Department
for Environment
Food & Rural Affairs

Conditions of Contract

Short Form Enhanced

October 2021

C21915 Development and Expansion of Existing Food Price Modelling System

Content

Department
for Environment
Food & Rural Affairs

Defra Group Commercial
2 Marsham Street
London
SW1P 4DF

[redacted]
www.gov.uk/defra

University of Exeter
Streatham Campus Northcote House
Exeter EX4 4QJ

Date: 01 December 2023

Our Ref: C21915

[redacted]

Dear [redacted]

Provision of Development and Expansion of Existing Food Price Modelling System

Following your tender/ proposal for the supply of Development and Expansion of Existing Food Price Modelling System to Defra, we are pleased confirm our intention to award this contract to you.

The attached Order Form, Conditions of Contract and Annexes set out the terms of the contract between Defra 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 the Order Form in the Authority's eSourcing system, Atamis, within 5 days from the date of this letter, which will create a binding contract between us. 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 the Order Form to be countersigned so that you have a signed copy of the Order Form for your records.

Yours faithfully,

[redacted]
Defra group Commercial
[redacted]

Order Form

1. Contract Reference	C21915
2. Date	01 December 2023
3. Authority	The Secretary of State for Environment, Food and Rural Affairs of 2 Marsham Street, London, SW1P 4DF
4. Supplier	The University of Exeter of Streatham Campus Northcote House, Exeter, EX4 4QJ
[redacted]	[redacted]
6. The Contract	The Supplier shall supply the deliverables described below on the terms set out in this Order Form and the attached condition of contract ("Conditions") and any Annexes. Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meaning as in Conditions. In the event of any inconsistency between the provisions of the Order Form, Conditions and Annexes, the inconsistency shall be resolved by giving precedence in the following order: 1. Order Form, Short Form Terms, Annex 2 Specification and Annex 3 Charges with equal priority 2. Annex 4 Tender Submission Addendums 1, 2 and 3 appended to this Contract are for information only and were submitted as part of the wider Tender Submission for evaluation by the Authority. Please do not attach any supplier terms and conditions to this Order Form as they will not be accepted by the Authority and may delay conclusion of the Contract.
7. Deliverables	Services set out in Annex 2 Specification and Annex 4 Tender Submission. Services will be performed at the suppliers premises.
8. Specification	The specification is set out in Annex 2 Specification.
9. Term	The Term shall commence on 04 December 2023 and the Expiry Date shall be 20 December 2025, unless it is otherwise or terminated in accordance with the terms and conditions of the Contract. The Authority may extend the Contract for a period of up to 6 ("six") months by giving not less than 1 ("one") months' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.
10. Charges	The Charges for the Deliverables / Services are set out in Annex 3 Charges.
11. Payment	All invoices should be sent electronically, quoting a valid Purchase Order (PO) to: [redacted]

	[redacted] Within 10 (“ten”) working days of receipt of your countersigned copy of this Order Form, the Authority will send you a unique PO number. You must be in receipt of a valid PO before submitting an invoice. To avoid delay in payment it is important that the invoice is compliant with Annex 3 Charges. Non-compliant invoices will be returned to the Supplier, which may lead to a delay in payment. If you have a query regarding an outstanding payment, please contact the Authorities Authorised Representative(s) (see 11 (“eleven”) of Order Form).	
12. Authority Authorised Representative(s)	For general liaison, your contact will be [redacted]	
13. Address for notices	**Authority** [redacted]	**Supplier** [redacted]
14. Key Personnel	**Authority** [redacted]	**Supplier** [redacted]
15. Procedures and Policies	For the purposes of the Contract, the details of procurement relevant procedures and policies are outlined in these terms and conditions. For the avoidance of doubt, if other policies of the Authority are referenced in the Conditions and Annexes, those policies will also apply to the Contract on the basis described therein. The Supplier shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.	

16. Limitation of Liabilities	Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than £3,000,000 (three million pounds) as specified in the Order Form.
17. Insurance	The Supplier shall hold the following insurance cover from the commencement date for the duration of the Contract and continuing 3 years after the Expiry Date in accordance with this Order Form. • Professional Indemnity insurance with cover (for a single event or multiple with an aggregate) of not less than £3,000,000.00 (three million pounds); • Public Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £5,000,000.00 (five million pounds); • Employers Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £1,000,000.00 (one million pounds); • Product Liability insurance is not required under the conditions of this Contract.

Signed for and on behalf of the Supplier:	Signed for and on behalf of the Authority:
[redacted]	

Annex 1 – Authorised Processing (template only – not used)

Contract:	[XXXX]
Date:	
Description Of Authorised Processing	Details
Subject matter of the processing	
Duration of the processing	
Nature and purposes of the processing	
Type of Personal Data	
Categories of Data Subject	

Annex 2 – Specification

Background

There is a need for Defra to better understand the impact of food price changes on consumer health and welfare, which has become more pressing in light of increasing pressures from modern society. The global impact of the COVID-19 pandemic, the United Kingdom's (UK) exit from the European Union (EU) and the war in Ukraine has contributed to increased food price volatility in the UK. November 2022 saw year-on-year food price inflation rise to the highest level since the 1970s.

Defra's UK Food Security Report (2021) [1]indicated low-income households are more affected by food price increases as they tend to spend a larger proportion of their household expenditure on food products. In addition, other pressures on household budgets such as increasing energy prices has increased the need for Defra and other Government departments to better understand the impact it is having on affordability. It has also led to discussions on the interventions needed by Government along with the potential effectiveness of different policy options designed to manage the impact of food price volatility on the population (e.g., VAT changes).

Moreover, the report highlighted a lack of evidence of the extent to which food price rises affect dietary habits. Whilst food prices are normally fairly "sticky", the periods of volatility as seen in 2007/08, 2010/11 and 2022/23 requires Defra to update its current food price modelling system and develop an enhanced analytical framework to be able to better inform policies and interventions aimed at food affordability and food accessibility. The existing models are limited in answering some of the "so what" and "what if" questions that arise from food price movements and their impacts on households and the economy.

Aims

The central purpose of this project is to develop a single food pricing model combining the current food price and elasticities modelling frameworks and expand the research landscape to understand the drivers of food affordability, accounting for the heterogeneity across household types and groups.
The model should allow Defra to test different types of scenarios (the 'what if' questions) and measure the impacts of food price increases (the 'so what' questions) on different household types and vulnerable groups. This will help to ensure that the rationale for Government interventions and feasibility of potential policy considerations arising from market failures or inequities will be based on sound and credible evidence.

Objectives

1. To make an incremental improvement to the accuracy and usefulness of the current food price modelling systems by using the most updated data sets provided by the Authority (unless tenderers are a market research, market data and marketing consulting agency, then you will need to provide your own data set at your own cost – see Data Requirements and Sharing).

2. To identify the impacts of food price movements on household affordability, welfare, and dietary habits through the creation of an analytical model.

3. To analyse the effects of food price movements on consumer behaviour amongst economically and socially disadvantaged groups in England.

4. Upon provision of a list of options by Defra, to prioritise possible options for policy interventions targeted at food affordability and accessibility.

[1] United Kingdom Food Security Report 2021 - GOV.UK (www.gov.uk)

5. To produce a variant of the current food price modelling system to analyse the impact of food price drivers in a period of heightened food price volatility.

6. To improve functionality of the modelling system to produce results on sector-led basis, thus improving granularity of data.

Defra is seeking tenderers to maximise value for money in this project. Defra has an allocated budget for this work between £140,000 - £180,000 (excluding VAT), with the upper range value being a hard limit, and tenderers should use this range to guide costing proposals to deliver the above objectives. If tenderers anticipate the viability of the project will be significantly restricted as a result of Defra's budget, you should use the clarifications procedure via our e-Sourcing system to raise concerns.

