This document has been redacted under FOIA section 40 and 43.

**Contract including Order Form and Contract Conditions**

**Order Form**

|  |  |
| --- | --- |
| 1. **Contract Reference**
 | K280021489 |
| 1. **Date**
 | 26/11/2021 |
| 1. **Buyer**
 | Driver and Vehicle Standards Agency (DVSA)Berkeley House, Croydon Street, Bristol, BS5 0DA |
| 1. **Supplier**
 | Cirrus Research plcXXXXXNorth YorkshireYO14 0PH  |
| 1. **The Contract**
 | The Supplier shall supply the deliverables described below on the terms set out in this Order Form and the attached contract conditions ("**Conditions**") and any ***Annexes***Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions. In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail. Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Buyer and may delay conclusion of the Contract. |
| 1. **Deliverables**
 | **Services** | The main element of the Contract will be the calibration, maintenance and repair services of the vehicle testing and H&S sound level equipment. These services will be carried out by the Supplier at their premises. The Supplier shall provide all service, repairs and calibration required for all sound level meters/calibrators, providing total cover during the Contract term. All equipment on this Contract, with the exception of vehicle testing Sound Level Meters, will be required to be serviced and checked for calibration annually. Vehicle testing Sound Level Meters shall be calibrated following repairs. The equipment shall be calibrated to a traceable standard. Calibration certificates shall be issued for each successful calibration check and accompany the equipment when returned to DVSA. Certificates must comply with the requirements of ISO17025.Please see Annex 2 for more details. |
| **Goods** | There may be a requirement for ad hoc supply of new sound level equipment throughout the Contract term. Please see Annex 2 for more details. Delivered in accordance with the following instructions:Delivery Address: Various DVSA nominated sitesPackaging Instructions: The Supplier must consider sustainable materials and attempt to reduce waste from packaging utilised to transport sound level equipment throughout this Contract. |
| 1. **Specification**
 | The specification of the Deliverables is as set out in Annex 2  |
| 1. **Term**
 | The Term shall commence on 1st December 2021 and the Expiry Date shall be 30th November 2023The Contract may be extended annually for a further 2 years (2+1+1), unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract. |
| 1. **Charges**
 | The Charges for the Deliverables shall be as set out in Annex 3  |
| 1. **Payment**
 | Suppliers must be in possession of a written purchase order (PO), before commencing any work under this contract. The Purchase Order Number for this contract will be confirmed by the Contract Manager. You must quote the PO number on all invoices, and these must be submitted directly to:ssa.invoice@sharedservicesarvato.co.uk Accounts Payable,  Shared Services arvato,  5 Sandringham Park,  Swansea Vale,  Swansea  SA7 0EATo avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.If you have a query regarding an outstanding payment please contact our Accounts Payable section:ssa.invoice@sharedservicesarvato.co.uk |
| 1. **Buyer Authorised Representative(s)**
 | For general liaison your contact will continue to be XXXXXXX |
| 1. **Address for notices**
 |

|  |  |
| --- | --- |
| **Buyer** | **Supplier:** |
| DVSABerkeley House, Croydon Street, Bristol, BS5 0DA XXXXXXX | Cirrus Research plcXXXXXXX North YorkshireYO14 0PH XXXXXXX |

 |
| 1. **Key Personnel**
 |

|  |  |
| --- | --- |
| **Buyer** | **Supplier:** |
| DVSABerkeley House, Croydon Street, Bristol, BS5 0DA XXXXXXX | Cirrus Research plcXXXXXXX North YorkshireYO14 0PH XXXXXXX |

 |
| 1. **Procedures and Policies**
 | N/A |

Signatures to be captured via Docusign.**Annex 1 – Authorised Processing Template**

|  |  |
| --- | --- |
| **Contract:** |  |
| **K280021489** |
| **Date:** | **October 2021** |
| **Description Of****Authorised Processing** | **Details** |
| Subject matter of the processing | Data will be processed in order for the Supplier to carry out the services of the Contract. Data will be utilised to ensure delivery and collection of DVSA equipment from DVSA staff at DVSA sites.  |
| Duration of the processing | Data will be processes for the duration of the contract, which extends to the initial term and any optional extensions evoked by the Customer (2 years + 1 year + 1 year) |
| Nature and purposes of the processing | The nature and purpose of the processing is to enable users to raise request for Supplier services and potentially place orders for delivery to a DVSA nominated site. Names, DVSA email addresses and DVSA sites will be shared with the Supplier for processing.  |
| Type of Personal Data | Name, DVSA email address, DVSA work address, DVSA mobile number, order details. |
| Categories of Data Subject | Staff (including volunteers, agents, and temporary workers)  |

**Annex 2 – Specification**

# THE REQUIREMENT

## The agency is seeking to award a Contract to a single Supplier for the provision of services covered within this document. The Contract will be subject to the Department for Transport (DfT) Standard Conditions of Contract.

## This Contract will be for a period of 2 years with a possible extension annually for a further 2 years, these will be agreed on a 1+1 basis.

## The Authority are seeking a single Supplier for the following:

### Calibration, service and repair of Cirrus, Pulsar and Casella Equipment, including analysers/readers/meters/calibrators owned by DVSA;

### Ad-Hoc purchase of new sound level equipment.

## The DVSA is involved in the testing of vehicles, within DVSA owned sites and at other rented premises, located throughout the Great Britain mainland. An element of these tests is to measure the noise level emitted by the exhaust system of vehicles. The measurement is to be taken at a specified distance and angular relationship to the tailpipe. There is also a requirement for Health and Safety staff at DVSA to measure noise levels to ensure staff are not being exposed to damaging noise levels.

## A full list of DVSA IVA and MDVA testing sites can be found at Annex A. Please note that the list does not include delivery locations for Health and Safety. These will be confirmed upon Supplier notification that calibration is due. The sites listed may vary during the life of the Contract.

