

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

Loughborough University

Ashby Road

Loughborough

LE11 3TU

Attn: [REDACTED]

By email to: [REDACTED]

Dear Sirs,

Supply of Human Factors and Ergonomics

Following your proposal for the supply of online course content related to the Provisions of Human Factors and Ergonomics to Marie Moore, we are pleased confirm our intention to award this contract to you.

The attached contract details ("**Order Form**"), contract conditions and the ***Annex A and B*** set out the terms of the contract between Marie Moore for the provision of the deliverables set out in the Order Form.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the deliverables. Please confirm your acceptance of the Conditions by signing and returning the Order Form to Marie Moore at the above address within [7] days from the date of this Order Form. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract.

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

Yours faithfully,

Order Form

1. Contract Reference	TBA
2. Date	2 July 2021
3. Buyer	Health Education England 1st Floor, Blenheim House, Duncombe Street, Leeds
4. Supplier	Loughborough University Ashby Road Loughborough LE11 3TU
5. The Contract	Provisions of Human Factors and Ergonomics
6. Deliverables	<p>Services being purchased: As per our previous discussions the service proposed is:</p> <ul style="list-style-type: none"> • HEE will be allowed under license use the introduction module '<i>Human Factors/Ergonomics (Safety Science) for Patient Safety: Level 1 – Understanding</i>' as part of the HEE e-Learning suite of programmes. • The term of the license shall be 12 months, 1 July 2021 to 30 June 2022. • LU will provide the equivalent of 1 day's support for the module launch on the HEE LMS. Any additional support days shall be mutually agreed between the parties and shall be charged by LU to HEE as consultancy days. • HEE will provide the certificate of learning for the HEE attenders via the HEE e-learning platform. • HEE will provide LU with the numbers of people having attended and gained the certification (each 3/12). • The cost of this initial agreement will be £10,000 for the first year plus VAT. • After the first 10 months of the contract a review will be required to extend the contract timeframe. <p>All purchases under license will be subject to the conditions agreed with the Loughborough Commercialisation Team and the Legal Services team. This arrangement does not include exclusivity to the use of the product or further financial opportunities for LU.</p>
7. Specification	<p>There has been a history of collaboration between Health Education England (HEE) and Loughborough University (LU) since 2015 regarding the development of the various learning packages to support patient safety initiatives and the introduction of Human Factors/Ergonomics (HFE) as the recommended safety science approach. LU, the Chartered Institute of Ergonomics & Human Factors (CIEHF) and others have created a multistage learning pathway that will certificate healthcare staff in HF/E (professional competencies) and patient safety (National Patient safety Syllabus capabilities). This Technical Specialist (Healthcare) award (TechCIEHF) includes both a direct academic route (accredited postgraduate certificate) and an experiential pathway.</p> <p>Many different sectors of the NHS have shown interest in the availability of EHF and Patient Safety education via LU and CIEHF. Several NHS Trusts have identified weaknesses in their EHF and Patient Safety training (Derby and Burton Hospitals, London N and W Healthcare Trust, East of England, Dudley Group, Health Innovation Manchester and Allied Health Professions from HEE) and are looking for material</p>

	<p>immediately. They are seeking programmes which are accredited, from recognised industry experts and can be easily monitored through the HEE platform and the ESR reporting. The LU group have been collaborating with the RCN to develop a similar launch to this for their members. This proposal covers the first in a series of progressive learning programmes that will support attendees to achieve the Technical Specialist award. This first module '<i>Human Factors/Ergonomics (Safety Science) for Patient Safety: Level 1 – Understanding</i>' is a one-hour e-learning module that has been accredited by both the CIEHF and UK CPD. It introduces the student to the use of HF/E as an approach ('way of thinking') to patient safety.</p> <p>The aim of this collaboration is to allow HEE to use the 1-hour Level 1 module on their Learning Management System to support the education of large numbers of health care employees with a better understanding of HF/E and its applications with patient safety.</p>
8. Term	The Terms Shall commence on 1 July 2021 and the Expiry Date shall be 30 June 2022. After the first 10 months of the Contract the Parties shall undertake a review of the relationship with a view to proposing an extension to the Contract Term. Any extension shall be subject to additional Charges to be agreed by the Parties in writing.
9. Charges	£10,000 excluding VAT representing a One Year license to use the introductory module for 12 Months.
10. Payment	<p>Invoices are to be submitted and paid in accordance with clause 8 and must be sent, quoting a valid purchase order number (PO Number), to:</p> <p>Email with a PDF copy attached to: [REDACTED]</p> <p>Or post to:</p> <p>Health Education England T73 Payables F485 Phoenix House Topcliffe Lane Tingley Wakefield WF3 1WE</p> <p>Within 10 Working Days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>a) To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e., Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>b) If you have a query regarding an outstanding payment, please contact our Accounts Payable section either by email to</p>