Outcomes

The successful Contractor will create a model to help analysts measure the impact of food price movements on different households as well as impact on service sectors, such as Catering and Hospitality, and Wholesalers.

Specifically, the Contractor will support Defra to:

- Develop quantifiable measures and determinants of affordability through creation of a developed analytical model.
- Improve the accuracy and usefulness of current modelling systems by updating the food price drivers' data and framework to the most current data sets available.
- Analyse the effects of food price movements on consumer behaviour amongst economically and socially disadvantaged groups.
- Produce a variant of the current food price modelling system to analyse the impact of food price drivers in a period of heightened food price volatility.
- Improve functionality of the modelling system to produce results on sector-led basis, thus improving granularity of data.

We do not anticipate that the successful tenderer would create an entirely new technical framework to complete this work – and would instead expect that they will work from the existing econometric framework, demonstrating novel thinking and creativity in order to deliver the objectives set out above.

Defra requires the codes used, by the successful Contractor, to update the current food price modelling system and generate the new food price modelling system, as well as the codes to bring the source data set into the format required by the model. The code will then be used to update the model with updated data sets which Defra can access in the future – to create a dynamic rather than a static modelling framework. This will be provided to Defra via a demonstration/training workshop, and technical report at agreed timescales with Defra.

The model will be used by Defra staff, so should be relatively simple to operate and interpret, and easily updatable. This will require the model and code to be appropriately documented. Defra would prefer the model to be coded in R, but we would potentially agree to use different software for coding purposes if compatible with Defra's IT systems and does not result in significant licensing fees for Defra. The software compatibility will be checked with Defra IT services prior to any undertaking by the Contractor. The successful Contractor will need to demonstrate the model at a virtual workshop with Defra users.
Defra will set milestones for delivery of outputs at fixed times during the length of the contract to be agreed with the successful Contractor. Defra will require samples of outputs to quality assure (QA) and provide feedback. This feedback should then be incorporated by the successful Contractor into the final product. The QA sampling may reduce as the successful Contractor becomes more familiar with the process.

Timescales

The contract is expected to be awarded in Autumn 2023. All outputs must be completed and received by Autumn 2025.
At the discretion of the Authority, a 6-month extension to the contract may be granted for delivery at no additional cost to the Authority.

Proposed Programme of Work

Below is a provisional programme of work; however, we would like for interested tenderers to propose their own deliverables breakdown in line with our expected contract start and end dates.

Deliverables		**Completion Date**
1	Inception meeting – set up by the successful Contractor to discuss approach, refine scope and answer any queries.	Indicative Timeline: Autumn 2023 – Autumn 2025 We would like for interested Contractors to propose their own milestone breakdown in line with our indicative timeline; however, we would like for Deliverable 2 to be complete within the first 12 weeks from inception.
2	Delivery of updated current modelling system	
3	Delivery of draft final report and new model	
4	Presentation and discussion of draft final report and model	
5	Workshop and training for Defra users of the model	
6	Final report and model	

Within your proposal, tenderers should clearly and fully describe the proposed programme of work, demonstrating how they will meet the project objectives and deliver the project outputs within the required timeframe. Tenderers should identify any anticipated difficulties or constraints in meeting the project objectives and output timetable and propose solutions for overcoming these. Actions where Defra is expected to contribute should also be identified.

Project Management

Inception

The successful Contractor must arrange a virtual start up meeting at the project inception. During the inception meeting, the choice of analytical approach to estimate the food affordability system will be reviewed and refined.

Reporting

The Contractor should keep Defra informed on project progress and flag any delivery risks or limitations at **monthly progress meetings**, and through ad hoc phone calls and regular emails. Any unforeseen issues arising in the course of the contract must be raised with Defra's Project Manager as early as possible to facilitate prompt resolution.

The successful Contractor will be expected to present the initial findings of their research and progress towards agreed milestones.

At the final stages of the contract, the successful Contractor will be expected to present Defra with their final quality-assured results, and use of the new model, so that Defra can update the modelling system in the future. The Contractor will also be expected to facilitate a training workshop on the model for Defra colleagues.

Output delivery and QA checkpoints. Set milestones to be agreed between Defra and the successful Contractor for delivery of agreed outputs.

Final Month of contract – Modelling system with all outputs and report to be submitted by the successful Contractor to Defra via email. This will be reviewed by Defra before signoff. **The report will be published by Defra and not the Consultant.**

Data Set Requirements and Sharing

This procurement is open to all interested suppliers, including organisations who have and can use their own data set at their own cost to deliver this requirement. If, however, you do not have your own data set and will require access to a data set to deliver this requirement, Defra can disclose a data set but under the following conditions:

Preface

The Intellectual Property Rights (IPR) of the data set that Defra may disclose to the successful supplier for the purpose of this project belongs to a third party (the "Data Provider") and is subject to strict confidentiality and sharing arrangements reflecting requirements set out in an existing contract Defra has with the Data Provider.

The Data Provider has to provide their consent to a Third-Party having access to their data set – a matter that lies beyond the control of Defra – and hence the successful supplier will be required to accept and sign the Third-Party Agreement (TPA) as a mandatory requirement of this procurement upon a successful bid, where they need access to the Data Provider's data set. Failure to do so will disqualify an organisation from this competition. Upon receipt of the signed TPA, the Authority will issue the contract for signature. For the avoidance of doubt this does not apply should you have your own data set and do not require the data set from the Data Provider.

Should you require use of the Data Provider's data set, a copy of the TPA can be made available upon request through a confidential bidder clarification. This will be a redacted version and a the full TPA for signature will be issued to the Consultant upon award.

Conditions for Use of Data set disclosed by Defra

(a) the successful Consultant appointed by Defra for this project cannot be a Competitor of the Data Provider, therefore, all tenderers must provide a statement outlining the main type of work undertaken by their organisation. **Defra cannot disclose the data set from the Data Provider with market research, market data and marketing consulting agencies. An organisation of this nature would be eligible to tender for this requirement but only they are not looking to use any of the data set and or IPR provided by the Data Provider, or any External New Intellectual Property Rights (IPR) created under this contract and instead they will bring their own data set for use in this project at their own cost.**

(b) Consent from the Data Provider to sharing the data set, such consent is outside of the control of Defra.

(c) Defra, the Data Provider and the Consultant will enter into a Third-Party Agreement which mirrors the data sharing, confidentiality and publishing obligations set out in original contract for the data set purchase.

Publication

Defra will manage the publication of any public statements made in relation to this contract.

There could also be a delay between the project end date and publication of the final report while Defra undertakes its internal quality assurance processes, which could possibly include an independent peer review organised by Defra; however, the Consultant will be responsible for making relevant suggested edits. There will also likely be a delay as the final report is amended for accessibility requirements and to meet associated requirements of the TPA.

Sustainability and Social Value

Following a review of its outsourcing processes in 2018, government committed to extend the requirements of the Public Services (Social Value) Act (2012) in central government to ensure that all procurements explicitly evaluate social value, where appropriate, rather than just consider it.

Social value has a lasting impact on individuals, communities and the environment. Government has a huge opportunity and responsibility to maximise economic, social and environmental wellbeing effectively and comprehensively through its commercial activity and as a central government body, Defra is committed to delivering greater Social Value and impact through our procurement activities and operational processes.

Tackling economic inequality

We use the Social Value Model, which sets out five priority themes linked to key policy outcomes, to drive economic, social and environmental benefits beyond core contractual deliverables. For this contract, **Theme 2 – Tackling economic inequality, with a specific focus on Policy Outcome: Create new businesses, new jobs and new skills** has been identified as the most relevant theme with opportunity to support government focus on jobs and skills to help narrow disparities between communities.

