

The Short Form Contract

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

II. Order Form

1. Contract Reference	<i>THE_IGSC</i>	
2. Buyer	[REDACTED], Department for Education, 20 Great Smith St, London SW1P 3BT.	
3. Supplier	[REDACTED], Times Higher Education, 26 Red Lion Square, London, WC1R 4HQ.	
4. The Contract	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables.</p> <p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in the Conditions.</p> <p>In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.</p>	
5. Deliverables	Goods	<p>Description: as set out in Annex 2- Specification.</p> <p>The Goods are to be Delivered in accordance with the following instructions:</p> <p>Delivery Address: Sherfield Building, Imperial College London, South Kensington Campus, London, SW7 2AZ</p> <p>Delivery contact: [REDACTED] Telephone: [REDACTED] Email: [REDACTED]</p> <p>Date of Delivery: [REDACTED]</p>

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	Services Description: as set out in [Annex 2 – Specification] To be performed at: Sherfield Building, Imperial College London, South Kensington Campus, London, SW7 2AZ and at THE, 26 Red Lion Square, London, WC1R 4HQ. Dates of Delivery: from 21.03.23 to 20.11.23. Conference Delivery dates: [REDACTED]
	[REDACTED] - Evening event (tbc) [REDACTED] - International green skills conference and evening event
6. Specification	The specification of the Deliverables is as set out in [Annex 2 – Specification .]
7. Start Date	21.03.23
8. Expiry Date	20.11.23
9. Extension Period	The Buyer may extend the Contract for a period of up to 6 Months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The Conditions of the Contract shall apply throughout any such extended period.
10. Optional Intellectual Property Rights ("IPR") Clauses	<i>Buyer ownership of all New IPR with limited Supplier rights to all New IPR in order to deliver the Contract; as set out in Part A of Annex 5-Optional IPR Clauses.</i>
11. Charges	The Charges for the Deliverables shall be as set out in [Annex 3 – Charges].

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12. Payment	<p>Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier.</p> <p>All invoices must be sent, quoting a valid Purchase Order Number (PO Number), to: [REDACTED] . Please copy [REDACTED] into the correspondence.</p> <p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name, email, and telephone number) of your Buyer contact (i.e. Buyer Authorised Representative). Non-compliant invoices may be sent back to you, which may lead to a delay in payment.</p> <p>Payments will be made to:</p>
	<p>[REDACTED]</p> <p>[REDACTED]</p>
13. Data Protection Liability Cap	<p>In accordance with clause 11.5 of the Conditions, the Supplier's total aggregate liability under clause 13.7(e) of the Conditions is no more than the Data Protection Liability Cap, being [REDACTED]</p>
14. Progress Meetings and Progress Reports	<p>Progress meetings, progress reporting and activity updates to be undertaken as set out in Annex 2- Specification</p> <p><i>See clause 7.1 of the Conditions for further details</i></p>

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15. Buyer Authorised Representative(s)	<div></div> <div></div>
16. Supplier Authorised Representative(s)	<div></div> <div></div> <div>-</div>
17. Address for notices	<div><div>Buyer:</div><div>NB:</div><div></div></div> <div><div>Supplier:</div><div></div></div>
	<div></div>

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18. Key Staff	<div>██████████</div> <div>██████████</div> <div>██████████</div> <div>██████████</div> <div>██████████</div> <div>██████████</div>
19. Procedures and Policies	<p>For the purposes of the Contract:</p> <p>The Buyer's Staff Vetting Procedures are: security-policiesbrochure.pdf (sharepoint.com).</p> <p>The Buyer's security / data security requirements are listed in [Annex 6].</p> <p>The Buyer's equality and diversity policy/requirements and instructions related to equality Law are: Public Sector Equality Duty (Equality Duty) Guidance for Suppliers to DfE (publishing.service.gov.uk) .</p> <p>The Buyer's environmental policy in procurement are contained in [Annex 7].</p> <p>The Buyer's health and safety policy are contained in [Annex 8].</p>
20. Special Terms	'N/A'
21. Incorporated /terms	The following documents are incorporated into the Contract. If there is any conflict, the following order of precedence applies:

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	<p>a) The cover letter from the Buyer to the Supplier dated 27.04.23</p> <p>b) This Order Form</p> <p>c) Conditions including Annex 5 – Optional IPR Clauses]</p> <p>d) The following Annexes in equal order of precedence:</p> <p>i. Annex 1 – Processing Personal Data</p> <p>ii. [Annex 2 – Specification iii. [Annex 3 – Charges]</p>
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Signed for and on behalf of the Supplier	Signed for and on behalf of the Buyer
Name: [Redacted]	Name: [Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]

This Order Form may be signed electronically by both Parties.

III. Annex 1 – Processing Personal Data

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A. Part A - Authorized Processing Template

Contract:	[International Green Skills Conference]
Date:	17.05.23
Description of authorised processing	Management of delegate and speaker data for delivery of the International Green Skills Conference
Identity of Controller and Processor for each category of Personal Data	DfE Controller and Processor- [REDACTED] THE Processor/s- [REDACTED]
Subject matter of the processing	Contact information of conference delegates who have registered via the website, and of speakers whose information will be primarily provided by DfE, THE and steering group networks, though may also come through website enquiries.
Duration of the processing	From commencement of contract to 20.11.23
Nature and purposes of the processing	Delegates: to update those who have registered interest via the website that programme and booking is live, to provide key conference updates, booking information and collect post event feedback. Speakers- to arrange logistics for speaking at the conference and thank you letters following the event.
Type of Personal Data	Names, email addresses, telephone number, sector, date of birth and role.
Categories of Data Subject	Staff- DfE, THE, venue staff and temporary workers contracted by THE or conference venue Delegates and speakers- members of the public, students, public and private sector professionals Suppliers

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Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	<p>Under Article 28(3)(g) the contract must say that at the end of the contract the processor must:</p> <ul style="list-style-type: none">• at the controller's choice, delete or return to the controller all the personal data it has been processing for it; and• delete existing copies of the personal data unless UK law requires it to be stored. <p>It should be noted that deletion of personal data should be done in a secure manner, in accordance with the security requirements of Article 32. For more information, please read our guidance on security.</p> <p>The contract must include these terms to ensure the continuing protection of the personal data after the contract ends. This reflects the fact that it is ultimately for the controller to decide what should happen to the personal data being processed, once processing is complete.</p> <p>We appreciate the practical reality that it may not be possible for data in backups or archives to be deleted immediately on termination of a contract. Provided appropriate safeguards are in place, such as the data being put immediately beyond use, it may be acceptable that the data is not deleted immediately if the retention period is appropriate and the data is subsequently deleted as soon as possible, eg on the processor's next deletion/destruction cycle.</p>
Locations at which the Supplier and/or its Subcontractors process Personal Data under this Contract	<p>Times Higher Education 26 Red Lion Square London WC1A 4HQ</p>
Protective Measures that the Supplier and, where applicable, its Subcontractors have implemented to protect Personal Data processed under this Contract against a breach of security (insofar as that breach of security relates to data) or a Personal Data Breach	<p>Performing strong identity verification to ensure devices are not compromised. Limiting the use of third-party software and browsing to unsafe websites. Encrypting data on the device to protect against device compromise and theft. Perform regular audits of endpoints to discover threats and security issues.</p>

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Part C – Independent Controllers 1. Independent Controller Provisions

- 1.1 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.
- 1.2 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.
- 1.3 Where a Party has provided Personal Data to the other Party in accordance with Paragraph 1.1 of this Part C – *Independent Controllers* of Annex 1 – *Processing Personal Data* 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.
- 1.4 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.
- 1.5 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 Part A - *Authorized Processing Template* of Annex 1 – *Processing Personal Data*.
- 1.6 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.
- 1.7 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.

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- 1.8 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.
- 1.9 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 or any other regulatory authority 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.
- 1.10 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 Part A - *Authorized Processing Template* of Annex 1 – *Processing Personal Data*.
- 1.11 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 Part A - *Authorized Processing Template* of Annex 1 – *Processing Personal Data*.

NOTWITHSTANDING THE GENERAL APPLICATION OF CLAUSES 13.9(A) TO 13.9(Q) OF THE CONDITIONS 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 1.1 TO 0 OF THIS PART C – INDEPENDENT CONTROLLERS OF ANNEX 1 – PROCESSING PERSONAL DATA.

IV. [Annex 2 – Specification]

Conference overview:

The UK government and Times Higher Education will host an international green skills conference to include a networking drinks receptions and dinner, prior to and following the conference. The conference will shine a light on the breadth of, and appetite for, green skills learning and training opportunities and green career pathways within a global context. The conference will be designed and delivered in collaboration with international partners, industry, the further and higher education sector, and youth.

Proposed Conference Format

When: [REDACTED]

Where: Grantham Institute, Imperial College London, with virtual engagement to be made available online.

Target Audience: Policy makers, industry, and the education sector, in the UK and globally. Youth representation will be embedded throughout conference activities, and students and learners will be engaged through the green careers and training fair, and virtual engagement.

The Conference aims to:

1. Encourage collaboration to accelerate green skills provision:

Facilitate international discussion between learners, industry, policymakers and educators on how to accelerate the delivery of green skills provision to support the transition to net zero; providing opportunities for the sharing of knowledge, exchange of good practice and building of lasting relationships to progress action on the green skills agenda.

2. Showcase green career opportunities:

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Showcase HE and FE skills provision to support green career opportunities and to increase the profile, momentum and accessibility of green careers in the UK and internationally.

- 3. Establish dialogue between businesses to enhance action on green skills:** Facilitate knowledge-exchange and strengthen dialogue between businesses and industry partners to enhance awareness and understanding of the benefits of investment in green skills.

Conference Delivery Key Performance Indicators:

Delegates:

- Target delegate numbers: 400 in person delegates.
- Audience groups and proportions: Propose that the conference audience comprises of 20% students, 5% prospective students and those seeking green careers, 30% industry, 30% education sector and 15% policy makers. From these total numbers, 15-20% to be internationally focused delegates.

Programme:

- Programme to include: day conference with in person and online capabilities, and an evening event the day before the conference.
- Programme to appeal to and engage the key audience groups and deliver on the conference objectives outlined above.

