

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of Procurement, Supply Chain and Commercial Consultancy Services (Lot 4) dated 29/01/2020

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Template Call Off Order Form and the Call Off Terms.


Order Number	TBC
From	HM Revenue & Customs (HMRC) ("CUSTOMER")
To	Deloitte LLP ("SUPPLIER")
Date	04/02/2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 03/02/2020
1.2.	Expiry Date: End date of Initial Period: 02/02/2021 End date of Extension Period: 02/05/2021 Minimum written notice to Supplier in respect of extension: 1 month prior to the end date of Initial Period

2. SERVICES

2.1	Services required: In Call Off Schedule 2 (Services)  Consultancy Support - Future HR
-----	---

3. PROJECT PLAN

3.1.	Project Plan: As outlined in Appendix A
------	---

4. CONTRACT PERFORMANCE

4.1.	Standards: Applicable standards for this contract are per Section 11, Standards and Quality, detailed in the Call Off Terms for RM375 which can be accessed via the CCS website.
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: Not applicable.
4.5	Period for providing Rectification Plan: Applicable period for providing Rectification Plan can be viewed in 39.2.1(a) of the Call Off Terms for RM375 which can be accessed via the CCS website.

5. PERSONNEL

5.1	Key Personnel:
-----	-----------------------

	As per Section 27, Key Personnel, detailed in the Call Off Terms for RM375 which can be accessed via the CCS website Outlined in Appendix A
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Refer to Clause 28.2 of the Call Off Terms for RM375 which can be accessed via the CCS website

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): The fixed value for the work package outlined in Appendix A is £315,000 (exclusive of VAT).
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): The payment method for this Call-Off Contract is by BACS transfer
6.3	Reimbursable Expenses: Reimbursable Expenses are not permitted unless expressly permitted by the HMRC Work Manager. Any expenses incurred must be in accordance with HMRC T&S Policy as provided at Appendix B.
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): HMRC 100 Parliament St, London SE1 6LH
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Call Off Contract Charges are fixed for work package, outlined in 6.1 Call Off Contract Charges. HMRC reserves the right for additional work packages subject to approval via the Customer's internal governance processes and confirmation with the Supplier through a formal contract variation.
6.6	Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: Not Applicable
6.7	Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not Permitted

7. LIABILITY AND INSURANCE

7.1	Estimated Call Off Contract Charges: As outlined in 6.1 Call Off Contract Charges
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); Subject to Clause 37.1 and 37.3, Supplier's total aggregate liability(whether expressed as an indemnity or otherwise) in respect of all the Losses incurred by the Customer under or in connection with this Call Off Contract (whether under common law or statute, tort (including negligence), breach of statutory duty or otherwise) shall in no event exceed one hundred and twenty five percent (125%) of the Charges paid nor payable to the Customer during the Call-Off contract Period. Notwithstanding anything to the contrary set forth in the Call Off Contract, the Parties agree and acknowledge that, the Supplier's maximum aggregate liability to the Customer (including for any liability for acts or omissions of its Supplier Personnel) under or in relation to the Call Off Contract (whether in contract, tort, negligence, indemnity, strict liability in tort, by statute or otherwise) for any and all claims, to the extent caused by the Supplier, arising in respect of: a) any breach of the terms of Clause 35.5 (Protection of Personal Data), b) Personal Data c) any fines and/or penalties imposed pursuant to Data Protection Legislation shall be capped in (aggregate) at 125% of the total Charges paid or payable to the Customer during the Call-Off contract Period.
7.3	Insurance (Clause 38.3 of the Call Off Terms): Applicable insurance terms are available in Clause 38.3 of the Call Off Terms for RM375 which can be accessed via the CCS website.

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 of the Call Off Terms)); The Customer may terminate this Call Off Order Form in accordance with clause 42.2.1(c) of the Call Off Terms for RM375 which can be accessed via the CCS website, by issuing a termination notice of 10 Working Days.
8.2	Termination without cause notice period (Clause 42.7 of the Call Off Terms): In accordance with clause 42.7 of the Call Off Terms for RM375 which can be accessed via the CCS website.
8.3	Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms for RM375 which can be accessed via the CCS website
8.4	Exit Management: Under the terms of the Contract, the Supplier must commit to co-operating with the customer to ensure efficient Exit Management.