## The DVSA is currently going through an Estates Rationalisation Programme which includes the closure of testing sites. This in turn will reduce the volume of equipment being maintained under this Contract throughout its term. The DVSA Contract Manager will provide updates on site closures to the Supplier throughout the Contract term.

## Bidders must be able to provide calibration, service and repair of all equipment listed below. If you can only provide services for some of the equipment listed below, your bid will not be accepted.

## The Authority require the calibration, service and repair of the following Cirrus, Pulsar and Casella Equipment:

|  |
| --- |
| **IVA TESTING EQUIPMENT** |
| **DESCRIPTION** | **MAKE** | **APPROXIMATE QUANTITY** |
| CR513A CALIBRATOR | Cirrus Research | 16 |
| CR514A CALIBRATOR | Cirrus Research | 6 |
| CR162C SOUND LEVEL METER | Cirrus Research | 2 |
| CR832A SOUND LEVEL METER | Cirrus Research | 1 |
| CR251B SOUND LEVEL METER | Cirrus Research | 19 |
| MODEL 30 / 100B REAL TIME ANALYSER + CALIBRATOR | PULSAR | 1 |
| **HEALTH AND SAFETY TESTING EQUIPMENT** |
| **DESCRIPTION** | **MAKE** | **APPROXIMATE QUANTITY** |
| 2181769 APEX2 PLUS I.S PERSONAL SAMPLING PUMP | CASELLA | 1 |
| 2182055 APEX2 PLUS I.S PERSONAL SAMPLING PUMP | CASELLA | 1 |
| CR:832A SOUND LEVEL METER | Cirrus Research | 2 |
| CR:162C SOUND LEVEL METER | Cirrus Research | 2 |
| CR:100B DOSEBADGES | Cirrus Research | 6 |
| CR:251B SOUND LEVEL METER | Cirrus Research | 2 |
| RC110A DOSEBADGE READER | Cirrus Research | 2 |
| CR:251B CALIBRATOR | Cirrus Research | 2 |

## Exact quantities of equipment to be covered under this Contract are unknown, however the table above provides approximate quantities to be covered. As some sites have closed for IVA testing since the equipment was purchased, there may be some devices that are not being used at present. To give an indication on usage of devices for IVA testing, from January 2021 – October 2021, 17 devices were calibrated. The Authority requires the flexibility under this Contract to increase or decrease the volume of devices being maintained. The Authority also require the flexibility to add other sound level equipment to the Contract throughout its term.

## The Authority will work with the Supplier over the Contract term to improve asset logs for the equipment.

## Sound Level Equipment may be added or removed from the equipment list throughout the Contract term.

## In the main, these meters are used outdoors. The effect of this is that the atmosphere can be damp, windy, dusty and have temperature extremes of -15 and +30°C.

## The Supplier must consider sustainable materials and attempt to reduce waste from packaging utilised to transport sound level equipment throughout this Contract.

## **Calibration, Service and Repair**

## The main element of the Contract will be the calibration, maintenance and repair services of the IVA and H&S sound level equipment. These services will be carried out by the Supplier at their premises to the required industry standard. Bidders should include an all-inclusive fixed price for the service, calibration and repairs for all equipment listed within Attachment 6 – Price Schedule.

## The Supplier shall provide all service, repairs and calibration required for all sound level meters/calibrators, providing total cover during the Contract term.

## All equipment on this Contract, except for IVA Sound Level Meters, will be required to be serviced and checked for calibration annually.

## IVA Sound Level Meters shall be calibrated following repairs.

## Calibration must be carried out to a traceable standard.

## Calibration certificates shall be issued for each successful calibration check and accompany the equipment when returned to DVSA. Certificates must comply with the requirements of ISO17025.

## Most sites only have one device to carry out tests. To minimise downtime should a device break, a working replacement device must be delivered to a site within 24 hours from a fault report.

## The Authority is looking to change the way equipment is sent for calibration under this Contract:

### At present, the equipment that requires calibration is sent from a testing site to the Authority’s Head Office. A small supply of calibrated equipment is held at the Head Office. Once the equipment to be calibrated is received, the Contract Manager sends a calibrated device to the testing site and holds the equipment to be calibrated. Once a small supply of equipment to be calibrated has been collected, the Contract Manager will send them to the Supplier to be calibrated, which are then sent back to the Contract Manager to hold a supply of calibrated equipment.

### Going forward, the Supplier will keep a record of the calibration dates for each site. At least 5 working days prior to the calibration expiry, the Supplier will send a DVSA calibrated device to the site with a return envelope so the equipment to be calibrated can be sent to the Supplier. The Supplier will calibrate the equipment and hold it until another site requires a DVSA calibrated device.

### This change in the process should streamline calibrations and remove additional transportation of the equipment to the Authority’s Head Office.

## The Supplier shall not be responsible for faults or damage to the equipment caused by other than normal use. In cases where misuse is suspected it should be reported to the DVSA Contract Manager. In any case of dispute, the issue will be arbitrated by the DVSA Contract Manager, DVSA Facilities Team manager and a representative of the Supplier.

## In case of repetitive failures, or design faults, the Supplier shall develop and install modifications as necessary.

## **Supply of New Equipment**

## The Contract also extends to the ad-hoc supply of new sound level equipment, specifically sound level meters and calibrators. At the time of writing, it is anticipated that only replacement of “beyond economic repair” meters shall be required under this contract. Where a new device is purchased, it will then be owned by DVSA.