Tenderers should consider and attempt to demonstrate whether any training, education, employment or in-work progression can be offered within this contract to create opportunities for or encourage new entrants into the economic research profession and services or help those within the contract workforce to move into higher paid work by developing new skills relevant to the contract.

It is important to note that Defra is looking to see what **additional** activities (which do not increase contract cost) that your organisation will implement specific to this contract and generate value beyond the main project outputs. We are **not** looking for a description of activities that are already being delivered at a broader organisational level. You may deploy existing policy/programmes, but you must demonstrate the specific commitment you will make to the contract (how it will be deployed). This could involve the way you will use this contract to raise awareness and promote action to tackle workforce inequality and skill gaps.
The commitments you present in response to E07 should be SMART – Specific, Measurable, Achievable, Realistic and Timebound.

Evaluators will assess and score the quality of your response against the selected policy outcome at evaluation stage, in the same way (using the scale 0-100 outlined below) as they will for the evaluation criteria designed to assess quality. We are looking for tenderers to:

1. Demonstrate your understanding of the Model Award Criteria (MAC) and sub-criteria set out in the evaluation criteria. This includes providing a qualitative method statement on delivery. We are not expecting tenderers to deliver all the sub-criteria, we want you to make a relevant and proportionate offer. When evaluating we will be focusing on the quality, not quantity, of your response.

2. Highest marks will be awarded for SMART (Specific, Measurable, Achievable, Realistic and Timebound) commitments that demonstrate:

    - Understanding of the Policy Outcome (or the steps you will take to do so).
    - How your offer will meet the Policy Outcome.
    - A robust implementation plan that provides the Authority with confidence of delivery.

Further information and illustrative examples can be found via the following link: Social Value Model.

Evaluation Criteria

The tendering process seeks to determine the Most Economically Advantageous Tender (MEAT). The Authority will evaluate the Tenders using the tender evaluation criteria and weightings listed below.

Form of Tender – whilst not scored, if you do not upload a complete, signed, and dated Form of Tender (See Appendix 2) in accordance with the instructions in the eSourcing System, your tender will be rejected as non-compliant.

Evaluation of Responses will be undertaken by a panel appointed by the Authority. Each panel member will first undertake an independent evaluation of the Responses applying the relevant evaluation criteria for each question. Then, a moderation meeting will be held at which the evaluation panel will reach a consensus on the marking of each question.
The Quality/Price approach to this evaluation is a 70/30 split. The technical questionnaire will be scored using the following scale:

Descriptor	Score	Definition
Excellent	100	Addresses all the Authority's requirements with all the relevant supporting information set out in the Bidder Pack. There are no weaknesses and therefore the tender response gives the Authority complete confidence that all the requirements will be met to a high standard.
Good	70	Addresses all the Authority's requirements with all the relevant supporting information set out in the Bidder Pack. The response contains minor weaknesses and therefore the tender response gives the Authority confidence that all the requirements will be met to a good standard.
Moderate	50	Addresses most of the requirements with most of the relevant supporting information set out in the Bidder Pack. The response contains moderate weaknesses and therefore the tender response gives the Authority confidence that most of the requirements will be met to a suitable standard.
Weak	20	Substantially addresses the requirements but not all and provides supporting information that is of limited or no relevance or a methodology containing significant weaknesses and therefore raises concerns for the Authority that the requirements may not all be met.
Unacceptable	0	No response or provides a response that gives the Authority no confidence that the requirement will be met.

Each technical sub-criteria will be allocated a score of between 0-100 for the documented response, based on the award criteria above. The scores will be weighed against the quality sub-weighting, and a final quality score will be calculated.

The Authority requires tenderers to respond to the questions below, making sure you adhere to the page limits detailed in each section. Words submitted beyond these limits will not be evaluated as part of the tender response. Bidders should not cross reference information provided in each section as they will only be scored on the information requested and provided in each section.

All sections are mandatory and will be scored. The weighting given to each question is set out below as a percentage of the technical score available.

Quality

The Technical evaluation will account for 70% of the total score (this includes the Social Value element which represents 10% of the whole Evaluation, both Technical and Commercial). All questions have their respective weighting explained in the table below.

Tenderers must address all sub-criteria. All Tenderers will be assessed by the Authority's evaluation panel, against the evaluation criteria detailed below, all of which are mandatory requirements.

If minimum score thresholds are not met, to a response to one or more of questions E01 – E07 the Authority may reject the tender.

Quality Sub-Criteria Weightings		
Criteria	Requirement(s)	Weighting & Minimum Score
E01 Outline of Business	• Provide a statement outlining the main type of work undertaken by your organisation in line with **Conditions for Use of data set disclosed by Defra** as outlined under the Data Set Requirements and Sharing section. • Indicate whether you are or you are **not** a market research, market data or market consulting agency. You will be prompted to provide your response to this sub-criteria in our e-Sourcing system, Atamis. Please address both requirements in no more than 500 words / 2500 characters.	Pass/Fail
E02 Organisational Experience, Capability and Resources	This section should demonstrate your organisation's capability in delivering research projects that are relevant or comparable to this specification. To enable this assessment to be made, you must provide: • A copy of your data protection policy, confirm you are on the Information Commissions Register and share your registration Reference and confirm where your cloud servers are located (e.g., UK or Europe).A list of up to 5 references to relevant publications and or projects that your organisation has managed within the last 5 years. The Authority will not consider projects above the first 5 references, or projects that are provided without dates. • Provide an overview of relevant resources selected to deliver previous projects, including experience in undertaking evidence reviews, working with databases, digitising data and designing methodologies. • Provide evidence of the skills/capabilities that are critical to delivery of the project such as undertaking evidence reviews, experience working with databases, experience of econometric modelling, data consolidation, knowledge of digitising data, and undertaking stakeholder engagement. Your response must be a maximum of 2 side of A4, font size 12 + your data protection policy. Any responses exceeding 2 sides of A4 + your data protection policy will not be evaluated beyond the last page. Please upload a document with the filename: "E02 Your Company Name".	10% Minimum Score Threshold: 20 out of 100
E03 Understanding Project	This section should demonstrate: • An understanding of the aims and objectives of this project, including the rationale and policy context. • An awareness of the key issues/challenges involved in carrying out the research, achieving its aim and	16% Minimum Score

Quality Sub-Criteria Weightings		
Objectives	objectives and how key issues/challenges will be managed. • Provide a clear overview of how your recommended approach and method will address the research questions posed. • Describe your overall approach and how the elements of your proposed methodology link back to the research questions. • Original thoughts will score higher than copying sections from the ITT. Your response must be a maximum of 3 sides of A4, font size 12 (including diagrams). Any responses exceeding 3 sides of A4 will not be evaluated beyond the last page. Links to other documents will not be considered as part of your response e.g. links to published documents online. Please upload a document with the filename: "E03 Your Company Name".	Threshold: 20 out of 100
E04 Approach and Methodology	Satisfactory assurance that your proposed research approach and methodology will meet or exceed the requirements of the project as outlined in the specification. To enable this assessment to be made, you must provide: • Demonstrate your knowledge of relevant research approaches that could be used to and suggest an appropriate methodology that will deliver the full scope of requirements in the specification and how each element of the specification will be fulfilled. • Describe the methodology you will use to meet each of the projects aims and objectives, clearly setting out how each of the methodological elements will link together and answer the research questions. • Set out the risks associated with the methodological approach, including risk rating and proposed mitigation measures. Your response must be a maximum of 8 sides of A4, font size 12. Links to other documents will not be considered as part of your response e.g. links to published documents online. Please upload a document with the filename: "E04 Your Company Name".	40% Minimum Score Threshold: 50 out of 100
E05 Project Team	Please provide details of the proposed project team and team structure that you intend to use to deliver this project, including any sub-contractors and/or associates.	10% Minimum Score

