

# DPS Schedule 6 (Order Form Template and Order Schedules)

## Order Form

ORDER REFERENCE: **TAVI4101**

THE BUYER: **Department for Transport**

BUYER ADDRESS **33 Horseferry Road, London  
SW1P 4DR,**

THE SUPPLIER: **BRYCE SPACE AND TECHNOLOGY  
LIMITED**

SUPPLIER ADDRESS: **Friary Court  
Guildford  
GU1 3DL**

REGISTRATION NUMBER: **11306005**

### APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 17 November 2022

It's issued under the DPS Contract with the reference number RM6126 for the provision of Advanced Air Mobility Evidence Review.

DPS FILTER CATEGORY(IES):  
N/A – None applied.

### ORDER INCORPORATED TERMS

The following documents are incorporated into this Order Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Order Special Terms and Order Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6126
3. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6126

## DPS Schedule 6 (Order Form Template and Order Schedules)

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- o Joint Schedule 2 (Variation Form)
  - o Joint Schedule 3 (Insurance Requirements)
  - o Joint Schedule 4 (Commercially Sensitive Information)
  - Joint Schedule 6 (Key Subcontractors)
  - Joint Schedule 7 (Financial Difficulties)
  - Joint Schedule 8 (Guarantee)
  - Joint Schedule 10 (Rectification Plan)
  - Joint Schedule 11 (Processing Data)
- Order Schedules for RM6126
  - Order Schedule 4 (Order Tender)
  - Order Schedule 5 (Attachment 5 - Pricing Details)
  - Order Schedule 20 (Attachment 3 - Order Specification)
- 4. CCS Core Terms (DPS version)
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM6126
- 6. Annexes A & B to Order Schedule 6

No other Supplier terms are part of the Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

### ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

None

ORDER START DATE: 21 November 2022

ORDER EXPIRY DATE: 31 March 2023

ORDER INITIAL PERIOD: 31 March 2023

ORDER OPTIONAL EXTENSION N/A – None.

### DELIVERABLES

See details in Attachment 3 (Schedule 20 Order Specification)

### MAXIMUM LIABILITY

The limitation of liability for this Order Contract is stated in Clause 11.2 of the Core Terms.

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The Estimated Charges used to calculate liability is £100,000

**ORDER CHARGES**

Attachment 5 Order Schedule 5 (Pricing Details)

**REIMBURSABLE EXPENSES**

Recoverable as stated in the DPS Contract

**PAYMENT METHOD**

Suppliers must be in possession of a written purchase order (PO), before commencing any work under this contract. You must quote the aforementioned PO number on all invoices, and these must be submitted directly to:

ssa.invoice@sharedservicesarvato.co.uk

or via post to:

Accounts Payable,  
Shared Services arvato,  
5 Sandringham Park,  
Swansea Vale,  
Swansea  
SA7 0EA

Invoices received without the correct PO number will be returned to you and will delay receipt of payment.

**BUYER'S AUTHORISED REPRESENTATIVE**

Commercial:

[REDACTED]  
[REDACTED]  
[REDACTED]

Contract Manager:

[REDACTED]  
[REDACTED]  
[REDACTED]

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Model Version: v1.0

## **DPS Schedule 6 (Order Form Template and Order Schedules)**

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### **SUPPLIER'S AUTHORISED REPRESENTATIVE**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

### **SUPPLIER'S CONTRACT MANAGER**

[REDACTED]  
[REDACTED]

### **PROGRESS REPORT FREQUENCY**

As detailed in Order Schedule 20

### **PROGRESS MEETING FREQUENCY**

As detailed in Order Schedule 20

### **KEY STAFF**

As detailed in ABQ1

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

### **KEY SUBCONTRACTOR(S)**

#### **Key Subcontractor 1**

Name: Oscar Garcia, Interflight Global Corporation  
Registered office: 201 S. Biscayne Blvd, 28th Floor  
Miami, FL 33131  
United States of America

#### **Key Subcontractor 2**

Name: Alexander Grous, LSE Enterprise Ltd  
Registered office: LSE Enterprise Ltd, Houghton Street, London, WC2A 2AE  
Registration number: 2657442

#### **Key Subcontractor 3**

Name: Cambridge Econometrics  
Registered office: 19a Covent Garden  
Cambridge  
Cambridgeshire  
CB1 2HT  
Registration number: 01916825

### **COMMERCIALLY SENSITIVE INFORMATION**

DPS Ref: RM6126  
Model Version: v1.0

Not applicable

**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**



Not applicable

**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments made in the Suppliers tender response to the Social Value evaluation criteria.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	CEO	Role:	Commercial Relationship Manager
Date:	18 November 2022	Date:	18 November 2022



Crown  
Commercial  
Service



Department  
for Transport

**TAVI4101**

## **Order Schedule 20 - Requirements Specification**

Department for Transport – Advanced Air Mobility  
Evidence Review

Further Competition under RM6126 Research and Insights

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## 1. DEFINITIONS

Expression or Acronym	Definition
AAM	Advanced Air Mobility
ADS	Aerospace, Defence, Security and Space group
ATI	Aerospace Technology Institute
AMS	Airspace Modernisation Strategy
BEIS	Department for Business, Energy and Industrial Strategy
DfT	Department for Transport
CAA	Civil Aviation Authority
CCS	Crown Commercial Service
CPC	Connected Places Catapult
DLUHC	Department for Levelling Up, Housing and Communities
eCTOL	Electric conventional take-off and landing vehicle
eSTOL	Electric short take-off and landing vehicle
eVTOL	Electric vertical take-off and landing vehicle
FFC	Future Flight Challenge
FFIG	Future of Flight Industry Group
HMT	HM Treasury
KTN	Knowledge Transfer Network



## 2. PURPOSE

- 2.1. The Flightpath to the Future<sup>1</sup> sets out the way in which the UK government intends to embrace innovation for a sustainable future, including new aircraft such as drones and electrical vertical take-off and landing aircraft (eVTOLs).
- 2.2. The Advanced Air Mobility (AAM)<sup>2</sup> Evidence Review project aims to support this ambition by providing timely and impactful evidence to:
  - 2.2.1. Inform key upcoming policy developments, including the implementation of the Flightpath to the Future, development of the Future of Flight Plan and Future of Transport Regulatory Review.
  - 2.2.2. Help the Future of Flight policy team prioritise efforts and activities to facilitate innovation in the aviation sector.
  - 2.2.3. Enable the development of innovation in the AAM sector by providing a clear overview of market players, investment, economic impact, outlook and barriers.

## 3. BACKGROUND TO THE CONTRACTING AUTHORITY

- 3.1. The contracting authority is the Department for Transport (DfT). DfT is the government department responsible for delivering the following priority outcomes:
  - 3.1.1. Improving connectivity across the UK and growing the economy by enhancing the transport network, on time and on budget.
  - 3.1.2. Building confidence in the transport network as the country recovers from COVID-19 and improving transport users' experience, ensuring that the network is safe, reliable, and inclusive.
  - 3.1.3. Tackling climate change and improving air quality by decarbonising transport.
  - 3.1.4. Increasing the global impact of the UK, boosting our influence and maximising trade.
- 3.2. As set out in the Flightpath to the Future, DfT is committed to working in partnership with all aspects of aviation to support growth and drive forward a successful recovery. This will include building back better and greener to ensure the UK delivers one of the strongest, most modern and most sustainable aviation sectors in the world. DfT will work with the sector to ensure UK aviation retains its international standing, continuing to lead the way globally on key issues such as decarbonisation, safety and security. DfT also wants to ensure the sector remains fit for purpose, embracing both modernisation and innovation to bring benefits to the UK and for users.
- 3.3. The Flightpath to the Future sets out a ten-point plan focusing on four key themes, including:

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<sup>1</sup> [Flightpath to the future: a strategic framework for the aviation sector - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/consultations/flightpath-to-the-future)

<sup>2</sup> AAM includes new or novel aircraft for carrying up to around 10 passengers or freight over a short distance (i.e. up to 1,000km), such as electric Vertical Take-Off and Landing aircraft (eVTOLs).