## This is expected to be a small element of the Contract as there will be surplus devices as IVA sites close.

## New equipment must be sent out within 1 working day of the order being placed with the Supplier.

## An example sound level meter that meets the Authority’s specification are the Cirrus CR:251B. Alternative sound level meters may be considered, should they meet the following specification. Should you wish to propose an alternative product within your bid, you must provide a technical data sheet demonstrating how the product meets the specification:

### The replacement sound level meter should meet the following general criteria:

### Portable (Handheld)

### Lightweight (No more than 500g)

### Must be capable of being mounted on a tripod (Preferably ¼ UNC fitting)

### Be supplied with a user manual in English

### In addition, the following specific criteria shall be met:

### Fulfil the requirements of IEC 651 Type 1, including the ability to select “SLOW/FAST” detector averaging times.

### Be a “Precision” Class instrument.

### Include a robust highly sensitive microphone complete with protection grid and filter to prevent the ingress of dust and particles.

### “A” weighting network.

### Have minimum measuring range of 30dB(A) - 130dB(A) in a minimum of 2 Dynamic Bands.

### Have a minimum operating temperature range of -10 to +30°C.

### Must include Sensitivity adjustment (To allow calibration in the field)

### Have a digital display

### The ability to select Automatic/Manual display reset.

### Must be capable of displaying “Maximum RMS” value. (Updated at frequent intervals)

### Must be capable of displaying “Maximum hold” value.

### Must be capable of switching to “j” or “k” above at will

### The display must indicate when the selected sound pressure range is incorrect.

### The display must indicate “Low battery” condition.

### Have a typical “Warm up” time of 4 - 6 Seconds.

### Operate from DC with a minimum battery life >25 Hours

### The following accessories should be available:

### A calibrator (for confirmation of accuracy & minor adjustments in the field)

### Protective hood for the microphone.

### A carrying case

## **Warranty**

## Where a new device is purchased a minimum warranty of one year from the date of delivery of each unit, covering both parts and labour - except instances arising from misuse. The tender should indicate any parts that are deemed consumables or to have a limited warranty.

## As part of the contract the Supplier shall be responsible, within the supply cost, except for anything due to misuse or damage, for any service/repairs or calibrations required within the warranty period.

# KEY MILESTONES AND DELIVERABLES

## The following Contract milestones/deliverables shall apply:

|  |  |  |
| --- | --- | --- |
| **Milestone/****Deliverable** | **Description** | **Timeframe or Delivery Date** |
| 1 | Contract Start Meeting with the Authority | Within 2 working days of Contract Award. |
| 2 | Expected Service Commencement | Contract Start Date |
| 3 | Security Management Plan to be submitted to the Agency (to include details on Security Management Policy) | Within 20 working days of Contract Award |

# MANAGEMENT INFORMATION/REPORTING AND DOCUMENTATION

## The Supplier must provide calibration certificates to the DVSA Contract Manager within 5 working days of the calibration taking place. The certificates must be ISO17025 compliant and must via email.

## The Supplier shall provide a complete MI function, enabling data and trend analysis from corporate level down to the individual.

### The Supplier shall provide monthly and cumulative statistics, narrative and analysis to DVSA, reporting on achievement of the agreed KPIs, by 5th of the month to support monthly invoices.

## The Supplier’s narrative analysis shall cover ordering trends, delivery timescales, quality, and review. The Supplier must obtain records of equipment being maintained. Supplier records must include equipment type, description, and serial numbers.

## The Authority may request ad-hoc reports for internal spend reviews. The Supplier will work with the Authority to prepare these reports.

# VOLUMES

## Approximate volumes have been detailed within Section 4. Please note that quantities are indicative and may vary throughout the Contract term.

## The Authority is currently going through a site closure programme. This will reduce the volume of equipment that is being maintained under this Contract.

# CONTINUOUS IMPROVEMENT

## The Supplier shall continually improve the way in which the required Services are to be delivered throughout the Contract duration.

## The Supplier shall present new ways of working to the Agency during Contract review meetings.

## Changes to the way in which the Services are to be delivered must be brought to the DVSA’s attention and agreed prior to any changes being implemented.

## The Supplier shall work with the Authority to identify any equipment that is requiring frequent maintenance or has ongoing issues that requires to identify whether it is beyond economic repair.

# SUSTAINABILITY AND SOCIAL VALUE

## DVSA have identified the following social value priorities for this procurement.

## **Delivering a Diverse Supply Chain**

## DVSA wants to ensure a diverse base of suppliers and resilient supply chains. We require supplier support to deliver this through activities such as:

## Enabling Accessibility through promotion of supply chain opportunities with SMEs and Social Enterprises. We expect our Suppliers to support and build supply chain diversity through:

### Supply chain processes that enable the participation of Micro, Small to Medium Sized Enterprises (SMEs) and Social Enterprises (SEs).

### Cascading prompt payment throughout Supplier supply chains.

### Growth and Development through provision of advice and support to SMEs and SEs to develop resilient local supply chains, for example:

### Providing funded training opportunities, for example health & safety, marketing, digital skills, and other professional development opportunities.

### Mentoring and B2B learning and networking opportunities.

### Providing facilities/equipment to enable sectors to expand and grow i.e., meeting/training venues.

## **Sub-Contracting to Small and Medium Enterprises (SMEs)**

## Department for Transport is committed to removing barriers to SME participation in its contracts and would like to also actively encourage its larger Suppliers to make their sub-contacts accessible to smaller companies and implement SME-friendly policies in their supply-chains (see DVSAs website for further information).

## To help the DVSA measure the volume of business they do with SMEs, their Form of Tender document asks about the size of the Potential Supplier’s own organisation and those in their supply chain.

## **Fair, Inclusive and Ethical Employment Practices and Skills Development**

## DVSA consider the delivery of high-quality public services to be critically dependent on a workforce that is inclusive, well-motivated, well-led and has appropriate opportunities for training and skills development.

## By law, all organisations with 250 or more employees must publish and report specific figures about their gender pay gap, and we expect Suppliers to progress towards equalising this.