	The Supplier must ensure that knowledge transfer to the Customer's team is a fundamental part of the Exit Management process.
--	---

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Clauses 2 (Due Diligence), 31 (Customer Premises) and 32 (Customer Property) of the Call Off Terms for RM375 may apply to this contract. The supplier will be given site access upon request for inspection purposes.
9.2	Commercially Sensitive Information: Supplier Proposal

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Refer to the preamble of the Call Off Terms for RM375 which can be accessed via the CCS website. Recitals B to E Recital C - date of issue of the Request for Proposal document: 03/09/2019 Recital D - date of receipt of Call Off Tender: 16/09/2019
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: The 'Short Form - Paragraphs 1-5' Call Off Schedule 7: Security contained in the Call Off Terms for RM375 which can be accessed via the CCS website will apply.
10.4	ICT Policy: The Supplier's team must ensure that when they are using equipment provided by the Customer they must comply with the Customer's ICT/Security policies. When the Supplier's team members are accessing the Customer's systems using the Customer's equipment the ICT/Security policies can be located at the following URL: https://intranet.prod.dop.corp.hmrc.gov.uk/section/how-do-i/get-help-security/security-information-zone The Supplier must ensure that all team members are made aware of the need to comply with ICT/Security policies and that team members are directed to where the security policies are located.
10.6	Business Continuity & Disaster Recovery: Not applied Disaster Period: Not applied
10.7	NOT USED

10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): It is not envisaged that this contract will involve the processing of Customer Data but should this arise then Clause 35.2.3 of the Call Off Terms for RM375 which can be accessed via the CCS website will apply.
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: HMRC Commercial Directorate Redacted Supplier's postal address and email address: Deloitte LLP Redacted
10.10	Transparency Reports Not applied
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: Customer's additional Clauses will apply as provided in Appendix B.
10.12	Call Off Tender: As outlined in Appendix A
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) As per Clause 36.3.2 of the Call Off Terms for RM375 which can be accessed via the CCS website.
10.14	Staff Transfer Call Off Terms for RM375 which can be accessed via the CCS website, Schedule 10, Staff Transfer Parts A and B Not Applied.
10.15	Processing Data Not Applicable

FORMATION OF CALL OFF CONTRACT

BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms Call Off Order Form and the Call Off Terms.

The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.

For and on behalf of the Supplier:

Name and Title	Redacted
Signature	Redacted
Date	Redacted

For and on behalf of the Customer:

Name and Title	Redacted
Signature	Redacted
Date	Redacted

APPENDIX A

Supplier Proposal

Redacted

APPENDIX B

A. Mileage allowances

Allowance	Rate (pence per mile)
Higher Rate Mileage Allowance (limited to the first 10,000 miles in any financial year)	45p from 11 January 2012 onwards.
Basic Rate Mileage Allowance	25p
Motor Cycle Rate	24p
Pedal Cycle Rate	20p
Driver Passenger Supplement - can be claimed by Vehicle Drivers for each passenger (ACS and private vehicles only)	5p
Non-Driver Passenger Supplement - can be claimed by vehicle passengers (ACS and private vehicles only)	5p
Equipment Supplement (private vehicles only) – this allowance was withdrawn on 6 April 2012.	2p

B. Assigned Car Scheme (ACS) mileage rates (pence per mile) from 1 June 2019

Note: From 1 March 2012 onwards, ACS mileage rate claims must be based on the Advisory Fuel Rates (AFRs) that match your vehicle's engine size and fuel type. HMRC publishes AFRs on its website and reviews them on a quarterly basis. Hybrid cars are treated as either petrol or diesel for this purpose.

Engine size	Diesel vehicles	Petrol vehicles	Liquefied Petroleum Gas (LPG) vehicles
1400cc or less	Not applicable	12p	8p
1401cc to 2000cc	Not applicable	15p	9p
1600cc or less	10p	Not applicable	Not applicable
1601cc to 2000cc	12p	Not applicable	Not applicable
Over 2000cc	14p	22p	14p

C. Day Subsistence rates

Provided you incur a cost that is more than you would normally have incurred at home or your office, actual expenditure will be paid within these limits:

Allowance	Details	Amount
One Meal Allowance	Where away from home and permanent workplace for more than 5 hours	up to a maximum of £8.25 from 1 April 2013.
Two Meal Allowance	Where away from home and permanent workplace for more than 10 hours	up to a maximum of £17.75 from 1 April 2013.