	<p>c) [REDACTED]</p> <p>d) or by telephone [REDACTED]</p> <p>e) between 09:00-17:00 Monday to Friday.</p>		
<p>11. Buyer Authorized Representative (s)</p>	<p>For general liaison your contract will continue to be [REDACTED]</p> <p>or, in their absence, [REDACTED]</p>		
<p>12. Address for notices</p>	<table border="0"> <tr> <td data-bbox="568 510 1027 949"> <p>Buyer:</p> <p>[REDACTED]</p> <p>Health Education England 1st Floor, Blenheim House Duncombe Street Leeds LS1 4PZ</p> <p>Attention: Quality Transformation Lead and Patient Safety Lead</p> <p>Email: [REDACTED]</p> </td> <td data-bbox="1046 510 1388 949"> <p>Supplier:</p> <p>[REDACTED]</p> <p>Loughborough University Ashby Road Loughborough LE11 3TU</p> <p>Attention: Project</p> <p>Email: [REDACTED]</p> </td> </tr> </table>	<p>Buyer:</p> <p>[REDACTED]</p> <p>Health Education England 1st Floor, Blenheim House Duncombe Street Leeds LS1 4PZ</p> <p>Attention: Quality Transformation Lead and Patient Safety Lead</p> <p>Email: [REDACTED]</p>	<p>Supplier:</p> <p>[REDACTED]</p> <p>Loughborough University Ashby Road Loughborough LE11 3TU</p> <p>Attention: Project</p> <p>Email: [REDACTED]</p>
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Annex A

Background

There has been a history of collaboration between Health Education England (HEE) and Loughborough University (LU) since 2015 regarding the development of the various learning packages to support patient safety initiatives and the introduction of Human Factors/Ergonomics (HFE) as the recommended safety science approach. LU, the Chartered Institute of Ergonomics & Human Factors (CIEHF) and others have created a multistage learning pathway that will certificate healthcare staff in HF/E (professional competencies) and patient safety (National Patient safety Syllabus capabilities). This Technical Specialist (Healthcare) award (TechCIEHF) includes both a direct academic route (accredited postgraduate certificate) and an experiential pathway.

Many different sectors of the NHS have shown interest in the availability of EHF and Patient Safety education via LU and CIEHF. Several NHS Trusts have identified weaknesses in their EHF and Patient Safety training (Derby and Burton Hospitals, London N and W Healthcare Trust, East of England, Dudley Group, Health Innovation Manchester and Allied Health Professions from HEE) and are looking for material immediately. They are seeking programmes which are accredited, from recognised industry experts and can be easily monitored through the HEE platform and the ESR reporting. The LU group have been collaborating with the RCN to develop a similar launch to this for their members.

1. THIS PROPOSAL COVERS THE FIRST IN A SERIES OF PROGRESSIVE LEARNING PROGRAMMES THAT WILL SUPPORT ATTENDEES TO ACHIEVE THE TECHNICAL SPECIALIST AWARD. THIS FIRST MODULE *'HUMAN FACTORS/ERGONOMICS (SAFETY SCIENCE) FOR PATIENT SAFETY: LEVEL 1 – UNDERSTANDING'* IS A ONE-HOUR E-LEARNING MODULE THAT HAS BEEN ACCREDITED BY BOTH THE CIEHF AND UK CPD. IT INTRODUCES THE STUDENT TO THE USE OF HF/E AS AN APPROACH ('WAY OF THINKING') TO PATIENT SAFETY.
2. THE AIM OF THIS COLLABORATION IS TO ALLOW HEE TO USE THE 1-HOUR LEVEL 1 MODULE ON THEIR LEARNING MANAGEMENT SYSTEM TO SUPPORT THE EDUCATION OF LARGE NUMBERS OF HEALTH CARE EMPLOYEES WITH A BETTER UNDERSTAND
3. ING OF HF/E AND ITS APPLICATIONS WITH PATIENT SAFETY.