Quality Sub-Criteria Weightings		
	To enable this assessment to be made, you must provide: • Attach CVs for all relevant staff who will be responsible in delivering the requirement (max 1 A4 sides per CV). • Provide a breakdown of the number of allocated days and the personnel (including grade/level) who will be working on this project. You must **not** include any commercial information here; we are purely seeking to understand the grade/level of staff delivering each task so we can assess whether this is appropriate. • An organogram showing a robust project team structure, indicating roles and responsibilities of individual team members to ensure the size and structure of the proposed project team is sufficient. • Identify the individual(s) who will have overall management responsibility for the research and nominate a representative available for day-to-day contact with the Authority's Project Manager. • If a consortium or sub-contraction is proposed, please provide a diagram of the consortium showing the roles and responsibilities of each member, and how they will be managed to ensure coordinated delivery of the work. Your response must be a maximum of 3 sides of A4 font size 12 + CVs. Links to other documents will not be considered as part of your response e.g. links to published documents online. Please upload a document with the filename: "E05 Your Company Name".	Threshold: 20 out of 100
E06 Project Management	Please outline how you will ensure that this project will be delivered on time and to the required quality. In addressing this criteria, your response should cover, as a minimum: • A description of how relationships will be established and maintained within the team and with the Authority (including change management, issues escalation and quality control). • A robust approach to project management with a description of how it will be implemented. • How your organisation plans to keep Defra informed of progress made and any difficulties encountered, as well as the level of input and guidance that the successful bidder will require from Defra's Project Manager. • A Gantt chart presenting milestones, deliverables, timelines and inter-dependencies between work streams, particularly sequencing of work, identification of the critical path and a float after each task. • Confirmation you have sufficient resource available to deliver the project on time and outline your contingency	10% Minimum Score Threshold: 20 out of 100

Quality Sub-Criteria Weightings		
	plans for unexpected absence or changes to key personnel to ensure minimal impact on the project's delivery or budget. • A clear risk register identifying project risks, cause, level of risk, likelihood of risk and action required to mitigate against the risk occurring. • Describe the level of input and guidance, if any, that you will require from the Authority • Describe how the third party data (if required) used to produce the model will be safely and securely disposed of. • Describe how the supplier will ensure there are no breaches of the TPA (if required). Your response to project management must be a maximum of 3 sides of A4, font size 12 + Gantt Chart + Risk Register. Links to other documents will not be considered as part of your response e.g. links to published documents online. Any responses exceeding 3 sides of A4 + Gantt Chart + Risk Register will not be evaluated beyond the last page. Please upload a document with the filename: "E06 Your Company Name".	
E07 Social Value	Assurances that delivery of the programme of work will create social value aligned to the selected Government's priorities, and as set out in the Social Value Model[2]. For this procurement the Authority has identified ***Theme 2: Tackling economic inequality*** as the most relevant social value model theme and requires tenderers to present the opportunities they have identified to support this theme in response to **E07.** This theme links to the ***Policy Outcome: Create new businesses, new jobs and new skills.*** **Model Award Criteria (MAC)** Your response should put forward measures to deliver the following benefit through this contract. Activities that support MAC 2.2 are elaborated on below within the sub-critiera: • MAC 2.2: Create employment and training opportunities in your organisation and delivery partner organisations (if applicable) to encourage new entrants into economic research profession and services, particularly for those who face barriers to employment. **Using a maximum of 3 pages, describe the commitment your organisation will make to ensure that**	14% Minimum Score Threshold: 20 out of 100

[2] https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940827/Guide-to-using-the-Social-Value-Model-Edn-1.1-3-Dec-20.pdf

Quality Sub-Criteria Weightings		

	opportunities under this contract deliver the Policy Outcome Award Criteria. Please include:
	• your 'method statement', stating how you will achieve this and how your commitment meets the MAC, and
	• a timed project plan, including how you will implement your commitment and by when and how you will monitor, measure and report on your commitments over the two year contract duration. You should include but are not limited to:
	  ○ timed action plan
	  ○ use of metrics
	  ○ tools/processes used to gather data
	  ○ reporting
	  ○ feedback and improvement
	  ○ transparency
	• identify and state how you will influence staff, suppliers, customers and communities (delivery partners) through the delivery of the contract to support the Policy Outcome.
	
	Sub-criteria for MAC 2.2 Employment
	Activities that demonstrate and describe tenderers existing or planned:
	• Your understanding of the barriers to employment for new entrants into the economic research profession and services.
	• Creation of employment opportunities particularly for those who face barriers to employment in the economic research profession and services, such as those from disadvantaged groups.
	• Other activities to support relevant sector related skills growth and sustainability in relation to the contract.
	• Support for educational attainment relevant to the contract, including training schemes that address skills gaps and result in recognised qualifications.
	• Measures to ensure equality and accessibility, without discrimination, to employment and workforce related opportunities on the contract, and promote them to be fully accessible.
	
	Reporting Metrics
	Example KPIs; however, tenderers may also propose their own Key Performance Indicators (KPIs) which will be incorporated into the Contract:
	• Number of employment opportunities created or retained under the contract, by UK region.
	• Number of training opportunities, including apprenticeships, (Level 2, 3, and 4+) created or retained under the	

Quality Sub-Criteria Weightings		
	contract, by UK region. • Number of volunteering or people-hours of learning interventions delivered under the contract (e.g., careers advice or mentoring [virtual or in person]). • Working towards or attainment of recognised workplace accreditation, such as Investors in People. Note: Links to other documents will not be considered as part of your response e.g. links to published documents online. Any responses exceeding 3 sides of A4 will not be evaluated beyond the last page. Please upload a document with the filename: "E07 Your Company Name".	

Commercial

Price will form 30% of the final score. Tenderers are required to complete the Pricing Schedule and Payment Schedule and submit this with their Tender. Prices should be submitted excluding VAT and will be evaluated excluding VAT.

Calculation Method

For both elements, providing the bidder has met any mandatory criteria and minimum quality thresholds, the total weighted scores are calculated as follows:

Technical (WT)

$$\left[\frac{\text{Bidder's Total Technical Score}}{\text{Highest Technical Score}} \times 100 = X \right] \text{ then } \left[\frac{\quad}{100} \times [\text{Weighting}] \right]$$

Commercial (WC)

$$\left[\frac{\text{Lowest Commercial Score}}{\text{Bidder's Total Commercial Score}} \times 100 = X \right] \text{ then } \left[\frac{X}{100} \times [\text{Weighting}] \right]$$

The Total Score (weighted) is then calculated by adding the Total Weighted Technical Score to the Total Weighted Commercial Score: **WT+WC**.

Annex 3 – Charges

Defined terms within this Annex:

E-Invoicing: Means invoices created on or submitted to the Authority via the electronic marketplace service.

Electronic Invoice: Means an invoice (generally in PDF file format) issued by the Supplier and received by the Authority using electronic means, generally email

1. **How Charges are calculated**

1.1 The Charges:

1.1.1 shall be calculated in accordance with the terms of this Annex 3; and

1.1.2 cannot be increased except as specifically permitted by this Annex.

1.2 Any variation to the Charges payable under the Contract must be agreed between the Supplier and the Authority and implemented using the procedure set out in this Annex.

2. **Are costs and expenses included in the Charges**

2.1 Except as expressly set out in Paragraph 3 below, the Charges shall include all costs and expenses relating to the provision of Deliverables. No further amounts shall be payable in respect of matters such as:

2.1.1 incidental expenses such as travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications charges; or

2.1.2 costs incurred prior to the commencement of the Contract.