## Additionally, we expect Suppliers and their Supply Chains to support and encourage employment and skills development opportunities through the performance of this Call-Off Contract, with a specific focus on opportunities for priority groups, including (but not limited to):

### People with disabilities.

### Ex-offenders.

### Black, Asian and minority ethnic.

### Long-term unemployed.

### This support may be through various activities such as, for example:

### Apprenticeship and work experience placements.

### Part-time and full-time employment and flexible working opportunities.

### Providing stable employment and hours of work, and avoiding exploitative employment practices including, for example, no inappropriate use of zero-hour contracts or other forms of demand driven contracts.

### Supporting individuals to fulfil their potential with further education, employment, or training e.g., coaching, mentoring, CV, and interview skills.

### Providing funded training and professional development opportunities for existing employees.

### Providing funded training opportunities (for individuals not employed by the Supplier).

### Fair and equal pay policy.

### Offering a range of employee assistance schemes.

### Taxpayers expect that government’s Suppliers will behave ethically and DVSA expect the highest standards of business ethics from Suppliers and their Agents in the supply of goods and services funded by the public purse.

### DVSA expect Suppliers to be explicit about the standards they demand of executives, employees, partners, and subcontractors and to have the governance and audit processes to monitor and enforce these standards.

## **Safe and Secure Supply Chains:** Addressing Modern Slavery and Exploitation in our Supply Chain.

## It is the role of DVSA to ensure the Suppliers with whom we do business understand the risks of modern slavery in supply chains and take appropriate action to identify and address those risks, with particular focus on supporting victims of modern slavery.

### We require the Supplier to comply with the provisions of the Supplier Code of Conduct which can be viewed at Attachment 7.

### We have identified specific risks of slavery in the sector as follows:

### Modern slavery, labour standards abuse (including breaches of health and safety, environmental and tax law) in vehicle valeting, as documented in the House of Commons Environmental Audit Committee Hand car washes Tenth Report of Session 2017–19 Report, together with formal minutes relating to the report Ordered by the House of Commons to be printed 6 November 2018.

### DVSA expect that Suppliers will address these known risks within the supply chain.

### The Supplier shall:

### not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour.

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

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

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

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

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

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

### prepare and deliver to DVSA, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.

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

### not use or allow child or slave labour to be used by its Subcontractors.

### report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to DVSA and the Modern Slavery Helpline. The mechanism for reporting suspicion, seeking help or advice and information about modern slavery is available online at https://www.modernslaveryhelpline.org/report or by telephone on 08000 121 700.

## **Environmental Sustainability**: Promoting Sustainable Production and Consumption and an Improvement in Environmental Quality in Support of the 25 Year Environment Plan.

## The 25 Year Environment Plan sets out what the Government intends to do to improve the environment, within a generation. This is available to view at https://www.gov.uk/government/publications/25-year-environment-plan.

## The Government Buying Standards for Transport set out the product specifications that Public Sector buyers must use.

## This is available to view at https://www.gov.uk/government/publications/sustainable-procurement-the-gbs-for-transport-vehicles/government-buying-standards-for-transport-2017.

## **Ethical Standards of Production**

## Potential Suppliers must ensure that their supply chain has established standards of production and logistics, where:

### Working conditions are safe.

### Good health is promoted.

### Employment is freely chosen.

### Working hours are not excessive.

### Wages meet at least national legal standards.

### Training is provided.

### No discrimination is practised.

### Diversity and good workforce practices are encouraged.

### Child labour is eliminated; and

### No inhumane treatment is allowed.

# PRICE

## Bidders should include an all-inclusive fixed unit price for the service, calibration and repairs for all equipment listed within Attachment 6 – Price Schedule.

## Prices are to be submitted via the Jaggaer e-Sourcing Suite using the Price Schedule excel document from the Invitation to Tender pack. Prices submitted are to be excluding VAT and including all other costs relating to Contract delivery.

# STAFF AND CUSTOMER SERVICE

## The Supplier shall provide a sufficient level of trained resource throughout the duration of the Contract to consistently deliver a quality service.

## The Supplier’s staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

## The Supplier shall ensure that staff understand the agency’s vision and objectives and will provide excellent customer service to the agency throughout the duration of the Contract.

# MANAGEMENT AND CONTRACT ADMINISTRATION

## The DVSA Contract Manager will set in place contract review meetings at a frequency appropriate to the length, value, and complexity of the contract. The Contract Manager will agree with the supplier at the contract implementation meeting what will be reviewed and measured at these meetings, and define the format data should be provided in.

## The contract will be measured against the following KPIs, and the following service credits will apply:

| Service Levels | Service Credit for each Service Period |
| --- | --- |
| Service Level Performance Criterion | Key Indicator | Service Level Performance Measure | Service Level Threshold |
| Accurate and timely billing of Buyer | Accuracy /Timelines | at least 99% at all times | Invoices to be provided in an accurate and timely manner. Each invoice submitted includes, but is not limited to: Account number, supplier order number, customer’s order reference, itemised product information including description, amount ordered, unit and total price (excluding and including VAT), delivery address and contact name. | 0.1% Service Credit gained for each percentage under the specified Service Level Performance MeasureA maximum cap of 5% will apply to this service credit.  |
| Access to Buyer support | Availability | at least 99% at all times | Helpdesk queries answered within 4 working hours –Availability of support during required hours Monday to Friday 8:00 am – 17:00 pm. | 0.1% Service Credit gained for each percentage under the specified Service Level Performance MeasureA maximum cap of 5% will apply to this service credit |
| Calibrated Equipment | Timelines | at least 99% at all times | A DVSA calibrated device must be sent to relevant site at least 5 working days prior to the expiry date of their existing device.  | 0.2% Service Credit gained for each percentage under the specified Service Level Performance MeasureA maximum cap of 5% will apply to this service credit |
| Certificates | Timelines | at least 99% at all times | Calibration Certificates delivered to the DVSA Contract Manager within 5 working days of the calibration taking place.  | 0.1% Service Credit gained for each percentage under the specified Service Level Performance MeasureA maximum cap of 5% will apply to this service credit  |
| Complaints Handling & Issue Escalation | Availability /Timeliness | At least 100% at all times | Acknowledgement of complaint within 24 hours of receipt.Resolution or mitigating action advised within 48 hours of receipt of complaint. | Not Applicable |
| Returns and Refunds | Quality/ Accuracy | At least 100% at all times | Ordered Goods returned, due to failure to conform to quality standards.Returns or refunds due to Supplier picking incorrect goods. | 0.1% Service Credit gained for each percentage under the specified Service Level Performance MeasureA maximum cap of 5% will apply to this service credit |