Service being purchased:

As per our previous discussions the service proposed is:


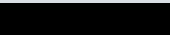

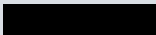
- HEE will be allowed under license use the introduction module '*Human Factors/Ergonomics (Safety Science) for Patient Safety: Level 1 – Understanding*' as part of the HEE e-Learning suite of programmes.
- The term of the license shall be 12 months 1 July 2021 to 30 June 2022.
- LU will provide the equivalent of 1 day's support for the module launch on the HEE LMS. Any additional support days shall be mutually agreed between the parties and shall be charged by LU to HEE as consultancy days.
- HEE will provide the certificate of learning for the HEE attenders via the HEE e-learning platform.
- HEE will provide LU with the numbers of people having attended and gained the certification (each 3/12).
- The cost of this initial agreement will be £10,000 for the first year plus VAT.
- After the first 10 months of the contract a review will be required to extend the contract timeframe.

All purchases under license will be subject to the conditions agreed with the Loughborough Commercialisation Team and the Legal Services team. This arrangement does not include exclusivity to the use of the product or further financial opportunities for LU.

Annex B

One year license to use the introductory module for 12 months. £10 000 plus VAT.

The Short form Contract

Signed for and on behalf of the Supplier Loughborough University	Signed for and on behalf of the Buyer Health Education England
Name:  Job Title: Head of Legal Services	Name:  Job Title: Head of Quality and Patient Safety
Date: 2 July 2021	Date: 16 July 2021
Signature: 	Signature: 

Short form Terms

4. Definitions used in the Contract

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

"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: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) 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;
"Buyer"	means the entity identified in Section 3 of the Order Form, being Health Education England;
"Data Protection Legislation"	(i) the GDPR (ii) the Data Protection Act 2018 and; (iii) all applicable Law about the processing of personal data and privacy;
"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;

The Short form Contract

"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:
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679);
"Good Industry Practice"	standards, practices, methods and procedures conforming to the law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"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;
"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;
"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;
"Request Information"	for 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);
"Supplier"	means the entity identified in Section 4 of the Order Form, being Loughborough University;
"Term"	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 by the parties in accordance with the Contract Form or terminated in accordance with the terms and conditions of

- "VAT"** the Contract;
means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
- "Working Day"** means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

5. Understanding the Contract

In the Contract, unless the context otherwise requires:

- 5.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 5.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 5.3 the headings in this Contract are for information only and do not affect the interpretation of the Contract;
- 5.4 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
- 5.5 the singular includes the plural and vice versa;
- 5.6 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
- 5.7 the word 'including', "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation".

6. How the Contract works

- 6.1 The Order Form is an offer by the Buyer to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.
- 6.2 The Supplier is deemed to accept the offer in the Order Form when the Buyer receives a copy of the Order Form signed by the Supplier.

7. What needs to be delivered

- 7.1 The Supplier must provide Deliverables: (i) in accordance with the Order Form; (ii) to a professional standard; (iii) using reasonable skill and care; and (iv) using Good Industry Practice.
- 7.2 The Supplier does not warrant that (i) the Deliverables will be free of faults, omissions, errors or 'bugs' and (ii) the Deliverables will meet any of the Buyer's requirements. The Supplier excludes and expressly disclaims all express and implied warranties or conditions not stated in the Contract so far as such exclusion or disclaimer is permitted under the applicable law. The Buyer takes and uses the Deliverables on an "as is" basis and uses the Deliverables at its own risk.
- 7.3 Without limiting the generality of clause 7.2, the Buyer acknowledges and shall procure that the Individuals (as defined in clause 11) are aware and accept that information in the Deliverables is for guidance only and should not be treated as a substitute for medical advice. The information provided in the Deliverables is designed to enhance knowledge and understanding of Individuals in the area of human factors and ergonomics for patient safety. The Supplier cannot accept liability for adverse effects sustained when following guidance contained in the Deliverables. The Buyer acknowledges and shall procure that the Individuals are aware that the Supplier is not a medical facility and information contained in the Deliverables should not be used to treat or diagnose medical conditions of any kind.