3. When the Supplier can ask to change the Charges

3.1 The Charges will be fixed for the first year following the Start Date (the date of expiry of such period is a "**Review Date**"). After this Charges can only be adjusted on each following yearly anniversary (the date of each such anniversary is also a "Review Date").

3.2 The Supplier shall give the Authority at least 3 (“three”) Months' notice in writing prior to a Review Date where it wants to request an increase. If the Supplier does not give notice in time then it will only be able to request an increase prior to the next Review Date.

3.3 Any notice requesting an increase shall include:

3.3.1 a list of the Charges to be reviewed;

3.3.2 for each of the Charges under review, written evidence of the justification for the requested increase.

4. When the Charges are linked to inflation

4.1 Where the Charges are stated to be "subject to indexation" they shall be adjusted in line with the Office for National Statistics ("ONS") UK Average Weekly Earnings Index for Services[3] (*EARN01 Average Weekly Earnings - regular pay, Great Britain (seasonally adjusted), Services, SIC 2007 sections G-S*) or Consumer Price Index ("CPI"), whichever is lower, to reflect increases or decreases in the Consultants direct cost of delivering the Services, provided that the adjustment shall be made up to a maximum of the percentage increase in the ONS UK Average Weekly Earning Index for Services (*SIC 2007 sections G-S*) during the previous 12 ("twelve") months, which shall be capped at 6% ("six") or CPI, whichever is lower. All other costs, expenses, fees, or charges shall not be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or Sub-contractors of the performance of their obligations.

4.2 The Supplier shall give the Authority not less than one month's written notice from the date in clause 4.9 of the proposed adjustments to the Charges.

4.3 Any notice given under clause 4.2 shall include written evidence as the Authority may reasonably require demonstrating the increase in the Supplier's direct costs of delivering the Services including, but not limited to:

4.3.1 An explanation of why and how costs have increased;

4.3.2 An explanation of the ways in which the Supplier has sought to mitigate the impact of inflation; and

4.3.3 An explanation showing appreciation of how a price increase may affect the rest of the supply chain.

4.4 The Authority shall consider each request for a Charge adjustment. The Authority may grant approval to an adjustment at its sole discretion.

4.5 If an adjustment to the Charges is disputed, the Charges in force at the time of the adjustment request shall continue to apply pending determination of the dispute in accordance with clause 35 of the Conditions.

4.6 Any adjustment to the Charges following determination shall be deemed to apply with effect from the first Working Day following the date of the determination or such later date as the Authority may determine at its sole discretion ("Adjustment Effective Date") and paragraph 5 shall be updated accordingly.

4.7 Within 1 ("one") month of the Adjustment Effective Date:

---

3 https://www.ons.gov.uk/employmentandlabourmarket/peopleinwork/earningsandworkinghours/datasets/averageweeklyearningsearn01

4.7.1 The Authority shall pay the Supplier any outstanding sums due in respect of its purchases of Services from the Adjustment Effective Date together with any applicable VAT, or;

4.7.2 The Supplier shall refund the Authority for any excess amounts paid from the Adjustment Effective Date, and shall repay any VAT due to be repaid, as appropriate.

4.8 Charges shall not be indexed during the first year following from the Start Date.

4.9 Where paragraph 5 ("five") states that a Charge is subject to indexation then the Supplier may request that the Charge be indexed on the date which is 1 ("one") year after the Start Date and on each anniversary of such date (in each case the "Review Date") to reflect the percentage change in the ONS UK Average Weekly Earnings Index or CPI in the 12 ("twelve") months (decided as per paragraph 4.1). The Charge will be indexed using the most recently published ONS UK Average Weekly Earnings Index or CPI figure on the Review Date.

4.10 Where the CPI Index:

4.10.1 used to carry out an indexation calculation is updated then the indexation calculation shall also be updated unless the Authority and the Supplier agree otherwise;

4.10.2 is no longer published or no longer consider appropriate by the Authority acting reasonably, the Authority and the Supplier shall agree a fair and reasonable replacement.

5. Rates and Prices

The prices (Charges) are detailed in Annex 4 Tender Submission. Should indexation adjustments be made the relevant Contract Change Note will supersede Annex 4.

6. Currency

All Supplier invoices shall be expressed in sterling or such other currency as shall be permitted by the Authority in writing.

7. Variations

The Authority may make reasonable changes to its invoicing requirements during the Term after providing 30 calendar days written notice to the Supplier.

8. Electronic Invoicing

8.1 The Authority shall accept for processing any electronic invoice that it is valid, undisputed and complies with the requirements of the Authority's e-invoicing system:

8.2 The Supplier shall ensure that each invoice is submitted in a PDF format and contains the following information:

8.2.1 the date of the invoice;

8.2.2 a unique invoice number;

8.2.3 the period to which the relevant Charge(s) relate;

8.2.4 the correct reference for the Contract

8.2.5 a valid Purchase Order Number;

8.2.6 the dates between which the Deliverables subject of each of the Charges detailed on the invoice were performed;

8.2.7 a description of the Deliverables;

8.2.8 the pricing mechanism used to calculate the Charges (such as fixed price, time and materials);

8.2.9 any payments due in respect of achievement of a milestone, including confirmation that milestone has been achieved by the Authority's Authorised Representative

8.2.10 the total Charges gross and net of any applicable deductions and, separately, the amount of any reimbursable expenses properly chargeable to the Authority under the terms of this Contract, and, separately, any VAT or other sales tax payable in respect of each of the same, charged at the prevailing rate;

8.2.11 a contact name and telephone number of a responsible person in the Supplier's finance department and/or contract manager in the event of administrative queries; and

8.2.12 the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number);

8.3 The Supplier shall submit all invoices and any requested supporting documentation through the Authority's e-invoicing system or if that is not possible to: Shared Services Connected Ltd, PO Box 790, Newport, Gwent, NP10 8FZ; with a copy (again including any supporting documentation) to such other person and at such place as the Authority may notify to the Supplier from time to time.

8.4 Invoices submitted electronically will not be processed if:

8.4.1 The electronic submission exceeds 4mb in size

8.4.2 Is not submitted in a PDF formatted document

8.4.3 Multiple invoices are submitted in one PDF formatted document

8.4.4 The formatted PDF is "Password Protected"

Annex 4 – Tender Submission

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Short Form Terms

1. Definitions used in the Contract

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

"Authority"	means the authority identified in paragraph 3 of the Order Form;
"Authority 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 Authority's confidential information, and which: i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or b) any Personal Data for which the Authority is the Data Controller;
"Authority Cause"	any breach of the obligations of the Authority or any other default, act, omission, negligence or statement of the Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Authority is liable to the Supplier;
"Central Government Body"	for the purposes of this Contract this 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: • Government Department; • Non-DepartmentalPublic Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); • Non-Ministerial Department; or • Executive Agency;
"Charges"	means the charges for the Deliverables as specified in the Order Form and Annex 3;
"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 agreed by the Parties to be confidential;

"Contract"	means this contract between (i) the Authority and (ii) the Supplier which is created by the Supplier signing the Order Form and returning it to the Authority.
"Controller"	has the meaning given to it in the “UK GDPR”;
“Crown Body”	means any department, office or agency of the Crown, including any and all Local Authority bodies;
"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 Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the UK GDPR and any applicable national implementing Laws as amended from time to time; (ii) the Data Protection Act 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Date of Delivery"	means that date by which the Deliverables must be delivered to the Authority, as specified in the Order Form;
"Deliver"	means handing over the Deliverables to the Authority at the address and on the date specified in the Order Form, which shall include unloading and any other specific arrangements agreed in accordance with Clause 4. Delivered and Delivery shall be construed accordingly;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;