Deliverables:

- Deliverables below produced to the required scope, quality measures and timings outlined in Annex 2

[Subject to Contract]

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Delivery Partner Scope and Deliverables

Area	Tasks	Products and Outputs	Timing	Quality Measure
Project Planning and budget	<ul style="list-style-type: none">• THE to produce detailed project plan with key milestones, THE to identify costs aligned to budget profile, prioritising value for money and cost efficiencies where possible.• THE to produce detailed delivery budget• THE's budget responsibility to include all conference delivery goods and services supplied by THE, including additional AV and subcontractors and to exclude venue hire, catering and inhouse AV.	<ul style="list-style-type: none">• Project plan• Budget profile	Project plan to be finalised by Monday 16 th May 2023	<p>DfE to approve project plan, budget and any changes to costs during delivery.</p> <p>Budget to consider value for money and to not exceed £99,995. This amount excludes venue hire, catering and inhouse AV.</p> <p>Project plan to consider links with wider green skills activities and global events.</p>

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Comms and marketing	Comms and Marketing Plan <ul style="list-style-type: none"> THE to develop comms plan for IGSC and ensure alignment with wider IGSC delivery plan and key milestones. Comms plan to include objectives and measurable KPIs. A single set of comms assets and core marketing text will be developed by THE for DfE input and approval to appeal to all audience groups, rather than trying to tailor it for specific audience groups. 	Comms plan	Plan to be developed by Tuesday 2 nd May 2023	DfE to sign off on final comms plan. Comms plan and related comms activity to be in line with comms plan objectives and conference delivery KPIs. Comms plan to ensure all comms assets developed to appeal to and engage key audience groups.
THE Marketing Deliverables				
	Development of comms assets <ul style="list-style-type: none"> DfE to provide international green skills conference concept note and target audience details, and share details of steering group comms routes, audience and reach where available, for THE to pick up with steering group members for further information as needed. THE to develop a single set of comms assets for the IGSC website and wider promotion activities, to be used across 	Comms assets	Branding to be developed prior to website going live, development of comms assets TBD via comms plan Op-ed to be drafted and signed off by Friday 1 st September 2023	DfE conference lead and DfE comms team to sign off on draft comms assets, including branding and marketing text. Comms assets to accurately reflect conference aims and are developed to appeal to and engage key audience groups.

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	<p>all key audience groups. Specific comms assets to be agreed in comms and marketing plan. Comms assets will include logos in various sizes, 1 x email header, 1 x email signature, 2x social cards, 2 x website headers and images for the website homepage, and virtual leaflet. (Visual branded components only)</p> <p>THE will create one single piece of core marketing text for DfE input and sign off to be used across all the comms, rather than trying to tailor it for specific audience groups. The core text will be sufficiently detailed to be adapted or reduced for use across various platforms as needed.</p> <ul style="list-style-type: none">• The assets and core marketing copy provided to be utilised by steering groups to engage and market the event to their key audience groups..• DfE to provide written op-ed piece (max 1000wds) from the Secretary of State/senior Minister or senior policy official promoting the event concept and event attendance			
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	<p>Promotion of IGSC through existing THE channels</p> <p>THE will outline on the comms plan existing networks and channels that will be used for IGSC promotion to the THE audience and frequency of the comms.</p>	Series of comms products TBD	<p>THE comms routes plan to be finalised by Tuesday 2nd May 2023, to align with wider comms and project plan</p> <p>Activity timings TDB via comms plan</p>	<p>THE to provide details of routes for promoting IGSC through existing networks, to be incorporated into wider comms plan.</p> <p>THE will provide figures on the comms plan of its audience size and frequency of comms to the THE audience. This will include a minimum of 2 x emails to university contacts and students and 2 x social posts per platform, 2 x newsletter features</p>
Development and management of Website	<ul style="list-style-type: none"> THE to develop website from concept through to launch and post event comms- website scope to be agreed by DfE Website to include embedded recordings of sessions. THE to manage delegate registration, enquiries and communications with conference attendees 	<ul style="list-style-type: none"> Website developed and launched Customer service email 	Website with landing page, initial conference info and email capture to go live by Wednesday 17 th May 2023 to align with major high profile comms announcement by DfE. Website to include delegate registration and delegate enquiries service live.	<p>Website accurately portrays conference information and is designed to appeal to key audience groups.</p> <p>DfE to work through design iterations with THE and sign off on final design.</p> <p>Conference enquiries responded to and resolved within 2 working days.</p>

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			<p>Headline conference programme published by 19th June</p> <p>Full website and programme to go live by Mon 17th July</p>	
Marketing, communications and Delegate acquisition	<ul style="list-style-type: none"> THE to develop logos and event assets for steering group, DfE and THE to promote and social and via their networks. THE to send x2 emails the relevant contacts about the event and post via its social channels to align with key comms milestones THE to send at least one journalist to cover the summit THE to work with DfE in jointly creating a press release for the event 	<p>Delegates attending the summit and event promotion</p>	<p>DfE to confirm event title by Wednesday 5th April 2023</p> <p>THE to provide weekly updates on delegate sign up numbers through standard reporting channels.</p>	<p>THE to develop an event brand identity, for DfE approval. THE and DfE will endeavour to limit to 2 rounds of iterations and DfE will have final sign off on branding.</p> <p>A minimum 400 total registrations across all audience groups and types to be secured., through a combination of DfE and THE lead marketing, supported by the steering group, as above.</p>
Programme Provide event structure	<ul style="list-style-type: none"> THE to develop core event structure that optimises venue capacity and allows scope for interactive delegate sessions where possible. Structure to include: Suggested times, numbers of tracks and suggested themes. Online elements of the conference to include recordings of the main plenary 	<p>Detailed programme structure for in-person event, virtual activities and evening events</p>	<p>Core structure and thematic tracks confirmed by Monday 15th May 2023</p>	<p>Structure to make best use of facilities and deliver against event objectives, and provision for all delegates to attend breakout sessions.</p> <p>DfE to sign off on event structure.</p>

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	and keynote sessions which will be shared following the conference. Suggested core event structure and timings for evening events, one the evening prior to the conference and one the evening of the conference.			
Development of events programme content	<ul style="list-style-type: none"> • THE to bring together overall events programme content, including evening events, that delivers on all event objectives and targets key audience groups • THE to lead on coordinating events programme content, including the in person careers fair, including through working group activities, ensuring appropriate spread of audience groups' engagement across events 	Events programme	<p>Ambition is for 70% of speakers to be confirmed by Wednesday 31st May 2023</p> <p>High level programme confirmed by Monday 19th June 2023</p>	<p>Programme to include appropriate spread of audience groups across events and to deliver on overall events programme</p> <p>DfE to approve events and sign off on final programme</p>
Speakers Management	<p>Speaker invitation and liaison</p> <ul style="list-style-type: none"> • THE to draft invitation letter once the Events, Youth and Business groups have identified preferred speakers and partners. • THE to issue formal invitations via email, hold any necessary calls with potential speakers, and provide alternative suggestions when requested. 	Invitation letters	Timings TDB via comms and events working group plan	<p>Invite text to accurately reflect conference aims and be pitched appropriately to audience DfE to approve invitation text.</p> <p>DfE to approve speakers prior to invites being sent</p> <p>THE to coordinate, provide oversight and logistics for careers fair and include reference to the career's fair in conference marketing</p>

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	<ul style="list-style-type: none">• DfE to be able to approve/reject any proposed speakers within five working days of a named proposal assuming sufficient information is provided to make a judgement• DfE responsible for securing the Secretary of State or a senior Minister/s to speak at the event• THE responsible for issuing the majority of invites, badged as a joint invitation by DfE and THE. Where advantageous, DfE to distribute invites (eg Ministers and those recommended by Ministers). DfE and THE to jointly invite or use contact to invite any C SUITE / high profile speakers to give keynote addresses at the summit.• THE to provide draft invite and suggest suitable speakers.			
	Speaker contacts management THE to collate and manage up to date list of speakers and prospective speakers	Speaker information list	Timings TBD via comms and events working group plan	THE to make up to date speakers list available to DfE as requested

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	<p>Speaker due diligence</p> <p>THE to undertake due diligence on prospective speakers to ensure their appropriateness for a green skills and careers conference hosted by a UK government department.</p>	<p>Brief information on speakers' work or organisation and confirmation that due diligence has been undertaken to be included in the speakers information list.</p>	<p>Timings TBD via comms and events working group plan</p>	<p>THE to make up to date speakers list available to DfE as requested</p>
<p>Working Groups - management and reporting</p>	<ul style="list-style-type: none"> • THE to lead, co-ordinate and convene working groups on a tri-weekly basis, driving group activities towards key deliverables. • THE to develop working groups delivery plan, to align with wider project delivery milestones and steering group meeting timings • THE to shape steering group agenda and discussions • Working groups to work towards deliverables listed in working group scope and deliverables below this table, including the planning and coordination of the skills and careers fair. • THE to take minutes of each meeting, report back to core DfE team, update shared document and provide updates to the wider steering group via steering group meetings 	<ul style="list-style-type: none"> • Working groups delivery plan • Working group reporting and deliverables tracker 	<p>Working groups delivery plan to be finalised by Monday 16th May to align with wider comms and project plan</p> <p>Groups to meet every three weeks Timings of group deliverables TBD as per working groups delivery plan</p> <p>Working group updates, blockers and any key decisions for approval to be provided as part of wider reporting processes detailed below.</p>	<p>DfE to have sight of and where necessary approve key working group decisions and activities</p>

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Venue	Venue management and liaison <ul style="list-style-type: none"> • THE to undertake venue visit and advise on best use of venue spaces and programme tracks for the conference • THE to liaise with venue on all logistics for the event including: catering, dietary, room setup, setup timing, position of reg desk, etc. • DfE to liaise with venue directly on payment and contract 	<ul style="list-style-type: none"> • Venue booked and managed to required scope 	THE to update on venue related activities via reporting channels and related timings below	DfE to have sight of key venue related activities via reporting channels and sign off on sustainably focused catering options
Event management	AV- additional to inhouse AV <ul style="list-style-type: none"> • THE to get quotes for additional AV • THE to confirm AV suppliers • THE to produce AV running order and confirm details, meeting week or 2 before event 	<ul style="list-style-type: none"> • AV booked and managed to required scope 	Timings to be determined as per project plan	DfE to approve AV quote and spec
	Onsite event management <ul style="list-style-type: none"> • THE to ensure room/exhibition setups are as requested 	<ul style="list-style-type: none"> • Event team to manage the event day • Catering coordinated to correct timings 	Timings to be determined as per project plan	DfE to have sight of and where necessary approve key event management decisions and activities. Sufficient event staff to be available to support delegates, manage all liaison, coordinate AV

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	Onsite staff management <ul style="list-style-type: none">• THE to book hosts for reg desk if necessary and produce onsite brief• THE to provide on the day event coordinator and AV manager for event recordings• THE to produce onsite staff notes – arrange meeting in lead up (two week prior to event) to go over onsite tasks and venue walk through for event delivery teams, including THE staff and suppliers• THE to book photographer and produce brief	<ul style="list-style-type: none">• Event hosts and photographer on the day• Onsite staff notes and photographer brief	Timings to be determined as per project plan	DfE to have sight of and where necessary approve key event management decisions and activities
	<ul style="list-style-type: none">• THE to liaise with venue, exhibitors and catering to ensure timings are correct• THE to ensure everything is set up in time for delegates' arrival	<ul style="list-style-type: none">• Venue is set up in time for delegate arrival• Tech is set up in time for delegate arrival and tech staff available to deal with any issues on the day.		

