Order Form

1. Contract Reference	C117430
2. Data	22 December 2022
3. Buyer	The Secretary of State for Health and Social Care as part of the Crown acting through the UK Health Security Agency, Nobel House, 17 Smith Square, London, SW1P 3HX (the **"Buyer"**).
4. Supplier	Fundação Butantan, company number 133326, of Avenida Vital Brasil,1500 Butantã, Sao Paulo-SP,05503-900, Brazil (the **"Supplier"**).
5. The Contract	The Supplier shall supply the deliverables described below on the terms set out in this Order Form and the attached contract conditions set out at Appendix 1. Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions. In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail. Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Buyer and may delay conclusion of the Contract. Any purchase order issued by the Buyer in respect of this Agreement does not form part of this Agreement.
6. Delivery	• The Supplier shall deliver the Goods to the Buyer's location stated below or any other agreed point(s) of delivery as the Buyer may advise from time to time. The Buyer's nominated delivery location **("Delivery Location")** is: FAO: [redacted] Goods in Movianto UK Progress Park Bedford MK42 9XE United Kingdom • The planned delivery shall be pre-advised by the Supplier to the Buyer's primary delivery contact stated below (individually or collectively be known as the **"Delivery Contact"**) at least 48 hours prior to attendance: o Primary delivery contact: [redacted] ▪ [redacted] o Secondary delivery contract: [redacted] ▪ Email: [redacted] ▪ Tel: [redacted] • The Supplier shall provide the following data when notifying the Delivery Contact: o Supplier name. o Buyer's Purchase Order Number. o Item reference, Supplier's item code, description, and quantity. • The Delivery Contact will confirm: • Booking reference number; • Date and time of service (where applicable); and

<table>
<tr><td></td><td>• Delivery address.
Delivery of the Goods shall be considered to have occurred when the Delivery Contact or other authorised representative of the Buyer at the Buyer's Delivery Location has signed the Supplier's delivery note confirming receipt.</td></tr>
<tr><td>7. Specification of Goods and (the "Specification")</td><td>The Goods shall be supplied in accordance with the following specification (the "Specification")

Table 1
<table>
<tr><th>Product Code
Batch No.</th><th>Product Description</th><th>QTY</th></tr>
<tr><td>[redacted]</td><td>Each mL of DAT neutralizes at least 1,000 IU of diphtheria toxin out of at least a total of a 10,000 IU in a 10 mL vial. Each carton contains 5 vials with 10 mL of diphtheria antitoxin. Diphtheria antitoxin is supplied in 10 mL vial containing an injectable solution of the specific and purified F(ab')$_2$ equine-derived immunoglobulin fractions.</td><td>[redacted]</td></tr>
</table></td></tr>
<tr><td>8. Contract Period and Termination</td><td>The Term shall commence on 22 December 2022 and the Expiry Date shall be 31 March 2023 (the "Term") unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.

The Buyer may terminate this Contract for convenience at any time pursuant to clause 11 of Appendix 1 – Short Form Terms and Conditions by giving the Supplier not less than 10 days' written notice.</td></tr>
<tr><td>9. Contract Price</td><td>The maximum value that can be ordered under this Contract is thirteen-thousand, three hundred and thirty-six US dollars and twenty cents $13.336.20) (the "Contract Value").

The Contract Price excludes VAT at the applicable rate and any other taxes and is inclusive of freight, data loggers and delivery charges.

For the avoidance of doubt, the Buyer is not committed to pay the Contract Price.

The chares for the Goods shall per Table 2.

Table 2
<table>
<tr><th>Description</th><th>Quantity</th><th>Unit Price</th><th>Total</th></tr>
<tr><td>Diphtheria Antitoxin 10000IU/10ml</td><td>[redacted]</td><td>[redacted]</td><td>[redacted]</td></tr>
<tr><td>Origin Charges</td><td>[redacted]</td><td>[redacted]</td><td>[redacted]</td></tr>
<tr><td>Freight</td><td>[redacted]</td><td>[redacted]</td><td>[redacted]</td></tr>
<tr><td>Insurance</td><td>1</td><td rowspan="2">[redacted]</td><td rowspan="2">[redacted]</td></tr>
<tr><td>Destination Charges</td><td>[redacted]</td></tr>
<tr><td></td><td></td><td>Total</td><td>$13,336.20</td></tr>
</table></td></tr>
<tr><td>10. Payment</td><td>Following receipt of the Supplier's countersigned copy of the Contract, the Buyer will send a unique Purchase Order Number.

Payment terms are net 30 days from receipt of a valid invoice.</td></tr>
</table>

	All invoices must be sent for approval and shall include the proof of delivery to the Buyer's designated finance mailbox e-mail: payables@phe.gov.uk and their agreed representative before being submitted for payment. All invoices must be addressed to the Buyer's Account Payable section: United Kingdom Health Security Agency Financial Operations and Control Porton Down Salisbury Wiltshire SP4 0JG The Supplier shall provide compliant invoices that include, as a minimum, a valid Purchase Order Number, Purchase Order Number line-item number (if applicable), Purchase Order Number line description, and the details (name and telephone number) of the Buyer's authorised representative. Non-compliant invoices will be sent back to the Supplier, which may lead to a delay in a payment. Supplier queries regarding payment must be forwarded to the Buyer's Accounts Payable section by email to: [redacted]. All invoices must be sent for approval to the Buyer's designated finance mailbox e-mail: payables@phe.gov.uk and their agreed representative before being submitted for payment. The applicable invoicing process and associated terms are set out in Section 5 of Appendix 1.
11. Quality Standards	The Supplier must comply with the Specification of the Goods and provide the following information: • Good Manufacturing Practice Certificate – [redacted] • Certificate of analysis – ANNEX B • Lot release certificate for batch 220316 • Patient Information Leaflet – [redacted] • Images of the packaging for antivenom – [redacted] • A signed and dated statement that the product is Transmissible Spongiform Encephalopathy (TSE) free. The statement will need to confirm that all active and inactive substances present in the unlicensed medicine do not contain materials of animal origin that represent a risk of TSE transmission. If bovine, porcine, or other animal material is used then there must be a declaration that this is from herds that are BSE (or similar disease) free. • Provide evidence of Good Manufacturing Practice (GMP) compliance with a valid GMP certificate issued by one of the following: EU, Mutual Recognition Agreement (MRA) countries or a Pharmaceutical Inspection Cooperation Scheme (PIC/S) member following successful inspection of the manufacturing site in relation to either the antivenom or another product of similar pharmaceutical class.

	• Air Waybill and Delivery insurance to provided prior to the Goods have been disoatched.
12. Authorised Representative(s)	The Buyer's Contract Manager is: Name: [redacted] Email: [redacted] The Supplier's Contract Manager is: Name: [redacted] Email: [redacted]
13. Key Performance Indicators	[redacted]
14. Address for notices	Buyer: Attention: [redacted] Address: UK Health Security Agency, Nobel House, 17 Smith Square, London, SW1P 3HX Email: [redacted] Supplier: Attention: [redacted] Address: Rua Alvarenga,1396 Butanta, Sao Paulo-SP,05509-002, Brazil Email: [redacted]
15. Procedures and Policies	Pricing and individual contact details shall be deemed to be Confidential Information for a period of three (3) years after the expiry or earlier termination of this Contract unless otherwise aareed in writind bv the Parties.

Signed for and on behalf of the **Supplier**	Signed for and on behalf of the **Buyer**
[redacted]	[redacted]

ANNEX A - Good Manufacturing Practice Certificate

MINISTÉRIO DA SAÚDE

AGÊNCIA NACIONAL DE VIGILÂNCIA SANITÁRIA

CERTIFICADO DE BOAS PRÁTICAS DE FABRICAÇÃO DE INSUMOS FARMACÊUTICOS ATIVOS

LINHA DE INSUMOS FARMACÊUTICOS ATIVOS BIOLÓGICOS

A Agência Nacional de Vigilância Sanitária - ANVISA, por meio da Resolução RE nº **1.036**, de **31/03/2022**, publicada em Diário Oficial da União (DOU) na data de **04/04/2022**, certifica que a empresa abaixo é periodicamente inspecionada e monitorada pelo Sistema Nacional de Vigilância Sanitária e que cumpre com as diretrizes de Boas Práticas de Fabricação dadas pela legislação brasileira, a qual está em consonância com as recomendações da Organização Mundial de Saúde.

Empresa: Instituto Butantan CNPJ: 61.821.344/0001-56
Endereço: Avenida Vital Brasil Nº 1500, Butantã (prédio 41)
Município: São Paulo UF: SP
Expediente(s): 3911692/21-8
Certificado de Boas Práticas de Fabricação de Insumos Farmacêuticos Ativos:
Insumos farmacêuticos ativos biológicos: imunoglobulinas heterólogas.

A presente certificação é válida até o dia **04/04/2024** e poderá ser cancelada, caso seja comprovado, pela autoridade sanitária competente, o não cumprimento dos requisitos preconizados pelas normas vigentes de Boas Práticas.

Documento assinado eletronicamente por **Ana Carolina Moreira Marino Araujo**, **Gerente-Geral de Inspeção e Fiscalização Sanitária**, em 04/04/2022, às 10:36, conforme horário oficial de Brasília, com fundamento no § 3º do art. 4º do Decreto nº 10.543, de 13 de novembro de 2020 http://www.planalto.gov.br/ccivil_03/_ato2019-2022/2020/decreto/D10543.htm.

A autenticidade deste documento pode ser conferida no site https://sei.anvisa.gov.br/autenticidade, informando o código verificador **1834317** e o código CRC **34CA332F**.

MINISTRY OF HEALTH

NATIONAL HEALTH SURVEILLANCE AGENCY

GOOD MANUFACTURING PRACTICES FOR DRUGS CERTIFICATION
ACTIVE PHARMACEUTICAL DRUGS

LINE OF BIOLOGIC ACTIVE PHARMACEUTICAL INGREDIENTS

The National Health Surveillance Agency - ANVISA, by means of Resolution RE no. 1.036, of 31/03/2022, published in the Official Federal Gazette (DOU) on 04/04/2022, hereby certifies that the company named below is periodically inspected and monitored by the National Health Surveillance System and that it complies with the Good Manufacturing Practice guidelines laid down by Brazilian legislation, which is in line with the recommendations of the World Health Organization.