"Documentation"	descriptions of the Services, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) that is required to be supplied by the Supplier to the Authority under the Contract as: a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables b) is required by the Supplier in order to provide the Deliverables; and/or c) has been or shall be generated for the purpose of providing the Deliverables;
"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 Authority 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;
"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"	occurs in respect of a legal person (for example an individual, company or organisation): i) 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; or iv) if the person makes any arrangement 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 whether under the Insolvency Act 1986 or otherwise;
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal) Act 2018;
"Key Personnel"	means any persons specified as such in the Order Form or otherwise notified as such by the Authority to the Supplier in writing;
"Law"	means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of Section 4(1) EU Withdrawal Act 2018 as amended by EU (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Parties are bound to comply;
"New IPR"	all and any 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 Authority to the Supplier printed above these terms and conditions;
"Party"	the Supplier or the Authority (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;
"Processing"	has the mean given to it in the UK GDPR;
"Processor"	has the meaning given to it in the UK GDPR;
"Purchase Order Number"	means the Authority's unique number relating to the order for Deliverables to be supplied by the Supplier to the Authority 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 Authority under the Contract;
"Specification"	means the specification for the Deliverables to be supplied by the Supplier to the Authority (including as to quantity, description and quality) as specified in Annex 2;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where applicable, the Authority's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Start Date"	Means the start date of the Contract set out in the Order Form;
"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 the Contract;
"Supplier"	means the person named as Supplier in the Order Form;
"Sustainability Requirements"	means any relevant social or environmental strategies, policies, commitments, targets, plans or requirements that apply to and are set out in the Annex 5;
Tender Submission	means the Supplier's response to the invitation to the bidder pack (including, for the avoidance of doubt, any clarification provided by the Supplier).
"Term"	means the period from the Start Date to the Expiry Date as such period may be extended in accordance with the Order Form or terminated in accordance with Clause 11;
"UK GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (and see section 205(4);

"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 Authority, 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.

2. Understanding the Contract

In the Contract, unless the context otherwise requires:

2.1 references to numbered clauses are references to the relevant clause in these terms and conditions and references to numbered paragraphs are references to the paragraph in the relevant Annex;

2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;

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

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

2.5 the singular includes the plural and vice versa;

2.6 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;

2.7 any reference in this Contract which immediately before the IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time):

i. any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area ("**EEA**") agreement ("EU References") which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
ii. any EU institution or EU authority or other such EU body shall be read on and after the date of exit from the EU as a reference to the UK institution, authority or body to which its functions were transferred.

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

2.9 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

2.10 any Annexes form part of this Contract and shall have effect as if set out in full in the body of this Contract. Any reference to this Contract includes the Annexes; and

2.11 all undefined words and expressions are to be given their normal English meaning within the context of this Contract. Any dispute as to the interpretation of such undefined words and expressions shall be settled by reference to the definition in the Shorter Oxford English Dictionary.

3. How the Contract works

3.1 The Order Form is an offer by the Authority to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.

3.2 The Supplier is deemed to accept the offer in the Order Form when the Authority receives a copy of the Order Form signed by the Supplier.

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

4. What needs to be delivered

4.1 All Deliverables

(a) The Supplier must provide Deliverables: (i) in accordance with the Specification and Tender Submission; (ii) to a professional standard; (iii) using all 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) in accordance with such policies and procedures of the Authority (as amended from time to time) that may be specified in the Contract (vii) on the dates agreed; and (viii) in compliance with all applicable Law.

(b) Not used.

4.2 Not used

4.3 Services clauses

(a) Late delivery of the Services will be a breach of the Contract.

(b) The Supplier must co-operate with the Authority 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.

(c) The Authority must provide the Supplier Staff with reasonable access to its premises at such reasonable times agreed with the Authority for the purpose of supplying the Services.

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

(e) The Supplier must allocate sufficient resources and appropriate expertise to the Contract.

(f) The Supplier must take all reasonable care to ensure performance does not disrupt the Authority's operations, employees or other contractors.

(g) On completion of the Services, the Supplier is responsible for leaving the Authority's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Authority's premises or property, other than fair wear and tear and any pre-existing cleanliness, safety or tidiness issue at the Authority’s premises that existed before the commencement of the Term.

(h) The Supplier must ensure all Services, and anything used to deliver the Services, are of the required quality and free from damage or defects.

(i) The Authority is entitled to withhold payment for partially or undelivered Services or for Services which are not delivered in accordance with the Contract but doing so does not stop it from using its other rights under the Contract.

5. Pricing and payments

5.1 In exchange for the Deliverables delivered, the Supplier shall be entitled to invoice the Authority for the charges in Annex 3. The Supplier shall raise invoices promptly and in any event within 90 days from when the charges are due.

5.2 All Charges:

(a) exclude VAT, which is payable on provision of a valid VAT invoice and charged at the prevailing rate;

(b) include all costs connected with the supply of Deliverables.

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

5.4 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 Authority as set out in Annex 3; and

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

Details of the Authority’s requirements for a valid invoice at the Start Date are set out in Annex 3.

5.5 If there is a dispute between the Parties as to the amount invoiced, the Authority 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 35.

5.6 If any sum of money is recoverable from or payable by the Supplier under the Contract (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Contract), that sum may be deducted unilaterally by the Authority from any sum then due, or which may become due, to the Supplier under the Contract or under any other agreement or contract with the Authority. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Authority in order to justify withholding payment of any such amount in whole or in part.

5.7 The Supplier must ensure that its subcontractors and supply chain are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Authority can publish the details of the late payment or non-payment.

6. The Authority's obligations to the Supplier

6.1 If the Supplier fails to comply with the Contract as a result of an Authority Cause:

(a) the Authority cannot terminate the Contract under clause 11 on account of the failure to comply, provided this will not prejudice the Authority's right to terminate for another cause that may exist at the same time;

(b) the Supplier will be relieved from liability for the performance of its obligations under the Contract to the extent that it is prevented from performing them by the Authority Cause and will be entitled to such reasonable and proven additional expenses that arise as a direct result of the Authority Cause;

(c) the Supplier is entitled to any additional time needed to deliver the Deliverables as a direct result of the Authority’s Cause;

(d) the Supplier cannot suspend the ongoing supply of Deliverables.

6.2 Clause 6.1 only applies if the Supplier:

(a) gives notice to the Authority within 10 Working Days of becoming aware of an Authority Cause, such notice setting out in detail with supporting evidence the known reasons for the Authority Cause;

(b) demonstrates that the failure only happened because of the Authority Cause;

(c) has used all reasonable endeavours to mitigate the impact of the Authority Cause.

7. Record keeping and reporting

7.1 The Supplier must ensure that suitably qualified (and authorised) representatives attend progress meetings with the Authority and provide progress reports when specified in Annex 4 Tender Submission.

7.2 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.

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

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

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

(a) tell the Authority and give reasons;

(b) propose corrective action;

(c) agree a deadline with the Authority for completing the corrective action.

7.6 If the Authority, acting reasonably, is concerned either:

(a) as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract; or

(b) as to the sustainability or health and safety conduct of the Supplier, subcontractors and supply chain in the performance of the Contract;

then the Authority may:

(i) require that the Supplier provide to the Authority (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract (in the case of (a)) or improve its sustainability conduct or performance (in the case of (b)) and the Supplier will make changes to such plan as reasonably required by the Authority and once it is agreed then the Supplier shall act in accordance with such plan and report to the Authority on demand

(ii) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Authority or materially fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Authority notifies).