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Sustainability	<ul style="list-style-type: none"> Sustainability to be considered in the provision of all goods and services for delivery of conference, including those sourced through the venue. Sustainability to be prioritised in choice of delegate refreshments for the conference THE to provide information on where sustainability has been considered in conference delivery, both as a running update through regular reporting channels, and a collated document following the conference. Estimate of carbon emission footprint for goods and services to be provided where available. 	<ul style="list-style-type: none"> Document providing evidence of sustainability being considered in conference delivery and records of where decisions have been taken based on sustainable options for products or services 	<p>Timings for provision of goods and services to be determined as per project plan</p> <p>Running updates to be provided as per reporting channel timings below.</p> <p>Collated information on where sustainability has been considered to be provided as part of post event reporting, within 2 weeks of conference date.</p>	DfE to sign off on decisions on sustainability where there may be an impact on cost
Reporting and Managing	<p>THE to:</p> <ul style="list-style-type: none"> Provide informal weekly activity updates and formal monthly updates Manage risks and escalate as necessary Have meetings with DfE on a scheduled fortnightly basis and more frequently as required closer to the event to update on the conference 	<ul style="list-style-type: none"> Informal weekly update reports Monthly progress reports Risks and issues log Weekly meeting Budget reporting 	<p>Activity updates to be provided weekly</p> <p>Key risks or blockers escalated as necessary</p> <p>THE/DfE meetings to take place fortnightly or more frequently as required closer to the event</p>	Reporting products provided to specified timings and covering all specified areas
	To manage budgets and keep DfE informed via reporting process.			

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Conference banners, signage and badges	<p>THE to:</p> <ul style="list-style-type: none"> • Confirm DfE's branding requirements • Design and deliver conference banners and signage • Propose sustainably focused alternatives to traditional lanyards and badges for DfE's consideration. • Arrange provision and delivery of delegate badges, lanyards and badge printer or sustainable alternatives 	<ul style="list-style-type: none"> • Branding designs Banners and signage • Delegate badges, lanyards or sustainable alternative 	<p>To be delivered to the venue in advance of the conference date, unless practical for THE to bring on the day.</p>	<p>DfE to approve scope of banners, badges and signage, including use of any sustainable alternative to traditional badges, lanyards and signage. DfE to sign off on designs.</p>
Post event reporting and media	<p>DfE and THE to work together to identify post event reporting requirements THE to:</p> <ul style="list-style-type: none"> • Produce post event report • Develop a proposal for conference legacy and next steps including how green skills and careers and outcomes from the conference could be embedded into activities at COP28 and the RewirEd summit • Produce website updates including summary of the event and photos. • Produce event media including showreel, event recordings and photography for DfE's promotional use • Agree approach to produce and send thank you letters to speakers 	<ul style="list-style-type: none"> • Post event report • Showreel plan Finalised • showreel Event photography and recordings • Thank you letter to speakers 	<p>Post event report and media to be provided within 2 weeks of conference date.</p> <p>Thank you letter to speakers shortly after event.</p> <p>Exact timings to be determined as per wider comms and IGSC plan.</p>	<p>DfE to approve thank you message. Text to reflect the positive impact of the speaker's participation and be pitched appropriately to audience</p> <p>Post event reporting to cover the key measurements specified by DfE</p> <p>Photography to include pictures of all key speakers, audience shots and all key activities of the day.</p>

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Working Groups Scope and Deliverables **Context:**

As set out in the [Sustainability and Climate Change Strategy](#), DfE has committed to cohosting the first ever large scale International Green Skills Conference in 2023, with the education sectors and partners, to showcase green careers and learning pathways, facilitate the exchange of knowledge, collaboration and spearhead action on the green skills agenda.

DfE has convened a steering group with representatives from government, the education sector, NGOs, the private sector and soon to include youth, to co-develop aspects of conference design, bringing their capacity, perspective and increase in conference reach.

To utilise steering group expertise, DfE have developed a set of working groups as distinct but interlocking avenues for members to feed in on areas of interest and knowledge. The steering group has been sighted on the majority of these and started signing up.

We have identified the need for 4 working groups, they include:

- Events and Exhibition space,
- Comms and Media
- Youth
- Business

THE to lead, coordinate and convene the working groups, and to develop a working groups delivery plan and detailed scope of work, to align with wider project delivery milestones and steering group meeting timings. DfE reps may also attend some of the working groups.

The working groups will:

- Progress specific areas of activity based on working group's scope of work, utilising the expertise and capacity of the organisations and individuals in the group
- Meet every three weeks between steering group meetings, and to communicate as needed via email during the month. Working groups or smaller sub groups may meet more regularly if required.

Reporting processes: THE working group lead/s to take minutes of each meeting, report back to core DfE team, update shared DfE/THE document and highlight any risks or issues as they emerge. Working group leads to also provide updates to the wider steering group via steering group meetings.

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Events and Exhibition space

This working group will support on the development of the programme; including content, hybrid approach, sequencing of themes by session and identification of speakers.

Youth representation and an international perspective should be included across the Forum.

The group will support THE in identifying exhibitors from business and education providers for the exhibition and careers fair including suggesting suitable exhibitors, vetting exhibitors and considering youth perspectives.

- THE will be responsible for outputs with support from the group Products may include: A detailed events programme based on audience spec and conference objectives, including liaising with and confirming speakers
- Planning and coordination of the training and careers exhibition space, including identifying how education and business can apply to exhibit and liaising with exhibitors.

Comms and Media

This working group will support on the development and promotion of comms assets, including website, content creation and press releases, with consideration of key audiences and youth and international appeal.

The group will include a virtual audience and functionality strand, focused on hybrid event capabilities and building online audience.

THE will be responsible for outputs with support from the group Products may include:

- The coordination of comms routes to amplify conference messaging, from the steering group and other networks, timed to key announcement moments and a topical policy agenda
- Support with the development and co-ordination of an external PR strategy to maximise the Forum programme's assets and raise interest through external media (beyond THE and Steering Group channels)
- To support THE with the development, coordination and marketing of hybrid conference elements

Youth Lead

This working group will lead on embedding youth representation and perspectives into conference events and activities and ensuring that the conference is relevant and engaging for young people. This group will work closely with the events and comms group on youth perspective, domestically and internationally.

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The working group will work together with the 'Business' working group on the development of the Careers Fair element of the event, consulting with young people, and identifying speakers, businesses and education providers who may wish to be part of the Careers fair for the exhibition space, which will then be reported back to the steering group. THE will be responsible for outputs with support from the group. Products may include:

- Identification of how we choose to define young people in the context of the Event
- Identification of young people who would be suitable to take part in the Event programme, taking account of the importance of having a diverse range of perspectives and backgrounds represented
- Consideration of, and embedding of youth representation throughout conference events, activities and marketing
- Youth consultation on aspects of conference delivery with an emphasis that the outputs of the Event are meaningful and beneficial to young people

Business

This working group will lead on ensuring the conference is valuable, engaging and relevant for a business audience, building business audience numbers, working closely with comms and events groups. This group has more of a consultation and network focus than the other groups.

THE will be responsible for outputs with support from the group. Products may include:

- Development of a specific programme of participation and engagement opportunities designed to benefit a corporate audience, which may include sponsorship or exhibiting, and networking events, e.g. CEO's reception, business to business event to be proposed by THE for DfE approval, as part of the working groups delivery plan.

V. [Annex 3 – Charges]

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(a) receive and use the Deliverables; and (b) use the New IPR.

10.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and the New IPR for the purpose of fulfilling its obligations during the Term.

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

10.4 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.

10.5 If any claim is made against the Buyer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.

10.6 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 the Buyer the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights; and
- (b) replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.

10.7 The Supplier shall not use in the Delivery of the Deliverables any Third Party IPR unless it has notified the Buyer that the owner or an authorised licensor of the relevant Third Party IPR will grant a direct licence to the Buyer for the Third Party IPR and that licence has been granted. The Buyer, in its absolute discretion, shall have 10 Working Days following the Supplier's notification to reject the grant of the licence. If the Supplier cannot obtain for the Buyer a licence in respect of any Third Party IPR, for whatever reason, the Supplier shall:

- (a) notify the Buyer in writing; and
- (b) use the relevant Third Party IPR only if the Buyer has provided authorisation in writing, with reference to the acts authorised and the specific intellectual property rights involved.

10.8 In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Buyer and the ordering of any Deliverable under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act

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1977, Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.

10.9 Subject to clause 10.11, the Supplier agrees that the Buyer may at its sole discretion publish under Open Licence all or part of the New IPR Items and the Supplier warrants that the New IPR Items are suitable for release under Open Licence.

10.10 The Supplier will supply any or all New IPR Items in a format suitable for publication under Open Licence ("**the Open Licence Publication Material**") within 30 days of written request from the Buyer ("**Buyer Open Licence Request**").

10.11 The Supplier may within 15 days of a Buyer Open Licence Request under clause 10.10 request in writing that the Buyer excludes all or part of:

- (a) the New IPR; or
- (b) Supplier Existing IPR or Third Party IPR that would otherwise be included in the Open Licence Publication Material supplied to the Buyer pursuant to clause 10.10

from Open Licence publication.

10.12 Any decision to approve any such request from the Supplier pursuant to clause 10.11 shall be at the Buyer's sole discretion, not to be unreasonably withheld, delayed or conditioned.

10.13 Subject to clause 11, the Buyer will not be liable in the event that any Supplier Existing IPR or Third Party IPR is included in the Open Licence Publication Material published by the Buyer.

Annex 6 – Buyer's security / data security policy Buyer Specific Security Requirements

1. Definitions

1. In this Schedule, the following words shall have the following meanings and they shall supplement the other definitions in the Contract:

"BPSS" "Baseline Personnel Security Standard"	the Government's HMG Baseline Personal Security Standard. Further information can be found at: https://www.gov.uk/government/publications/government-baseline-personnel-security-standard
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“CCSC” “Certified Cyber Security Consultancy”	is the National Cyber Security Centre’s (NCSC) approach to assessing the services provided by consultancies and confirming that they meet NCSC's standards. See website: https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy
“CCP” “Certified Professional”	is a NCSC scheme in consultation with government, industry and academia to address the growing need for specialists in the cyber security profession. See website: https://www.ncsc.gov.uk/information/about-certified-professional-scheme
“Cyber Essentials” “Cyber Essentials Plus”	Cyber Essentials is the government backed, industry supported scheme to help organisations protect themselves against common cyber-attacks. Cyber Essentials and Cyber Essentials Plus are levels within the scheme. There are a number of certification bodies that can be approached for further advice on the scheme; the link below points to these providers: https://www.cyberessentials.ncsc.gov.uk/getting-certified/#what-is-an-accreditation-body
“Data” “Data Controller” “Data Protection Officer” “Data Processor” “Personal Data” “Personal Data requiring Sensitive Processing”	shall have the meanings given to those terms by the Data Protection Legislation

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"Data Subject", "Process" and "Processing"	
"Buyer's Data" "Buyer's Information"	is any data or information owned or retained to meet departmental business objectives and tasks, including: (a) any data, text, drawings, diagrams, images or sounds (together with any repository or database made up of any of these components) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the Supplier by or on behalf of the Buyer; or (ii) which the Supplier is required to generate, process, store or transmit pursuant to this Contract; or (b) any Personal Data for which the Buyer is the Data Controller;
"Departmental Security Requirements"	the Buyer's security policy or any standards, procedures, process or specification for security that the Supplier is required to deliver.
"Digital Marketplace / G-Cloud"	the Digital Marketplace is the online framework for identifying and procuring cloud technology and people for digital projects.
"End User Devices"	the personal computer or consumer devices that store or process information.
"Good Industry Standard" "Industry Good Standard"	the implementation of products and solutions, and the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.