## The Service Credits shall be calculated based on the following formula:

|  |  |  |
| --- | --- | --- |
| Formula: x% (Service Level Performance Measure) - x% (actual Service Level performance)  | = | x% of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer |

## For the purposes of the contract, a ‘service period’ will be defined as a quarter (3-month period).

## Service credits shall be paid quarterly and calculated from the invoice month of the first day of unavailability.

# SECURITY AND CONFIDENTIALITY REQUIREMENTS

## The Supplier must ensure confidentiality of commercial and sensitive information and prevent theft of DVSA property.

## A Security Management plan must be submitted 20 working days after award of the Contract.

# PAYMENT AND INVOICING

## The Supplier shall submit a single monthly invoice in arrears to the Authority for costs incurred under the Contract within the previous month.

## Payment can only be made following satisfactory completion of all pre-agreed work and/or receipt of goods invoiced.

## Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

## Credit notes should be raised, as necessary.

## Suppliers must email their invoices as PDF to DVSA's Finance Shared Services with a valid Purchase Order (PO) number: ssa.invoice@sharedservicesarvato.co.uk

## Upon receipt, Shared Services completes a 3-way match of the Supplier's invoice as follows:

### Valid purchase order, with PO number.

### Goods receipt confirmation – completed on receipt of goods/services; and

### Correct invoice – matches PO and goods receipt confirmation.

## The Authority is committed to pay invoices as soon as possible and shall pay all sums due to the Supplier within 30 days of receipt of a valid invoice, submitted monthly in arrears.

# CONTRACT MANAGEMENT

## Regular Contract Management meetings will be held during the life of the Contract: monthly, as necessary at the inception of the Contract, but then quarterly as the Contract matures. It is expected that meetings will be held at DVSA’s premises, or elsewhere, by agreement of DVSA. By mutual agreement of the parties’ virtual meetings will be carried out in replacement of face-to-face meetings.

## Contract Management meetings are for both parties to discuss Contract performance against KPIs, any issues arising from delivery of the Contract and to review progress on any developments. The Supplier will meet the cost of its travel to any DVSA premises. DVSA’s Head Office: Berkeley House, Croydon St, Bristol BS5 0DA.

## When necessary, the Supplier must bring to the attention of DVSA any issues arising with the delivery of the Contract, in line with KPIs, and to propose a communication/escalation process/path, which will be agreed by both parties, on award of Contract.

## DVSA will reference and maintain a Contract Management Plan, to ensure that terms of the Contract are delivered.

## Terms of Reference and Agenda for meetings will be agreed between DVSA and the Supplier and, as standard, the agenda will include minutes and actions of the previous meeting, performance against the KPIs and continuous improvements. An Actions log will be kept, to track progress. Minutes of meetings will be completed by a DVSA attendee and agreed with the Supplier. DVSA anticipates that other ad-hoc meetings will be required to support the Contract, usually by phone, but averaging weekly, to discuss e.g., the planning or status of projects, service management, and product innovation.

## The Supplier is expected to make themselves available with reasonable notice for any additional ad-hoc meetings that may be requested by DVSA, such as product demonstrations/roadshows, up to twice a year.

## Attendance at Contract Review meetings shall be at the Supplier’s own expense.

# QUALITY SYSTEMS

## DVSA will require the Supplier to provide details of any established quality systems and compliances with BSI/ISO industry standards at time of tendering.

## DVSA reserves the right to carry out audit checks at any time to verify the standard of the work and to ensure routine calibration and service/maintenance is performed at the required frequencies.

## The Supplier shall retain an electronic calibration and service/maintenance history for each site and shall make this information available to the DVSA Contract Manager as requested, for example at Contract Review Meetings.

## The Supplier shall assist the Contract Manager in identifying trends in equipment performance or maintainability.

## All calibration equipment kits used on the Contract must be uniquely identifiable and certified as accurate to a known physical National or International Standard. Copies of the calibration certificate(s) may be requested without prior notice and a minimum biennial recertification will be required.

# DATA PROTECTION

## The Supplier will be required to comply with all applicable requirements of the Data Protection Legislation (including the General Data Protection Regulation ((EU) 2016/679) (“GDPR”), the Law Enforcement Directive (EU) 2016/680), and all applicable Law about the processing of personal data and privacy.

## Personal Data means any information relating to an identified or identifiable living individual, e.g., a staff member, member of the public, customer, etc. This includes but is not limited to an individual’s name, address, phone number, date of birth, place of work, dietary preferences, opinions, trade union membership, political beliefs, ethnicity, religion, sexuality and email address or job title (if they can be identified from it). Processing includes storage.

## Further information on GDPR is available from the Information Commissioner’s Office: <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/>

**Annex 3 – Charges**

XXXXXXX

The Approved Maximum Cost for the Contract is £41,909.00, exclusive of Value Added Tax.