Company: Instituto Butantan CNPJ: 61.821.344/0001-56
Address: Avenida Vital Brasil Nº 1500, Butantã (prédio 41)
Municipality: São Paulo UF: SP
File(s): 3911692/21-8
Good Manufacturing Practice Certificate for Active Pharmaceutical Ingredients:
Biological active pharmaceutical ingredients: heterologous immunoglobulins.

This certification is valid until 04/04/2024 and may be withdrawn if it is proven, by the competent health authority, that the requirements of the current Good Practices regulations have not been met.

Document digitally signed by Ana carolina Moreira Marino Araujo, General Manager of Public Health Inspection and Surveillance, on 04/04/2022, at 10:36, as per Brasília official local time, pursuant to article 4, subparagraph 3, of Decree n. 10.543, of 13 November 2020 http://www.planalto.gov.br/ccivil_03/_ato2019-2022/2020/decreto/D10543.htm.

The authenticity of this document can be verified at https://sei.anvisa.gov.br/autenticidade, by entering the verification code 1834317 and the CRC code 34CA332F.

Global Connects
we love languages

CERTIFICATE OF TRANSLATION

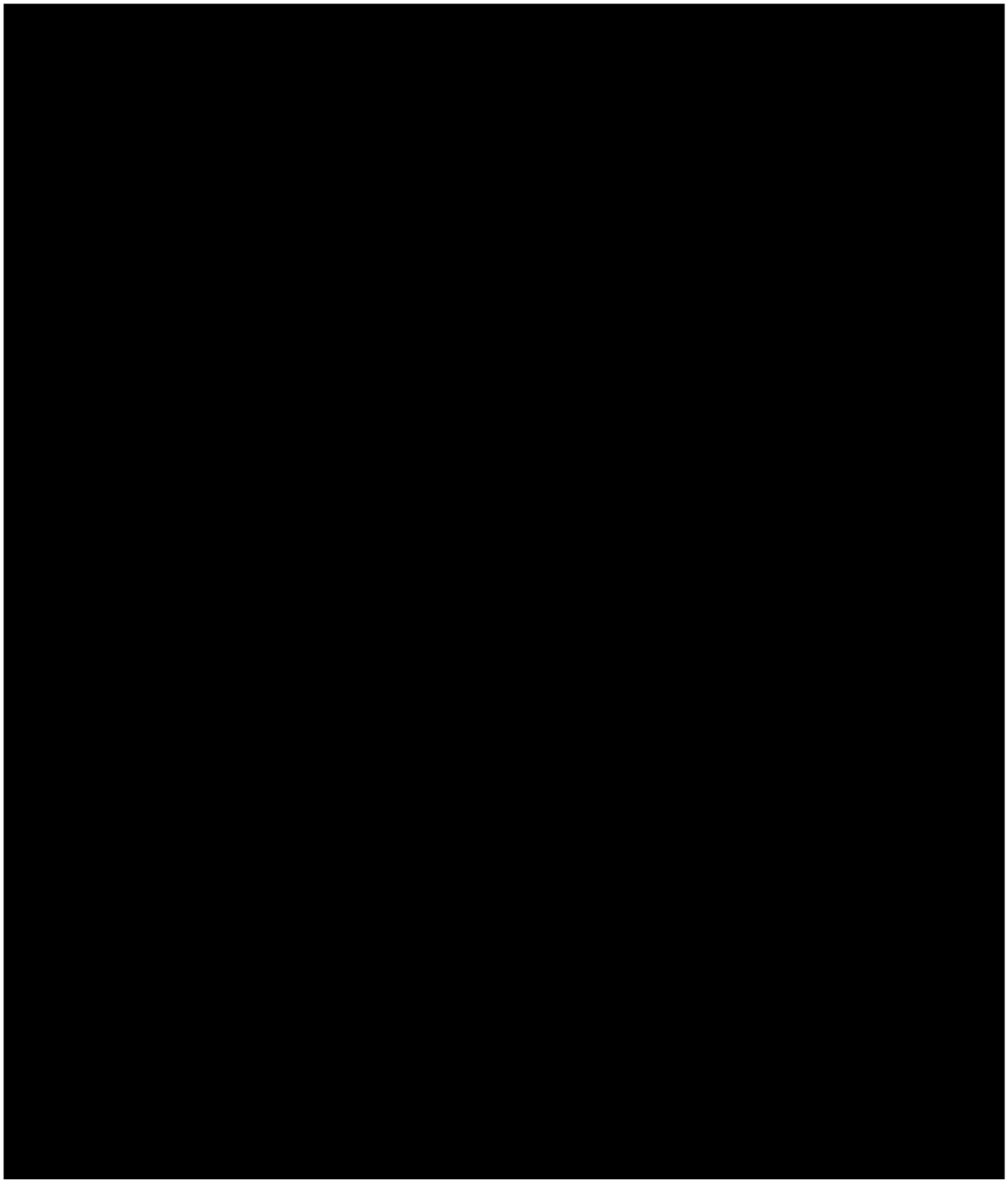
Project No: 2022-3263

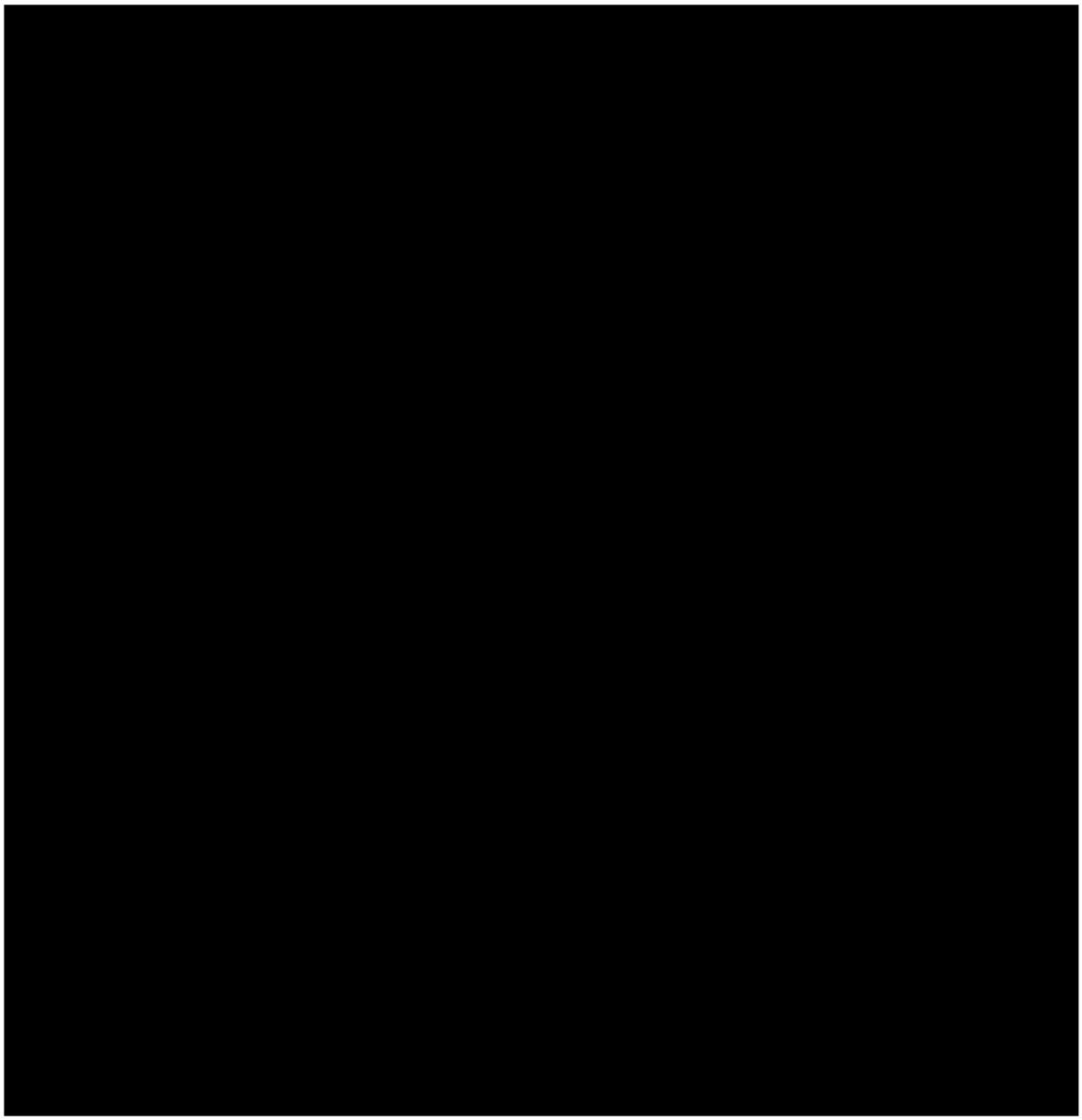
Global Connections (Scotland) Ltd hereby certifies that this translation was carried out by a competent translator in the languages involved and that it is true and accurate to the photocopied source document attached herewith and bearing our company stamp.