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“GSC” “GSCP”	the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available at: https://www.gov.uk/government/publications/governmentsecurityclassifications
“HMG”	Her Majesty’s Government
“ICT”	Information and Communications Technology (ICT) and is used as an extended synonym for information technology (IT), used to describe the bringing together of enabling technologies used to deliver the end-to-end solution
“ISO/IEC 27001” “ISO 27001”	is the International Standard for Information Security Management Systems Requirements
“ISO/IEC 27002” “ISO 27002”	is the International Standard describing the Code of Practice for Information Security Controls.
“ISO 22301”	is the International Standard describing for Business Continuity
“IT Security Health Check (ITSHC)” “IT Health Check (ITHC)” “Penetration Testing”	an assessment to identify risks and vulnerabilities in systems, applications and networks which may compromise the confidentiality, integrity or availability of information held on that ICT system.
“Need-to-Know”	the Need-to-Know principle employed within HMG to limit the distribution of classified information to those people with a clear ‘need to know’ in order to carry out their duties.
“NCSC”	the National Cyber Security Centre (NCSC) is the UK government’s National Technical Authority for Information Assurance. The NCSC website is https://www.ncsc.gov.uk

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<p>“OFFICIAL”</p> <p>“OFFICIAL-SENSITIVE”</p>	<p>the term ‘OFFICIAL’ is used to describe the baseline level of ‘security classification’ described within the Government Security Classification Policy (GSCP).</p> <p>the term ‘OFFICIAL–SENSITIVE is used to identify a limited subset of OFFICIAL information that could have more damaging consequences (for individuals, an organisation or government generally) if it were lost, stolen or published in the media, as described in the GSCP.</p>
<p>“RBAC”</p> <p>“Role Based Access Control”</p>	<p>Role Based Access Control, a method of restricting a person’s or process’ access to information depending on the role or functions assigned to them.</p>
<p>“Storage Area Network”</p> <p>“SAN”</p>	<p>an information storage system typically presenting block based storage (i.e. disks or virtual disks) over a network interface rather than using physically connected storage.</p>
<p>“Secure Sanitisation”</p>	<p>the process of treating data held on storage media to reduce the likelihood of retrieval and reconstruction to an acceptable level.</p> <p>NCSC Guidance can be found at: https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media</p> <p>The disposal of physical documents and hardcopy materials advice can be found at: https://www.cpni.gov.uk/securedestruction-0</p>
<p>“Security and Information Risk Advisor”</p> <p>“CCP SIRA”</p> <p>“SIRA”</p>	<p>the Security and Information Risk Advisor (SIRA) is a role defined under the NCSC Certified Professional (CCP) Scheme. See also: https://www.ncsc.gov.uk/articles/aboutcertifiedprofessional-scheme</p>

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<p>“Senior Information Risk Owner”</p> <p>“SIRO”</p>	<p>the Senior Information Risk Owner (SIRO) responsible on behalf of the DfE Accounting Officer for overseeing the management of information risk across the organisation. This includes its executive agencies, arm's length bodies (ALBs), nondepartmental public bodies (NDPBs) and devolved information held by third parties.</p>
<p>“SPF”</p> <p>“HMG Security Framework”</p>	<p>Policy the definitive HMG Security Policy which describes the expectations of the Cabinet Secretary and Government's Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will apply protective security to ensure HMG can function effectively, efficiently and securely.</p> <p>https://www.gov.uk/government/publications/security-policy-framework</p>
<p>"Supplier Staff"</p>	<p>all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under the Contract.</p>

Operative Provisions

1. The Supplier shall be aware of and comply with the relevant [HMG security policy framework](#), [NCSC guidelines](#) and where applicable these Departmental Security Requirements which include but are not constrained to the following paragraphs.
2. Where the Supplier will provide products or Services or otherwise handle information at OFFICIAL for the Buyer, the requirements of [Cabinet Office Procurement Policy Note – Use of Cyber Essentials Scheme certification](#) - [Action Note 09/14](#) dated 25 May 2016, or any subsequent updated document, are mandated, namely that “contractors supplying products or services to HMG shall have achieved, and will be expected to retain Cyber Essentials certification at the appropriate level for the duration of the contract”. The certification scope shall be relevant to the Services supplied to, or on behalf of, the Buyer.
3. Where paragraph 1.2 above has not been met, the Supplier shall have achieved, and be able to maintain, independent certification to ISO/IEC 27001 (Information Security Management Systems Requirements). The ISO/IEC 27001 certification must have a scope relevant to the Services supplied to, or on behalf of, the Buyer. The scope of certification and the statement of applicability must be acceptable, following review, to the

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Buyer, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).

4. The Supplier shall follow the UK Government Security Classification Policy (GSCP) in respect of any Buyer's Data being handled in the course of providing the Services and will handle all data in accordance with its security classification. (In the event where the Supplier has an existing Protective Marking Scheme then the Supplier may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Buyer's Data).
5. Buyer's Data being handled while providing an ICT solution or service must be separated from all other data on the Supplier's or sub-contractor's own IT equipment to protect the Buyer's Data and enable the data to be identified and securely deleted when required in line with paragraph 1.14. For information stored digitally, this must be at a minimum logically separated. Physical information (e.g., paper) must be physically separated.
6. The Supplier shall have in place and maintain physical security to premises and sensitive areas used in relation to the delivery of the products or Services, and that store or process Buyer's Data, in line with ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g. door access), CCTV, alarm systems, etc.
7. The Supplier shall have in place, implement and maintain an appropriate user access control policy for all ICT systems to ensure only authorised personnel have access to Buyer's Data. This policy should include appropriate segregation of duties and if applicable role based access controls (RBAC). User credentials that give access to Buyer's Data or systems shall be considered to be sensitive data and must be protected accordingly.
8. The Supplier shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Buyer's Data, including but not limited to:
 1. physical security controls;
 2. good industry standard policies and processes;
 3. malware protection;
 4. boundary access controls including firewalls, application gateways, etc;
 5. maintenance and use of fully supported software packages in accordance with vendor recommendations;
 6. use of secure device configuration and builds;
 7. software updates and patching regimes including malware signatures, for operating systems, network devices, applications and services;
 8. user identity and access controls, including the use of multi-factor authentication for sensitive data and privileged account accesses;

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9. any services provided to the Buyer must capture audit logs for security events in an electronic format at the application, service and system level to meet the Buyer's logging and auditing requirements, plus logs shall be:
 1. retained and protected from tampering for a minimum period of six months;
 2. made available to the Buyer on request.
9. The Supplier shall ensure that any Buyer's Data (including email) transmitted over any public network (including the Internet, mobile networks or unprotected enterprise network) or to a mobile device shall be encrypted when transmitted.
10. The Supplier shall ensure that any Buyer's Data which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the Buyer except where the Buyer has given its prior written consent to an alternative arrangement.
11. The Supplier shall ensure that any device which is used to process Buyer's Data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at:
<https://www.ncsc.gov.uk/guidance/enduserdevice-security-and>
<https://www.ncsc.gov.uk/collection/end-user-devicesecurity/eudoverview/eud-security-principles>.
12. Whilst in the Supplier's care all removable media and hardcopy paper documents containing Buyer's Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a crosscut shredder or a professional secure disposal organisation. The term 'lock and key' is defined as: "securing information in a lockable desk drawer, cupboard or filing cabinet which is under the user's sole control and to which they hold the keys".
13. When necessary to hand carry removable media and/or hardcopy paper documents containing Buyer's Data, the media or documents being carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has either visual or physical access to the material being carried. This paragraph shall apply equally regardless of whether the material is being carried inside or outside of company premises. The term 'under cover' means that the information is carried within an opaque folder or envelope within official premises and buildings and within a closed briefcase or other similar bag or container when outside official premises or buildings.
14. In the event of termination of Contract due to expiry, as a result of an Insolvency Event or for breach by the Supplier, all information assets provided, created or resulting from

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provision of the Services shall not be considered as the Supplier's assets and must be returned to the Buyer and written assurance obtained from an appropriate officer of the Supplier that these assets regardless of location and format have been fully sanitised throughout the Supplier's organisation in line with paragraph 1.15.

15. In the event of termination, equipment failure or obsolescence, all Buyer's Data and Buyer's Information, in either hardcopy or electronic format, that is physically held or logically stored by the Supplier must be accounted for and either physically returned or securely sanitised or destroyed in accordance with the current HMG policy using an NCSC-approved product or method. Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as data stored in a cloud system, Storage Area Network (SAN) or on shared backup tapes, then the Supplier shall protect (and ensure that any sub-contractor protects) the Buyer's Information and Buyer's Data until such time, which may be long after termination or expiry of the Contract, when it can be securely cleansed or destroyed. Evidence of secure destruction will be required in all cases.
16. Access by Supplier Staff to Buyer's Data, including user credentials, shall be confined to those individuals who have a "need-to-know" in order to carry out their role; and have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Personnel Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Buyer. All Supplier Staff must complete this process before access to Buyer's Data is permitted. [Any Supplier Staff who will be in contact with children or vulnerable adults must, in addition to any security clearance, have successfully undergone an Enhanced DBS (Disclosure and Barring Service) check prior to any contact].
17. All Supplier Staff who handle Buyer's Data shall have annual awareness training in protecting information.
18. Notwithstanding any other provisions as to business continuity and disaster recovery in the Contract, the Supplier shall, as a minimum, have in place robust business continuity arrangements and processes including IT disaster recovery plans and procedures that conform to ISO 22301 to ensure that the delivery of the Contract is not adversely affected in the event of an incident. An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency or crisis to the Services delivered. If an ISO 22301 certificate is not available the supplier will provide evidence of the effectiveness of their ISO 22301 conformant business continuity arrangements and processes including IT disaster recovery plans and procedures. This must include evidence that the Supplier has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.

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19. Any suspected or actual breach of the confidentiality, integrity or availability of Buyer's Data, including user credentials, used or handled while providing the Services shall be recorded as a Security Incident. This includes any non-compliance with the Departmental Security Requirements and these provisions, or other security standards pertaining to the solution. Security Incidents shall be reported to the Buyer immediately, wherever practical, even if unconfirmed or when full details are not known, but always within 24 hours of discovery. If Security Incident reporting has been delayed by more than 24 hours, the Supplier should provide an explanation about the delay. Security Incidents shall be reported through the Buyer's nominated system or service owner. Security Incidents shall be investigated by the Supplier with outcomes being notified to the Buyer.
20. The Supplier shall ensure that any Supplier ICT systems and hosting environments that are used to handle, store or process Buyer's Data, including Supplier ICT connected to Supplier ICT systems used to handle, store or process Buyer's Data, shall be subject to independent IT Health Checks (ITHC) using an NCSC CHECK Scheme ITHC provider before go-live and periodically (at least annually) thereafter. The findings of the ITHC relevant to the Services being provided are to be shared with the Buyer in full without modification or redaction and all necessary remedial work carried out. In the event of significant security issues being identified, a follow up remediation test may be required, to be determined by the Buyer upon review of the ITHC findings.
21. The Supplier or sub-contractors providing the Services will provide the Buyer with full details of any actual or future intent to develop, manage, support, process or store Buyer's Data outside of the UK mainland. The Supplier or sub-contractor shall not go ahead with any such proposal without the prior written agreement from the Buyer.
22. The Buyer reserves the right to audit the Supplier or sub-contractors providing the Services within a mutually agreed timeframe but always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the Services being supplied and the Supplier's, and any sub-contractors', compliance with the paragraphs contained in this Schedule.
23. The Supplier and sub-contractors shall undergo appropriate security assurance activities and shall provide appropriate evidence including the production of the necessary security documentation as determined by the Buyer. This will include obtaining any necessary professional security resources required to support the Supplier's and sub-contractor's security assurance activities such as: a Security and Information Risk Advisor (SIRA) certified to NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Cyber Professional (CCP) schemes.

