If the Supplier becomes aware of a representation or warranty made in relation to the Contract that becomes untrue or misleading, it must immediately notify the Buyer.
- 9.5 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier for free.

10 INTELLECTUAL PROPERTY RIGHTS ("IPRS")

- 10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable, sub-licensable worldwide licence to use, copy and adapt the Supplier's Existing IPR to enable the Buyer and its sub-licensees to both:
 - 10.1.1 receive and use the Deliverables; and
 - 10.1.2 use the New IPR.

The termination or expiry of the Contract does not terminate any licence granted under this clause 10.

- 10.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a royalty-free, non-exclusive, non-transferable licence to use, copy, and adapt any Existing IPRs and the New IPR which the Supplier reasonably requires for the purpose of fulfilling its obligations during the Term and commercially exploiting the New IPR developed under the Contract. This licence is sub-licensable to a Subcontractor for the purpose of enabling the Supplier to fulfil its obligations under the Contract, and in that case the Subcontractor must enter into a confidentiality undertaking with the Supplier on the same terms as set out in clause 15 (What you must keep confidential).
- 10.3 Unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR and keep this record updated throughout the Term.

10.4 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract, it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

10.5 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in this clause 10 or otherwise agreed in writing.

10.6 If any claim is made against the Buyer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred directly as a result of the IPR Claim.

10.7 If an IPR Claim is made or anticipated, the Supplier must at its own option and expense, either:

10.7.1 obtain for the Buyer the rights in clause 10.1 without infringing any third party intellectual property rights; and

10.7.2 replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.

10.7.3 If the Supplier is not able to resolve the IPR Claim to the Buyer's reasonable satisfaction within a reasonable time, the Buyer may give written notice that it terminates the Contract from the date set out in the notice, or where no date is given in the notice, the date of the notice. On termination, the consequences of termination in clauses 11.5.1 shall apply.

10.8 The Supplier shall not use in the Delivery of the Deliverables any Third Party IPR unless:

10.8.1 the Buyer gives its approval to do so; and

10.8.2 one of the following conditions applies:

10.8.2.1 the owner or an authorised licensor of the relevant Third Party IPR has granted the Buyer a direct licence that provides the Buyer with the rights in clause 10.1; or

10.8.2.2 if the Supplier cannot, after commercially reasonable endeavours, obtain for the Buyer a direct licence to the Third Party IPR as set out in clause 10.8.2.1:

(a) the Supplier provides the Buyer with details of the licence terms it can obtain and the identity of those licensors;

(b) the Buyer agrees to those licence terms; and

(c) the owner or authorised licensor of the Third Party IPR grants a direct licence to the Buyer on those terms; or

10.8.2.3 the Buyer approves in writing, with reference to the acts authorised and the specific intellectual property rights involved.

10.9 In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Buyer and the ordering of any Deliverable under it, does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.

11 ENDING THE CONTRACT

11.1 The Contract takes effect on the Start Date and ends on the earlier of the Expiry Date or termination of the Contract, or earlier if required by Law.

11.2 The Buyer can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.

11.3 Ending the Contract without a reason

11.3.1 The Buyer has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice. If the Contract is , and if it's terminated by the Buyer, clause 11.6.2 applies.

11.4 When the Buyer can end the Contract

11.4.1 If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier and the consequences of termination in Clause 11.5.1 shall apply:

11.4.1.1 there's a Supplier Insolvency Event;

11.4.1.2 the Supplier is in Material Breach of the Contract;

11.4.1.3 there's a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Buyer in writing;

11.4.1.4 the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;

11.4.1.5 the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them; or

11.4.1.6 the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables.

11.4.2 If any of the events in 73(1) (a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate the Contract and clauses 11.5.1.2 to 11.5.1.7 apply.