8. Pricing and payments

- 8.1 In exchange for the Deliverables, the Supplier shall upon execution of the Contract and within thirty (30) days of receipt of the Supplier's valid invoice for the same, the Buyer shall pay to the Supplier the sum of £10,000 in pounds sterling as a non-refundable payment for the Deliverables.
- 8.2 All Charges:
- (a) exclude VAT, which is payable on provision of a valid VAT invoice;
 - (b) include all costs connected with the supply of Deliverables.
- 8.3 The Buyer must pay the Supplier the charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the Order Form.
- 8.4 A Supplier invoice is only valid if it:
- (a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer;
 - (b) includes a detailed breakdown of Deliverables which have been delivered (if any).

9. Record keeping and reporting

- 9.1 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.

- 9.2 The Supplier shall use its reasonable endeavours to allow any auditor appointed by the Buyer access to their premises during normal business hours and on reasonable notice to verify all contract accounts and records of everything to do with the Contract and provide copies for the audit.

10. Rights and protection

- 10.1 The Supplier warrants and represents that:

- (a) it has full capacity and authority to enter into and to perform the Contract;
- (b) the Contract is executed by its authorised representative; and
- (c) it is a legally valid and existing organisation incorporated in the place it was formed.

11. Intellectual Property Rights (IPRs)

- 11.1 Each Party keeps ownership of its own Existing IPRs. The Supplier grants to the Buyer a non-exclusive, royalty-free, irrevocable licence to use and sub-license the Supplier's Existing IPR to enable it and its sub-licensees to receive and use the Deliverables.

- 11.2 For the avoidance of doubt, the licence granted by the Supplier to the Buyer pursuant to clause 11.1 shall be limited to the territory of England and Wales and any sub-licence shall be granted only to individuals that have access to the Buyer's education systems and entitled to access the Deliverables (**Individuals**). All editorial rights to the Deliverables remain the exclusive ownership of the Supplier.

- 11.3 The Buyer will not and, where relevant, shall procure that the Individuals will not:

- (a) sell, loan, hire, give or otherwise make the Deliverables available to any third party or allow the sale, letting, hire or other exploitation of the Deliverables by any third party and the term "third party" shall include but is not limited to any holding, ultimate holding, subsidiary or associate company with which the Buyer is related;
- (b) make copies of the Deliverables; or
- (c) remove, alter, delete or otherwise interfere with any copyright or similar notices attached to, incorporated in, contained or otherwise linked to the Deliverables.

- 11.4 The Buyer shall notify the Supplier, at the earliest opportunity, of any unauthorised use of the Deliverables that comes to the Buyer's and/or any Individual's attention.

- 11.5 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 11 or otherwise agreed in writing.

12. Ending the contract

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

- 12.2 Either Party can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.

12.3 Ending the Contract without a reason

Either Party has the right to terminate the Contract at any time without reason or liability by giving the other Party not less than 90 days' written notice and if it's terminated clause **Error! Reference source not found.** to 12.5(f) applies.

12.4 When either Party can end the Contract

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

12.5 What happens if the Contract ends

Where either Party terminates the Contract all of the following apply:

- (a) the Buyer must promptly pay any outstanding charges incurred to the Supplier;
- (b) the Buyer must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated;
- (c) the Buyer must immediately return the Deliverables to the Supplier and undertakes to delete or put beyond use any links giving access to the Deliverables or any other channels through which the Deliverables could be accessed that are under the Buyer's control and procure that the Individuals shall do the same;
- (d) all licences granted pursuant by the Supplier under the Contract shall immediately cease;
- (e) termination or expiry of the Contract, for any reason, shall be without prejudice to the rights and liabilities of either Party which may have accrued on or at any time up to the date of termination. Nothing in the Contract shall be interpreted to impose on any of the Parties an obligation to enter any other licence or agreement;
- (f) 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.