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24. Where the Supplier is delivering an ICT solution to the Buyer they shall design and deliver solutions and services that are compliant with the HMG Security Policy Framework in conjunction with current NCSC Information Assurance Guidance and Buyer's Policy. The Supplier will provide the Buyer with evidence of compliance for the solutions and services to be delivered. The Buyer's expectation is that the Supplier shall provide written evidence of:

1. compliance with HMG Minimum Cyber Security Standard.
2. any existing security assurance for the Services to be delivered, such as: ISO/IEC 27001 / 27002 or an equivalent industry level certification (e.g. United Kingdom Accreditation Service).
3. any existing HMG security accreditations or assurance that are still valid including: details of the awarding body; the scope of the accreditation; any caveats or restrictions to the accreditation; the date awarded, plus a copy of the residual risk statement.
4. documented progress in achieving any security assurance or accreditation activities including whether documentation has been produced and submitted. The Supplier shall provide details of who the awarding body or organisation will be and date expected.

Additional information and evidence to that listed above may be required to ensure compliance with DfE security requirements as part of the DfE security assurance process. Where a request for evidence or information is made by the Buyer, the Supplier will acknowledge the request within 5 working days and either provide the information within that timeframe, or, if that is not possible, provide a date when the information will be provided to the Buyer. In any case, the Supplier must respond to information requests from the Buyer needed to support the security assurance process promptly and without undue delay.

25. The Supplier shall contractually enforce all these Departmental Security Requirements onto any third-party suppliers, sub-contractors or partners who could potentially access Buyer's Data in the course of providing the Services.

26. The Supplier shall comply with the [NCSC's social media guidance: how to use social media safely](#) for any web and social media-based communications. In addition, any Communications Plan deliverable must include a risk assessment relating to the use of web and social media channels for the programme, including controls and mitigations to be applied and how the NCSC social media guidance will be complied with. The Supplier shall implement the necessary controls and mitigations within the plan and regularly review and update the risk assessment throughout the contract period. The Buyer shall have the right to review the risks within the plan and approve the controls and mitigations to be implemented, including requiring the Supplier to implement any additional reasonable controls to ensure risks are managed within the Buyer's risk appetite.

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27. Any Supplier ICT system used to handle, store or process the Buyer's Data, including any Supplier ICT systems connected to systems that handle, store or process the Buyer's Data, must have in place protective monitoring at a level that is commensurate with the security risks posed to those systems and the data held. The Supplier shall provide evidence to the Buyer upon request of the protective monitoring arrangements in place needed to assess compliance with this requirement.

Annex 7

Commercial Policy – Environmental Policy in Procurement

Overview

The Department for Education recognises that the delivery of its operations inevitably impacts on the environment in a number of ways, for example, through the generation of waste and the use of energy for heating and lighting. Through the DfE's Sustainability and Climate Change Strategy, it aims to respond and adapt to the effects of climate change, thus ensuring that our business operation is undertaken in such a manner as to have a positive impact on the environment and achieve biodiversity net gain.

DfE's Sustainability and Climate Change Strategy

The DfE published [a strategy](#) in April 2022, which sets out ambitious activity to respond to recommendations for education from the Committee for Climate Change, the Dasgupta Review, Green Jobs Taskforce report and supports the delivery of the Government's 25 Year Environment Plan and Net Zero Strategy.

Greening Government Commitments

The [Greening Government Commitments](#) set out the actions UK government departments and their agencies undertook to reduce their impacts on the environment in the period 2016 to 2020 and their Commitments for the period 2021 to 2025.

Individual departments are required to publish their own sustainability reports either as part of their annual report, or as separate reports. The latest report for DfE can be found [here](#). The DfE is committed to minimising the impact of its activities on the environment throughout all its procurement supply chains.

The Social Value Act

In line with [The Social Value Act](#) using [The Social Value Model](#), Environmental Criteria may be included, where appropriate, in our tender document sets.

Any social value benefit proposed by tenderers must relate to additional improvements in the economic, social and/or environmental wellbeing of the relevant area to be delivered through the contract, and not replace the assessment and management of the environmental

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impacts of the core contract elements (direct and through the supply chain) and how they can be reduced, which must instead form a part of the core tender (i.e., not the social value element)

The social value 'Reporting Metrics' are based around the reduction of three of the target areas in the [Greening Government Commitments](#): greenhouse gases, waste and water. In addition, there are Reporting Metrics relating to protecting and improving the environment and creating green spaces.

Sustainable procurement: the Government Buying Standards (GBS)

The DfE will make sure that we meet the minimum mandatory Government Buying Standards (GBS) standards on [Sustainability](#) when buying goods and services. We encourage our suppliers to meet, where possible, the best practice standards, which go further than the mandatory standards.

Greening government: ICT and digital services strategy 2020 to 2025

This strategy sets out how the government will work in partnership with industry and other sectors to provide ICT and digital services to help:

- achieve the United Nation's Sustainable Development Goals
- implement Defra's 25 Year Environment Plan
- meet the government's net zero commitments

The strategy is to be used by everyone involved and interested in government ICT and digital services, including suppliers and supply chains.

Taking account of Carbon Reduction Plans in the procurement of major government contracts

In 2019, the UK became the first major economy to adopt a legal commitment to achieve 'Net Zero' carbon emissions by 2050. To support this, the Government Commercial Function has developed a new commercial policy measure for all central government departments and arm's length bodies.

This measure requires suppliers bidding for major government contracts to commit to achieving Net Zero by 2050 when procuring goods and/or services and/or works with an anticipated contract value above £5 million per annum (excluding VAT) by publishing a '[Carbon Reduction Plan](#)' and to provide their current GHG emissions. This is subject to the Public Contracts Regulations 2015 save where it would not be related and proportionate to the contract.

Suppliers will be deselected from the procurement if they fail to comply with the policy.

Further Information

[Sustainability and Climate Change Strategy](#)

[Our energy use - Department for Education - GOV.UK \(www.gov.uk\)](#)

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[Sustainable procurement | Crown Commercial Service](#) [Carbon Net Zero - CCS \(crowncommercial.gov.uk\)](#)

[Microsoft Word - Glossary-of-terms -Carbon-Net-Zero-and-Smart-Solutions-.odt \(crowncommercial.gov.uk\)](#)

[Theme 8. Policy: Masterclass 6: The Drive for Net Zero—Carbon Reduction Planning in Commercial \(govcommercialcollege.co.uk\)](#)

[Greenhouse Gas Protocol | \(ghgprotocol.org\)](#)

[National Procurement Policy Statement.pdf \(publishing.service.gov.uk\)](#)

[Annex 8]- Health and Safety policy for the management of contractors

The Department recognises that suboptimal safety performance of our Contractors will undermine our own performance and confidence in the Department's ability to manage its undertaking effectively. This adverse performance may also contribute to an increase in accidents and injuries, and so increase the risk of legal action on both the Contractor and the Department.

Within this policy the term 'contractor' refers to any of the following:

- companies providing services directly to the Department;
- a self employed individual;
- an agency employee who the Department is required to supervise as part of their contract conditions by or through mutual agreement; • A sub-contractor working for a contractor employed by the Department.

When a contractor is engaged, the ultimate responsibility for their undertaking lies with the Department regardless of the fact that a contractor is undertaking the activity.

It is vitally important to ensure that all employed contractors are competent in the service that they are providing and have allocated adequate resources to the particular project. If a contractor cannot prove their competence prior to commencing work, then they should not be appointed by the Department.

The Department shall:

- Assess the suitability of all contractors employed to undertake works for the Department;
- Ensure that all contractors are aware of local site rules and procedures;
- Carry out regular inspections on the contractor whilst they are working on Departmental premises;
- Ensure that all contractors provide relevant health and safety documentation such as risk assessments and method statements for the works being undertaken;
- Stop any activities that appear unsafe or fall outside of the health and safety information that has been provided;
- Carry out regular review meetings with all contractors.

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10.14 Policy aims

- Provide staff and contractors with an understanding of the Department's approach to the management and control of contractors;
- Provide guidance on the process to manage contractors; • Provide advice on further guidance if required.

10.15 Policy process

All prospective contractors must meet certain health and safety criteria before the award of any contract, including providing:

- Pre-prepared health and safety plan/method statement;
- Evidence of satisfactory Health and safety policy documents;
- Evidence of satisfactory accident performance;
- Evidence of a satisfactory health and safety management system.

In order for the Department and the contractor to work safely together, cooperation and coordination of work activities is essential, such as providing all parties with information to highlight risks and associated control measures. Contractors should request information from the Department as required in order to undertake their activity safely.

Sometimes, the contractor will have specialist competences such that they are more able to identify the particular risks associated with the task than the Department's own staff. In such cases, the contractor should inform the Department of the risks and provide their own risk assessment. The Responsible Person (which may be the site FM manager) will, on behalf of Department, ensure that the risks have been adequately mitigated in accordance with the risk assessment provided. This can be achieved by checking the appropriate health and safety standards that apply to the work, industry best practice, or seeking guidance from the Fire, Health and Safety team.

10.16 Prior to work commencing

The Department will ensure that accountabilities are clearly defined, so that all relevant parties agree and understand what they are responsible for.

The Department will nominate one of its employees, or FM supplier, to coordinate the work of the contractor. This person will be the Responsible Person on behalf of the Department whilst work is being undertaken. Where the Department has outsourced facilities management at a site, and subsequently appoints the FM to manage the contractor, the Department will maintain overall responsibility for the work and will assure the FM's work. In some instances, where the FM is managing H&S at a site on behalf of the Department, the FM supplier will also be responsible for managing contractor safety of other prime contractors, such as an IT supplier's engineer. Again, this will be agreed prior to starting work.

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The Department also has a duty to ensure that each contractor is provided with sufficient site safety information prior to and whilst working on Departmental premises. In practice, this information may be provided by the FM supplier.

The Responsible Person should ensure that prior to work commencing, the contractor is inducted to the location using the “Contractor Induction process”. Once the contractor has completed the induction, the information must be recorded. The induction process needs to be updated if new risks or changes are introduced into premises or after a period of two years has passed.

The Responsible Person must inform the contractor of the need to follow the Department’s approved safe systems of work.

The Responsible Person must undertake checks to ensure that proof of competency for the persons who are actually visiting site have been verified and are adequate; this should also include clarification that the persons have read and understood the relevant risk assessments and method statements.