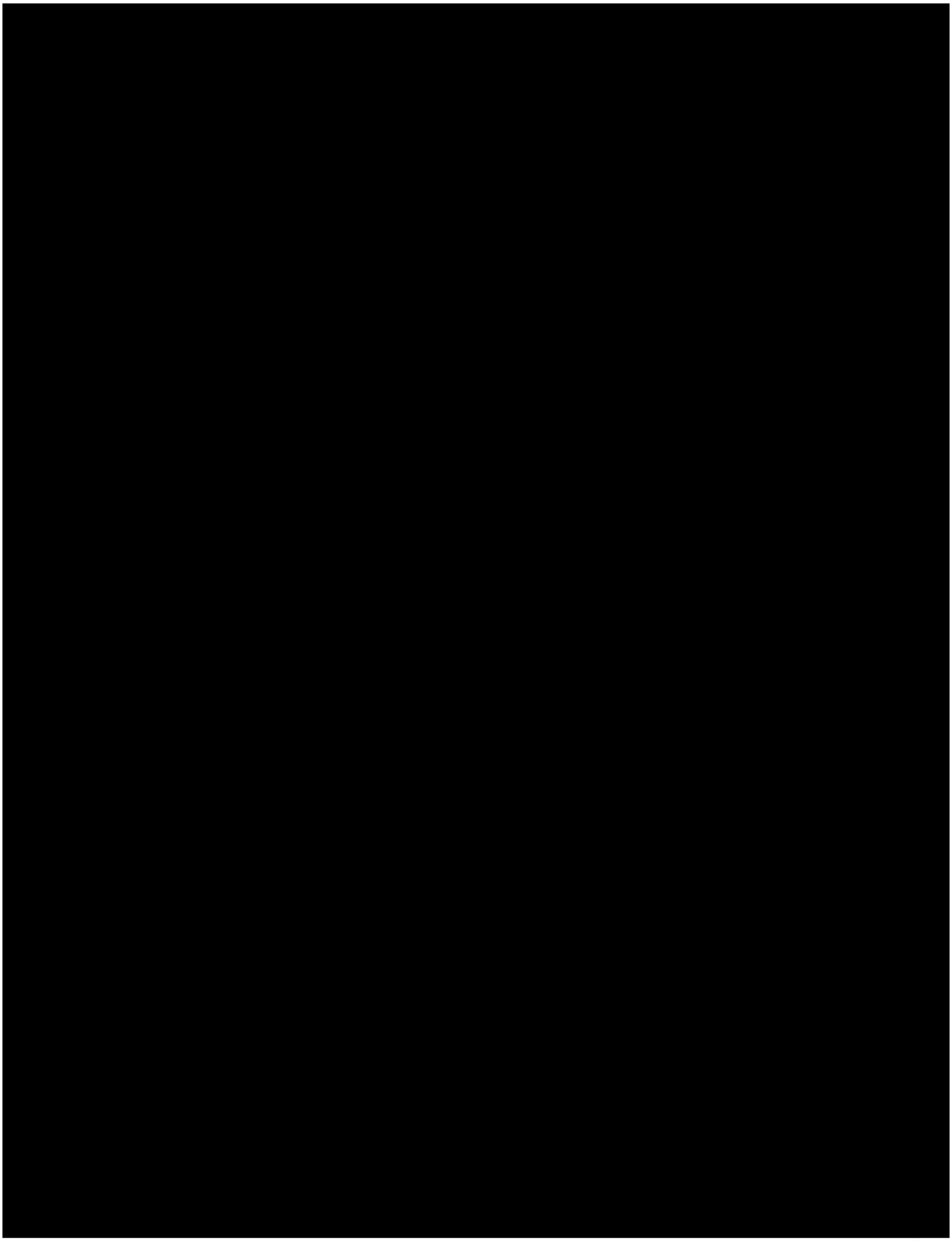
S [redacted]

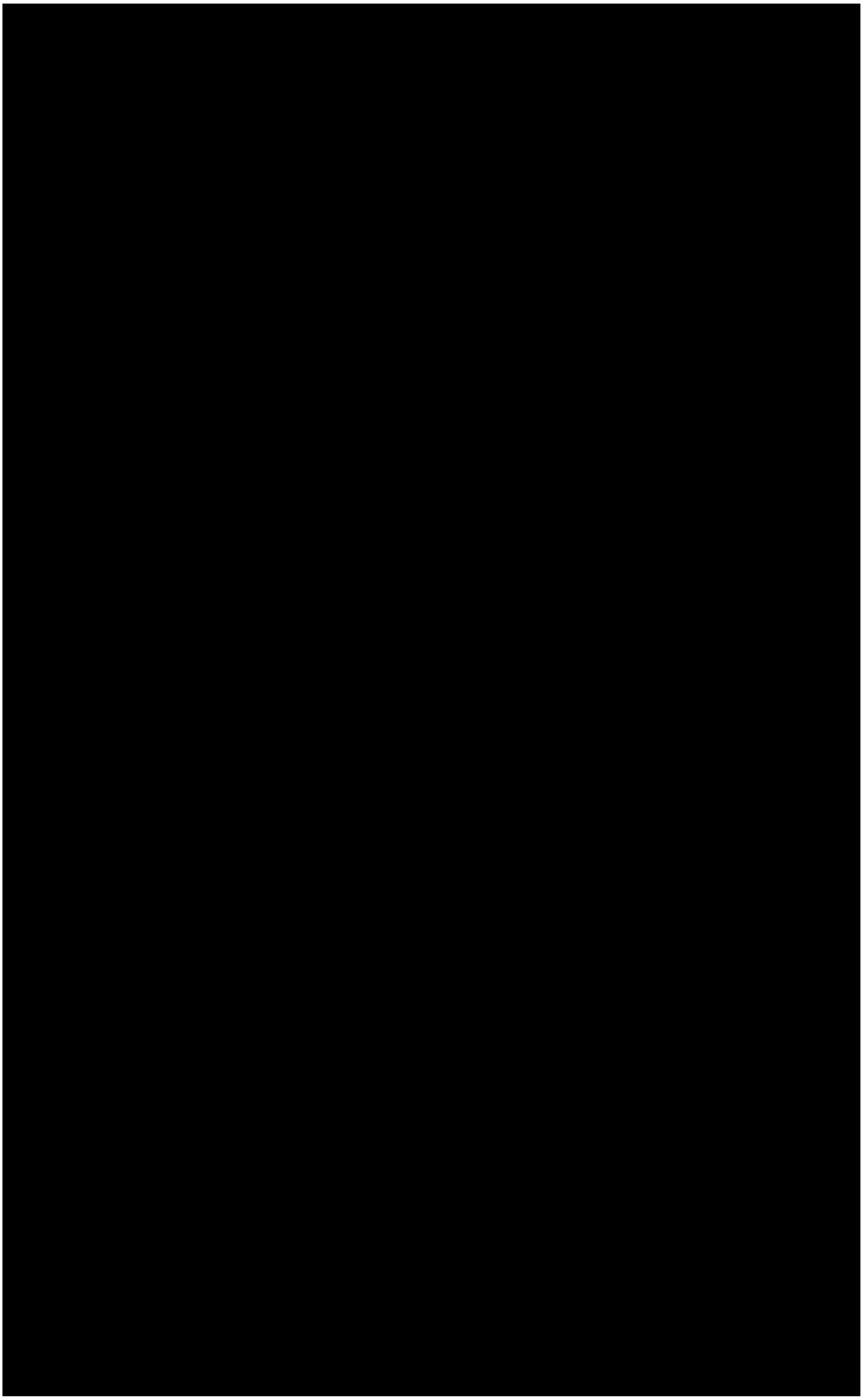
Global Connections (Scotland) Ltd 3rd Floor, 180 Hope Street, Glasgow G2 2UE
Tel: 0161 332 8889 Fax: 0161 332 8881 Email: info@globalconnects.com