11.5 What happens if the Contract ends

11.5.1 Where the Buyer terminates the Contract under clause 11.4, 7.8.2, 28.4.2, or Paragraph 8 of Part B Joint Controller Agreement of Annex 1 – Processing Personal Data (if used), all of the following apply:

- 11.5.1.1 the Supplier is responsible for the Buyer's reasonable costs of procuring replacement Deliverables for the rest of the term of the Contract;
- 11.5.1.2 the Buyer's payment obligations under the terminated Contract stop immediately;
- 11.5.1.3 accumulated rights of the Parties are not affected;
- 11.5.1.4 the Supplier must promptly delete or return the Government Data except where required to retain copies by Law;
- 11.5.1.5 the Supplier must promptly return any of the Buyer's property provided under the Contract;
- 11.5.1.6 the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement; and
- 11.5.1.7 the Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry.
- 11.5.2 The following clauses survive the expiry or termination of the Contract: 1, 1.14.2.9, 5, 7.2, 10, 11.5, 12, 14, 15, 16, 18, 19, 32.2.2, 36 and 37 and any clauses which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract and what happens when the contract ends (Buyer and Supplier termination)

- 11.6.1 The Supplier can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.
- 11.6.2 Where the Buyer terminates the Contract in accordance with clause 11.3 or the Supplier terminates the Contract under clause 11.6 or 23.4:
 - 11.6.2.1 the Buyer must promptly pay all outstanding charges incurred by the Supplier;
 - 11.6.2.2 the Buyer must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated; and
 - 11.6.2.3 clauses 11.5.1.2 to 11.5.1.7 apply.
- 11.6.3 The Supplier also has the right to terminate the Contract in accordance with Clauses 20.3 and 23.4.

11.7 Partially ending and suspending the Contract

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

11.7.2 The Buyer can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.

11.7.3 The Parties must agree (in accordance with clause 25) any necessary variation required by clause 11.7, but the Supplier may not either:

11.7.3.1 unreasonably reject the variation; or

11.7.3.2 increase the Charges, except where the right to partial termination is under clause 11.3

11.7.4 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

12 HOW MUCH YOU CAN BE HELD RESPONSIBLE FOR

12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 125% of the Charges paid or payable to the Supplier.

12.2 No Party is liable to the other for:

12.2.1 any indirect losses; and/or

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

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

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

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

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

12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 9.3.2, 10.6, or 32.2.2.

12.5 In spite of clause 12.1, the Buyer does not limit or exclude its liability for any indemnity given under clause 8.5.

12.6 Notwithstanding clause 12.1, but subject to clauses 2 and 12.3, the Supplier's total aggregate liability under clause 14.7.5 shall not exceed the Data Protection Liability Cap.

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

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

13 OBEYING THE LAW

13.1 The Supplier, in connection with provision of the Deliverables:

- 13.1.1 is expected to meet and have its Subcontractors meet the standards set out in the Supplier Code of Conduct:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.pdf) as such Code of Conduct may be updated from time to time, and such other sustainability requirements as set out in the Order Form. The Buyer also expects to meet this Code of Conduct;
- 13.1.2 must comply with the provisions of the Official Secrets Acts 1911 to 1989 and section 182 of the Finance Act 1989;
- 13.1.3 must support the Buyer in fulfilling its Public Sector Equality duty under section 149 of the Equality Act 2010;
- 13.1.4 must comply with the model contract terms contained in (a) to (m) of Annex C of the guidance to [PPN 02/23 \(Tackling Modern Slavery in Government Supply Chains\)](#),¹ as such clauses may be amended or updated from time to time; and
- 13.1.5 meet the applicable Government Buying Standards applicable to Deliverables which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>, as updated from time to time.
- 13.2 The Supplier indemnifies the Buyer against any costs resulting from any default by the Supplier relating to any applicable Law to do with the Contract.
- 13.3 The Supplier must appoint a compliance officer who must be responsible for ensuring that the Supplier complies with Law, clause 13.1 and clauses 27 to 34.