The contractor should also be informed of what facilities are available for their use, such as washing and toilet facilities, first aid and eating areas.

10.17 Ongoing management

Having appointed a contractor, the Department has a responsibility to monitor and control them whilst working on our behalf. This includes providing the contractor with information on what rules and regulations are applicable when working on behalf of the Department. It is not sufficient to presume that as a contractor is competent that there is no need to take further action.

If the work has been identified as requiring a permit, then the Department’s permit to work process should be followed.

Please refer to the Department’s Permit to Work Policy.

As the employer, the Department has ultimate responsibility for all contractors and their acts or omissions. Therefore, it is important that all contractors understand that the Department will monitor, control and document their actions so that the risk to the Department is mitigated as far as reasonably possible and thereby reduced.

The Responsible Person will ensure that both the Department’s contractor’s own safe systems of work (and associated documentation) are being followed by both planned and ad-hoc inspections on their systems and work. The Responsible Person should carry out these

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inspections using the Contractor Inspection form within the Annex of this document. If the works are identified as high risk, then daily checks must be carried out on their activities by the responsible person for that contractor. If the work is not defined as high risk, then monitoring must still be carried out, but on a less frequent basis.

High-risk activities will be defined by the risk assessments and method statements provided by the contractor, but should also include high business risks such as cleaning, security and catering.

It is important that the work is inspected to ensure that the safe systems of work and risk assessments that the contractor provided as part of the Pre qualification documentation are being followed and correctly implemented.

The standards of hygiene on the site and the general appearance of the contractor if working in a public area should also be monitored.

If PPE is required as part of the risk assessment or site rules, then this should be inspected to ensure that it is being worn and is in good working order.

If during the inspections, issues are found, then the contractor must be notified of the issues along with timescales to carry out remedial action. If the issues are of a high risk, then the work should be stopped immediately until the risks have been adequately controlled. A follow up inspection must be carried out to ensure that all actions have been carried out within the timescales given.

The information that is gathered during these inspections should be stored and used as a reference when deciding if you wish to use the contractor again.

10.18 Review meetings

To ensure that the performance of the contractor is monitored during the works, regular review meetings must be undertaken by the responsible person. The frequency of the review meeting will be dictated by the risks involved with the works and must be recorded. Health and safety must be included as an agenda point in each review meeting and the minutes from the meeting kept within the contractor file.

Issues that should be discussed during the review meeting should include the findings of the ad hoc inspections carried out by the responsible person, outstanding remedial actions from these inspections, any accidents or incidents that have occurred and any other relevant H&S issues that have been raised.

10.19 Relevant legislation

- Health and Safety at Work Act 1974
- Management of Health and Safety at Work Regulations 1999.
- The workplace (health safety & welfare) regulations 1992
- Personal Protective Equipment Regulations 1992 (PPE)

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- Control of Substances Hazardous to Health Regulations 2002 (COSHH)
- The Construction (Design and Management) Regulations 2007

VI. Short form Terms (“Conditions”) 1. Definitions used in the Contract

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

“Affiliates”	in relation to a body corporate, any other entity which directly or indirectly Controls (in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and " Controlled " shall be construed accordingly), is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
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"Audit"	<p>the Buyer's right to:</p> <ul style="list-style-type: none"> (a) verify the accuracy of the Charges and any other amounts payable by the Buyer under the Contract (including proposed or actual variations to them in accordance with the Contract); (b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Deliverables; (c) verify the Supplier's and each Subcontractor's compliance with the applicable Law; (d) identify or investigate actual or suspected breach of clauses 4 to 34, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations; (e) identify or investigate any circumstances which may impact upon the financial stability of the Supplier and/or any Subcontractors or their ability to provide the Deliverables; (f) obtain such information as is necessary to fulfil the Buyer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; (g) review any books of account and the internal contract management accounts kept by the Supplier in connection with the Contract; (h) carry out the Buyer's internal and statutory audits and to prepare, examine and/or certify the Buyer's annual and interim reports and accounts; (i) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources;
"Buyer"	<p>the person named as Buyer in the Order Form. Where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole;</p>
"Buyer Cause"	<p>any breach of the obligations of the Buyer or any other default, act, omission,</p>
	<p>negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier;</p>

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"Central Government Body"	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
"Charges"	the charges for the Deliverables as specified in the Order Form;
"Claim"	any claim which it appears that the Buyer is, or may become, entitled to indemnification under this Contract;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Conditions"	means these short form terms and conditions of contract;
"Confidential Information"	all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer;
"Contract"	the contract between (i) the Buyer and (ii) the Supplier which is created by the Supplier's counter signing the Order Form and includes the cover letter (if used), Order Form, these Conditions and the Annexes;
"Controller"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;

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"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Legislation"	(a) the UK GDPR, (b) the DPA 2018; (c) all applicable Law about the processing of personal data and privacy and guidance issued by the Information Commissioner and other regulatory authority; and (d) (to the extent that it applies) the EU GDPR (and in the event of conflict, the UK GDPR shall apply);
"Data Protection Liability Cap"	has the meaning given to it in row 13 of the Order Form;
"Data Protection Officer"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Date of Delivery"	that date by which the Deliverables must be Delivered to the Buyer, as specified in the Order Form;

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"Deliver"	hand over of the Deliverables to the Buyer at the address and on the date specified in the Order Form, which shall include unloading and any other specific arrangements agreed in accordance with clause 4.2. "Delivered" and "Delivery" shall be construed accordingly;
"Deliverables"	means the Goods and/or Services to be supplied under the Contract as set out in the Order Form;
"DPA 2018"	the Data Protection Act 2018;
"EU"	the European Union;
"EU GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
"Existing IPR"	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
"Expiry Date"	the date for expiry of the Contract as set out in the Order Form;
"FOIA"	the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;

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"Force Majeure Event"	<p>any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none"> (a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Party seeking to claim relief in respect of a Force Majeure Event (the "Affected Party") which prevent or materially delay the Affected Party from performing its obligations under the Contract; (b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; (c) acts of a Crown Body, local government or regulatory bodies; (d) fire, flood or any disaster; or (e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available <p>but excluding:</p> <ul style="list-style-type: none"> (i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; (ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and (iii) any failure of delay caused by a lack of funds, and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;
"Goods"	the goods to be supplied by the Supplier to the Buyer under the Contract;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government Data"	(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's confidential information, and which: (i) are supplied to the Supplier by or on behalf of the
	Buyer; or (ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or (b) any Personal Data for which the Buyer is the Controller;

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"Independent Controller"	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
"Information"	has the meaning given under section 84 of the FOIA;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Insolvency Event"	in respect of a person: (a) if that person is insolvent; (b) where that person is a company, LLP or a partnership, if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); (c) if an administrator or administrative receiver is appointed in respect of the whole or any part of the person's assets or business; (d) if the person makes any composition with its creditors; or (e) takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction;
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;
"Joint Controller Agreement"	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Error! Reference source not found. of Annex 1 – <i>Processing Personal Data</i> ;
"Joint Controllers"	Where two or more Controllers jointly determine the purposes and means of processing;
"Key Staff"	any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier;

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"Law"	any law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New IPR"	all and intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
"New IPR Items"	means a deliverable, document, product or other item within which New IPR subsists;
"Open Licence"	means any material that is published for use, with rights to access and modify, by any person for free, under a generally recognised open licence including Open Government Licence as set out at http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/ and the Open Standards Principles documented at https://www.gov.uk/government/publications/openstandardsprinciples/open-standards-principles ;
"Order Form"	the order form signed by the Buyer and the Supplier printed above these Conditions;
"Party"	the Supplier or the Buyer (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;

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"Personal Data Breach"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires and includes any breach of Data Protection Legislation relevant to Personal Data processed pursuant to the Contract;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies as updated from time to time;
"Processor"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"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 the Contract;
"Protective Measures"	technical and organisational measures which must take account of: <ul style="list-style-type: none"> (a) the nature of the data to be protected; (b) harm that might result from Data Loss Event; (c) state of technological development; (d) the cost of implementing any measures; including pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
"Purchase Order Number" or "PO Number"	the Buyer's unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the Contract;
"Rectification Plan"	the Supplier's plan (or revised plan) to rectify its material default which shall include: <ul style="list-style-type: none"> (a) full details of the material default that has occurred, including a root cause analysis; (b) the actual or anticipated effect of the material default; and (c) the steps which the Supplier proposes to take to rectify the material default (if applicable) and to prevent such material default from recurring, including timescales for such steps and for the rectification of the material default (where applicable); (d)

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"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"Request For Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Services"	the services to be supplied by the Supplier to the Buyer under the Contract;
"Specification"	the specification for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the Order Form;
"Staff Vetting Procedures"	vetting procedures that accord with Good Industry Practice or, where applicable, the Buyer's procedures or policies for the vetting of personnel as specified in the Order Form or provided to the Supplier in writing following agreement to the same by the Supplier from time to time;
"Start Date"	the start date of the Contract set out in the Order Form;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than the Contract, pursuant to which a third party:

	<ul style="list-style-type: none"> (a) provides the Deliverables (or any part of them); (b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or (c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third party appointed to process Personal Data on behalf of the Processor related to the Contract;
"Supplier"	the person named as Supplier in the Order Form;

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"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor of the Supplier engaged in the performance of the Supplier's obligations under the Contract;
"Transparency Information"	<p>In relation to Contracts with a value above the relevant threshold set out in Part 2 of the Regulations only, the content of the Contract, including any changes to this Contract agreed from time to time, as well as any information relating to the Deliverables and performance pursuant to the Contract required to be published by the Buyer to comply with its transparency obligations, including those set out in Public Procurement Policy Note 09/21 (update to legal and policy requirements to publish procurement information on Contracts Finder) (https://www.gov.uk/government/publications/ppn0921-requirements-to-publish-on-contracts-finder) and Public Procurement Policy Note 01/17 (update to transparency principles) where applicable (https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles) except for:</p> <ul style="list-style-type: none"> (a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and (b) Confidential Information;
"Term"	the period from the Start Date to the Expiry Date as such period may be extended in accordance with clause 10.2 or terminated in accordance with the Contract;
"Third Party IPR"	intellectual property rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"UK GDPR"	has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Worker"	<p>any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and</p>

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"Working Day"	a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.
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2. Understanding the Contract

In the Contract, unless the context otherwise requires:

- 2.1 references to numbered clauses are references to the relevant clause in these Conditions;
- 2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 2.3 the headings in this Contract are for information only and do not affect the interpretation of the Contract;
- 2.4 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
- 2.5 the singular includes the plural and vice versa;
- 2.6 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that Law;
- 2.7 the word "including", "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation";
- 2.8 any reference which, immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to section 1A of the European Union (Withdrawal) Act 2018), is a reference to (as it has effect from time to time):
 - (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
 - (b) any EU institution or EU authority or other such EU body shall be read on and after IP Completion Day as a reference to the UK institution, authority or body to which its functions were transferred.