Allowance	Details	Amount
Three Meal Allowance	Where away from home and permanent workplace for more than 13 hours	up to a maximum of £26.00 from 1 April 2013.
Unplanned late working	Where you have to buy a meal when you are unexpectedly required to work after 20:00 hours in addition to your normal day and more than 3 hours after the end of your normal day	up to a maximum of £8.25 from 1 April 2013.
Refreshments for business contacts	Where you are required to meet a non-HMRC customer or business contact outside HMRC premises and consider it is appropriate to offer and purchase refreshments such as a cup of tea/coffee	up to a maximum of £5.00 per customer/business contact per day

D. Short-term Night Subsistence Allowances Hotel Bed and Breakfast Capped Rates

At the following locations, actual expenditure incurred within these limits.

Location	Hotel B&B capped limit:
London / within M25 (excluding Heathrow Airport)	£130 (from 01/04/17)
Bristol; Heathrow Airport	£100 (from 01/04/17)
Oxford; Portsmouth	£95 (from 01/04/17)
Elsewhere in UK	£90 (from 01/04/17)

Charges, Payment and Recovery of Sums Due

1.1 The Supplier shall invoice the Customer as specified in the Section B Clause 6 of this Call Off Order Form. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice ("**Supporting Documentation**"), including the relevant Purchase Order Number (and CD Reference) and a breakdown of the Services supplied in the invoice period.

1.2 To facilitate payment, the Supplier shall use an electronic transaction system chosen by the Customer and shall:

1.2.1 register for the electronic transaction system in accordance with the instructions of the Customer;

1.2.2 allow the electronic transmission of purchase orders and submitting of electronic invoices via the electronic transaction system;

1.2.3 designate a Supplier representative as the first point of contact with the Customer for system issues; and

1.2.4 provide such data to the Customer as the Customer reasonably deems necessary for the operation of the system including, but not limited to, electronic catalogue information.

1.3 The Customer is in the process of implementing its electronic transaction system. Each invoice and any Supporting Documentation required to be submitted in accordance with this Clause 1 shall be submitted by the Supplier, as directed by the Customer from time to time, either:

1.3.1 via the Customer's electronic transaction system

1.4 The Supplier acknowledges and agrees that should it commence Services without a Purchase Order Number:

1.4.1 the Supplier does so at its own risk; and

1.4.2 the Customer shall not be obliged to pay the Charges without a valid Purchase Order Number having been provided to the Supplier.

1.5 The Customer shall regard an invoice as valid only if it complies with the provisions of this Clause 1. The Customer shall promptly return any non-compliant invoice to the Supplier and the Supplier shall promptly issue a replacement, compliant invoice.

1.6 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after receipt of a valid invoice which includes a valid Purchase Order Number.

1.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

1.8 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or

contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

“Agreement”	the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier;
“Purchase Order Number”	the Customer’s unique number relating to the supply of the Services;
“Services”	the services to be supplied by the Supplier to the Customer under the Agreement, including the provision of any Goods;
“Charges”	the charges for the Services as specified in Clause 6 of Section B of this Call Off Order Form;

Warranties

2.1 The Supplier represents and warrants that:

2.1.1 in the three years prior to the Effective Date, it has been in full compliance with all applicable securities and Tax Laws and regulations in the United Kingdom and in the jurisdiction in which it is established;

2.1.2 it has notified the Customer in writing of any Occasions of Tax Non Compliance and any litigation, enquiry or investigation in which it or its Subcontractors is/are (as appropriate) involved that is in connection with, or which may lead to any Occasion of Tax Non Compliance; and

2.1.3 no profit warnings, proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier’s assets or revenue.

2.1.4 If at any time the Supplier becomes aware that a representation or warranty given by it under Clause 2.1.1, 2.1.2 or 2.1.3 has been breached, is untrue, or is misleading, it shall immediately notify the Customer of the relevant occurrence in sufficient detail to enable the Customer to make an accurate assessment of the situation.

Promoting Tax Compliance

3.1 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.

3.2 The Supplier shall at all times comply with all other Laws and regulations relating to Tax.

3.3 The Supplier shall provide to the Customer the name and, as applicable, the Value Added Tax registration number, PAYE collection number and either the Corporation Tax or self-assessment reference of any agent, supplier or Subcontractor of the Supplier prior to the commencement of any work under this Agreement by that agent, supplier or Subcontractor. Upon a request by the Customer, the Supplier shall not employ or will cease to employ any agent, supplier or Subcontractor or Subcontractor.