**Annex 4 – Tenderers Tender**

XXXXXXX

**Contract Conditions**

# Definitions used in the Contract

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

|  |  |
| --- | --- |
| **"Buyer"** | means the person identified in the letterhead of the Order Form; |
| **"Buyer Cause"** | any breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier; |
| **"Central Government Body"** | means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:1. Government Department;
2. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
3. Non-Ministerial Department; or
4. Executive Agency;
 |
| **"Charges"** | means the charges for the Deliverables as specified in the Order Form;  |
| **"Confidential Information"** | means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential; |
| **"Contract"**  | means the contract between (i) the Buyer and (ii) the Supplier which is created by the Supplier’s counter signing the Order Form and includes the Order Form and Annexes; |
| **"Controller"** | has the meaning given to it in the UK GDPR; |
| **"Date of Delivery"****“DPA 2018**:” | means that date by which the Deliverables must be delivered to the Buyer, as specified in the Order Form;Data Protection Act 2018 as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc)(EU Exit) Regs 2019 (as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc)(EU Exit) Regs 2020 |
| **"Data Protection Legislation"**  | (i) the UK GDPR as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy; (iv) the EU GDPR where applicable to the processing. |
| **"Data Protection Impact Assessment"** | an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;  |
| **"Data Protection Officer"**  | has the meaning given to it in the UK GDPR; |
| **"Data Subject"**  | has the meaning given to it in the UK GDPR; |
| **"Data Loss Event"**  | any event that results, or may result, in unauthorised access to Personal Data held by the Supplier 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 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;  |
| **"Deliver"** | means hand over the Deliverables to the Buyer at the address and on the date specified in the Order Form, which shall include unloading and any other specific arrangements agreed by both parties. Delivered and Delivery shall be construed accordingly; |
| **"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"** | means the date for expiry of the Contract as set out in the Order Form;  |
| **"FOIA"** | means 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"** | any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds; |
|  |  |
| **"Goods"** | means the goods to be supplied by the Supplier to the Buyer under the Contract;  |
| **"Good Industry Practice"**  | standards, practices, methods and procedures conforming to the law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;  |
| **"Government Data"** | a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's confidential information, and which: i) are supplied to the Supplier by or on behalf of the Buyer; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or b) any Personal Data for which the Buyer is the Data Controller; |
| **"Information"** | has the meaning given under section 84 of the FOIA;  |
| **"Information Commissioner"**  | the UK’s independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;  |
| **"Insolvency Event"** | in respect of a person: a) if that person is insolvent; ii) 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); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; iv) if the person makes any composition with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction; |
| **"Key Personnel"** | means any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing;  |
|  |  |
| **"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; |
| **"Order Form"** | means the letter from the Buyer to the Supplier printed above these terms and conditions; |
| **"Party"** | the Supplier or the Buyer (as appropriate) and "Parties" shall mean both of them;  |
| **"Personal Data"** | has the meaning given to it in the UK GDPR;  |
| **"Personal Data Breach"**  | has the meaning given to it in the UK GDPR;  |
| **"Processor"** | has the meaning given to it in the UK GDPR; |
| **"Purchase Order Number"** | means the Buyer’s unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the terms of the Contract;  |
| **"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"** | means the services to be supplied by the Supplier to the Buyer under the Contract;  |
| **"Specification"** | means the specification for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the Order Form;  |
| **"Staff"** | means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Contract;  |
| **"Staff Vetting Procedures"** | means vetting procedures that accord with good industry practice or, where applicable, the Buyer’s procedures for the vetting of personnel as provided to the Supplier from time to time;  |
| **"Storage Media"** | means the part of any device that is capable of storing and retrieving data; |
| **"Subprocessor"** | any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract; |
| **"Supplier Staff"**  | all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier’s obligations under a Contract; |
| **"Supplier"** | means the person named as Supplier in the Order Form; |
| **"Term"****“UK GDPR”**  | means the period from the start date of the Contract set out in the Order Form to the Expiry Date as such period may be extended or terminated in accordance with the terms and conditions of the Contract; as given effect by Part 2 of the DPA 2018, as amended by The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc)(EU Exit) Regulations 2020. |
|  |  |
| **"VAT"** | means value added tax in accordance with the provisions of the Value Added Tax Act 1994;  |
| **"Workers"** | 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-policynote-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; |
| **"Working Day"** | means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London. |

# Understanding the Contract

In the Contract, unless the context otherwise requires:

## references to numbered clauses are references to the relevant clause in these terms and conditions;

## 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;

## the headings in this Contract are for information only and do not affect the interpretation of the Contract;

## references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;

## the singular includes the plural and vice versa;

## a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that law; and

## the word ‘including’, "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation".

# How the Contract works

## 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.

## 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.

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

# What needs to be delivered

## **All Deliverables**

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

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

## **Goods clauses**

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

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

### The Supplier transfers ownership of the Goods on completion of delivery (including off‑loading and stacking) or payment for those Goods, whichever is earlier.

### 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 three Working Days of delivery.

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

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

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

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

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

### 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.

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

### 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.

### 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 from any losses, charges costs or expenses which arise 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 [sub‑suppliers].

## **Services clauses**

### Late delivery of the Services will be a default of the Contract.

### The Supplier must co‑operate with the Buyer and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including any security requirements.

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

### 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.

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

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

### 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.

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

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

# Pricing and payments

## In exchange for the Deliverables, the Supplier shall be entitled to invoice the Buyer for the charges in the Order Form. The Supplier shall raise invoices promptly and in any event within 90 days from when the charges are due.

## All Charges:

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

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

## The Buyer must pay the Supplier the charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the Order Form.

## A Supplier invoice is only valid if it:

### includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer;

### includes a detailed breakdown of Deliverables which have been delivered (if any).

## If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 33.

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

## 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.

# The Buyer's obligations to the Supplier

## If Supplier fails to comply with the Contract as a result of a Buyer Cause:

### the Buyer cannot terminate the Contract under clause 11;

### the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;

### the Supplier is entitled to additional time needed to deliver the Deliverables;

### the Supplier cannot suspend the ongoing supply of Deliverables.

## Clause 6.1 only applies if the Supplier:

### gives notice to the Buyer within 10 Working Days of becoming aware;

### demonstrates that the failure only happened because of the Buyer Cause;

### mitigated the impact of the Buyer Cause.

# Record keeping and reporting

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

## The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for seven years after the date of expiry or termination of the Contract.