- 3.3.1. Enhancing global impact for a sustainable recovery
- 3.3.2. Embracing innovation for a sustainable future
- 3.3.3. Realising benefits for the UK
- 3.3.4. Delivering for users

## 4. POLICY CONTEXT

- 4.1. Enabling the introduction of new types of aircraft is key to the future of aviation and achieving Government's and DfT's objectives. AAM, with aircraft such as eVTOLS, present a wealth of opportunities for low carbon local and regional air mobility for goods and people. The global market for AAM could be worth hundreds of billions of pounds and many jobs over the next couple of decades. At least US\$ 6 billion of private investment has been raised for AAM in recent years.<sup>3</sup> These aircraft have the potential to enable new connectivity including urban, sub-urban, and regional journeys. It is crucial that the market is developed in the right way and government, along with the regulator the Civil Aviation Authority (CAA).
- 4.2. Over the next 10 years, the Government will work with industry to facilitate a period of rapid change and significant firsts in UK innovative aviation. This will include AAM vehicles offering consumers and industry new ways to travel. An example of recent success in aviation innovation is the DfT supported Solent Future Transport Zone trial. The Government will work with industry to set the direction, provide the regulatory environment, and support trials and demonstrations to facilitate development of the market. DfT will work with industry to drive sustainable technological transformation through regulation and a systems approach to provide new and improved services for users. The CAA also has a critical role to play in supporting delivery through its regulatory activities and working closely with innovators such as through its Innovation Hub.<sup>4</sup> DfT is providing additional funding to the CAA to scale up support for new aviation technology.
- 4.3. To capture the potential of new technology and its uses, benefitting from new regulatory freedoms outside the EU, the UK will be one of the first countries in the world to routinely use new aircraft to provide new and improved low carbon services, and local and regional air mobility for goods and people. This will include aircraft such as eVTOLs. This will be achieved through providing additional funding to CAA to scale up support to innovators and setting up a Future of Flight Industry Group (FFIG) to work with industry and the CAA to bring together stakeholders from across these different technologies to address shared challenges in a coordinated way to develop, publish and implement a Future of Flight Plan. The plan will set out the steps the Government and the regulator will take to facilitate bringing these new air mobility services to market, including delivery of the necessary

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<sup>3</sup> [Experts Discuss Investment Opportunities for Advanced Air Mobility in Australia - Avionics International \(aviationtoday.com\)](https://aviationtoday.com/news/Experts-Discuss-Investment-Opportunities-for-Advanced-Air-Mobility-in-Australia-Avionics-International)

<sup>4</sup> [Innovation | Civil Aviation Authority \(caa.co.uk\)](https://caa.co.uk/innovation)

regulatory framework for aviation innovation to thrive. It will provide a clear direction on key Government work which will help businesses understand where to focus their resources and investment. The Government will work with the CAA to support innovation and ensure new technology can be integrated in a safe, secure and sustainable way.

- 4.4. The Government is also investing in a range of initiatives to develop technology, and to demonstrate and trial new aviation uses. The Future Flight Challenge (FFC), a £300 million Department for Business, Energy and Industrial Strategy (BEIS) and industry-funded programme, is supporting businesses to develop technologies that support the operation of drones, advanced air mobility and electric aircraft. For example, the 'Air Mobility Ecosystem Consortium' project will include demonstration flights between a new Skyports vertiport and London Heathrow and Bristol airports using Vertical Aerospace's aircraft, the VX4, which will be operated by Virgin Atlantic. In addition, the Connected Places Catapult (CPC) has partnered with the FFC to launch the second iteration of the Future of Air Mobility Accelerator, as part of the CPC's Future Air Mobility Innovation Centre, which provides funding to Small and Medium-Sized Enterprises with innovation solutions for the aviation industry.<sup>5</sup> We will continue to work together with these programmes to enable the adoption of new technologies and to support the sector to grow.
- 4.5. Airspace modernisation will be critical to this ambition. It will help UK aviation to meet decarbonisation targets, as well as ensuring new and current airspace users can safely and effectively operate in UK airspace. In 2018 the CAA published its Airspace Modernisation Strategy (AMS), setting out the initiatives required to modernise UK airspace. A key component of the AMS is the Future Aviation Strategy Implementation (FASI) initiative. FASI is a programme of terminal redesign of airspace to facilitate efficiencies. This programme, at the request of DfT and the CAA, will be coordinated by the independent Airspace Change Organising Group.
- 4.6. In recognition of the impact that the pandemic had on airport sponsors' ability to progress work associated with the FASI programme, the Government provided £5.5 million of funding in 2021 to enable industry to remobilise their work, with a recent announcement of a further £3.7 million for 2022. The airport sponsors will resume responsibility for funding further stages of the programme as the sector continues to recover. This will deliver direct benefits to passengers, airports, airlines, and the communities surrounding them.
- 4.7. The CAA's current review of the AMS has included a public consultation to ensure it will deliver the airspace needs of the future.<sup>6</sup> The revised AMS will extend the strategy's focus from 2024 to 2040. It will take account of the latest developments in innovation and technology, aim for simpler airspace design, and introduce sustainability as an overarching principle to be applied through all modernisation activities. Continued collaboration between the

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<sup>5</sup> [Future of Air Mobility Accelerator 2022 - Connected Places Catapult](#)

<sup>6</sup> [Draft Airspace Modernisation Strategy 2022-2040 - Civil Aviation Authority - Citizen Space \(caa.co.uk\)](#)

Government and key partners will be essential in delivering airspace modernisation objectives and realising the benefits this can bring to the sector. We will continue to work closely with industry, local communities, General Aviation stakeholders, environmental groups, the Ministry of Defence (MOD) and others to deliver the strategy.

### Stakeholders

4.8. There are a range of stakeholders interested and involved in AAM across the public and private sector. Some of the key stakeholders are listed below:

- Academia and research institutes
- Advanced Air Mobility (AAM) industry
- Traditional aviation and aerospace industries
- Aerospace, Defence, Security & Space (ADS) Advanced Air Mobility group
- Aerospace Technology Institute (ATI)
- Civil Aviation Authority (CAA)
- Connected Places Catapult (CPC)
- Department for Business, Energy and Industrial Strategy (BEIS)
- Department for Levelling Up, Housing and Communities (DLUHC)
- Department for Transport (DfT) Future Flight Challenge (FFC)
- HM Treasury (HMT)
- Knowledge Transfer Network (KTN)
- Local Authorities
- Transport users
- Wider public

### DfT Areas of Research Interest

4.9. DfT's areas of research interest 2021 sets out some of the key evidence gaps for AAM:<sup>7</sup>

- 4.9.1. What are the benefits and risks of new and emerging aviation technology (e.g. unmanned aircraft, advanced air mobility, low carbon flight etc.) to transport users?
- 4.9.2. How can drones and other new technology be used safely and securely to open up new opportunities; develop new markets; and deliver aviation services to realise their full potential in the UK and to deliver economic growth?
- 4.9.3. How will new and emerging aviation technology such as unmanned aircraft, advanced air mobility, low carbon flight, provide environmental benefits or disbenefits and what environmental assessment techniques should be applied?

4.10. This project will also help answer the following research question for AAM:

- 4.10.1. What is the market outlook for emerging aviation technologies and

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<sup>7</sup> [DfT areas of research interest - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/dft-areas-of-research-interest-2021)

where should DfT prioritise its efforts to enable the UK's role in aviation?

4.10.2. What are the infrastructure, airspace, regulatory and skills requirements for the emerging aviation technologies and what are the impacts of existing government interventions?

4.11. This project will build on existing evidence and analysis about AAM, including research by industry, FFC, academia and others. For example, FFC has published an initial socio-economic study<sup>8</sup> delivered by PwC and a Future Flight Landscape Map<sup>9</sup> delivered by the Knowledge Transfer Network (KTN). Mott MacDonald have also delivered research for DfT on drones and AAM, including a literature review, interviews and a workshop with stakeholders to identify the key themes, barriers, evidence gaps and recommendations for the development of Future of Flight technologies, which will be shared with the supplier. There is also a range of evidence and analysis about AAM in academic journals, industry reports, official information, media/press announcements and company websites.