3.4 Where an amount of Tax, including any assessed amount, is due from the Supplier an equivalent amount may be deducted by the Customer from the amount of any sum due to the Supplier under this Agreement.

3.5 If, at any point during the Term, an Occasion of Tax Non Compliance occurs and or any litigation, enquiry or investigation in which it or its Subcontractors is/are (as appropriate) involved that is in connection with, or which may lead to, any Occasion of Tax Non-Compliance, the Supplier shall:

3.5.1 notify the Customer in writing of such fact within five (5) Working Days of its occurrence; and

3.5.2 promptly provide to the Customer:

(a) details of the steps which the Supplier is taking to address the Occasion of Tax Non Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and

(b) such other information in relation to the Occasion of Tax Non Compliance as the Customer may reasonably require.

3.6 The Supplier shall indemnify the Customer on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on the Customer at any time in respect of the Supplier's failure to account for or to pay any Tax relating to payments made to the Supplier under this Agreement. Any amounts due under this Clause 6.6 shall be paid in cleared funds by the Supplier to the Customer not less than five (5) Working Days before the date upon which the Tax or other liability is payable by the Customer.

3.7 The Supplier shall provide (promptly or within such other period notified by the Customer) information which demonstrates how the Supplier complies with its Tax obligations.

3.8 If the Supplier fails to:

3.8.1 comply (or if the Customer receives information which demonstrates that the Supplier has failed to comply) with any of the provisions in Clauses 6.2 to 6.7 (inclusive); and/or

3.8.2 fails to provide details of steps being taken and mitigating factors pursuant to Clause 3.5 which in the reasonable opinion of the Customer are acceptable,

this shall allow the Customer to terminate the Agreement pursuant to Clause 8 in Section B of this Call Off Order Form.

3.9 The Customer may internally share any information which it receives under Clauses 3.3 to 3.5 (inclusive) and 3.7.

"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes or those who use them to tell HMRC of any notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992 and in Schedule 11A to the Value Added Tax Act 1994 (as amended by Schedule 1 to the Finance (no. 2) Act 2005;
"General Anti Abuse Rule"	means (a) the legislation in Part 5 of the Finance Act 2013; (b) the legislation in sections 10 and 11 of the National Insurance Contributions Act 2014; and (c) any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid any Tax;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C 255/02 Halifax and others;
"Occasion of Tax Non-Compliance"	(a) any Tax return of the Supplier and/or its Subcontractor and/or any non-submission of a Tax return (whether deliberate or by omission) by the Supplier and/or its Subcontractor to the Relevant Tax Customer on or after 1 October 2012 is found to be incorrect as a result of: (i) a Relevant Tax Authority successfully challenging the Supplier or relevant Subcontractor under the General Anti Abuse Rule or the Halifax Abuse Principle or TAAR or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti Abuse Rule or the Halifax Abuse Principle or TAAR; (ii) the failure of an avoidance scheme which the Supplier or relevant Subcontractor was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or (b) the Tax affairs of the Supplier or any of its Subcontractors have given rise to a criminal conviction in any jurisdiction for Tax related offences within the last five (5) years which is not spent at the date the Call-Off Contract is entered into or to a civil penalty for fraud or evasion within the last three (3) years; (c) For these purposes : (i) a return is "submitted" when it is first submitted to the Relevant Tax Authority and any subsequent amendments or re-submissions are to be ignored; and

	(ii) a Relevant Tax Authority will not be deemed to have "successfully challenged" the Supplier or a Subcontractor until an appeal against such challenge is no longer possible.
"Relevant Tax Authority"	HMRC, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established, resident or liable to any Tax;
"Subcontract"	any contract or agreement (or proposed contract or agreement) between the Supplier (or a Subcontractor) and any third party whereby that third party agrees to provide to the Supplier (or the Subcontractor) all or any part of the Services or facilities or services which are material for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof;
"Subcontractor"	any third party with whom: <ul style="list-style-type: none"> (a) the Supplier enters into a Subcontract; or (b) a third party under (a) above enters into a Subcontract, or the servants or agents of that third party;
"VAT"	value added tax as provided for in the Value Added Tax Act 1994.