13. How much you can be held responsible for

13.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) shall not exceed the total Charges paid or payable to the Supplier.

13.2 No Party is liable to the other for:

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

13.3 In spite of clause 13.1, neither Party limits or excludes any of the following:

- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
- (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
- (c) any liability that cannot be excluded or limited by law.

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

14. What you must keep confidential

14.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract;
- (c) immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

14.2 In spite of clause 14.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:

- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the disclosing Party's Confidential Information;
- (f) to its auditors or for the purposes of regulatory requirements;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis;
- (h) 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.

14.3 Either Party may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to its employees, agents, consultants and contractors;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Party transfers or proposes to transfer all or any part of its business to;
- (c) if the Party (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament;
- (e) under clauses 15.

14.4 For the purposes of clauses 14.2 to 14.3 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 14.

14.5 Information which is exempt from disclosure by clause 15 is not Confidential Information.

14.6 Neither Party shall make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the other Party.

14.7 The obligations of confidentiality contained in this clause 14 shall continue for a period of five (5) years from the date of disclosure.

15. When you can share information

15.1 Either Party must tell the other within 48 hours if it receives a Request for Information.

15.2 Within the required timescales each Party must give the Party receiving the Request for Information full co-operation and information needed so the Party receiving the Request for Information can:

- (a) comply with any Freedom of Information Act (FOIA) request;
- (b) comply with any Environmental Information Regulations (EIR) request.

16. Invalid parts of the contract

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

17. No other terms apply

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

18. Other people's rights in a contract

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

19. Circumstances beyond your control

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

- (a) provides written notice to the other Party;
- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

19.2 Either party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

19.3 Where a Party terminates under clause 19.2:

- (a) each party must cover its own losses;
- (b) clause 12.5 applies.

20. Relationships created by the contract

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

21. Giving up contract rights

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

22. Transferring responsibilities

22.1 Neither party shall assign, transfer, mortgage, charge, share or part with any of its rights, duties, or obligations granted by this Contract without the prior written consent of the other party.

23. Changing the contract

23.1 Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties.

24. How to communicate about the contract

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

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

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

25. Compliance with Laws

25.1 Neither Party shall:

- (a) commit any offence pursuant to the Bribery Act 2010;;

- (b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Party 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.

25.2 Each Party 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 25.1 and any fraud in connection with the Contract and shall notify the other Party immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.

25.3 If either Party engages in conduct prohibited by clause 25.1 or commits fraud in relation to the Contract the non-defaulting Party may:

- (a) terminate the Contract and recover from the defaulting Party the amount of any loss suffered by the non-defaulting Party resulting from the termination; or
- (b) recover in full from the defaulting Party any other loss sustained by the non-defaulting Party in consequence of any breach of this clause.

25.4 Each Party shall comply with the Data Protection Legislation. Breach of this clause 25.4 shall be deemed to be a material breach which is irremediable.

26. Equality, diversity and human rights

26.1 Each Party must follow all applicable equality law when they perform their obligations under the Contract, including:

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

26.2 Each Party must take all necessary steps, and inform the other Party 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.

27. Resolving disputes

27.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute.

27.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. To initiate the mediation a Party must give notice in writing to the other Party requesting a mediation. A copy of the request should be sent to CEDR. The mediation will not start later than thirty (30) days after the date of such notice.

27.3 Neither Party may commence any court proceedings in relation to any dispute arising out of this Contract until it has attempted to settle the dispute by mediation and either the mediation has terminated or a Party has failed to participate in the mediation, provided that the right to issue court proceedings or apply for an interim injunctive relief is not prejudiced by a delay.

27.4 The Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- (a) determine any dispute or claim;
- (b) grant interim remedies;
- (c) grant any other provisional or protective relief.

28. Which law applies

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