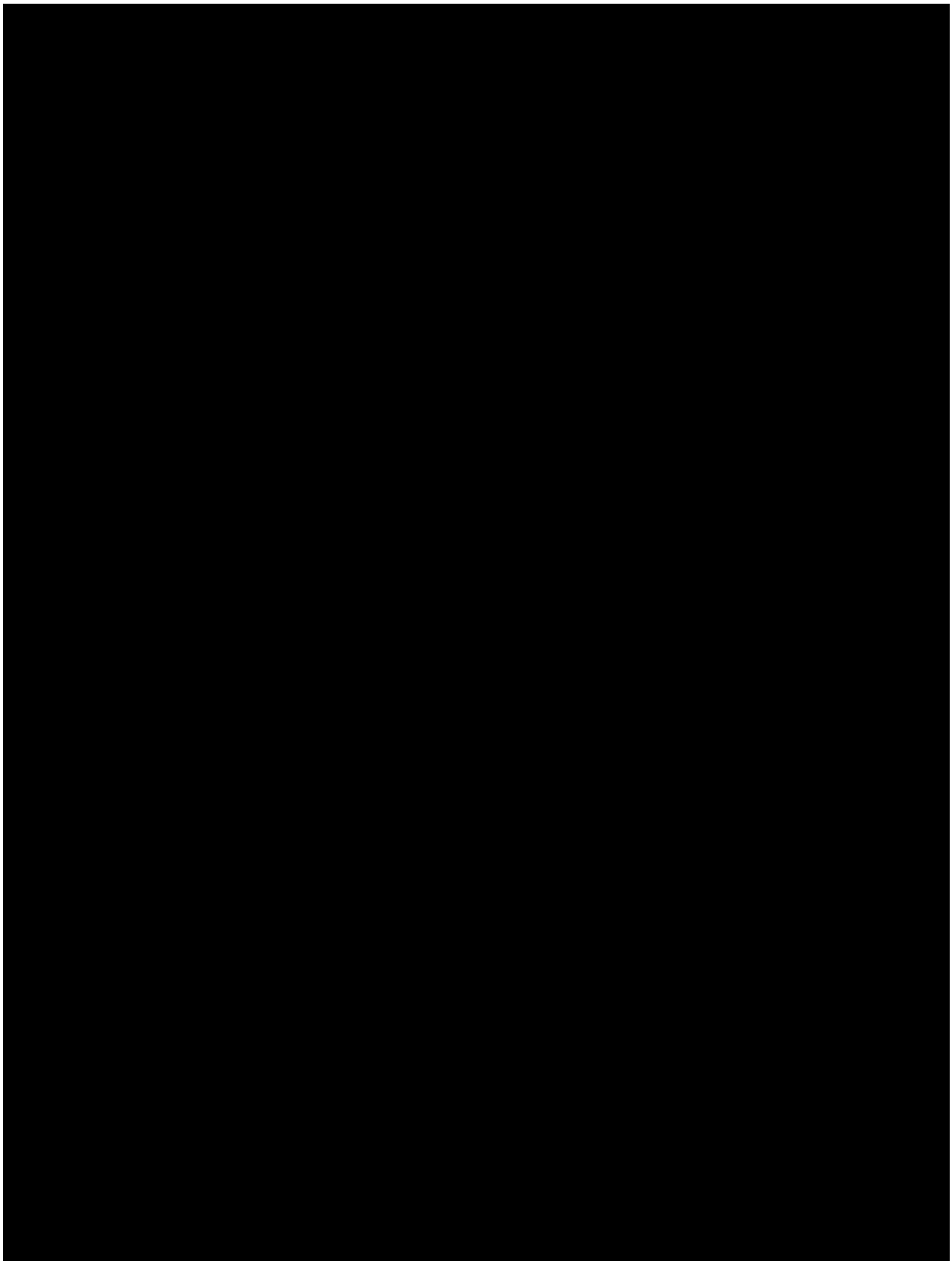
ANNEX B - Certificate of Analysis

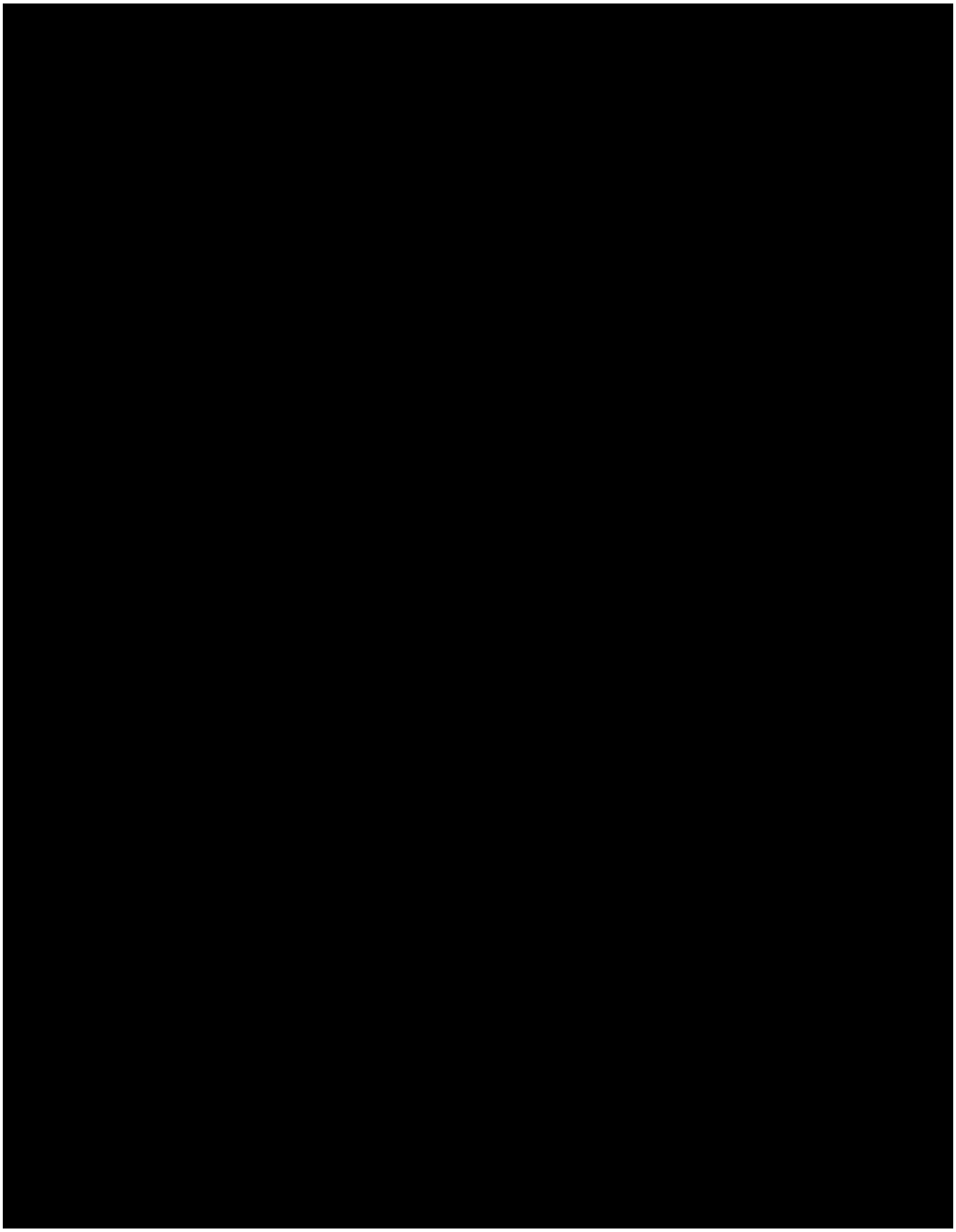


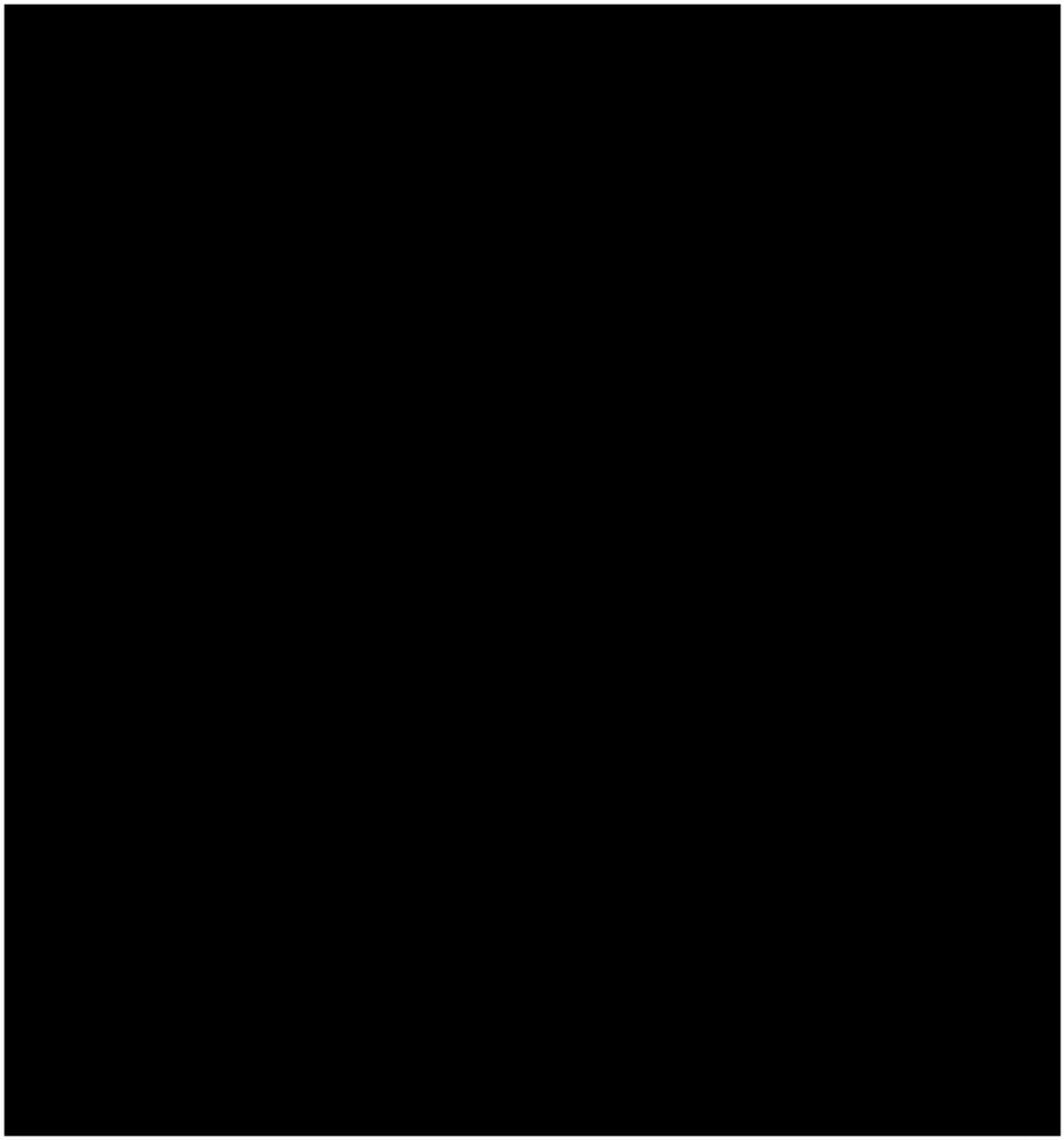


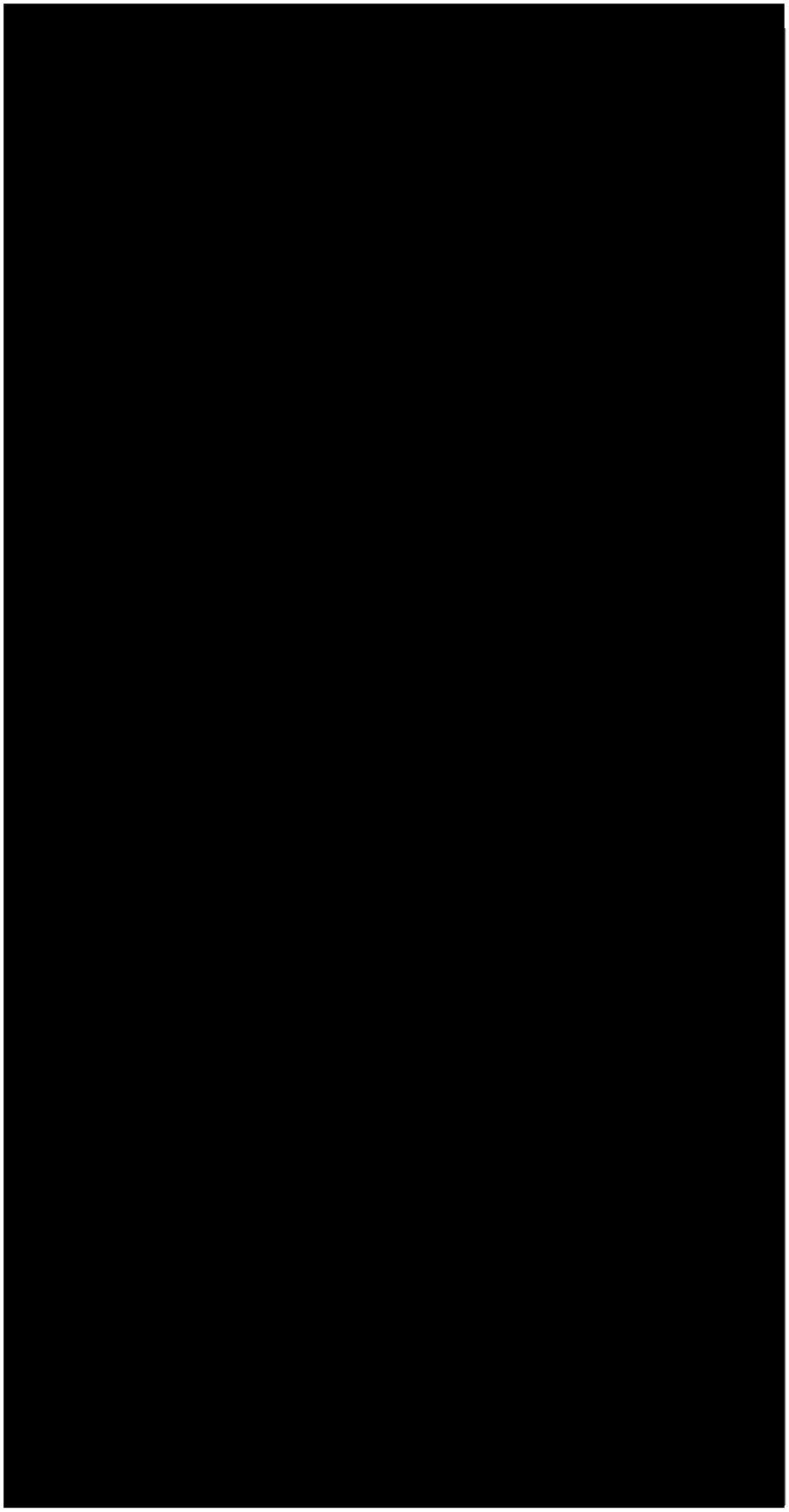