Use of Off-shore Tax Structures

4.1 Subject to the principles of non-discrimination against undertakings based either in member countries of the European Union or in signatory countries of the World Trade Organisation Agreement on Government Procurement, the Supplier shall not, and shall ensure that its Connected Companies, Key Subcontractors (and their respective Connected Companies) shall not, have or put in place (unless otherwise agreed with the Customer) any arrangements involving the use of off-shore companies or other off-shore entities the main purpose, or one of the main purposes, of which is to achieve a reduction in United Kingdom Tax of any description which would otherwise be payable by it or them on or in connection with the payments made by or on behalf of the Customer under or pursuant to this Agreement or (in the case of any Key Subcontractor and its Connected Companies) United Kingdom Tax which would be payable by it or them on or in connection with payments made by or on behalf of the Supplier under or pursuant to the applicable Key Subcontract ("**Prohibited Transactions**"). Prohibited Transactions shall not include transactions made between the Supplier and its Connected Companies or a Key Subcontractor and its Connected Companies on terms which are at arms-length and are entered into in the ordinary course of the transacting parties' business.

4.2 The Supplier shall notify the Customer in writing (with reasonable supporting detail) of any proposal for the Supplier or any of its Connected Companies, or for a Key Subcontractor (or any of its Connected Companies), to enter into any Prohibited Transaction. The Supplier shall notify the Customer within a reasonable time to allow the Customer to consider the proposed Prohibited Transaction before it is due to be put in place.

4.3 In the event of a Prohibited Transaction being entered into in breach of Clause 4.1 above, or in the event that circumstances arise which may result in such a breach, the Supplier and/or the Key Subcontractor (as applicable) shall discuss the situation with the Customer and, in order to ensure future compliance with the requirements of Clauses 4.1 and 4.2, the Parties (and the Supplier shall procure that the Key Subcontractor, where applicable) shall agree (at no cost to the Customer) timely and appropriate changes to any such arrangements by the undertakings concerned, resolving the matter (if required) through the Escalation Process.

4.4 Failure by the Supplier (or a Key Subcontractor) to comply with the obligations set out in Clauses **Error! Reference source not found.** and 4.3 shall allow the Customer to terminate the Agreement pursuant to Clause 8 in Section B of this Call Off Order Form.

“Connected Company” means, in relation to a company, entity or other person, the Affiliates of that company, entity or other person or any other person associated with such company, entity or other person

“Key Subcontractor” any Subcontractor:
(a) which, in the opinion of the Buyer, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or
(b) with a Subcontract with a contract value which at the time of appointment exceeds (or would exceed if appointed) ten per cent (10%) of the aggregate Charges forecast to be payable under this Call-Off Contract;

Income Tax and National Insurance Contributions

5.1 Where the Supplier or any Supplier Personnel are liable to Tax in the UK or to pay national insurance contributions in respect of consideration received under this Agreement, the Supplier shall:

5.1.1 at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other Laws and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other Laws and regulations relating to national insurance contributions, in respect of that consideration;

5.1.2 indemnify the Customer against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Supplier or any Supplier Personnel for which the Supplier is not primarily liable to account to the Customer under the relevant Laws and regulations; and

5.1.3 provide (promptly or within such other period notified by the Customer) information which demonstrates how the Supplier complies with Clause 5.1.1 or why Clause 5.1.1 does not apply to the Supplier (including such specific information as the Customer may request),

and if the Supplier fails to comply (or if the Customer receives information which demonstrates that the Supplier has failed to comply) with any of the provisions above in this Clause 8.1 then this shall allow the Customer to terminate the Agreement pursuant to Clause 8 of Section B of this Call Off Order Form.