3. How the Contract works

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

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- 3.2 The Supplier is deemed to accept the offer in the Order Form when the Buyer receives a copy of the Order Form signed by the Supplier.
- 3.3 The Supplier warrants and represents that its tender (if any) and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

4. What needs to be delivered

4.1 All Deliverables

- (a) The Supplier must provide Deliverables: (i) in accordance with the Specification, the tender in Annex 4 – Supplier Tender (where applicable) and the Contract; (ii) using reasonable skill and care; (iii) using Good Industry Practice; (iv) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract; (v) on the dates agreed; and (vi) that comply with all Law.
- (b) The Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to its Buyers) from Delivery against all obvious defects.

4.2 Goods clauses

- (a) All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- (b) All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
- (c) The Supplier transfers ownership of the Goods on completion of Delivery (including off-loading and stacking) or payment for those Goods, whichever is earlier.
- (d) Risk in the Goods transfers to the Buyer on Delivery, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
- (e) The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- (f) The Supplier must Deliver the Goods on the date and to the location specified in the Order Form, during the Buyer's working hours (unless otherwise specified in the Order Form).
- (g) The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- (h) All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.

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- (i) The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- (j) The Supplier will notify the Buyer of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Buyer against the costs arising as a result of any such request.
- (k) 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 endeavours to minimise these costs.
- (l) The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.
- (m) The Buyer will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify the Buyer from any losses, charges, costs or expenses which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or any of its Subcontractors or Supplier Staff.

4.3 Services clauses

- (a) Late Delivery of the Services will be a default of the Contract.
- (b) The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including the security requirements (where any such requirements have been provided).
- (c) The Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services
- (d) The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of the Contract.
- (e) The Supplier must allocate sufficient resources and appropriate expertise to the Contract.

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- (f) The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- (g) On completion of the Services, the Supplier is responsible for leaving the Buyer's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer's premises or property, other than fair wear and tear.
- (h) The Supplier must ensure all Services, and anything used to deliver the Services, are of good quality and free from defects.
- (i) 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.

5. Pricing and payments

- 5.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the charges in the Order Form.
- 5.2 All Charges:
 - (a) exclude VAT, which is payable on provision of a valid VAT invoice; and
 - (b) include all costs and expenses connected with the supply of Deliverables.
- 5.3 The Buyer must pay the Supplier the charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the invoice or in the Order Form.
- 5.4 A Supplier invoice is only valid if it:
 - (a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer; and
 - (b) includes a detailed breakdown of Deliverables which have been delivered.
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 10.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 36.
- 5.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer if notice and reasons are provided.
- 5.7 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Buyer can publish the details of the late payment or non-payment.

6. The Buyer's obligations to the Supplier

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

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- (a) the Buyer cannot terminate the Contract under clause 10;
- (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;
- (c) the Supplier is entitled to additional time needed to deliver the Deliverables; and
- (d) the Supplier cannot suspend the ongoing supply of Deliverables.

6.2 Clause 6.1 only applies if the Supplier:

- (a) gives notice to the Buyer within 10 Working Days of becoming aware; (b) demonstrates that the failure only happened because of the Buyer Cause; and (c) mitigated the impact of the Buyer Cause.

7. Record keeping and reporting

- 7.1 The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form.
- 7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for 7 years after the date of expiry or termination of the Contract and in accordance with the UK GDPR or the EU GDPR as the context requires.
- 7.3 The Supplier must allow any auditor appointed by the Buyer access to its premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the Audit.
- 7.4 During an Audit, the Supplier must provide information to the auditor and reasonable co-operation at their request.
- 7.5 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a material default by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.
- 7.6 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
 - (a) tell the Buyer and give reasons;
 - (b) propose corrective action; and
 - (c) provide a deadline for completing the corrective action.
- 7.7 If the Buyer, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract then the Buyer may:

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- (a) require that the Supplier provide to the Buyer (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract and the Supplier will make changes to such plan as reasonably required by the Buyer and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer on demand; and
 - (b) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Buyer notifies).
- 7.8 If there is a material default, the Supplier must notify the Buyer within 3 Working Days of the Supplier becoming aware of the material default. The Buyer may request that the Supplier provide a Rectification Plan within 10 Working Days of the Buyer's request alongside any additional documentation that the Buyer requires. Once such Rectification Plan is agreed between the Parties (without the Buyer limiting its rights) the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.
- 8. Supplier Staff**
- 8.1 The Supplier Staff involved in the performance of the Contract must:
 - (a) be appropriately trained and qualified;
 - (b) be vetted in accordance with the Staff Vetting Procedures; and
 - (c) comply with all conduct requirements when on the Buyer's premises.
- 8.2 Where the Buyer decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.
- 8.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 28.1 to 28.3 .
- 8.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.
- 8.5 The Supplier indemnifies the Buyer against all claims brought by any person employed or engaged by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.
- 8.6 The Supplier shall use those persons nominated (if any) as Key Staff in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier to provide the Deliverables and shall not remove or replace any of them unless:
 - (a) requested to do so by the Buyer or the Buyer approves such removal or replacement (not to be unreasonably withheld or delayed);

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- (b) the person concerned resigns, retires or dies or is on parental or long-term sick leave; or
- (c) the person's employment or contractual arrangement with the Supplier or any Subcontractor is terminated for material breach of contract by the employee.

8.7 The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a disclosure and barring service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.

9. Rights and protection

9.1 The Supplier warrants and represents that:

- (a) it has full capacity and authority to enter into and to perform the Contract;
- (b) the Contract is executed by its authorised representative;
- (c) it is a legally valid and existing organisation incorporated in the place it was formed;
- (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
- (e) all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under the Contract and the Buyer to receive the Deliverables;
- (f) it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and (g) it is not impacted by an Insolvency Event.

9.2 The warranties and representations in clause 3.3 and clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.

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

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

9.4 If the Supplier becomes aware of a representation or warranty made in relation to the Contract that becomes untrue or misleading, it must immediately notify the Buyer.

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

10. Intellectual Property Rights (IPRs) N/A

- 10.1 The Contract takes effect on the Start Date and ends on the earlier of the Expiry Date or termination of the Contract, or earlier if required by Law.

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

10.3 Ending the Contract without a reason

The Buyer has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice, and if it's terminated clause 10.5(a)(ii) to 10.5(a)(viii) applies.

10.4 When the Buyer can end the Contract

- (a) If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:
- (i) there's a Supplier Insolvency Event;
 - (ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
 - (iii) the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
 - (iv) there's a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Buyer in writing;
 - (v) the Buyer discovers that the Supplier was in one of the situations in 57(1) or 57(2) of the Regulations at the time the Contract was awarded;
 - (vi) the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them; or
 - (vii) the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables.
- (b) The Buyer also has the right to terminate the Contract in accordance with clauses 7.7(b), 20.3, 28.4(b), 33.3 and Paragraph **Error! Reference source not**

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found. of *Error! Reference source not found.* of Annex 1 – Processing Personal Data (if used).

- (c) If any of the events in 73(1) (a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate the Contract and clause 10.5(a)(ii) to 10.5(a)(viii) applies.

10.5 What happens if the Contract ends (Buyer termination)

- (a) Where the Buyer terminates the Contract under clause 10.4(a), 7.7(b), 28.4(b), or Paragraph **Error! Reference source not found. of *Error! Reference source not found.* of Annex 1 – Processing Personal Data** (if used), all of the following apply:

- (i) the Supplier is responsible for the Buyer's reasonable costs of procuring replacement Deliverables for the rest of the term of the Contract;
- (ii) the Buyer's payment obligations under the terminated Contract stop immediately;
- (iii) accumulated rights of the Parties are not affected;
- (iv) the Supplier must promptly delete or return the Government Data except where required to retain copies by Law;
- (v) the Supplier must promptly return any of the Buyer's property provided under the Contract;
- (vi) the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement;
- (vii) the Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry; and
- (viii) the following clauses survive the termination of the Contract: 4.2(j), 7, 8.5, 0, 11, 13, 14, 15, 18, 19, 36 and 37 and any clauses which are expressly or by implication intended to continue.

10.6 When the Supplier can end the Contract and what happens when the contract ends (Buyer and Supplier termination)

- (a) The Supplier can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.
- (b) Where the Buyer terminates the Contract in accordance with clause 10.3 or the Supplier terminates the Contract under clause 10.6(a) or 23.4:

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- (i) the Buyer must promptly pay all outstanding charges incurred by the Supplier;
 - (ii) 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; and
 - (iii) clauses 10.5(a)(ii) to 10.5(a)(viii) apply.
- (c) The Supplier also has the right to terminate the Contract in accordance with Clauses 20.3 and 23.4.

10.7 Partially ending and suspending the Contract

- (a) Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.
- (b) The Buyer can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.
- (c) The Parties must agree (in accordance with clause 25) any necessary variation required by clause 10.7, but the Supplier may not either:
 - (i) reject the variation; or
 - (ii) increase the Charges, except where the right to partial termination is under clause 10.3.
- (d) The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under clause 10.7.

11. How much you can be held responsible for

- 11.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 125% of the Charges paid or payable to the Supplier.
- 11.2 No Party is liable to the other for:
- (a) any indirect losses; and/or
 - (b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 11.3 In spite of clause 11.1, neither Party limits or excludes any of the following:
- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;

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- (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; or
 - (c) any liability that cannot be excluded or limited by Law.
- 11.4 In spite of clause 11.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 8.5, 9.3(b), **Error! Reference source not found.**, or 32.2(b).
- 11.5 Notwithstanding clause 11.1, but subject to clauses 11.1 and 11.3, the Supplier's total aggregate liability under clause 13.7(e) shall not exceed the Data Protection Liability Cap.
- 11.6 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.
- 11.7 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

12. Obeying the Law

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

- (a) comply and procure that its Subcontractors comply with the Supplier Code of Conduct:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf) as such Code of Conduct may be updated from time to time, and such other sustainability requirements as set out in the Order Form;
- (b) comply with the provisions of the Official Secrets Acts 1911 to 1989 and section 182 of the Finance Act 1989;
- (c) support the Buyer in fulfilling its Public Sector Equality duty under section 149 of the Equality Act 2010;
- (d) comply with the model contract terms contained in Example 1 of Annex C of the guidance to PPN 05/19 (Tackling Modern Slavery in Government Supply Chains) shall apply to the Contract, as such clauses may be amended or updated from time to time; and
- (e) meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:
<https://www.gov.uk/government/collections/sustainable-procurementthe-government-buying-standards-gbs>.

12.2 The Supplier indemnifies the Buyer against any costs resulting from any default by the Supplier relating to any applicable Law to do with the Contract.

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 34.

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13. Data Protection

- 13.1 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 13.2 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.
- 13.3 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified in writing by the Buyer (where any such requirements have been provided).
- 13.4 If at any time the Supplier suspects or has reason to believe that the Government Data is corrupted, lost or sufficiently degraded, then the Supplier must immediately notify the Buyer and suggest remedial action.
- 13.5 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer 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 Buyer 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.
- 13.6 The Supplier must pay each Party's reasonable costs of complying with clause 13.5 unless the Buyer is at fault.
- 13.7 The Supplier:
- (a) must provide the Buyer 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 the Buyer unless required by Law to retain it; and
 - (e) indemnifies the Buyer against any and all losses incurred if the Supplier breaches clause 13 or any Data Protection Legislation.
- 13.8 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 the Contract dictates the status of each party under the DPA 2018. A Party may act as:

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- (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 the Contract and shall specify in Part A - *Authorized Processing Template* of Annex 1 – *Processing Personal Data* which scenario they think shall apply in each situation.