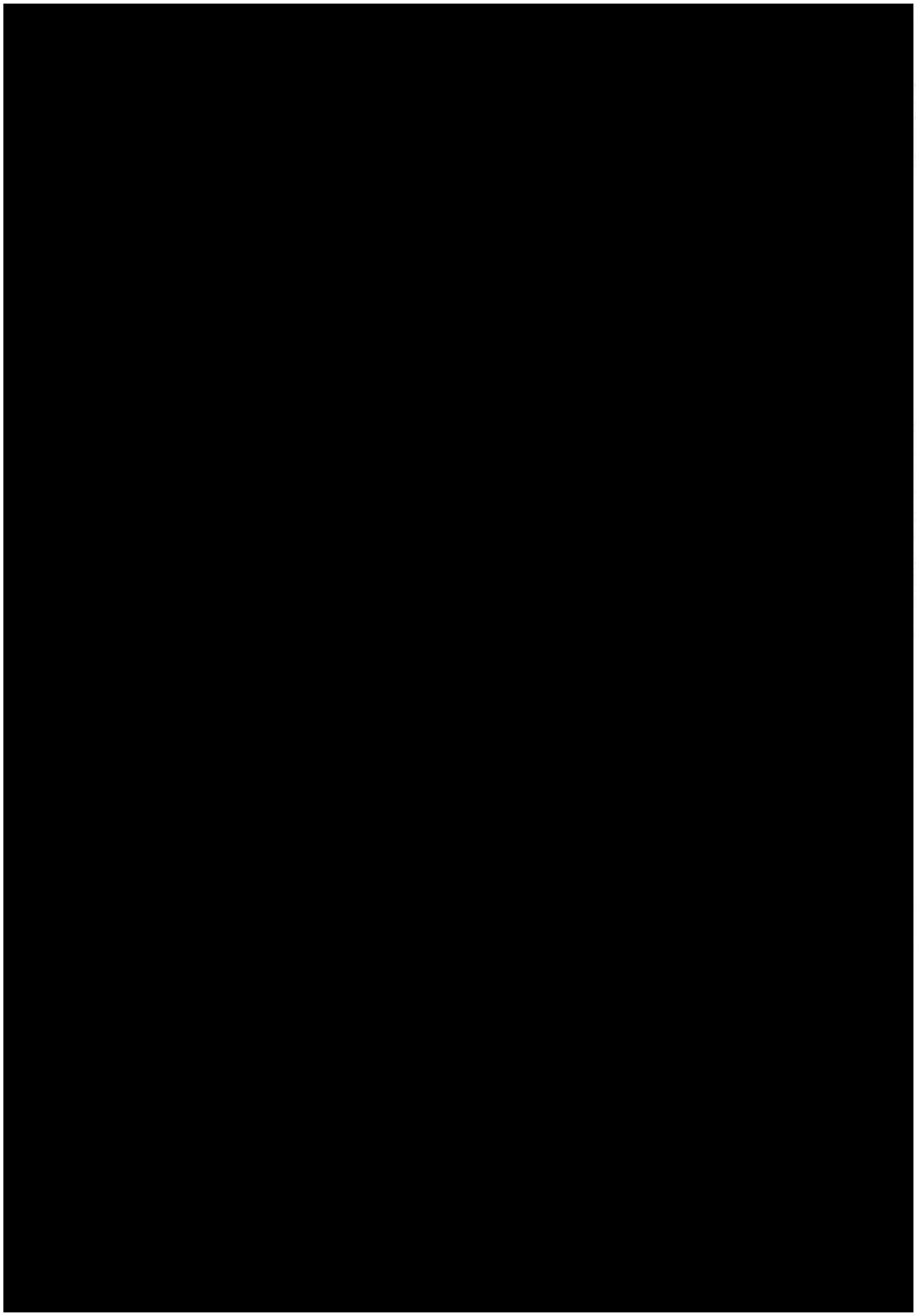


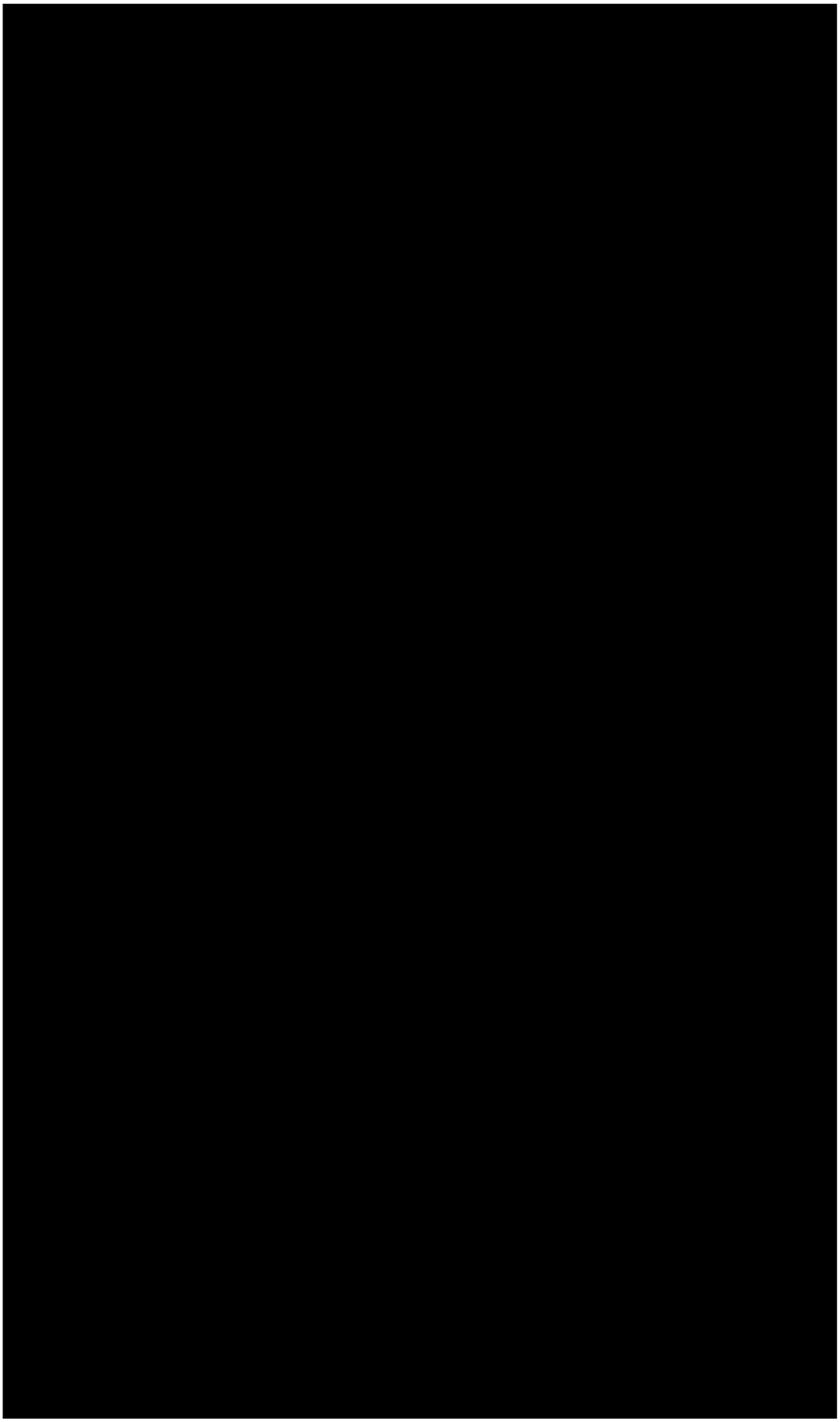


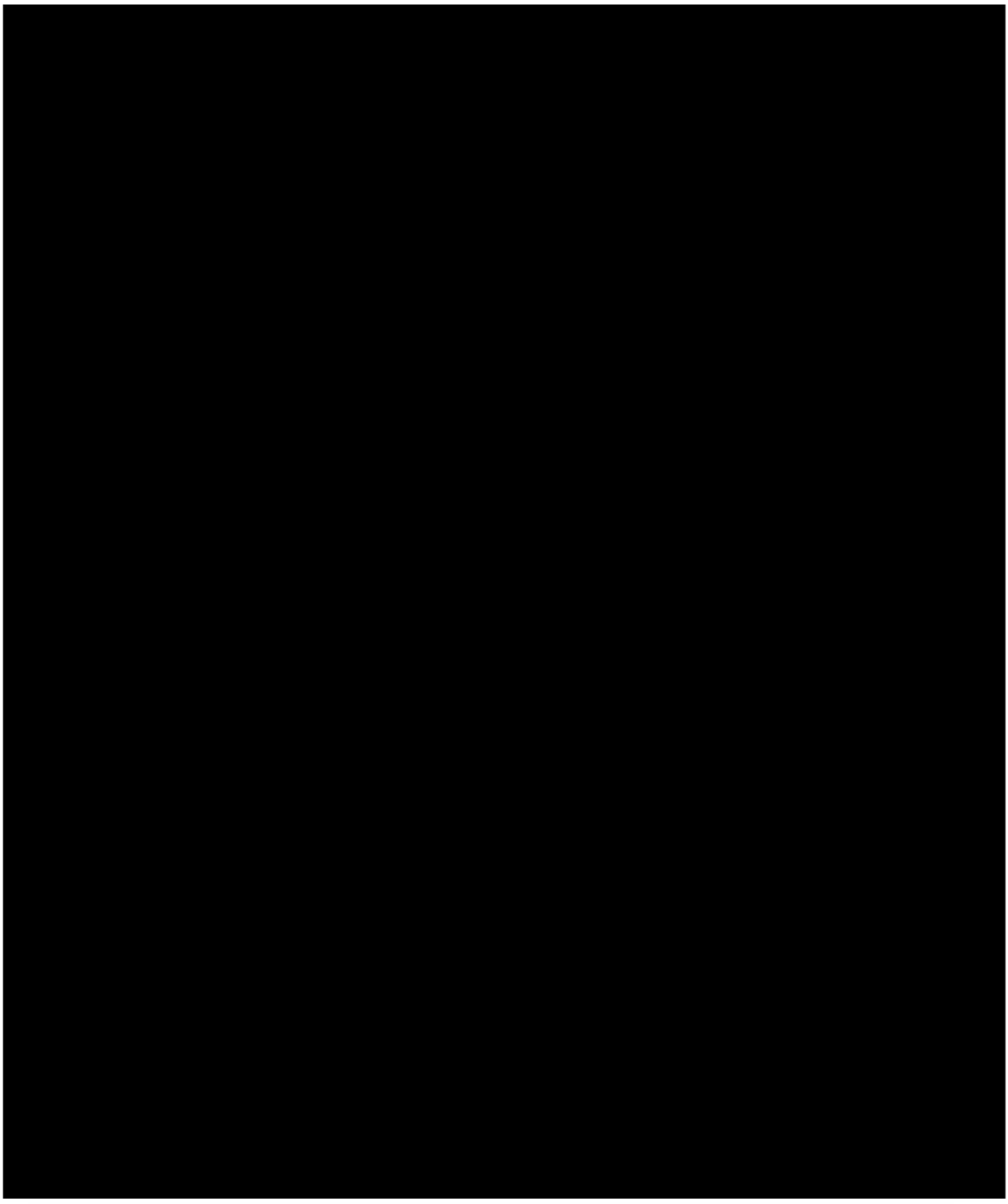


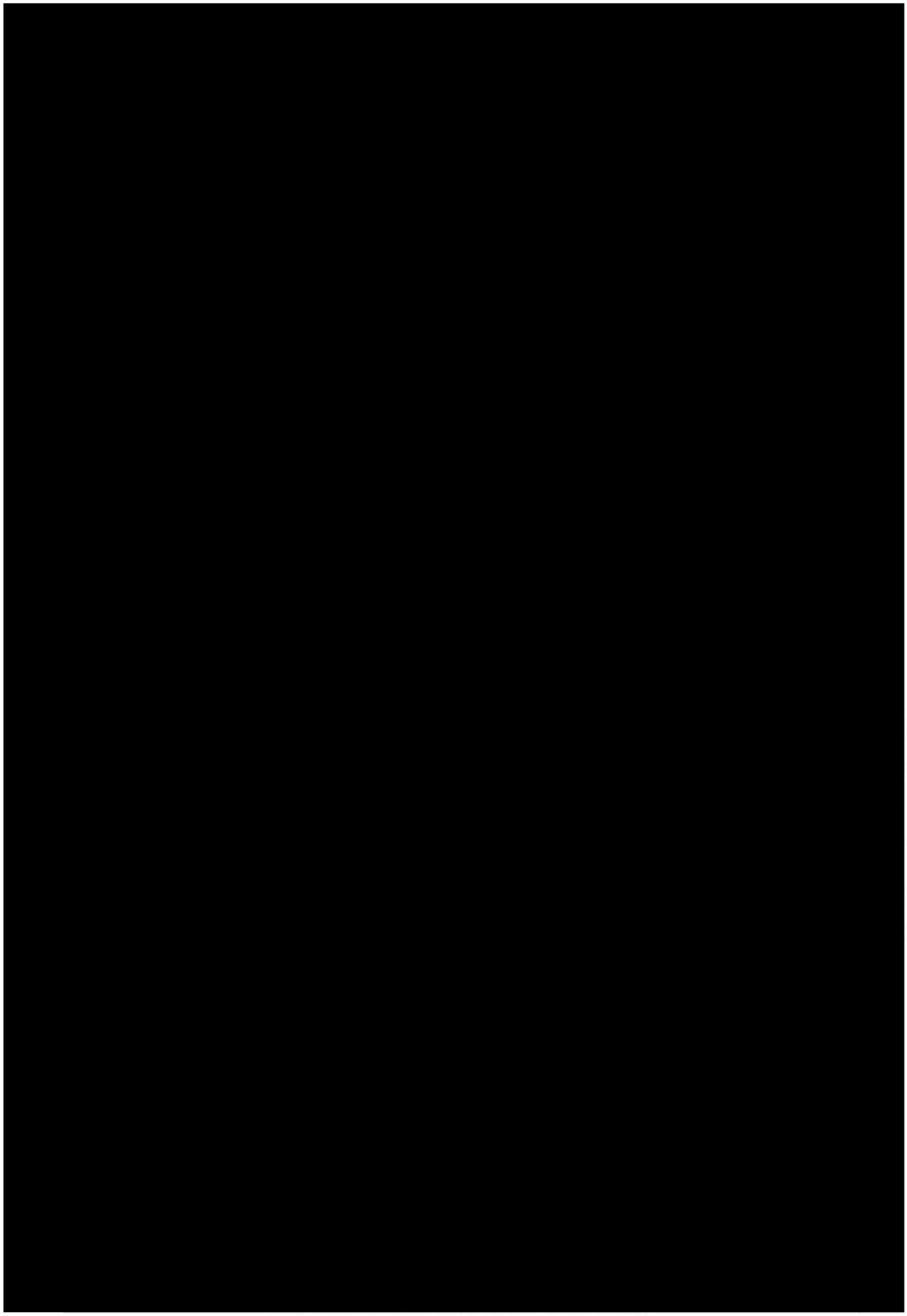


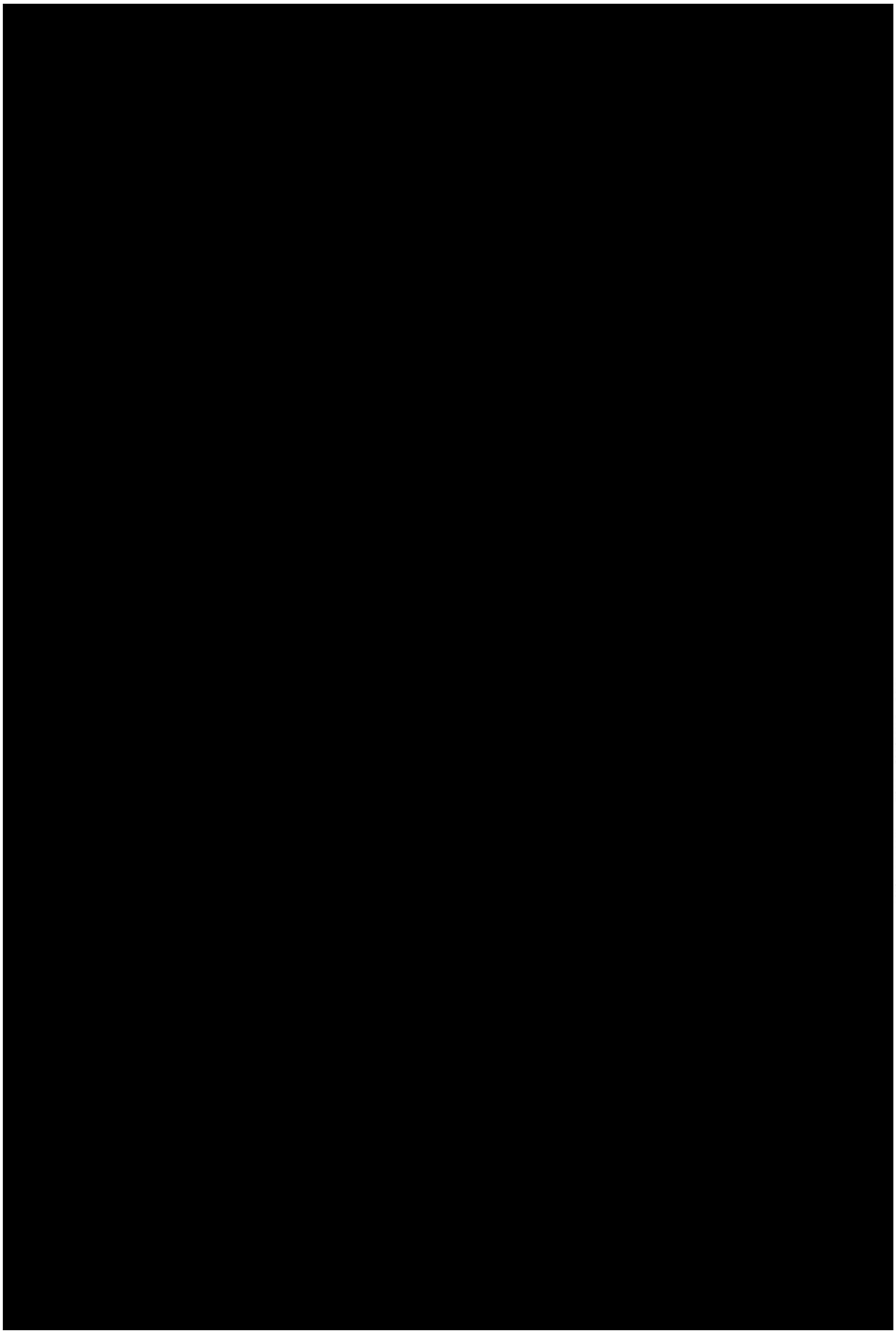


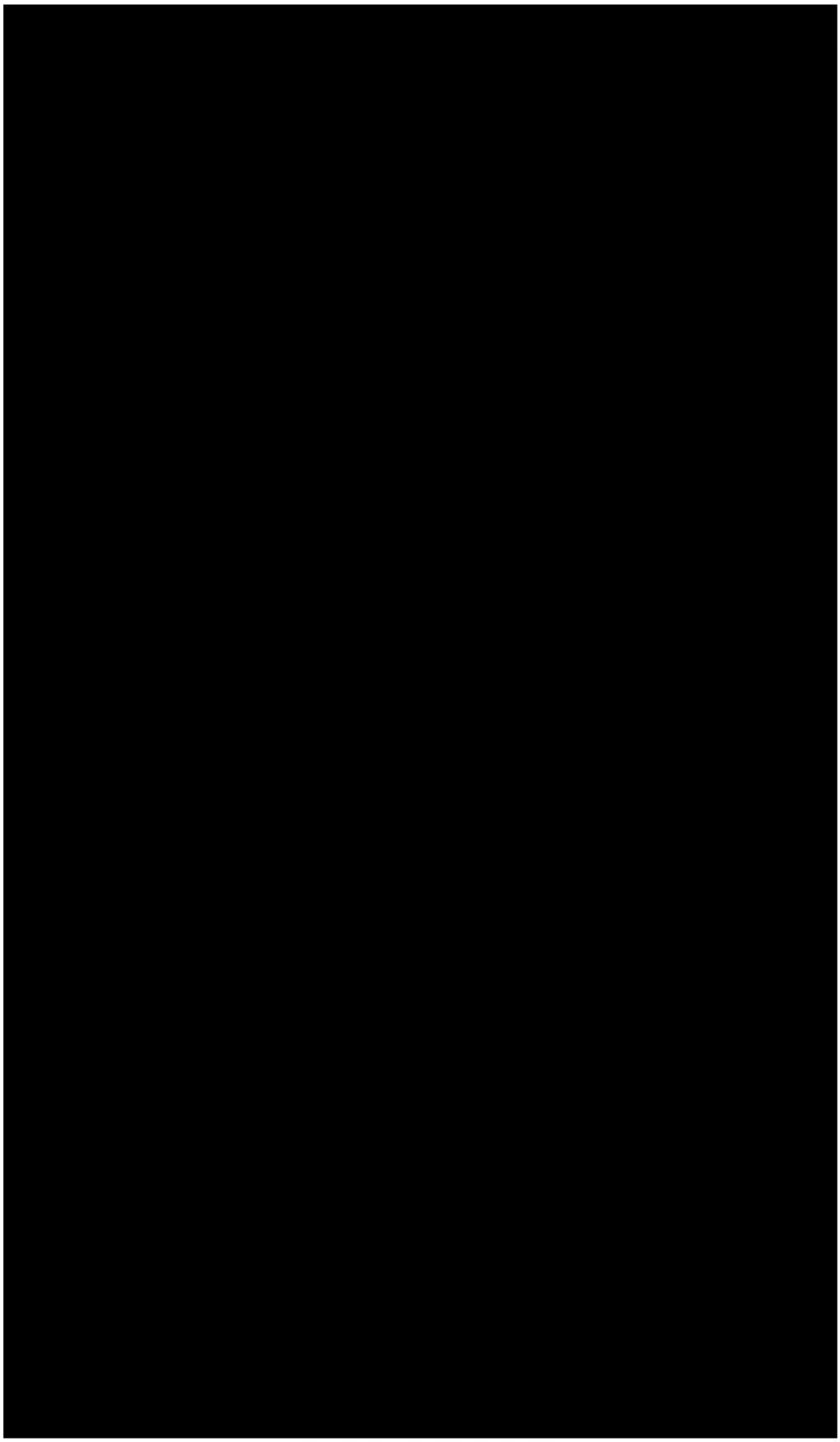