14 DATA PROTECTION AND SECURITY

- 14.1 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.2 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies via secure encrypted method upon reasonable request.
- 14.3 The Supplier must ensure that any Supplier, Subcontractor, or Subprocessor system holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified in the Order Form or otherwise in writing by the Buyer (where any such requirements have been provided).
- 14.4 If at any time the Supplier suspects or has reason to believe that the Government Data is corrupted, lost or sufficiently degraded, then the Supplier must immediately notify the Buyer and suggest remedial action.
- 14.5 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:

¹ <https://www.gov.uk/government/publications/ppn-0223-tackling-modern-slavery-in-government-supply-chains>

14.5.1 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 Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or

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

14.6 The Supplier must pay each Party's reasonable costs of complying with clause 14.5 unless the Buyer is at fault.

14.7 The Supplier:

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

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

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

14.7.4 securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it, other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are Independent Controllers or Joint Controllers; and

14.7.5 indemnifies the Buyer against any and all losses incurred if the Supplier breaches clause 14 or any Data Protection Legislation.

14.8 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 the Contract dictates the status of each party under the DPA 2018. A Party may act as:

14.8.1 "Controller" in respect of the other Party who is "Processor";

14.8.2 "Processor" in respect of the other Party who is "Controller";

14.8.3 "Joint Controller" with the other Party;

14.8.4 "Independent Controller" of the Personal Data where the other Party is also "Controller",

in respect of certain Personal Data under the Contract and shall specify in Part A Authorised Processing Template of Annex 1 – Processing Personal Data which scenario they think shall apply in each situation.

14.9 Where one Party is Controller and the other Party its Processor

14.9.1 Where a Party is a Processor, the only processing that the Processor is authorised to do is listed in Part A Authorised Processing Template of Annex 1 – Processing Personal Data by the Controller and may not be determined by the Processor. The term "processing" and any associated terms are to be read in accordance with Article 4 of the UK GDPR and EU GDPR (as applicable).

14.9.2 The Processor must notify the Controller immediately if it thinks the Controller's instructions breach the Data Protection Legislation.

14.9.3 The Processor must give all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment before starting any processing, which may include, at the discretion of the Controller:

- 14.9.3.1 a systematic description of the expected processing and its purpose;
- 14.9.3.2 the necessity and proportionality of the processing operations;
- 14.9.3.3 the risks to the rights and freedoms of Data Subjects; and
- 14.9.3.4 the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.

14.9.4 The Processor must, in relation to any Personal Data processed under this Contract:

14.9.4.1 process that Personal Data only in accordance with Part A Authorised Processing Template of Annex 1 – Processing Personal Data unless the Processor is required to do otherwise by Law. If lawful to notify the Controller, the Processor must promptly notify the Controller if the Processor is otherwise required to process Personal Data by Law before processing it.

14.9.4.2 put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Controller.

14.9.4.3 Ensure that:

- (a) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Part A Authorised Processing Template of Annex 1 – Processing Personal Data);
- (b) it uses best endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Processor's duties under this clause 14;
 - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (iii) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise allowed by the Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data.
- (c) the Processor must not transfer Personal Data outside of the UK and/or the EEA unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

- (d) the transfer is in accordance with Article 45 of the UK GDPR (or section 74A of DPA 2018) and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or
 - (e) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) and/or the transfer is in accordance with Article 46 of the EU GDPR (where applicable) as determined by the Controller which could include relevant parties entering into:
 - (i) where the transfer is subject to UK GDPR:
 - (A) the International Data Transfer Agreement (the “**IDTA**”), as published by the Information Commissioner's Office from time to time under section 119A(1) of the DPA 2018 as well as any additional measures determined by the Controller;
 - (B) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time (“**EU SCCs**”), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the “**Addendum**”) as published by the Information Commissioner's Office from time to time; and/or
 - (ii) where the transfer is subject to EU GDPR, the EU SCCs, as well as any additional measures determined by the Controller being implemented by the importing party;
 - (f) the Data Subject has enforceable rights and effective legal remedies when transferred;
 - (g) the Processor meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (h) the Processor complies with the Controller's reasonable prior instructions about the processing of the Personal Data.
- 14.9.5 The Processor must 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.
- 14.9.6 The Processor must notify the Controller immediately if it:
- 14.9.6.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 14.9.6.2 receives a request to rectify, block or erase any Personal Data;
 - 14.9.6.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