## 5. SCOPE OF REQUIREMENT

5.1. The following are in scope:

- 5.1.1. AAM includes new or novel aircraft for carrying up to around 10 passengers or freight over a short distance (i.e. up to 1,000km), such as electric Vertical Take-Off and Landing aircraft (eVTOLs). It may also include small electric or hydrogen powered conventional/short take-off and landing vehicles (eCTOLs/eSTOLs).
- 5.1.2. Technologies required for the development of the AAM aircraft as well as the ground, air and space-based physical, digital and communications infrastructure required for operations, should be included in the scope of the project.
- 5.1.3. Definitions and categories of technologies should align with existing Government taxonomies of technologies developed and implemented as part of the Innovation Strategy.
- 5.1.4. The project should primarily consist of desk-based research, including a review of the existing evidence and analysis and methodological development for defining the AAM market(s), its outlook and barriers to growth.
- 5.1.5. Engagement with DfT, CPC and FFC and able to engage with other stakeholders as required, either directly or through introduction by DfT.
- 5.1.6. Comprehensive Microsoft Word research report and accompanying Excel database, and Microsoft PowerPoint presentation.
- 5.1.7. Dissemination event and research report publication with approval from DfT.

5.2. It should not include:

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<sup>8</sup> [Future Flight Challenge: socio-economic study – UKRI](#)

<sup>9</sup> <https://ktn-uk.org/programme/future-flight-landscape/>

- 5.2.1. Small drones, less than 25kg that operate in the Open risk category (see Civil Aviation Authority CAP 722: Unmanned Aircraft System Operations in UK Airspace - Guidance), but can include larger unmanned and piloted aircraft too. It should also exclude medium to large zero emission aircraft e.g. as set out in the Aerospace Technology Institute's FlyZero project.
- 5.2.2. Primary data collection e.g. through surveys or focus groups. However, workshops with subject matter and industry experts and officials can be included if deemed necessary.

## **6. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT**

- 6.1. DfT is seeking to improve its evidence base about AAM, its current and potential future impact on the UK aviation sector and economy, any potential barriers to this and possible options and rationales for government interventions.
- 6.2. DfT requires the Supplier to have the following specialist expertise and analytical capabilities:
  - 6.2.1. Science, technology and engineering;
  - 6.2.2. Aviation and aerospace sectors, in particular Advanced Air Mobility
  - 6.2.3. Literature and evidence reviews;
  - 6.2.4. Socioeconomic research, including economic modelling and analysis; and,
  - 6.2.5. Applying relevant Government guidance.
- 6.3. A range of specialist expertise and capabilities will be required to deliver this research, and responses should identify the specialist resource that is available and how this will be programmed throughout the life of the Contract. In order for Potential Providers to offer the necessary breadth of expertise and capabilities, it is recognised that it may be necessary for these to be sub-contracted. Where relevant, Potential Providers' submissions should highlight any elements you intend to subcontract and your rationale for doing so.
- 6.4. There will be four core workstreams, which need to be completed by the end of March 2022. The contract will operate for up to 5 months.

## **7. THE REQUIREMENT**

- 7.1. The requirement is for the Supplier to provide an evidence review for Advanced Air Mobility, including current and expected future impacts and potential barriers and government interventions. (see Section 8 for details of the reporting requirements).
- 7.2. The requirement comprises four core workstreams:

- 7.2.1. **Workstream 1**. Taxonomy and catalogue of AAM aircraft and supporting technologies, including technology readiness levels (TRLs), timing to market readiness, associated organisations and businesses, and potential use cases.
  - 7.2.2. **Workstream 2**. Description of current UK and global AAM market structure, building on workstream 1. This will include organisations and businesses within the supply-chain, business models, levels of investment, revenue from sales and associated services, economic output, social and environmental impacts, jobs and skills.
  - 7.2.3. **Workstream 3**. Synthesis and analysis of expected future(s) of the UK and global AAM market, critiquing different market outlooks, explaining barriers to growth of AAM in UK and globally and providing advice on the best approach to considering the future of AAM for testing policy. This should build on workstreams 1 and 2 and include judgements on the expected financial and socioeconomic viability of different business models and use cases.
  - 7.2.4. **Workstream 4**. Identify where UK government intervention(s) could facilitate further growth of AAM in the UK, such as regulation, investment, operations, education and training, the associated rationale(s) in each case, and the relative priority of each. This should build on workstreams 1, 2 and 3.
- 7.3. The key requirements of each of the core workstreams are set out below. Potential Providers' submissions should detail their experience and capabilities to meet these requirements.

#### Workstream 1

- 7.4. The key tasks under Workstream 1 are as follows:
- 7.4.1. The Supplier shall review existing evidence and analysis about AAM and supporting technologies in the UK and globally including from academic journals, industry reports, official information, media/press announcements and company websites;
  - 7.4.2. The Supplier shall identify and catalogue the key AAM concepts, prototypes and aircraft in the UK and globally;
  - 7.4.3. The Supplier shall identify and catalogue key technologies that will support AAM aircraft, building on existing Government technology taxonomies;
  - 7.4.4. The Supplier shall identify (and in some cases provide judgement on) the TRLs of AAM concepts, prototypes and aircraft and supporting technologies;

- 7.4.5. The Supplier shall identify (and in some cases provide judgement on) the timing to reach market-readiness of AAM aircraft and supporting technologies, including key steps and barriers;
- 7.4.6. The Supplier shall identify and catalogue the associated organisations and businesses, distinguishing between those domiciled in the UK and those located elsewhere; and,
- 7.4.7. The Supplier shall identify and catalogue the potential use cases of AAM concepts, prototypes and aircraft in the UK and globally.

7.5. Workstream 1 should address the following key questions:

- 7.5.1. What is the current status (measured by TRLs) of development and uptake AAM and supporting technologies in the UK and globally?
- 7.5.2. When are AAM and supporting technologies expected to reach operational and market readiness in the UK and globally?
- 7.5.3. Which organisations and businesses are associated with supplying, operating and facilitating AAM and supporting technologies in the UK and globally?
- 7.5.4. What are the use cases for different types of AAM in the UK and globally?

#### Workstream 2

7.6. The key tasks under Workstream 2 are as follows:

- 7.6.1. The Supplier shall review existing evidence and analysis about the UK and global AAM and supporting technologies market including from academic journals, industry reports, official information, media/press announcements and company websites;
- 7.6.2. The Supplier shall use evidence gathered in Workstream 1 to inform Workstream 2;
- 7.6.3. The Supplier shall identify and catalogue the organisations and businesses in the supply-chain for AAM and supporting technologies in the UK and globally and describe the relations between them;
- 7.6.4. The Supplier shall identify and catalogue the different market segments for AAM and supporting technologies in the UK and globally;
- 7.6.5. The Supplier shall identify and catalogue the different business models for AAM and supporting technologies in the UK and globally;
- 7.6.6. The Supplier shall identify and estimate/summarise the level of historic and planned future public and private investment in AAM and supporting technologies in the UK and globally;
- 7.6.7. The Supplier shall identify and estimate (in £/GBP if possible) the direct, indirect and induced commercial benefits and costs of AAM and supporting technologies in terms of revenue, capital investment, operating costs and profit and compare this to other countries;



- 7.6.8. The Supplier shall identify and estimate (in £/GBP if possible) the direct, indirect and induced economic output (in Gross-Value Added) of AAM and supporting technologies in the UK and compare this to other countries;
- 7.6.9. The Supplier shall identify and estimate the number of direct, indirect and induced AAM and supporting technology jobs in the UK and compare this to the other countries;
- 7.6.10. The Supplier shall identify and provide an indication of the scale (in £/GBP if possible) of benefits, costs and risks to transport users of AAM (e.g. fare prices, time savings, safety etc.);
- 7.6.11. The Supplier shall identify and provide an indication of the scale (in £/GBP if possible) of the environmental benefits or disbenefits (e.g. emissions, noise, habitats etc.) of AAM and supporting technologies in the UK; and,
- 7.6.12. The Supplier shall identify and provide an indication of the scale (in £/GBP if possible) of the wider social impacts of AAM and supporting technologies in the UK.