8. Supplier staff

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

a) be appropriately trained and qualified;

b) where relevant, be vetted using Good Industry Practice and in accordance with the instructions issued by the Authority in the Order Form;

c) comply with the Authority’s conduct requirements when on the Authority's premises including, without limitation, those Sustainability Requirements relating to Equality, Diversity & Inclusion (EDI) contained in Annex 5; and

d) be informed about those specific requirements referred to in Clause 13.2.

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

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

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

8.5 The Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) arising from claims brought against it by any Supplier Staff caused by an act or omission of the Supplier or any other Supplier Staff.

8.6 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:

(a) requested to do so by the Authority;

(b) the person concerned resigns, retires or dies or is on maternity, adoption, shared parental leave or long-term sick leave; or

(c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated.

9. Rights and protection

9.1 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;

(c) it is a legally valid and existing organisation incorporated in the place it was formed;

(d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;

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

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

(g) it is not impacted by an Insolvency Event.

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

9.3 The Supplier indemnifies the Authority against each of the following:

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

(b) non-payment by the Supplier of any tax or National Insurance.

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

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

10. Intellectual Property Rights (IPRs)

10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Authority 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:

(a) receive and use the Deliverables

(b) use the New IPR.

10.2 Any New IPR created under the Contract is owned by the Authority. The Authority 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.

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

10.4 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.

10.5 If any claim is made against the Authority 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 Authority against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.

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

(a) obtain for the Authority the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights;

(b) 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.

11. Ending the contract

11.1 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.

11.2 The Authority 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

11.3 The Authority 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 the Contract is terminated, clause 11.5(b) to 11.5(g) applies.

When the Authority can end the Contract

11.4 (a) If any of the following events happen, the Authority has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:

(i) there is a Supplier Insolvency Event;

(ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify in the Authority's opinion that the Supplier's conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;

(iii) 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. Where a material breach is not capable of remedy, the Authority has the right to immediately terminate the Contract;

(iv) there is 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 Authority in writing;

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

(vi) the Supplier or its affiliates embarrass or bring the Authority into disrepute or diminish the public trust in them;

(vii) where a right to terminate described in clause 27 occurs;

(viii) the Supplier is in breach of any of its health, safety and well-being obligations under clause 28.1(a); and

(ix) where, in accordance with clause 33.3, there is or may be an actual or potential conflict of interest. .

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

11.5 What happens if the Contract ends

Where the Authority terminates the Contract under clause 11.4 all of the following apply:

(a) the Supplier is responsible for the Authority's reasonable costs of procuring replacement deliverables for the rest of the Term ;

(b) the Authority's payment obligations under the terminated Contract stop immediately;

(c) accumulated rights of the Parties are not affected;

(d) the Supplier must promptly delete or return the Authority Data except where required to retain copies by law;

(e) the Supplier must promptly return any of the Authority's property provided under the Contract;

(f) the Supplier must, at no cost to the Authority, give all reasonable assistance to the Authority and any incoming supplier and co-operate fully in the handover and re-procurement;

(g) the following clauses survive the termination of the Contract: 3.3, 7,2, 7.3, 7.4, 9, 10, 12,13.3, 14, 15, 16, 17, 18, 19, 20, 32, 35, 36 and any clauses or provisions within the Order Form or the Annexes which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract

(a) The Supplier can issue a reminder notice if the Authority does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Authority 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.

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

(i) the Authority must promptly pay all outstanding charges incurred to the Supplier;

(ii) the Authority must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with satisfactory evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated;

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

11.7 Partially ending and suspending the Contract

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

(b) The Authority can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.

(c) The Parties must agree (in accordance with clause 25) any necessary variation required by clause 11.7, but the Supplier may neither:

(i) reject the variation; nor

(ii) increase the Charges, except where the right to partial termination is under clause 11.3.

(d) The Authority can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

12. How much you can be held responsible for

12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than £3,000,000 (three million pounds) as specified in the Order Form.

12.2 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).

12.3 In spite of clause 12.1, 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.

12.4 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, 13.3, 15.28(e) and 31.2(b).

12.5 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including where the loss or damage is covered by any indemnity.

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

13. Obeying the law

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

(a) comply with all applicable Law;
(b) comply with the Sustainability Requirements
(c) 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

13.2 The Sustainability Requirements and the requirements set out in Clause 27, 28 and 30 must be explained to the Supplier's Staff, subcontractors and suppliers who are involved in the performance of the Supplier's obligations under the Contract and where it is relevant to their

role and equivalent obligations must be included in any contract with any suppliers or subcontractor that is connected to the Contract.

13.3 The Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) resulting from any default by the Supplier relating to any applicable Law to do with the Contract.

13.4 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with the Law and its obligations under the Contract.

13.5 "Compliance Officer" the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal and other obligations under the Contract.

13.6 The Supplier will provide such evidence of compliance with its obligations under this Clause 13 as the Authority reasonably requests.

14. Insurance

14.1 The Supplier must, at its own cost, obtain and maintain the required insurances as set out in the Order Form.

14.2 The Supplier will provide evidence of the required insurances on request from the Authority.

15. Data protection

15.1 The Authority is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation.

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

15.3 The Supplier shall take all reasonable measures relating to the security of processing which are required pursuant to Article 32 of the UK GDPR including, without limitation, those security measures specified in this clause 15.

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

15.5 The Supplier must make accessible back-ups of all Authority Data.

15.6 The Supplier must ensure that any Supplier system holding any Authority Data, including back-up data, is a secure system that complies with the security requirements specified in writing by the Authority.

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

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

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

(b) restore the Authority Data itself or using a third party.

15.9 The Supplier must pay each Party's reasonable costs of complying with clause 15.8 unless the Authority is at fault.

15.10 Only the Authority 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*).

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

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

(a) a systematic description of the expected processing and its purpose;

(b) the necessity and proportionality of the processing operations;

(c) the risks to the rights and freedoms of Data Subjects;

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

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

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

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

15.16 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:

(a) are aware of and comply with the Supplier's duties under this clause 15;

(b) are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;

(c) 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 Authority or as otherwise allowed by the Contract;

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

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

(a) it has obtained prior written consent of the Authority;

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

(c) the Data Subject has enforceable rights and effective legal remedies when transferred;

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

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

(f) the Supplier complies with the Authority's reasonable prior instructions about the processing of the Personal Data.

15.18 The Supplier must notify the Authority immediately if it:

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

(b) receives a request to rectify, block or erase any Personal Data;

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

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

(e) 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;

(f) becomes aware of a Data Loss Event.

15.19 Any requirement to notify under clause 15.17 includes the provision of further information to the Authority in stages as details become available.

15.20The Supplier must promptly provide the Authority with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 15.17. This includes giving the Authority:

(a) full details and copies of the complaint, communication or request;

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

(c) any Personal Data it holds in relation to a Data Subject on request;

(d) assistance that it requests following any Data Loss Event;

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

15.21 The Supplier must maintain full, accurate records and information to show it complies with this clause 15. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either the Authority determines that the processing:

(a) is not occasional;

(b) 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;

(c) is likely to result in a risk to the rights and freedoms of Data Subjects.

15.22 The Supplier will make available to the Authority all information necessary to demonstrate compliance with clause 15 and allow for and contribute to audits, including inspections, conducted by the Authority or another auditor appointed by the Authority.

15.23 The Supplier must appoint a Data Protection Officer responsible for observing its obligations in this Contract and give the Authority their contact details.

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

(a) notify the Authority in writing of the intended Subprocessor and processing;

(b) obtain the written consent of the Authority;

(c) enter into a written contract with the Subprocessor so that this clause 15 applies to the Subprocessor;

(d) provide the Authority with any information about the Subprocessor that the Authority reasonably requires.