5.2 The Customer may internally share any information which it receives under Clause 5.1.3.

“Supplier Personnel”	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any subcontractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Tax”	<p>means:</p> <ul style="list-style-type: none">(a) all forms of tax whether direct or indirect;(b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;(c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and(d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above, <p>in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;</p>
“Law”	any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;

Data Protection and off-shoring

6.1 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

6.1.1 not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

- (a) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
- (b) the Data Subject has enforceable rights and effective legal remedies;

- (c) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
- (d) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;

“Data Protection Legislation”	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
“Controller”, “Processor”, “Data Subject”,	take the meaning given in the GDPR;
“GDPR”	the General Data Protection Regulation (Regulation (EU) 2016/679);
“Personal Data”	has the meaning given in the GDPR;

Official Secrets Acts, Commissioners for Revenue and Customs Act 2005 and related Legislation

7.1 The Supplier shall comply with, and shall ensure that it's Supplier Personnel comply with:

7.1.1 the provisions of the Official Secrets Acts 1911 to 1989;

7.1.2 the obligations set out in Section 182 of the Finance Act 1989 and Section 18 of the Commissioners for Revenue and Customs Act 2005 to maintain the confidentiality of Customer Data. Further, the Supplier acknowledges that (without prejudice to any other rights and remedies of the Customer) a breach of the aforesaid obligations may lead to a prosecution under Section 182 of the Finance Act 1989 and/or Section 19 of the Commissioners for Revenue and Customs Act 2005; and

7.1.3 Section 123 of the Social Security Administration Act 1992, which may apply to the fulfilment of some or all of the Services. The Supplier acknowledges that (without prejudice to any other rights and remedies of the Customer) a breach of the Supplier's obligations under Section 123 of the Social Security Administration Act 1992 may lead to a prosecution under that Act.

7.2 The Supplier shall regularly (not less than once every six (6) months) remind all Supplier Personnel in writing of the obligations upon Supplier Personnel set out in Clause 7.1 above. The Supplier shall monitor the compliance by Supplier Personnel with such obligations.

7.3 The Supplier shall ensure that all Supplier Personnel who will have access to, or are provided with, Customer Data sign (or have previously signed) a declaration, in a form acceptable to the Customer, acknowledging that they understand and have been informed about the application and effect of Section 18 and 19 of the Commissioners for Revenue and Customs Act 2005. The Supplier shall provide a copy of each such signed declaration to the Customer upon demand.

7.4 In the event that the Supplier or the Supplier Personnel fail to comply with this clause, the Customer reserves the right to terminate the Agreement under Clause 8 in Section B of this Call Off Order Form with immediate effect.

- “Customer Data”**
- (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:
 - (i) supplied to the Supplier by or on behalf of the Customer; and/or
 - (ii) which the Supplier is required to generate, process, store or transmit pursuant to this Agreement; or
 - (b) any Personal Data for which the Customer is the Controller, or any data derived from such Personal Data which has had any designatory data identifiers removed so that an individual cannot be identified.

“Personal Data” has the meaning given in the General Data Protection Regulation (Regulation (EU) 2016/679).

Confidentiality, Transparency and Publicity

8.1 The Supplier shall not, and shall take reasonable steps to ensure that the Supplier Personnel shall not:

8.1.1 make any press announcement or publicise the Agreement or any part of the Agreement in any way; or

8.1.2 use the Customer’s name or brand in any promotion or marketing or announcement of orders,

except with the prior written consent of the Customer.

8.2 Each Party acknowledges to the other that nothing in this Agreement either expressly or by implication constitutes an endorsement of any products or services of the other Party and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

8.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement is not Confidential Information. The Customer shall be responsible for determining in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of this Agreement, the Supplier hereby gives his consent for the Customer to publish the Agreement in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted) including from time to time agreed changes to the Agreement, to the general public. The Customer may consult with the Supplier to inform its decision regarding any redactions but the Customer shall have the final decision at its absolute discretion.

8.4 The Supplier shall assist and cooperate with the Customer to enable the Customer to publish this Agreement.

Compliance

9.1 The Supplier shall:

9.1.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and

9.1.2 take all reasonable steps to secure the observance of Clause 9.1.1 by all Supplier Personnel.

9.2 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.

9.3 In performing its obligations under the Agreement, the Supplier shall;

(a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including the Modern Slavery Act 2015;

(b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015; and

(c) notify the Customer as soon as it becomes aware, and in any event within five (5) working days, of any actual or suspected breach of its obligations under Clause 9.3(a) and/ or (b) including details of the breach and the mitigation action it has taken or intends to take in order to:

(i) remedy the breach; and

(ii) ensure future compliance with Clause 9.3(a) and (b).

9.4 If the Supplier fails to comply (or if the Customer receives information which demonstrates that the Supplier has failed to comply) with any of the provisions in Clause 9.3 then this shall allow the Customer to terminate the Agreement pursuant to Clause 8 in Section B of this Call Off Order Form.