7.7. Workstream 2 should address the following key questions:

- 7.7.1. What are the different organisations, businesses and market segments for AAM and supporting technologies in the UK and globally?
- 7.7.2. What is the level of historic and planned future public and private investment in AAM and supporting technologies in the UK and globally?
- 7.7.3. What are the commercial benefits and costs of AAM and supporting technologies in the UK and how does this compare to other countries?
- 7.7.4. What are the economic impacts of AAM and supporting technologies (in terms of Gross Value-Added, jobs, transport users, environment, social etc.) in the UK and how does this compare to other countries?

### Workstream 3

7.8. The key tasks under Workstream 3 are as follows:

- 7.8.1. The Supplier shall review existing evidence and analysis about the market outlook (including plans, forecasts, scenarios etc.) for AAM and supporting technologies in the UK and globally from academic journals, industry reports, official information, media/press announcements and company websites;
- 7.8.2. The Supplier shall use evidence gathered in Workstreams 1 and 2 to inform Workstream 3;
- 7.8.3. The Supplier shall identify and describe different market outlooks in the UK and globally referencing and summarising the key methodological features and results, including evidence and

assumptions used, time horizons, market segments, output metrics presented (e.g. sales volumes, revenue, economic output), range of forecasts/scenarios etc.;

- 7.8.4. The Supplier shall compare and contrast different market outlooks for AAM and supporting technologies in the UK and globally explaining the differences in methodology and outputs between them, including evidence and assumptions used, time horizons, market segments, output metrics presented (e.g. sales volumes, revenue, economic output), range of forecasts/scenarios etc.;
- 7.8.5. The Supplier shall identify and describe the key drivers and trends for AAM and supporting technologies in the UK and globally;
- 7.8.6. The Supplier shall identify and describe barriers to growth of the AAM market in UK and globally (e.g. technological, social, economic, infrastructure, regulation, airspace etc.);
- 7.8.7. The Supplier shall provide recommendations on the best approach to estimating and communicating the market outlook (e.g. sales volumes, passenger/cargo volumes, revenue, jobs, economic output, emissions etc.) for AAM in the UK and globally, including approach to modelling, key evidence and assumptions, presenting results, and communicating confidence and uncertainties; and,
- 7.8.8. The Supplier shall summarise what the existing market outlooks imply about the financial (profitability in £/GBP) and economic (Net Social Present Value in £/GBP) viability of different business models and market segments for the UK identified in Workstream 2.

7.9. Workstream 3 should address the following key questions:

- 7.9.1. What is(are) the market outlook(s) for AAM in the UK and globally?
- 7.9.2. What is the potential size of the addressable AAM and supporting technology market for the UK?
- 7.9.3. What are the key drivers, trends and barriers for growth of the AAM market in the UK and globally?
- 7.9.4. What is the future financial and economic viability of different AAM business models and market segments in the UK?

#### Workstream 4

7.10. The key tasks under Workstream 4 are as follows:

- 7.10.1. The Supplier shall use evidence gathered in Workstreams 1, 2 and 3 to inform Workstream 4;
- 7.10.2. The Supplier shall describe what other governments are doing to support the AAM market both domestically and internationally;
- 7.10.3. The Supplier shall build on identification of barriers in workstream 3 to identify a long list of possible UK government interventions that could address these barriers and facilitate further growth of AAM in

- the UK, such as regulation, investment, operations, education and training;
- 7.10.4. The Supplier shall explain the market and/or government failure rationale(s) for each of these interventions;
- 7.10.5. The Supplier shall explain the Theory of Change/Logic Model for each of these interventions;
- 7.10.6. The Supplier shall develop a strategic framework for prioritising these government interventions, building on Government's, DfT's and the Future of Flight policy team's objectives; and,
- 7.10.7. The Supplier shall recommend a short-list of interventions that meet these objectives.

7.11. Workstream 4 should address the following key questions:

- 7.11.1. What are the technological, infrastructure, airspace, regulatory and skills requirements for the emerging aviation technologies and what are the impacts of existing government interventions?
- 7.11.2. What is the strategic and economic case for UK government interventions in the AAM market?
- 7.11.3. What are the possible additional UK government interventions in the AAM market and how does this compare to other countries?
- 7.11.4. What is(are) the market or government failure rationale(s) for UK government intervention(s) in the AAM market?
- 7.11.5. What are the expected benefits, costs and risks of each of these UK government interventions in the AAM market?
- 7.11.6. Which possible UK government interventions in the AAM market should be prioritised?
- 7.11.7. What are the key trade-offs and choices the UK faces for developing AAM and supporting technologies?

### Project Approach

- 7.12. The Supplier must have experience and capabilities as set out in Section 6. The Supplier should include biographies, CVs of the people undertaking the work and details of key subcontractors as part of their tender, the time people and subcontractors are expected to put into the work, a list of previous relevant work and two case studies.
- 7.13. The Supplier should set out their proposed methodology, approach to contract management and social value<sup>10</sup> as part of their tender. The methodology and approach to contract management will be agreed with the Contracting Manager and Project Steering Group within the 2 weeks of the

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<sup>10</sup> This refers to action to increase the representation of women in the contract workforce and supporting in-work progression to help people, including those from disadvantaged or minority groups, to move into higher paid work by developing new skills relevant to the contract.

contract being awarded and will be reviewed throughout the project (or an alternative timeframe that is agreed by the Contract Manager).

- 7.14. When delivering each task in these workstreams, the Supplier should build on the results of the research previously commissioned by DfT, CPC and FFC, and draw on the results of other tasks and other relevant evidence as appropriate (existing evidence summarised in Section 4). The Suppliers should include this in the proposed methodology of their tender.
- 7.15. The Supplier will focus on the quantifiable and economic evidence, including environmental impacts of AAM, but should also consider qualitative description of impacts and assessments of scale where no quantifiable evidence is available. The Suppliers should include this in the proposed methodology of their tender.
- 7.16. The Supplier will demonstrate how the analysis has been quality assured, in line with the DfT Analytical Assurance Framework<sup>11</sup>, HM Treasury (HMT) Aqua Book<sup>12</sup> and/or equivalent analytical standards e.g. the International Organisation for Standardisation (ISO). All evidence used should be referenced and assumptions should be justified and tested. The Suppliers should include this in the proposed methodology of their tender.
- 7.17. The Supplier will be compliant with Government analytical guidance, including DfT Transport Appraisal Guidance (TAG)<sup>13</sup> and HMT Green Book and supplementary documents<sup>14</sup>. The Suppliers should include this in the proposed methodology of their tender.
- 7.18. The Supplier will be required to work closely with DfT, CPC and FFC and able to engage with other stakeholders as required, either directly or through introduction by DfT. This will ensure the project can access and build on existing data/evidence (summarised in Section 4) and shape project outputs. The Supplier should set this out as part of the proposed approach to contract management in their tender.
- 7.19. The Supplier shall demonstrate how they will support the equal opportunity theme, specifically by describing how the project will tackle workplace inequality. The Supplier should set this out as part of the social value section in their tender.

## **8. REPORTING REQUIREMENTS**

- 8.1. Reporting by the Supplier will be provided by call or email (to be confirmed) as a minimum on a weekly basis and will be made available to the contract

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<sup>11</sup> [DfT analytical assurance framework: strength in numbers - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/dft-analytical-assurance-framework)

<sup>12</sup> [The Aqua Book: guidance on producing quality analysis for government - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/aqua-book)

<sup>13</sup> [Transport analysis guidance - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/transport-analysis-guidance)

<sup>14</sup> [The Green Book: appraisal and evaluation in central government - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/the-green-book)

manager two working days before any contract review meetings. This should include updates on the work that has been undertaken and key findings.