## The Supplier must allow any auditor appointed by the Buyer access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the audit.

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

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

### tell the Buyer and give reasons;

### propose corrective action;

### provide a deadline for completing the corrective action.

## 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:

### 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

### 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).

# Supplier staff

## The Supplier Staff involved in the performance of the Contract must:

### be appropriately trained and qualified;

### be vetted using Good Industry Practice and in accordance with the instructions issued by the Buyer in the Order Form:

### comply with all conduct requirements when on the Buyer's premises.

## Where a Buyer decides one of the Supplier's Staff isn’t suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.

## If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 8.

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

## The Supplier indemnifies the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

## The Supplier shall use those persons nominated in the Order Form (if any) to provide the Deliverables and shall not remove or replace any of them unless:

### requested to do so by the Buyer (not to be unreasonably withheld or delayed);

### the person concerned resigns, retires or dies or is on maternity or long‑term sick leave; or

### the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated for material breach of contract by the employee.

# Rights and protection

## The Supplier warrants and represents that:

### it has full capacity and authority to enter into and to perform the Contract;

### the Contract is executed by its authorised representative;

### it is a legally valid and existing organisation incorporated in the place it was formed;

### 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;

### it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;

### it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and

### it is not impacted by an Insolvency Event.

## The warranties and representations in clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.

## The Supplier indemnifies the Buyer against each of the following:

### wilful misconduct of the Supplier, any of its subcontractor and/or Supplier Staff that impacts the Contract;

### non‑payment by the Supplier of any tax or National Insurance.

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

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

## Supplier shall ensure it has adequate insurance cover for this contract

# Intellectual Property Rights (IPRs)

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

### receive and use the Deliverables;

### use the New IPR.

## Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs for the purpose of fulfilling its obligations under the Contract and a perpetual, royalty-free, non-exclusive licence to use any New IPRs.

## 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.

## 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 clause 10 or otherwise agreed in writing.

## 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 as a result of the IPR Claim.

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

### obtain for the Buyer the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights;

### 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.

# Ending the contract

## The Contract takes effect on the date of or (if different) the date specified in the Order Form and ends on the earlier of the date of expiry or termination of the Contract or earlier if required by Law.

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

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

### The Buyer has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if it's terminated clause 11.5(b) to 11.5(g) applies.

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

### 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:

#### there's a Supplier Insolvency Event;

#### if the Supplier repeatedly breaches the Contract in a way to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;

#### if the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;

#### 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;

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

#### the courts of the United Kingdom declares that the Contract should not have been awarded to the Supplier because of a serious breach of the Regulations;

#### the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them.

### If any of the events in 73(1) (a) to (c) of the Regulations (substantial modification, exclusion of the Supplier, procurement infringement) happen, the Buyer has the right to immediately terminate the Contract and clause 11.5(b) to 11.5(g) applies.

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

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

### the Supplier is responsible for the Buyer's reasonable costs of procuring replacement deliverables for the rest of the term of the Contract;

### the Buyer's payment obligations under the terminated Contract stop immediately;

### accumulated rights of the Parties are not affected;

### the Supplier must promptly delete or return the Government Data except where required to retain copies by law;

### the Supplier must promptly return any of the Buyer's property provided under the Contract;

### 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;

### the following clauses survive the termination of the Contract: [3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35] and any clauses which are expressly or by implication intended to continue.

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

### The Supplier can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate 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.

### If a Supplier terminates the Contract under clause 11.6(a):

#### the Buyer must promptly pay all outstanding charges incurred to the Supplier;

#### 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;

#### clauses 11.5(d) to 11.5(g) apply.

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

### 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.

### 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.

### The Parties must agree (in accordance with clause 24) any necessary variation required by clause 11.7, but the Supplier may not either:

#### reject the variation;

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

### The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.8.

# How much you can be held responsible for

## 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.

## No Party is liable to the other for:

### any indirect losses;

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

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

### its liability for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;

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

### any liability that cannot be excluded or limited by law.

## In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 4.2(j), 4.2(m), 8.5, 9.3, 10.5, 13.2, 14.26(e) or 30.2(b).

## 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.

## 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

# Obeying the law

## The Supplier must, in connection with provision of the Deliverables, use reasonable endeavours to:

### comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at

### (<https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf>) and such other corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time;

### support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010;

### not use nor allow its subcontractors to use modern slavery, child labour or inhumane treatment;

### 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>

## 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.

## 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 32

## "Compliance Officer" the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations

# Data protection

## The Buyer is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation.

## The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with this Contract.

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

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

## The Supplier must ensure that any Supplier system holding any Government Data, including back‑up data, is a secure system that complies with the security requirements specified [in writing] by the Buyer.

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

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

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

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

## The Supplier must pay each Party's reasonable costs of complying with clause 14.7 unless the Buyer is at fault.

## Only the Buyer can decide what processing of Personal Data a Supplier can do under the Contract and must specify it for the Contract using the template in Annex 1 of the Order Form (*Authorised Processing*).

## The Supplier must only process Personal Data if authorised to do so in the Annex to the Order Form (*Authorised Processing*) by the Buyer. Any further written instructions relating to the processing of Personal Data are incorporated into Annex 1 of the Order Form.

## The Supplier must give all reasonable assistance to the Buyer in the preparation of any Data Protection Impact Assessment before starting any processing, including:

### a systematic description of the expected processing and its purpose;

### the necessity and proportionality of the processing operations;

### the risks to the rights and freedoms of Data Subjects;

### the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.

## The Supplier must notify the Buyer immediately if it thinks the Buyer's instructions breach the Data Protection Legislation.