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

15.26 At any time the Authority can, with 30 Working Days' notice to the Supplier, change this clause 15 to:

(a) 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;

(b) ensure it complies with guidance issued by the Information Commissioner's Office.

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

15.28 The Supplier:

(a) must provide the Authority with all Authority Data in an agreed open format within 10 Working Days of a written request;

(b) must have documented processes to guarantee prompt availability of Authority Data if the Supplier stops trading;

(c) must securely destroy all storage media that has held Authority Data at the end of life of that media using Good Industry Practice;

(d) must securely erase or return all Authority Data and any copies it holds when asked to do so by the Authority unless required by Law to retain it;

(e) indemnifies the Authority against any and all losses, damages, costs or expenses (including professional fees and fines) incurred if the Supplier breaches clause 15 and any Data Protection Legislation.

16. What you must keep confidential

16.1 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.

16.2 In spite of clause 16.1, 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, permitted in respect of an audit pursuant to clause 7.3, 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.

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

16.4 The Authority may disclose Confidential Information in any of the following cases:

(a) on a confidential basis to the employees, agents, consultants and contractors of the Authority;

(b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any organisation that the Authority transfers or proposes to transfer all or any part of its business to;

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

(d) where requested by Parliament; and/or

(e) under clauses 5.7 and 17.

16.5 For the purposes of clauses 16.2 to 16.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 16.

16.6 Information which is exempt from disclosure by clause 17 is not Confidential Information.

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

16.8 Where essential to comply with or carry out their statutory functions the Authority may disclose Confidential Information.

17. When you can share information

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

17.2 Within the required timescales the Supplier must give the Authority full co-operation and information needed so the Authority can:

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

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

17.3 The Authority may talk to the Supplier to help it decide whether to publish information under clause 17. However, the extent, content and format of the disclosure is the Authority's decision, which does not need to be reasonable.

18. 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.

19. No other terms apply

The provisions expressly 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.

20. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

21. Circumstances beyond your control

21.1 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.

21.2 Either party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event and the impact of such event lasts for 90 days continuously.

21.3 Where a Party terminates under clause 21.2:

(a) each party must cover its own losses;

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

22. 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.

23. 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.

24. Transferring responsibilities

24.1 The Supplier cannot assign the Contract, or any rights under it, without the Authority's written consent.

24.2 The Authority can assign, novate or transfer its Contract or any part of it to any Crown Body, any contracting authority within the meaning of the Regulations or any private sector body which performs the functions of the Authority.

24.3 When the Authority uses its rights under clause 24.2 the Supplier must enter into a novation agreement in the form that the Authority specifies.

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

24.5 If the Authority asks the Supplier for details about its subcontractors and/or supply chain, the Supplier must provide such details as the Authority reasonably requests including, without limitation:

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

25. Changing the contract

25.1 Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. No oral modifications to the Contract shall be effective. The Authority is not required to accept a variation request made by the Supplier.

26. How to communicate about the contract

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

26.2 Notices to the Authority or Supplier must be sent to their address in the Order Form.

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

27. Preventing fraud, bribery and corruption

27.1 The Supplier shall not:

(a) commit any criminal offence referred to in the Regulations 57(1) and 57(2);

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

27.2 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 27.1 and any fraud by the Supplier, Supplier Staff (including its shareholders, members and directors), any subcontractor and the Supplier's

supply chain in connection with the Contract. The Supplier shall notify the Authority immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.

27.3 If the Supplier or the Supplier Staff engages in conduct prohibited by clause 27.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Authority) the Authority may:

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

(b) recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of this clause.

28. Health, safety and wellbeing

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

(a) all applicable Law regarding health and safety;
(b) the Authority's current health and safety policy and procedures while at the Authority's premises, as provided to the Supplier.
(c) the Authority's current wellbeing policy or requirements while at the Authority's premises as provided to the Supplier.

28.2 The Supplier and the Authority must as soon as possible notify the other of any health and safety incidents, near misses or material hazards they're aware of at the Authority premises that relate to the performance of the Contract.

28.3 Where the Services are to be performed on the Authority's premises, the Authority and Supplier will undertake a joint risk assessment with any actions being appropriate, recorded and monitored.

28.4 The Supplier must ensure their health and safety policy statement and management arrangements are kept up to date and made available to the Authority on request.

28.5 The Supplier shall not assign any role to the Authority under the Construction (Design and Management) Regulations 2015 (as amended) (the 'CDM Regulations') without the Authority's prior express written consent (which may be granted or withheld at the Authority's absolute discretion). For the avoidance of doubt so far as the Authority may fall within the role of client as defined by the CDM Regulations in accordance with CDM Regulation 4(8) the parties agree that the Supplier will be the client.

29. Business Continuity

29.1 The Supplier will have a current business continuity plan, which has assessed the risks to its business site/s and activities both directly and with regards to reliance on the supply chain and will set out the contingency measures in place to mitigate them and adapt. As part of this assessment, the Supplier will take into account the business continuity plans of the supply chain. The Supplier's business continuity plan must include (where relevant), an assessment of impacts relating to extreme weather, a changing average climate and/or resource scarcity.

29.2 The Supplier's business continuity plan will be reviewed by the Supplier at regular intervals and after any disruption. The Supplier will make the plan available to the Authority on request and comply with reasonable requests by the Authority for information.

30. Whistleblowing

30.1 The Authority's whistleblowing helpline must be made available to the Supplier and Supplier Staff, subcontractors and key suppliers in the supply chain in order to report any concerns.

30.2. The Supplier agrees:

(a) to insert the following wording into their whistleblowing policy and communicate to all staff:

"If you feel unable to raise your concern internally and it relates to work being carried out for which the ultimate beneficiary (through a contractual chain or otherwise) is Defra group, please email Whistleblowing@Defra.gov.uk."

(b) to ensure that their Sub-contractors have free access to the Authority's whistleblowing policy.

31. Tax

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

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

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

(b) indemnify the Authority against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

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

(a) the Authority may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 31.2, or why those requirements do not apply, the Authority can specify the information the Worker must provide and the deadline for responding;

(b) the Worker's contract may be terminated at the Authority's request if the Worker fails to provide the information requested by the Authority within the time specified by the Authority;

(c) the Worker's contract may be terminated at the Authority's request if the Worker provides information which the Authority considers isn't good enough to demonstrate how it complies with clause 31.2 or confirms that the Worker is not complying with those requirements;

(d) the Authority may supply any information they receive from the Worker to HMRC for revenue collection and management.

32. Publicity

32.1 The Supplier and any subcontractor shall not make any press announcements or publicise this Contract or its contents in any way; without the prior written consent of the Authority.

32.2 Each Party acknowledges to the other that nothing in this Contract 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.

33. Conflict of interest

33.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Authority under the Contract, in the reasonable opinion of the Authority.

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

33.3 The Authority 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.

34. Reporting a breach of the contract

34.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Authority any actual or suspected breach of Law or breach of its obligations under the Contract.

34.2 Where an actual or suspected breach is notified to the Authority under clause 34.1, the Supplier will take such action to remedy any breach as the Authority may reasonably require. Where the breach is material, the Authority has the right to terminate under clause 11.4.

34.3 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 34.1.

35. Resolving disputes

35.1 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.

35.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 35.3 to 35.5.

35.3 Unless the Authority refers the dispute to arbitration using clause 35.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

(a) determine the dispute;

(b) grant interim remedies;

(c) grant any other provisional or protective relief.

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

35.5 The Authority has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 35.3, unless the Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 35.4.

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

35.7 The provisions of this clause 35 are without prejudice to the Authority's right to terminate or suspend the Contract under clause 11.

36. Which law applies

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

36.2 The courts of England and Wales shall have jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with the Contract or its subject matter or formation.

[redacted]