- 8.2. The Supplier will produce a comprehensive Microsoft Word research report and an accompanying Microsoft Excel (or another format agreed with the Contract Manager) database, and a Microsoft PowerPoint presentation.
- 8.3. The Microsoft Word research report must: present information concisely; must be clearly written in a way that is easily accessible to a non-technical audience as far as is possible; technical jargon and terminology must be fully explained; and plain English must be used throughout. The research report should include the following:
  - 8.3.1. An executive summary;
  - 8.3.2. A description of the aims and objectives of the project and each workstream;
  - 8.3.3. Definitions and simple explanations of any technical terms;
  - 8.3.4. A full explanation of and justification for the approach taken and the methodology used, including the data sources and assumptions made, and its strengths and limitations;
  - 8.3.5. A full explanation of all of the results, and the level of robustness and uncertainty surrounding these; and,
  - 8.3.6. A record of the quality assurance that has been undertaken (including version controls, peer reviews undertaken and sign-off).
- 8.4. The Microsoft Excel (or another format agreed with the Contract Manager) database must be fully clear and accessible to the DfT's staff and be designed in accordance with spreadsheet modelling best practice. It should include the following:
  - 8.4.1. A cover sheet explaining the structure of the database;
  - 8.4.2. A sheet explaining how any modelling fits together (if necessary);
  - 8.4.3. A record of the quality assurance that has been undertaken (including a Quality Assurance log);
  - 8.4.4. A repository of data and information that can be used for modelling in the future;
  - 8.4.5. References and hyperlinks to all sources; and,
  - 8.4.6. Descriptions and justifications of all assumptions.
- 8.5. The Microsoft PowerPoint presentation should summarise the objectives, methodology and findings of the research. It should use non-technical language and it should be easy to digest. The Supplier will present this to DfT officials and other key stakeholders at a dissemination event.
- 8.6. Any documents are produced under the Contract should be provided in an electronic format agreed with the Contract Manager; and formatted according to DfT's publication guidelines and accessibility requirements.

- 8.7. The format, structure and content of the documents produced under the Contract shall be subject to the agreement in writing of the Contract Manager prior to work on them commencing.
- 8.8. Drafts sections of the Microsoft Word research report and accompanying Microsoft Excel database shall be provided to the Contract Manager and the Project Steering Group and 1 week should be allowed for this review. The draft sections should then be revised as necessary fully addressing any comments that are provided by the Contract Manager within 1 week, and will not be considered finalised until agreed in writing with the Contract Manager
- 8.9. Final drafts of documents shall be provided for the Contract Manager and the Project Steering Group to review and 2 weeks should be allowed for this review. The draft reports and spreadsheets should then be revised as necessary fully addressing any comments that are provided by the Contract Manager within 2 weeks, and will not be considered finalised until agreed in writing with the Contract Manager.
- 8.10. DfT will have the right to publish any reports, spreadsheets and other deliverables (subject to approvals).

## **9. KEY MILESTONES**

- 9.1. A project initiation meeting will be held within 1 week of the Contract being awarded. This will be to introduce the project team, Contract Manager and Project Steering Group, discuss and agree the scope, methodology and approach to contract management of the project, as well as share existing evidence and analysis.
- 9.2. A draft methodology and project plan shall be submitted for the Contract Manager and the Project Steering Group within 1 week of the Contract being awarded, building on information submitted as part of the tender. These will be reviewed and agreed by the Supplier and Authority within 2 weeks of commencement of the contract being awarded (or an alternative timeframe that is agreed by the Contract Manager).
- 9.3. The Supplier shall ensure that the project plan is maintained and updated on a regular basis as may be necessary to reflect the then current state of the implementation of the services. The Authority shall have the right to require the supplier to include any reasonable changes or provisions in each version of the plan. Any proposed changes to the plan and individual tasks within the plan should be documented by the Contractor and submitted to the Authority's Contract Manager for review and/or approval together with a clear statement of impact on the Contract including but not limited to timing,

resources and costs. No work should be undertaken in respect of the proposed change without prior approval.

- 9.4. The Contract will be managed by the DfT's Contract Manager and steered by a Project Steering Group to be established and chaired by DfT. The first dates for meetings with the Contract Manager and the Project Steering Group will be agreed in the project initiation meeting.
- 9.5. The Supplier shall meet with the Contract Manager and relevant stakeholders on a weekly basis. The Project Steering Group will convene at the inception of the project, after draft deliverables for each workstream have been submitted and after the final draft deliverables have been submitted towards the end of the project.
- 9.6. The Supplier shall maintain contact with the Authority's Contract Manager, including updates on their progress by phone or email every week or more often as required. Delivery of the agreed work will be monitored as required by telephone and email discussions with the Authority's Contract Manager. Additional informal progress meetings with the Authority's Contract Manager may be arranged as required.
- 9.7. The proposed timetable for the key deliverables in the core workstreams is set out in the table below:

Milestone	Description	Timeframe / Delivery Date
1	Inception meeting	Within week 1 of Contract Award
2	Methodology and project plan agreed	Within 2 weeks of Contract Award
3	All draft documents (Word report, Excel spreadsheet and PowerPoint presentation) for comments by participants	No later than 24/02/23
4	FINAL documents (Word report, Excel spreadsheet and PowerPoint presentation) to include feedback and changes	No Later than 31/03/23
5	Research findings dissemination event	No later than 31/03/23
6	Project closure meeting	No later than 31/03/23

## 10. VOLUMES



- 10.1. This contract is a one-off requirement with four core workstreams via the Research and Insights DPS (Dynamic Purchasing System) until the end of March 2023.

## **11. CONTINUOUS IMPROVEMENT**

- 11.1. The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 11.2. The Supplier should present new ways of working to the Authority during Contract review meetings.
- 11.3. Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

## **12. QUALITY**

- 12.1. All analysis undertaken and all deliverables produced under the Contract should be fully quality assured and produced to a level of quality that is to the satisfaction of the Authority's Contract Manager.
- 12.2. The Potential Provider's submissions will be expected to provide full confidence to the Authority that they are capable of carrying out the work to the high quality expected.
- 12.3. The Authority places a high importance on the quality assurance of our analysis and that done by the Supplier.
- 12.4. The Supplier shall follow the DfT Analytical Assurance Framework<sup>15</sup>, HM HMT Aqua Book<sup>16</sup> and/or equivalent analytical standard (e.g. the ISO) when carrying out their work, and Potential Providers' should specify in their bid how they will incorporate this throughout the analysis. The requirements for assurance apply to all existing and new models the Supplier will utilise, and to any model alterations.
- 12.5. Sign-off for the quality assurance must be done by someone of sufficient seniority within the Supplier's organisation to be able take responsibility for the work done. Acceptance of the work by the Authority will take this into consideration. The Authority reserve the right to refuse to sign off outputs which do not meet the required standard specified in this invitation to tender.

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<sup>15</sup> [DfT analytical assurance framework: strength in numbers - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/dft-analytical-assurance-framework-strength-in-numbers)

<sup>16</sup> [The Aqua Book: guidance on producing quality analysis for government - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/the-aqua-book-guidance-on-producing-quality-analysis-for-government)



- 12.6. The Supplier will be responsible for any work supplied by sub-contractors and should therefore provide assurance that all work in the contract is undertaken in accordance with the quality assurance expectation agreed at the beginning of the project.

### **13. PRICE**

- 13.1. The Supplier shall provide a fixed price for this work. The maximum allocated budget for the contract is £100,000 including VAT. Bids above this value may be discounted at the discretion of the DfT.
- 13.2. 20% of the total evaluation score will be allocated to evaluation of the prices tendered for the specified requirement.
- 13.3. Prices are to be submitted via DfT's E-Sourcing portal. The portal is available using the following link: <https://dft.app.jaggaer.com/web/login.html>

### **14. STAFF AND CUSTOMER SERVICE**

- 14.1. The Supplier shall provide a sufficient level of resource throughout the duration of the Contract to consistently deliver a quality service.
- 14.2. The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 14.3. The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

### **15. SERVICE LEVELS AND PERFORMANCE**

- 15.1. The Authority will measure the performance of the Supplier against the following criteria:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Delivery timescales	All agreed deadlines are fully met	100%
2	Delivery timescales	Comments on draft documents for sections related to each workstream fully addressed within 1 week of receipt	100%
3	Delivery timescales	Comments on drafts of final documents fully addressed within 2 weeks of receipt	100%

4	Quality	All work fully meets the quality standards specified in this Statement of Requirements	100%
5	Outputs	All outputs fully address the requirements specified by the Authority	100%
6	Progress report	Progress reports will be supplied to the DfT project manager by phone or email (to be confirmed). This will include a summary of progress against the delivery.	Weekly
7	Risk monitoring	The Supplier will raise any concerns about the possibility of failing to meet the overall deadline and lack of relevant information to meet the requirements as soon as possible.	As soon as possible, within 2 working days if risk materialises.
8	Communication	The Supplier shall acknowledge any communications from the contract/project manager within 2 working days	2 working days

15.2. In the event of poor performance, the Supplier shall take all reasonable steps to rectify their performance. The Authority may make suggestions to increase performance.