## The Supplier must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Buyer.

## If lawful to notify the Buyer, the Supplier must notify it if the Supplier is required to process Personal Data by Law promptly and before processing it.

## The Supplier must take all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:

### are aware of and comply with the Supplier's duties under this clause 14;

### are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;

### 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 Buyer or as otherwise allowed by the Contract;

### have undergone adequate training in the use, care, protection and handling of Personal Data.

## The Supplier must not transfer Personal Data outside of the UK unless all of the following are true:

### it has obtained prior written consent of the Buyer;

### the Buyer has decided that there are appropriate safeguards (in accordance with Article 46 of the UK GDPR);

### the Data Subject has enforceable rights and effective legal remedies when transferred;

### the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;

### where the Supplier is not bound by Data Protection Legislation it must use its best endeavours to help the Buyer meet its own obligations under Data Protection Legislation; and

### the Supplier complies with the Buyer's reasonable prior instructions about the processing of the Personal Data.

## The Supplier must notify the Buyer immediately if it:

### receives a Data Subject Access Request (or purported Data Subject Access Request);

### receives a request to rectify, block or erase any Personal Data;

### receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

### receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;

### 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;

### becomes aware of a Data Loss Event.

## Any requirement to notify under clause 14.17 includes the provision of further information to the Buyer in stages as details become available.

## The Supplier must promptly provide the Buyer with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 14.17. This includes giving the Buyer:

### full details and copies of the complaint, communication or request;

### reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;

### any Personal Data it holds in relation to a Data Subject on request;

### assistance that it requests following any Data Loss Event;

### assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.

## The Supplier must maintain full, accurate records and information to show it complies with this clause 14. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either the Buyer determines that the processing:

### is not occasional;

### 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;

### is likely to result in a risk to the rights and freedoms of Data Subjects.

## The Supplier must appoint a Data Protection Officer responsible for observing its obligations in this Schedule and give the Buyer their contact details.

## Before allowing any Subprocessor to process any Personal Data, the Supplier must:

### notify the Buyer in writing of the intended Subprocessor and processing;

### obtain the written consent of the Buyer;

### enter into a written contract with the Subprocessor so that this clause 14 applies to the Subprocessor;

### provide the Buyer with any information about the Subprocessor that the Buyer reasonably requires.

## The Supplier remains fully liable for all acts or omissions of any Subprocessor.

## At any time the Buyer can, with 30 Working Days notice to the Supplier, change this clause 14 to:

### replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme under UK GDPR Article 42;

### ensure it complies with guidance issued by the Information Commissioner's Office.

## The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office.

## The Supplier:

### must provide the Buyer with all Government Data in an agreed open format within 10 Working Days of a written request;

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

### must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;

### 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;

### indemnifies the Buyer against any and all Losses incurred if the Supplier breaches clause 14 and any Data Protection Legislation.

# What you must keep confidential

## Each Party must:

### keep all Confidential Information it receives confidential and secure;

### 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;

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

## 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:

### where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;

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

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

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

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

### to its auditors or for the purposes of regulatory requirements;

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

### 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.

## The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Buyer at its request.

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

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

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

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

### where requested by Parliament;

### under clauses 5.7 and 16.

## 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.

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

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

# When you can share information

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

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

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

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

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

## **16A.** **Transparency**

## (1) The Parties acknowledge that the content of this Contract, including any changes to this Contract agreed from time to time is not Confidential Information, except for –

##  (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and

##  (ii) Commercially Sensitive Information;

## (2) Notwithstanding any other provision of this Contract, the Supplier hereby gives its consent for the Buyer to publish to the general public this Contract in its entirety or parts of this contract thereof (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted).

## (3) The Buyer shall, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.

## (4) The Supplier shall assist and co-operate with the Buyer to enable the Buyer to publish.

# Invalid parts of the contract

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

# No other terms apply

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

# Other people's rights in a contract

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.

# Circumstances beyond your control

## 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:

### provides written notice to the other Party;

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

## 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.

## Where a Party terminates under clause 20.2:

### each party must cover its own losses;

### clause 11.5(b) to 11.5(g) applies.

# Relationships created by the contract

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

# Giving up contract rights

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.

# Transferring responsibilities

## The Supplier cannot assign the Contract without the Buyer's written consent.

## 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.

## 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.

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

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

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

### their name;

### the scope of their appointment;

### the duration of their appointment.

# Changing the contract

## 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.

# How to communicate about the contract

## All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they’re delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.

## Notices to the Buyer or Supplier must be sent to their address in the Order Form.

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

# Preventing fraud, bribery and corruption

## The Supplier shall not:

### commit any criminal offence referred to in the Regulations 57(1) and 57(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.

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

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

### terminate the Contract and recover from the Supplier the amount of any loss suffered by the Buyer resulting from the termination, including the cost reasonably incurred by the Buyer of making other arrangements for the supply of the Deliverables and any additional expenditure incurred by the Buyer throughout the remainder of the Contract; or

### recover in full from the Supplier any other loss sustained by the Buyer in consequence of any breach of this clause.

# Equality, diversity and human rights

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

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

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

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

# Health and safety

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

### all applicable law regarding health and safety;

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

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

# Environment

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

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

# Tax

## 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.

## 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 Off Contract, the Supplier must both:

### 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;

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

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

### the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 30.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;

### 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;

### 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 30.2 or confirms that the Worker is not complying with those requirements;

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

# Conflict of interest

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

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

## The Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential conflict of interest.

# Reporting a breach of the contract

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

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

# Resolving disputes

## 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.

## If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 33.3 to 33.5.

## Unless the Buyer refers the dispute to arbitration using clause 33.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

### determine the dispute;

### grant interim remedies;

### grant any other provisional or protective relief.

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

## The Buyer has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 33.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 33.4.

## The Supplier cannot suspend the performance of the Contract during any dispute.

# Which law applies

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