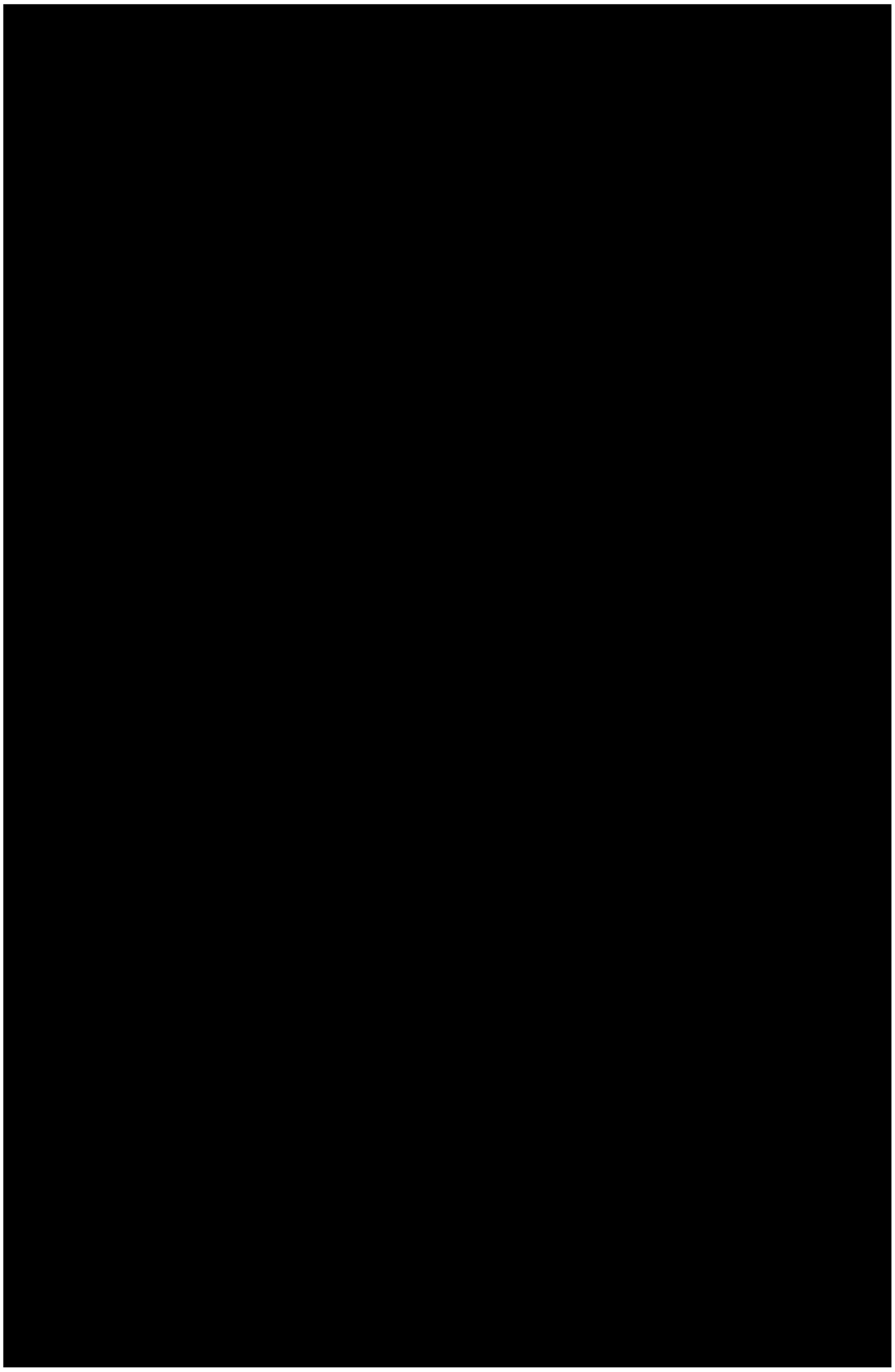


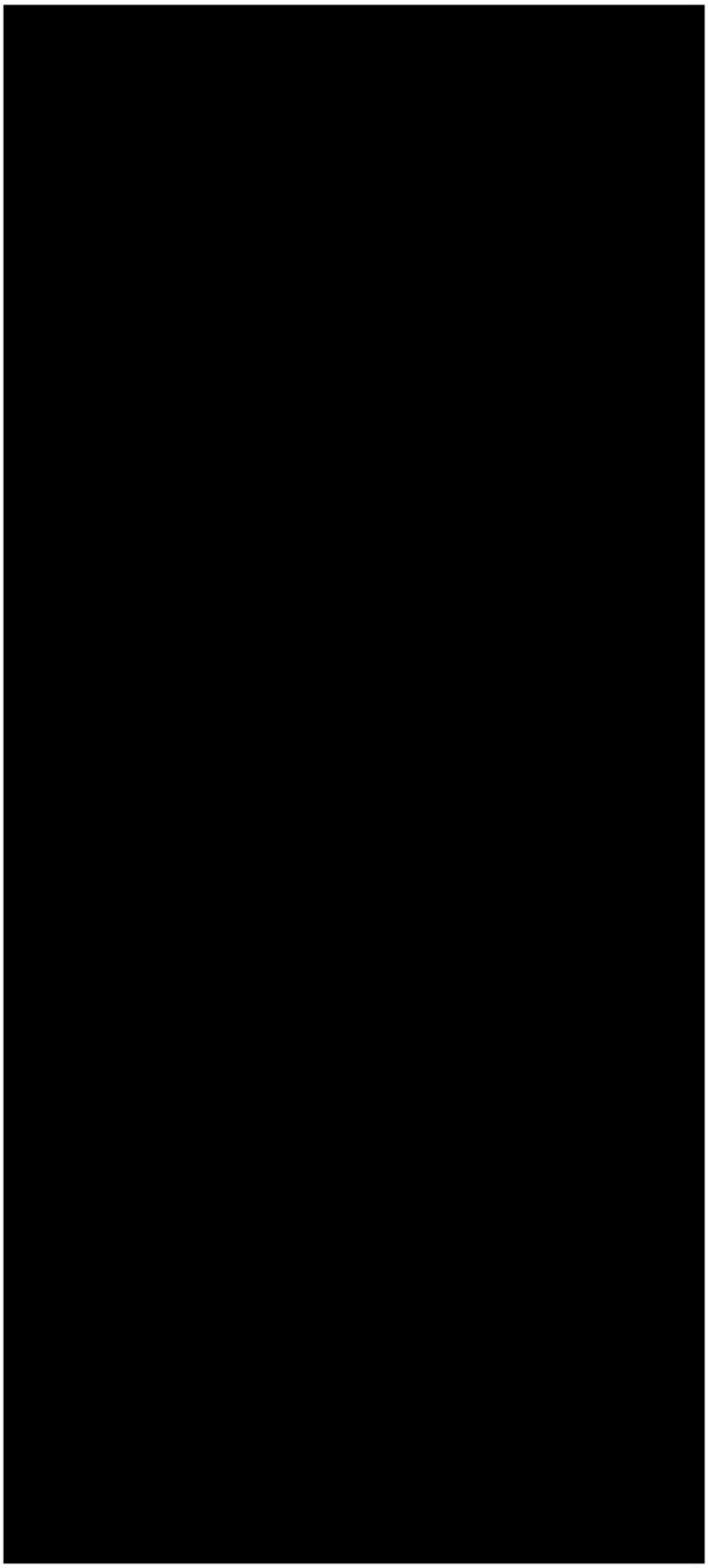












ANNEX D - Patient Information Leaflet

INSTITUTO BUTANTAN

Diphtheria Antitoxin (DAT)

1,000 IU/mL equine-derived immunoglobulin against the diphtheria toxin

GOVERNO DO ESTADO DE SÃO PAULO

DOSAGE FORM

Injectable solution

Each mL of DAT neutralizes at least 1,000 IU of diphtheria toxin out of at least a total of a 10,000 IU in a 10 mL vial.