15.3. Where poor Supplier performance has not been rectified, the Authority shall reserve the right to retain payment, either in whole or in part, or to evoke early termination of the Contract in line with terms & conditions highlighted in Attachment 6 – Schedule 6 Order Form.

## **16. SECURITY AND CONFIDENTIALITY REQUIREMENTS**

16.1. The Authority takes data security extremely seriously and applies agreed Government security procedures to all Contracts involving the handling of data and 'Official Sensitive' and 'Commercial Sensitive' information.

16.2. Prior to the award of the Contract, the Supplier will need to complete and return a Non-Disclosure Agreement (NDA) prepared by the Authority to the Agent. Once received, the Contract will be awarded. The NDA is intended to cover the supplier and any third party that is involved by the Supplier in the delivery of the project, in case the Supplier subcontracts specific tasks or form a consortium.

- 16.3. No Government level security clearances are required for the delivery of the Contract.

## **17. INTELLECTUAL PROPERTY RIGHTS (IPR)**

- 17.1. Any Intellectual Property arising from the Contract shall be treated in line with the standard Terms & Conditions of the Contract, as outlined in Attachment 6 – Schedule 6 Order Form.
- 17.2. The Authority will own and retain all intellectual property rights arising from the Contract, including for any new evidence, analysis, models and methodologies that are produced under the Contract. In the case where a pre-existing model is used by the Supplier to generate results for the requirement, the Authority would not own the pre-existing model.
- 17.3. The Authority reserves the right to use any data provided under this project for production and publication of any reports and results outside of the scope of the contracted project.

## **18. PAYMENT AND INVOICING**

- 18.1. Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables at agreed milestones, as agreed by the Authority's Contract Manager, whose details will be provided upon award of contract.
- 18.2. Payments shall be processed through the submission of invoices to the Authority. Each invoice must include a detailed elemental breakdown of work completed and the associated costs before payment is made.
- 18.3. Electronic copies shall be sent to the Authority's Contract Manager by email.
- 18.4. Invoices shall be submitted to:

**Shared Service Arvato,  
5 Sandringham Park,  
Swansea Vale,  
Swansea, SA7 0EA.**

## **19. CONTRACT MANAGEMENT**

- 19.1. The Authority will assign a Contract Manager to the project and will be the central point of contact. They will be the first point of contact for project management or in the case of any potential disputes, with support from the Authority's other senior officials as required.

- 19.2. The Authority require a robust escalation procedure throughout the contract.
- 19.3. Attendance at Contract Review meetings shall be at the Supplier's own expense.

## **20. LOCATION**

- 20.1. The location of the Services will be carried out remotely or at the Supplier's premises within the UK. Any anticipated travel and expenses incurred from engagement with stakeholders, or the Authority must be included in the bid price.



Crown  
Commercial  
Service

# Core Terms - DPS

## 1. Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

## 2. How the contract works

- 2.1 The Supplier is eligible for the award of Order Contracts during the DPS Contract Period.
- 2.2 CCS does not guarantee the Supplier any exclusivity, quantity or value of work under the DPS Contract.
- 2.3 CCS has paid one penny to the Supplier legally to form the DPS Contract. The Supplier acknowledges this payment.
- 2.4 If the Buyer decides to buy Deliverables under the DPS Contract it must use DPS Schedule 7 (Order Procedure) and must state its requirements using DPS Schedule 6 (Order Form Template and Order Schedules). If allowed by the Regulations, the Buyer can:
- (a) make changes to DPS Schedule 6 (Order Form Template and Order Schedules);
  - (b) create new Order Schedules;
  - (c) exclude optional template Order Schedules; and/or
  - (d) use Special Terms in the Order Form to add or change terms.
- 2.5 Each Order Contract:
- (a) is a separate Contract from the DPS Contract;
  - (b) is between a Supplier and a Buyer;
  - (c) includes Core Terms, Schedules and any other changes or items in the completed Order Form; and
  - (d) survives the termination of the DPS Contract.
- 2.6 Where the Supplier is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this DPS Contract before accepting their order.
- 2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.
- 2.8 The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

## Core Terms - DPS

(a) verify the accuracy of the Due Diligence Information; or (b) properly perform its own adequate checks.

2.9 CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.

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

2.11 An Order Contract can only be created using the electronic procedures described in the FTS Notice as required by the Regulations.

2.12 A Supplier can only receive Orders under the DPS Contract while it meets the basic access requirements for the DPS stated in the FTS Notice. CCS can audit whether a Supplier meets the basic access requirements at any point during the DPS Contract Period.

### **3. What needs to be delivered**

#### **3.1 All deliverables**

3.1.1 The Supplier must provide Deliverables:

- (a) that comply with the Specification, the DPS Application and, in relation to an Order Contract, the Order Tender (if there is one);
- (b) to a professional standard;
- (c) using reasonable skill and care; (d) using Good Industry Practice;
- (e) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract; (f) on the dates agreed; and (g) that comply with Law.

3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

#### **3.2 Goods clauses**

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

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

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

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

## Core Terms - DPS

- 3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- 3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they do not conform with Clause 3. If the Supplier does not do this it will pay the Buyer's costs including repair or re-supply by a third party.

### **3.3 Services clauses**

- 3.3.1 Late Delivery of the Services will be a Default of an Order Contract.
- 3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.



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

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

## **4. Pricing and payments**

4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.

4.2 CCS must invoice the Supplier for the Management Levy and the Supplier must pay it using the process in DPS Schedule 5 (Management Levy and Information).

4.3 All Charges and the Management Levy:

- (a) exclude VAT, which is payable on provision of a valid VAT invoice; and (b)
- include all costs connected with the Supply of Deliverables.

4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.

4.5 A Supplier invoice is only valid if it:

- (a) includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;
- (b) includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
- (c) does not include any Management Levy (the Supplier must not charge the Buyer in any way for the Management Levy).

4.6 The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.

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

4.8 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Buyer can publish the details of the late payment or non-payment.

4.9 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables, then CCS or the Buyer may require

the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.

- 4.10 If CCS or the Buyer uses Clause 4.9 then the DPS Pricing (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.
- 4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

## **5. The buyer's obligations to the supplier**

5.1 If Supplier Non-Performance arises from an Authority Cause:

- (a) neither CCS or the Buyer can terminate a Contract under Clause 10.4.1;
- (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
- (c) the Supplier is entitled to additional time needed to make the Delivery; and (d) the Supplier cannot suspend the ongoing supply of Deliverables.

5.2 Clause 5.1 only applies if the Supplier:

- (a) gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
- (b) demonstrates that the Supplier Non-Performance would not have occurred but for the Authority Cause; and
- (c) mitigated the impact of the Authority Cause.

## **6. Record keeping and reporting**

6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.

6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract:

- (a) during the Contract Period;
- (b) for 7 years after the End Date; and (c) in accordance with UK GDPR, including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1.

6.3 The Relevant Authority or an Auditor can Audit the Supplier.

6.4 During an Audit, the Supplier must:

- (a) allow the Relevant Authority or any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and
- (b) provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request.

6.5 Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority.

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

- (a) tell the Relevant Authority and give reasons;
- (b) propose corrective action; and
- (c) provide a deadline for completing the corrective action.

6.7 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:

- (a) the methodology of the review;
- (b) the sampling techniques applied; (c) details of any issues; and (d) any remedial action taken.

6.8 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

## 7. Supplier staff

7.1 The Supplier Staff involved in the performance of each Contract must:

- (a) be appropriately trained and qualified;
- (b) be vetted using Good Industry Practice and the Security Policy; and
- (c) comply with all conduct requirements when on the Buyer's Premises.

7.2 Where a Buyer decides one of the Supplier's Staff is not suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.

7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.

- 7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 7.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

## **8. Rights and protection**

8.1 The Supplier warrants and represents that:

- (a) it has full capacity and authority to enter into and to perform each Contract;
- (b) each 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 each Contract;
- (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
- (f) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
- (g) it is not impacted by an Insolvency Event; and (h) it will comply with each Order Contract.

8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.