- 14.9.6.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- 14.9.6.5 receives a request from any third Party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law; and
- 14.9.6.6 becomes aware of a Data Loss Event.
- 14.9.7 Any requirement to notify under clause 14.9.6 includes the provision of further information to the Controller in stages as details become available.
- 14.9.8 The Processor must promptly provide the Controller with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 14.9.6. This includes giving the Controller:
 - 14.9.8.1 full details and copies of the complaint, communication or request;
 - 14.9.8.2 reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
 - 14.9.8.3 any Personal Data it holds in relation to a Data Subject on request;
 - 14.9.8.4 assistance that it requests following any Data Loss Event; and
 - 14.9.8.5 assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office or any other regulatory authority.
- 14.9.9 The Processor must maintain full, accurate records and information to show it complies with this clause 14. This requirement does not apply where the Processor employs fewer than 250 staff, unless either the Controller determines that the processing:
 - 14.9.9.1 is not occasional;
 - 14.9.9.2 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
 - 14.9.9.3 is likely to result in a risk to the rights and freedoms of Data Subjects.
- 14.9.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 14.9.11 Before allowing any Subprocessor to process any Personal Data, the Processor must:
 - 14.9.11.1 notify the Controller in writing of the intended Subprocessor and processing;
 - 14.9.11.2 obtain the written consent of the Controller;
 - 14.9.11.3 enter into a written contract with the Subprocessor so that this clause 14 applies to the Subprocessor; and
 - 14.9.11.4 provide the Controller with any information about the Subprocessor that the Controller reasonably requires.

14.9.12 The Processor remains fully liable for all acts or omissions of any Subprocessor.

14.9.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office or any other regulatory authority.

14.10 Joint Controllers of Personal Data

14.10.1 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 Part B Joint Controller Agreement of Annex 1 – Processing Personal Data.

14.11 Independent Controllers of Personal Data

14.11.1 In the event that the Parties are Independent Controllers in respect of Personal Data under the Contract, the terms set out in Part C Independent Controllers of Annex 1 – Processing Personal Data shall apply to this Contract.

15 WHAT YOU MUST KEEP CONFIDENTIAL

15.1 Each Party must:

15.1.1 keep all Confidential Information it receives confidential and secure;

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

15.1.3 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:

15.2.1 where disclosure is required by applicable Law if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;

15.2.2 if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;

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

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

15.2.5 if the information was independently developed without access to the disclosing Party's Confidential Information;

15.2.6 on a confidential basis, to its auditors or for the purposes of regulatory requirements;

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

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

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

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

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

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

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

15.4.4 where requested by Parliament; and

15.4.5 under clauses 15.7 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, and Information which is exempt from disclosure by clause 16 is not Confidential Information.

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

16 WHEN YOU CAN SHARE INFORMATION

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

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

16.2.1 comply with any Request For Information

16.2.2 if the Contract has a value over the relevant threshold in Part 2 of the Regulations, comply with any of its obligations in relation to publishing Transparency Information.

16.3 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a Request For Information and may talk to the Supplier to help it decide whether to publish information under clause 16. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion.

17 INSURANCE

17.1 The Supplier shall ensure it has adequate insurance cover for this Contract.

18 INVALID PARTS OF THE CONTRACT

18.1 If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable for any reason, such provision or part-provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract. The provisions incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements, or agreements whether written or oral. No other provisions apply.

19 OTHER PEOPLE'S RIGHTS IN THE CONTRACT

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

20 CIRCUMSTANCES BEYOND YOUR CONTROL

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

20.1.1 provides written notice to the other Party; and

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

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

20.3 Either Party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously and the consequences of termination in Clauses 11.5.1.2 to 11.5.1.7 shall apply.