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

- (a) Where a Party is a Processor, it must only process Personal Data if authorised to do so in Part A - *Authorized Processing Template* of Annex 1 – *Processing Personal Data* by the Controller. Any further written instructions relating to the processing of Personal Data are incorporated into Part A - *Authorized Processing Template* of Annex 1 – *Processing Personal Data*.
- (b) The Processor must give all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment before starting any processing, including:
 - (i) a systematic description of the expected processing and its purpose;
 - (ii) the necessity and proportionality of the processing operations;
 - (iii) the risks to the rights and freedoms of Data Subjects; and
 - (iv) the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.
- (c) The Processor must notify the Controller immediately if it thinks the Controller's instructions breach the Data Protection Legislation.
- (d) The Processor must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Controller.
- (e) If lawful to notify the Controller, the Processor must promptly notify the Controller if the Processor is otherwise required to process Personal Data by Law before processing it.
- (f) The Processor must use all reasonable endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Processor's duties under this clause 13;
 - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;

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- (iii) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise allowed by the Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data.
- (g) Where the Personal Data is subject to UK GDPR, the Processor must not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the transfer is in accordance with Article 45 of the UK GDPR (or section 73 of DPA 2018); or
 - (ii) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) as determined by the Controller which could include relevant parties entering into the International Data Transfer Agreement (the "**IDTA**"), or International Data Transfer Agreement Addendum to the European Commission's SCCs (the "**Addendum**"), as published by the Information Commissioner's Office from time to time as well as any additional measures determined by the Controller;
 - (iii) the Data Subject has enforceable rights and effective legal remedies when transferred;
 - (iv) the Processor meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (v) the Processor complies with the Controller's reasonable prior instructions about the processing of the Personal Data.
- (h) Where the Personal Data is subject to EU GDPR, the Processor must not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the transfer is in accordance with Article 45 of the EU GDPR; or
 - (i) the Controller or Processor has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by the Controller which could include relevant parties entering into Standard Contractual Clauses in the European Commission's decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time as well as any additional measures determined by the Controller;

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- (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the EU GDPR 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.
- (j) The Processor must notify the Controller immediately if it:
 - (i) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (ii) receives a request to rectify, block or erase any Personal Data;
 - (iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (iv) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - (v) receives a request from any third Party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law; and
 - (vi) becomes aware of a Data Loss Event.
- (k) Any requirement to notify under clause (j) includes the provision of further information to the Controller in stages as details become available.
 - (i) The Processor must promptly provide the Controller with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause (j). This includes giving the Controller:
 - (ii) full details and copies of the complaint, communication or request;
 - (iii) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
 - (iv) any Personal Data it holds in relation to a Data Subject on request;
 - (v) assistance that it requests following any Data Loss Event; and
 - (vi) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office or any other regulatory authority.

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- (l) The Processor must maintain full, accurate records and information to show it complies with this clause 13. This requirement does not apply where the Processor employs fewer than 250 staff, unless either the Controller determines that the processing:
 - (i) is not occasional;
 - (ii) 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
 - (iii) is likely to result in a risk to the rights and freedoms of Data Subjects.
- (m) The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- (n) Before allowing any Subprocessor to process any Personal Data, the Processor must:
 - (i) notify the Controller in writing of the intended Subprocessor and processing;
 - (ii) obtain the written consent of the Controller;
 - (iii) enter into a written contract with the Subprocessor so that this clause 13 applies to the Subprocessor; and
 - (iv) provide the Controller with any information about the Subprocessor that the Controller reasonably requires.
- (o) The Processor remains fully liable for all acts or omissions of any Subprocessor.
- (p) At any time the Buyer can, with 30 Working Days' notice to the Supplier, change this clause 13 to replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- (q) The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office or any other regulatory authority.

14. 13.10 JOINT CONTROLLERS OF PERSONAL DATA- N/A- What you must keep confidential

14.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract; and

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- (c) immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

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

- (a) where disclosure is required by applicable Law, a regulatory body or a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the disclosing Party's Confidential Information;
- (f) on a confidential basis, to its auditors or for the purposes of regulatory requirements;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis; and
- (h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

14.3 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 shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.

14.4 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 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 the Buyer transfers or proposes to transfer all or any part of its business to;
- (c) if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions; (d) where requested by Parliament; and (e) under clauses 5.7 and 15.

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- 14.5 For the purposes of clauses 14.2 to 14.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 14.
- 14.6 Transparency Information, and Information which is exempt from disclosure by clause 15 is not Confidential Information.
- 14.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Buyer and must take all reasonable endeavours to ensure that Supplier Staff do not either.

15. When you can share information

- 15.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.
- 15.2 In accordance with a reasonable timetable and in any event within 5 Working Days of a request from the Buyer, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
- (a) comply with any FOIA request;
 - (b) comply with any Environmental Information Regulations (“**EIR**”) request;
 - (c) if the Contract has a value over the relevant threshold in Part 2 of the Regulations, comply with any of its obligations in relation to publishing Transparency Information.
- 15.3 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a Request For Information and may talk to the Supplier to help it decide whether to publish information under clause 15. However, the extent, content and format of the disclosure is the Buyer’s decision in its absolute discretion.

16. Insurance

The Supplier shall ensure it has adequate insurance cover for this Contract.

17. Invalid parts of the contract

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

18. No other terms apply

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

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19. Other people's rights in the contract

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

20. Circumstances beyond your control

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

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

20.2 Any failure or delay by the Supplier to perform its obligations under the Contract that is due to a failure or delay by an agent, Subcontractor and/or Supplier Staff will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.

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

20.4 Where a Party terminates under clause 20.3: (a) each Party must cover its own losses; and (b) clause 10.5(a)(ii) to 10.5(a)(viii) applies.

21. Relationships created by the contract

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

22. Giving up contract rights

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

23. Transferring responsibilities

23.1 The Supplier cannot assign, novate or in any other way dispose of the Contract or any part of it without the Buyer's written consent.

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

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

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23.4 The Supplier can terminate the 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.

24. Supply Chain

24.1 The Supplier cannot sub-contract the Contract or any part of it without the Buyer's prior written consent. The Supplier shall provide the Buyer with the name of any Subcontractor the Supplier proposes to engage for the purposes of the Contract. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. If the Buyer does not communicate a decision to the Supplier within 10 Working Days of the request for consent then its consent will be deemed to have been given. The Buyer may reasonably withhold its consent to the appointment of a Subcontractor if it considers that:

- (a) the appointment of a proposed Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
- (b) the proposed Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or (c) the proposed Subcontractor employs unfit persons.

24.2 If the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of all such 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.

24.3 The Supplier must exercise due skill and care when it selects and appoints Subcontractors.

24.4 The Supplier will ensure that all Sub-Contracts in the Supplier's supply chain entered into after the Start Date wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract contain provisions that:

- (a) allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
- (b) require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
- (c) allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.

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24.5 The Supplier will take reasonable endeavours to ensure that all Sub-Contracts in the Supplier's supply chain entered into before the Start Date but made wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract contain provisions that:

- (a) allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
- (b) require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
- (c) allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.

24.6 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:

- (a) there is a change of control within the meaning of Section 450 of the Corporation Tax Act 2010 of a Subcontractor which isn't pre-approved by the Buyer in writing;
- (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4;
- (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer;
- (d) the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; and/or
- (e) the Buyer has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Regulations.

24.7 The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.

25. Changing the contract

Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. The Buyer is not required to accept a variation request made by the Supplier.

26. How to communicate about the contract

26.1 All notices under the Contract must be in writing and are considered effective on the Working Day of Delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9am on the first Working Day after sending unless an error message is received.

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

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

27. Dealing with claims

27.1 If the Buyer becomes aware of any Claim, the Buyer must:

- (a) notify the Supplier as soon as reasonably practical becoming aware of a Claim;
- (b) at the Supplier's cost, allow the Supplier to conduct all negotiations and proceedings to do with a Claim;
- (c) at the Supplier's cost, give the Supplier reasonable assistance with the Claim if requested; and
- (d) not make admissions about the Claim without the prior written consent of the Supplier which cannot be unreasonably withheld or delayed.

27.2 The Supplier must:

- (a) consider and defend the Claim diligently and in a way that does not damage the Buyer's reputation; and
 - (b) not settle or compromise any Claim without the Buyer's prior written consent which it must not unreasonably withhold or delay.
- 28. Preventing fraud, bribery and corruption**

28.1 The Supplier shall not:

- (a) commit any criminal offence referred to in 57(1) and 57(2) of the Regulations; or
- (b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Buyer or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.

28.2 The Supplier shall take all reasonable endeavours (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with Good Industry Practice, to prevent any matters referred to in clause 28.1 and any fraud by the Supplier Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify the Buyer immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.

28.3 If the Supplier notifies the Buyer as required by clause 28.2, 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.

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28.4 If the Supplier or the Supplier Staff engages in conduct prohibited by clause 28.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:

(a) require the Supplier to remove any Supplier Staff from providing the Deliverables if their acts or omissions have caused the default; and (b) immediately terminate the Contract.

29. Equality, diversity and human rights

29.1 The Supplier must follow all applicable employment and 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 the Buyer reasonably imposes related to equality Law.

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

30. Health and safety

30.1 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.

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

31. Environment and sustainability

31.1 In performing its obligations under the Contract, the Supplier shall, to the reasonable satisfaction of the Buyer:

- (a) meet, in all material respects, the requirements of all applicable Laws regarding the environment; and
- (b) comply with its obligations under the Buyer's current environmental policy, which the Buyer must provide.

31.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's environmental policy.

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32. Tax

- 32.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.
- 32.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the 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 Term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 32.3 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains requirements that:
- (a) the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 32.2, 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 isn't good enough to demonstrate how it complies with clause 32.2 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.

33. Conflict of interest

- 33.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual, potential or perceived Conflict of Interest.
- 33.2 The Supplier must promptly notify and provide details to the Buyer if an actual, potential or perceived Conflict of Interest happens or is expected to happen.

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33.3 The Buyer will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such measures do not or will not resolve an actual or potential conflict of interest, the Buyer may terminate the Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest and clauses 10.5(a)(ii) to 10.5(a)(viii) shall apply.

34. Reporting a breach of the contract

34.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of Law, clause 12.1, or clauses 27 to 33.

34.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 34.1 to the Buyer or a Prescribed Person.

35. Further Assurances

Each Party will, at the request and cost of the other Party, do all things which may be reasonably necessary to give effect to the meaning of this Contract.

36. Resolving disputes

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

36.2 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 36.3 to 36.5.

36.3 Unless the Buyer refers the dispute to arbitration using clause 36.4, 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
- (c) grant any other provisional or protective relief.

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

36.5 The Buyer has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 36.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court

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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 36.4.

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

37. Which law applies

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