8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:

- (a) wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and (b) non-payment by the Supplier of any Tax or National Insurance.

8.4 All claims indemnified under this Contract must use Clause 26.

8.5 The description of any provision of this Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for breach of that clause by the Supplier.

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

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

## **9. Intellectual Property Rights (IPRs)**

- 9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:
- (a) receive and use the Deliverables; and
  - (b) make use of the deliverables provided by a Replacement Supplier.
- 9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.
- 9.3 Where a Party acquires ownership of IPRs 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.
- 9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.
- 9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- (a) obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
  - (b) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- 9.7 In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

## **10. Ending the contract or any subcontract**

### **10.1 Contract Period**

- 10.1.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.

10.1.2 The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

## **10.2 Ending the contract without a reason**

10.2.1 CCS has the right to terminate the DPS Contract at any time without reason by giving the Supplier at least 30 days' notice.

10.2.2 Each Buyer has the right to terminate their Order Contract at any time without reason by giving the Supplier not less than 90 days' written notice.

## **10.3 Rectification plan process**

10.3.1 If there is a Default, the Relevant Authority may, without limiting its other rights, request that the Supplier provide a Rectification Plan.

10.3.2 When the Relevant Authority receives a requested Rectification Plan it can either:

- (a) reject the Rectification Plan or revised Rectification Plan, giving reasons; or
- (b) accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.

10.3.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:

- (a) must give reasonable grounds for its decision; and
- (b) may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

10.3.4 If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause 10.4.3(a).

## **10.4 When CCS or the buyer can end a contract**

10.4.1 If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) there is a Supplier Insolvency Event;
- (b) there is a Default that is not corrected in line with an accepted Rectification Plan;
- (c) the Supplier does not provide a Rectification Plan within 10 days of the request;
- (d) there is any material Default of the Contract;
- (e) there is any material Default of any Joint Controller Agreement relating to any Contract;

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- (f) there is a Default of Clauses 2.10, 9, 14, 15, 27, 32 or DPS Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;
- (g) there is a consistent repeated failure to meet the Performance Indicators in DPS Schedule 4 (DPS Management);
- (h) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
- (i) if the Relevant 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; or
- (j) the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.

10.4.2 CCS may terminate the DPS Contract if a Buyer terminates an Order Contract for any of the reasons listed in Clause 10.4.1.

10.4.3 If any of the following non-fault based events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) the Relevant Authority rejects a Rectification Plan;
- (b) there is a Variation which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes);
- (c) if there is a declaration of ineffectiveness in respect of any Variation; or (d) any of the events in 73 (1) (a) or (c) of the Regulations happen.

## 10.5 When the supplier can end the contract

The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate an Order Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.

## 10.6 What happens if the contract ends

10.6.1 Where a Party terminates a Contract under any of Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or 20.2 or a Contract expires all of the following apply:

- (a) The Buyer's payment obligations under the terminated Contract stop immediately.
- (b) Accumulated rights of the Parties are not affected.
- (c) The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the End Date.
- (d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
- (e) The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.

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- (f) The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and reprocurement (including to a Replacement Supplier).

10.6.2 In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminates a Contract under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

10.6.3 In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Contract under Clause 10.2.1 or 10.2.2 or a Supplier terminates an Order Contract under Clause 10.5:

- (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and
- (b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated.

10.6.4 In addition to the consequences of termination listed in Clause 10.6.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.

10.6.5 The following Clauses survive the termination or expiry of each Contract: 3.2.10, 4.2, 6, 7.5, 9, 11, 12.2, 14, 15, 16, 17, 18, 31.3, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

## **10.7 Partially ending and suspending the contract**

10.7.1 Where CCS has the right to terminate the DPS Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Order Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Order Contracts that have already been signed.

10.7.2 Where CCS has the right to terminate a DPS Contract it is entitled to terminate all or part of it.

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

10.7.4 The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.

10.7.5 The Parties must agree any necessary Variation required by Clause 10.7 using the Variation Procedure, but the Supplier may not either:



- (a) reject the Variation; or
- (b) increase the Charges, except where the right to partial termination is under Clause 10.2.

10.7.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.7.

## **10.8 When subcontracts can be ended**

At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

- (a) there is a Change of Control of a Subcontractor which is not pre-approved by the Relevant Authority in writing;
- (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4; or
- (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority.

## **11. How much you can be held responsible for**

11.1 Each Party's total aggregate liability in each Contract Year under this DPS Contract (whether in tort, contract or otherwise) is no more than £1,000,000.

11.2 Each Party's total aggregate liability in each Contract Year under each Order Contract (whether in tort, contract or otherwise) is no more than one hundred and twenty five percent (125%) of the Estimated Yearly Charges unless specified in the Order Form.

11.3 No Party is liable to the other for:

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

11.4 In spite of Clause 11.1 and 11.2, 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;
- (d) its obligation to pay the required Management Levy or Default Management Levy.

- 11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 9.5, 31.3 or Order Schedule 2 (Staff Transfer) of a Contract.
- 11.6 In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.
- 11.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.
- 11.8 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:
- (a) Deductions; and
  - (b) any items specified in Clauses 11.5 or 11.6.
- 11.9 If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

## **12. Obeying the law**

- 12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).
- 12.2 To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.
- 12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

## **13. Insurance**

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

## **14. Data protection**

- 14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
- 14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.

- 14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.
- 14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
- 14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.
- 14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
  - (b) restore the Government Data itself or using a third party.
- 14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.
- 14.8 The Supplier:
- (a) must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
  - (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
  - (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
  - (d) securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it; and
  - (e) indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

## **15. What you must keep confidential**

15.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;

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- (b) except as expressly set out in the Contract at Clauses 15.2 to 15.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and
- (c) immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

15.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, 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) on a confidential basis, to its auditors;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis; or
- (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.

15.3 In spite of Clause 15.1, 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 Relevant Authority at its request.

15.4 In spite of Clause 15.1, CCS or the Buyer may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to;
- (c) if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament; or (e) under Clauses 4.7 and 16.

- 15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.
- 15.6 Transparency Information is not Confidential Information.
- 15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

## **16. When you can share information**

- 16.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.
- 16.2 Within five (5) Working Days of the Buyer's request the Supplier must give CCS and each Buyer full cooperation and information needed so the Buyer can:
- (a) publish the Transparency Information;
  - (b) comply with any Freedom of Information Act (FOIA) request; and/or (c) comply with any Environmental Information Regulations (EIR) request.
- 16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision in its absolute discretion.

## **17. Invalid parts of the contract**

If any part of a 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 is valid or enforceable.

## **18. No other terms apply**

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.

## **19. 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.

## **20. Circumstances beyond your control**

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

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

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

## **21. Relationships created by the contract**

No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

## **22. Giving up contract rights**

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

## **23. Transferring responsibilities**

23.1 The Supplier cannot assign, novate or transfer a Contract or any part of a Contract without the Relevant Authority's written consent.

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

23.3 When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.

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

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

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

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

## **24. Changing the contract**

24.1 Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.

24.2 The Supplier must provide an Impact Assessment either:

- (a) with the Variation Form, where the Supplier requests the Variation; or
- (b) within the time limits included in a Variation Form requested by CCS or the Buyer.

24.3 If the Variation cannot be agreed or resolved by the Parties, CCS or the Buyer can either:

- (a) agree that the Contract continues without the Variation; or
- (b) terminate the affected Contract, unless in the case of an Order Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them; or
- (c) refer the Dispute to be resolved using Clause 34 (Resolving Disputes).

24.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.

24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the DPS Pricing or the Charges.

24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, DPS Pricing or a Contract and provide evidence:

- (a) that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
- (b) of how it has affected the Supplier's costs.

24.7 Any change in the DPS Pricing or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

24.8 For 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.

## **25. How to communicate about the contract**

- 25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.
- 25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address indicated on the Platform.
- 25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.
- 25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

## **26. Dealing with claims**

- 26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.
- 26.2 At the Indemnifier's cost the Beneficiary must both:
- (a) allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
  - (b) give the Indemnifier reasonable assistance with the claim if requested.
- 26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.
- 26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.
- 26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:



- (a) the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
- (b) the amount the Indemnifier paid the Beneficiary for the Claim.