20.4 Where a Party terminates under clause 20.3:

20.4.1 each Party must cover its own losses; and

20.4.2 clauses 11.5.1.2 to 11.5.1.7 apply.

21 RELATIONSHIPS CREATED BY THE CONTRACT

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

22 GIVING UP CONTRACT RIGHTS

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

23 TRANSFERRING RESPONSIBILITIES

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

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

23.3 When the Buyer uses its rights under clause 23.2 the Supplier must enter into a novation agreement in the form that the Buyer specifies provided that such form shall not reduce any right or increase any obligation of the Supplier under the Contract.

23.4 The Supplier can terminate the Contract novated under clause 23.2 to a private sector body that is experiencing an Insolvency Event.

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

24 SUPPLY CHAIN

24.1 The Supplier cannot sub-contract the Contract or any part of it without the Buyer's prior written consent. The Supplier shall provide the Buyer with the name of any Subcontractor the Supplier proposes to engage for the purposes of the Contract. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. If the Buyer does not communicate a decision to the Supplier within 10 Working Days of the request for consent then its consent will be deemed to have been given. The Buyer may reasonably withhold its consent to the appointment of a Subcontractor if it considers that:

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

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

24.1.3 the proposed Subcontractor employs unfit persons.

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

24.2.1 their name;

24.2.2 the scope of their appointment; and

24.2.3 the duration of their appointment.

24.3 The Supplier must exercise due skill and care when it selects and appoints Subcontractors.

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

24.4.1 where such Sub-Contracts are entered into after the Start Date, the Supplier will ensure that they all contain provisions that; or

24.4.2 where such Sub-Contracts are entered into before the Start Date, the Supplier will take all reasonable endeavours to ensure that they all contain provisions that:

24.4.2.1 allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;

24.4.2.2 require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and

24.4.2.3 allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.

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

24.5.1 there is a change of control within the meaning of Section 450 of the Corporation Tax Act 2010 of a Subcontractor which isn't pre-approved by the Buyer in writing;

24.5.2 the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 11.4;

24.5.3 a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer;

24.5.4 the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; and/or

24.5.5 the Buyer has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Regulations.

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

25 CHANGING THE CONTRACT

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

26 HOW TO COMMUNICATE ABOUT THE CONTRACT

- 26.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9am on the first Working Day after sending unless an error message is received.
- 26.2 Notices to the Buyer or Supplier must be sent to their address or email address in the Order Form.
- 26.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

27 DEALING WITH CLAIMS

- 27.1 If a Beneficiary becomes aware of any Claim, then it must notify the Indemnifier as soon as reasonably practical.
- 27.2 At the Indemnifier's cost the Beneficiary must:
- 27.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim;
 - 27.2.2 give the Indemnifier reasonable assistance with the Claim if requested; and
 - 27.2.3 not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
- 27.3 The Beneficiary must:
- 27.3.1 consider and defend the Claim diligently and in a way that does not damage the Beneficiary's reputation; and
 - 27.3.2 not settle or compromise any Claim without the Indemnifier's prior written consent which it must not unreasonably withhold or delay.

28 PREVENTING FRAUD, BRIBERY AND CORRUPTION

- 28.1 The Supplier shall not:
- 28.1.1 commit any criminal offence referred to in 57(1) and 57(2) of the Regulations; or
 - 28.1.2 offer, give, or agree to give anything, to any person (whether working for or engaged by the Buyer or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.

28.2 The Supplier shall take all reasonable endeavours (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with Good Industry Practice, to prevent any matters referred to in clause 28.1 and any fraud by the Supplier Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify the Buyer immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.

28.3 If the Supplier notifies the Buyer as required by clause 28.2, 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.

28.4 If the Supplier or the Supplier Staff engages in conduct prohibited by clause 28.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:

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

28.4.2 immediately terminate the Contract and the consequences of termination in Clause 11.5.1 shall apply.

29 EQUALITY, DIVERSITY AND HUMAN RIGHTS

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

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

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

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

30 HEALTH AND SAFETY

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

30.1.1 all applicable Law regarding health and safety; and

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

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

31 ENVIRONMENT AND SUSTAINABILITY

31.1 In performing its obligations under the Contract, the Supplier shall, to the reasonable satisfaction of the Buyer:

31.1.1 meet, in all material respects, the requirements of all applicable Laws regarding the environment; and

31.1.2 comply with its obligations under the Buyer's current environmental policy, which the Buyer must provide, and make Supplier Staff aware of such policy.

32 TAX

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

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

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

32.2.2 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 Term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

32.3 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 requirements that:

32.3.1 the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 32.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;

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

32.3.3 the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with clause 32.2 or confirms that the Worker is not complying with those requirements; and

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

33 CONFLICT OF INTEREST

- 33.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual, potential or perceived Conflict of Interest.
- 33.2 The Supplier must promptly notify and provide details to the Buyer if an actual, potential or perceived Conflict of Interest happens or is expected to happen.
- 33.3 The Buyer will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such measures do not or will not resolve an actual or potential conflict of interest, the Buyer may terminate the Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest and Clauses 11.5.1.2 to 11.5.1.7 shall apply.

34 REPORTING A BREACH OF THE CONTRACT

- 34.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of Law, clause 13.1, or clauses 27 to 33.
- 34.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 34.1 to the Buyer or a Prescribed Person.

35 FURTHER ASSURANCES

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

36 RESOLVING DISPUTES

- 36.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute by commercial negotiation.
- 36.2 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 36.3.
- 36.3 The Parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction.
- 36.4 The Supplier cannot suspend the performance of the Contract during any dispute.

37 WHICH LAW APPLIES

- 37.1 This Contract and any issues or disputes arising out of, or connected to it, are governed by English law.

V. Annex 1 – Processing Personal Data**Part A Authorised Processing Template**

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

The contact details of the Controller's Data Protection Officer are:

Redacted under section 40, personal information

The contact details of the Processor's Data Protection Officer are: **Redacted under section 40, personal information**

The Processor shall comply with any further written instructions with respect to processing by the Controller.

Any such further instructions shall be incorporated into this Annex.

Description of authorised processing	Details
Identity of Controller and Processor / Independent Controllers / Joint Controllers for each category of Personal Data	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation:</p> <p>(a) the Buyer is the Controller and the Supplier is the Processor in respect of the following:</p> <ul style="list-style-type: none"> any processing of the contact details of employees, agents, consultants and contractors of either party engaged in the performance of obligations under the contract; <p>(b) the Client and the Supplier are independent Controllers for the purposes of the Data Protection Legislation in respect of the following (and in which case the Parties shall comply with their obligations under the Data Protection Legislation):</p> <ul style="list-style-type: none"> .

Subject matter of the processing	<p>The processing under (a) above is needed in order to ensure that the Parties can effectively perform their obligations under the contract.</p> <p>The processing under (b) above is needed to ensure the safe and effective performance of the contract and to inform any relevant internal employment-related processes of the Supplier.</p>
Duration of the processing	For the duration of the contract
Nature and purposes of the processing	The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction of data (whether or not by automated means).
Type of Personal Data being processed	Names, contact details, information held on the client's employment database relating to Data Subjects, including (as relevant) the following special category personal data: health, sexuality, sexual orientation, racial or ethnic origin, political opinions, religious or philosophical beliefs, gender and trade union membership.
Categories of Data Subject	Staff (including agents and temporary workers), consultants, suppliers, contractors and other representatives of the Parties.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	All data to be destroyed after the termination or expiry of the contract, except as required pursuant to law, regulation or Supplier's risk and compliance policies.
Locations at which the Supplier and/or its Subcontractors process Personal Data under this Contract and International transfers and legal gateway	At the Supplier's Site

Part B Joint Controller Agreement

Not Used

Part C Independent Controllers

Not Used

Annex 2- Quality Technical Agreement

Redacted under section 43(2), commercial interests