## **27. Preventing fraud, bribery and corruption**

27.1 The Supplier must not during any Contract Period:

- (a) commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or
- (b) do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.

27.2 The Supplier must during the Contract Period:

- (a) create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
- (b) keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request; and
- (c) if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

27.3 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

- (a) been investigated or prosecuted for an alleged Prohibited Act;
- (b) been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
- (c) received a request or demand for any undue financial or other advantage of any kind related to a Contract; or
- (d) suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.

27.4 If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

27.5 In any notice the Supplier gives under Clause 27.3 it must specify the:

- (a) Prohibited Act;
- (b) identity of the Party who it thinks has committed the Prohibited Act; and
- (c) action it has decided to take.

## **28. Equality, diversity and human rights**

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

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

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

## **29. Health and safety**

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

- (a) all applicable Law regarding health and safety; and
- (b) the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.

29.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at the Buyer Premises that relate to the performance of a Contract.

## **30. Environment**

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

30.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental 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. CCS

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and the Buyer cannot terminate a Contract where the Supplier has not paid a minor Tax or social security contribution.

31.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:

- (a) the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
- (b) other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need.

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

31.4 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 Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
- (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements; and
- (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

## **32. Conflict of interest**

- 32.1 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 of Interest.
- 32.2 The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.
- 32.3 CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

## **33. Reporting a breach of the contract**

- 33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:
- (a) Law;
  - (b) Clause 12.1; or
  - (c) Clauses 27 to 32.
- 33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

## **34. Resolving disputes**

- 34.1 If there is a Dispute, the senior representatives of the Parties 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.
- 34.2 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 34.3 to 34.5.
- 34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- (a) determine the Dispute;
  - (b) grant interim remedies; and/or
  - (c) grant any other provisional or protective relief.

- 34.4 The Supplier agrees that the Relevant 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.
- 34.5 The Relevant 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 34.3, unless the Relevant 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 34.4.
- 34.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

## **35. Which law applies**

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

## Joint Schedule 11 (Processing Data)

### Definitions

1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

**“Processor Personnel”** all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;

### Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

- (a) “Controller” in respect of the other Party who is “Processor”;
- (b) “Processor” in respect of the other Party who is “Controller”;
- (c) “Joint Controller” with the other Party;
- (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

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

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
  - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
  - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;

## Joint Schedule 11 (Processing Data)

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- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
  - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
    - (i) nature of the data to be protected;
    - (ii) harm that might result from a Personal Data Breach;
    - (iii) state of technological development; and
    - (iv) cost of implementing any measures;
  - (c) ensure that :
    - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
    - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
      - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
      - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
      - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
      - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
  - (d) not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

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- (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
    - (ii) the Data Subject has enforceable rights and effective legal remedies;
    - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
    - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
  - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
7. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract 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 the Contract;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Personal Data Breach.
8. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:



## **Joint Schedule 11 (Processing Data)**

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- (a) the Controller with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
  - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
  - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
  - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
- (a) notify the Controller in writing of the intended Subprocessor and Processing;
  - (b) obtain the written consent of the Controller;
  - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
  - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
15. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an

applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

### **Where the Parties are Joint Controllers of Personal Data**

17. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

### **Independent Controllers of Personal Data**

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 8 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
22. The Parties shall only provide Personal Data to each other:
  - (a) to the extent necessary to perform their respective obligations under the Contract;
  - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
  - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational

measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
  - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
  - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
    - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
    - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
  - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
  - (b) implement any measures necessary to restore the security of any compromised Personal Data;
  - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
  - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

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27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 27 of this Joint Schedule 11.

## Annex 1 - Processing Personal Data

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

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are: DataProtectionOfficer@dft.gov.uk
- 1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Parties are Joint Controllers</b></p> <p><i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"><li><i>To capture perspectives and gather additional data on the industry, the Authority and Supplier intend to engage with a range of experts including representatives from academia, industry, and government. The subject matter experts involved on this project will inform the direction of research, providing guidance on the industry, potential new sources of information, and ensuring findings and insights are reasonable and validated.</i></li><li><i>Contact details, including names and email addresses, may be shared between both Parties for the purposes of engaging with experts from academia, industry and government.</i></li><li><i>Interviews may be conducted by the Supplier with these experts and findings from the interviews will be anonymised in the final deliverables.</i></li></ul>
Duration of the Processing	<p><i>From contract award date up to 6 months after the end of the contract (30 September 2023)</i></p>

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Nature and purposes of the Processing	<ul style="list-style-type: none"><li>• <i>To capture perspectives and gather additional data on the industry, the Authority and Supplier intend to engage with a range of experts including representatives from academia, industry, and government. The subject matter experts involved on this project will inform the direction of research, providing guidance on the industry, potential new sources of information, and ensuring findings and insights are reasonable and validated.</i></li><li>• <i>Contact details, including names and email addresses, may be shared between both Parties for the purposes of engaging with experts from academia, industry and government.</i></li><li>• <i>Interviews may be conducted by the Supplier with these experts and findings from the interviews will be anonymised in the final deliverables.</i></li></ul>
Type of Personal Data	<i>Name Email address Role title Organisation/employer</i>
Categories of Data Subject	<i>Staff</i>
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	<i>All personal data will be deleted 6 months after the end of the contract (30 September 2023) after all processing has been completed</i>

## **Annex 2 - Joint Controller Agreement**

### **1. Joint Controller Status and Allocation of Responsibilities**

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 2-15 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 7-27 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that Bryce Space and Technology Limited:

- (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
- (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
- (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
- (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Deliverables where consent is the relevant legal basis for that Processing; and
- (e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in Bryce Space and Technology Limited's privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

### **2. Undertakings of both Parties**

2.1 The Supplier and the Relevant Authority each undertake that they shall:

- (a) report to the other Party every 12 months on:

- (i) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
- (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
- (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
- (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
- (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of the Contract during that period;

- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Deliverables and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- (e) request from the Data Subject only the minimum information necessary to provide the Deliverables and treat such extracted information as Confidential Information;
- (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;



- (g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
  - (i) are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information;
  - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so; and
  - (iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- (h) ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:
  - (i) nature of the data to be protected;
  - (ii) harm that might result from a Personal Data Breach;
  - (iii) state of technological development; and
  - (iv) cost of implementing any measures;
- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and
- (j) ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.

2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

### **3. Data Protection Breach**

- 3.1 Without prejudice to clause 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:

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- (a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation; and
- (b) all reasonable assistance, including:
  - (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
  - (ii) co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;
  - (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
  - (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

- (a) the nature of the Personal Data Breach;
- (b) the nature of Personal Data affected;
- (c) the categories and number of Data Subjects concerned;
- (d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
- (e) measures taken or proposed to be taken to address the Personal Data Breach; and
- (f) describe the likely consequences of the Personal Data Breach.

## **4. Audit**

4.1 The Supplier shall permit:

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Model Version: v1.3

- (a) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, to conduct, at the Relevant Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or
- (b) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Deliverables.

4.2 The Relevant Authority may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

## **5. Impact Assessments**

5.1 The Parties shall:

- (a) provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- (b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 UK GDPR.

## **6. ICO Guidance**

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

## **7. Liabilities for Data Protection Breach**

If financial penalties are imposed by the Information Commissioner on either the Relevant Authority or the Supplier for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:

- (a) if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Relevant Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
  - (b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
  - (c) if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (Resolving disputes).
- 7.1 If either the Relevant Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.
- 7.2 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "Claim Losses"):
- (a) if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;
  - (b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and
  - (c) if responsibility for the relevant Personal Data Breach is unclear, then the Relevant Authority and the Supplier shall be responsible for the Claim Losses equally.

- 7.3 Nothing in either clause 7.2 or clause 7.3 shall preclude the Relevant Authority and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Relevant Authority.

**8. Termination**

If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), the Relevant Authority shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 10 of the Core Terms (*Ending the contract*).

**9. Sub-Processing**

- 9.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:
- (a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
  - (b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

**10. Data Retention**

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

TAVI4101 – Order Schedule 4 – Order Tender - Redacted from publication under Section 43 of the Freedom of Information Act 2000

TAVI4101 – Order Schedule 5 – Pricing Detail - Redacted from publication under Section 43 of the Freedom of Information Act 2000