Each carton contains 5 vials with 10 mL of diphtheria antitoxin.

Diphtheria antitoxin is supplied in 10 mL vial containing an injectable solution of the specific and purified F(ab')₂ equine-derived immunoglobulin fractions. Each vial neutralizes at least 10,000 IU of toxin produced by *Corynebacterium diphtheriae* (serum neutralization in guinea pigs).

Diphtheria antitoxin is produced from the plasma of horses hyperimmunized with diphtheria anatoxin.

ROUTE OF ADMINISTRATION: INTRAVENOUS.

ADULT AND PEDIATRIC USE.

COMPOSITION 1,000 IU/mL

Each 10 mL vial contains:

- F(ab')₂ equine-derived immunoglobulin fractions neutralizing at least 10,000 IU of the diphtheria toxin (serum neutralization in guinea pigs):
- phenol .... 35 mg (maximum);
- saline solution at 0.85% .... q.s. 10 mL.

1. INDICATIONS

This product is indicated for the treatment of patients with diphtheria. Diphtheria antitoxin is the only effective drug product that neutralizes the toxin secreted by the diphtheria bacillus (*Corynebacterium diphtheriae*). The antibodies (specific immunoglobulins) contained in the antitoxin bind to the toxin that is not yet fixed to the tissues and neutralize it. In these conditions, the earlier the administration of the antitoxin, the better its therapeutic response, therefore, treatment must be started as soon as possible.

2. EFFICACY RESULTS

There are no controlled clinical trials assessing the efficacy of DAT originating from horse plasma, however, its capacity to neutralize the toxic activities of the toxins has been demonstrated in laboratory animal models and in the systematic use in patients.

3. PHARMACOLOGICAL CHARACTERISTICS

Diphtheria antitoxin is an isotonic solution of equine-derived specific immunoglobulins (IgG), purified by enzymatic, non-pyrogenic digestion. The immunoglobulins derive from the plasma of healthy horses, hyperimmunized with diphtheria anatoxin. The neutralizing biological activity of the antitoxin against the diphtheria toxin is assessed by the protection obtained in guinea pigs, after subcutaneous inoculation of mixtures of different volumes of antitoxin with a fixed amount of the reference diphtheria toxin. The neutralizing power of DAT should be of at least 1,000 International Units (IU) per mL of product.

Equine plasma enzymatically digested by pepsin reduces IgG molecular weight from 160 kDa to 90 kDa or 100 kDa, eliminating the Fc fraction from the immunoglobulin molecule that is responsible for the activation of the classical complement pathway. Thus, a molecule less reactive regarding hypersensitivity events observed in patients is obtained. The neutralizing activity of the antigen-binding site of pepsin-treated immunoglobulin molecules remains unchanged and there is a significant reduction in the probability of spontaneous formation of protein aggregates, which is also responsible for undesirable allergic reactions. Despite the highly purified degree of the antitoxin, there is still a small potential for allergic reactions in hypersensitive individuals. Among the undesirable reactions, anaphylaxis can occur by mast cell degranulation or complement system activation, although lethal anaphylactic shock is very rare.

Once attached to the tissues, the diphtheria toxin is not neutralized by DAT.

Diphtheria antitoxin neutralizes circulating diphtheria toxin but does not eliminate *C. diphtheriae* from the bloodstream.

4. CONTRAINDICATIONS

There are practically no contraindications but in patients with an allergic history or sensitivity to equine-derived immunoglobulins, DAT should be administered alongside strict medical observation.

NOTES:

- Diphtheria antitoxin is not contraindicated in pregnancy but the physician should be informed about this condition;
- Prior feeding and/or drinking do not contraindicate the use of the DAT, but greater care is required due to the risk of vomiting aspiration.

5. WARNINGS AND PRECAUTIONS FOR USE

Diphtheria antitoxin must be administered intravenously and under medical supervision.

Store DAT refrigerated between +2°C and +8°C. DO NOT FREEZE.

Once opened, the DAT vial must be used immediately.

NOTES:

- Success of diphtheria treatment with DAT is directly related to the earliest possible administration of the correct doses after the onset of symptoms thus requiring prompt diagnosis;
- The recommended doses are the same for children, adults and the elderly. Patients with a history of allergy or sensitivity to equine-derived immunoglobulins are considered risk groups;
- Treatment discontinuation should only occur if recommended by a physician.

6. DRUG INTERACTIONS

No concomitant medication is contraindicated to be administered with DAT but physicians should be informed about any medications used by patients.

7. DRUG STORAGE AND HANDLING

Diphtheria antitoxin should be stored and transported between +2°C and +8°C. Do not store in a freezer. Freezing is strictly contraindicated. Once open, the drug must be used immediately.

SHELF-LIFE:

Shelf life of DAT is of 36 months from date of manufacture provided it has been stored refrigerated between +2°C and +8°C as indicated on the package. These instructions have to be strictly followed.

Batch number and date of manufacture and date of expiry: see packaging.

Do not take this medicine after the expiry date. Store in original packaging.

The product is a clear to slightly opalescent liquid, which is colorless to pale yellow. Do not use the DAT if turbidity or precipitates are present.

Inspect the appearance of the drug product before using it.

Store medicines out of the reach of children.

8. DOSAGE AND ADMINISTRATION

Diphtheria antitoxin should be administered intravenously, in a single application, under medical supervision and at the doses prescribed according to clinical form or severity:

MILD FORM (nose, skin, tonsils): 40,000 IU

MODERATE FORM (larynx, tonsils or mixed): 60,000 to 80,000 IU

SEVERE OR LATE FORM (4 days after disease onset): 80,000 to 100,000 IU

Administer DAT by slow intravenous infusion. The antitoxin dose should be diluted in 100 mL of normal saline solution or as required. Note, however, for the risk of volume overload in children and patients with heart failure. Doses of DAT should not be fractionated. The frequency of reactions to DAT appears to be lower when the diluted product is administered.

SPECIAL RECOMMENDATIONS:

- Diphtheria antitoxin is effective only for the treatment of diphtheria;
- Antibiotic therapy should also be introduced and administered to eliminate *C. diphtheriae* and thereby interrupt the production of diphtheria toxin;
- Treatment discontinuation should only occur if recommended by a physician.
- Administer the same dose of DAT for the treatment of diphtheria in adults and children.

9. ADVERSE REACTIONS

Very common reactions (occur in 10% of patients taking this drug):

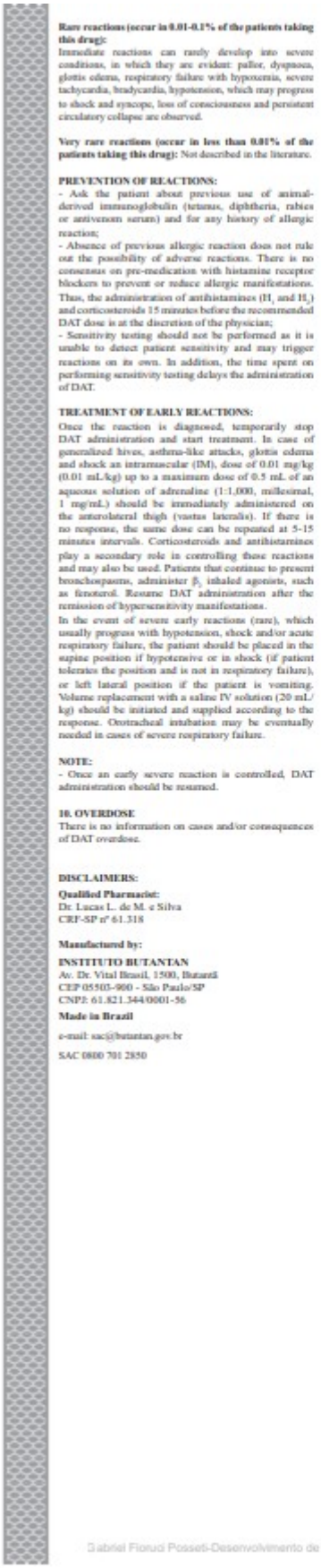
Immediate and early reactions may occur during the infusion and for two hours thereafter, and up to 24 hours after administration of the DAT. They are often mild reactions. In addition to releasing histamine, animal-derived proteins can lead to the formation of protein or immunocomplex aggregates that activate the complement system. This, in turn, can lead to the formation of anaphylatoxins and trigger the release of mast cell and basophil chemical mediators. The most common signs and symptoms are pruritus, urticaria, facial flushing, angioedema, morbilliform rash, tachycardia, rhinorrhea, sneezing, coughing, nausea, abdominal cramps and diarrhea.

Common reactions (occur in 1-10% of patients taking this drug):

Late reaction, also known as Serum Sickness, can occur 5 to 24 days after the use of animal-derived immunoglobulins. The reaction is initially characterized by fever, urticaria, rashes of different size and irregularly distributed. Joint involvement can occur, at times severe and usually involving large joints, presenting with swelling with no redness, spontaneous and pressure-related pain and difficulty in motion. Lymph node infection produces generalized adenopathy of different intensity, resulting in palpable, mobile and painful nodes. The symptoms usually disappear with no sequelae. Vasculitis and nephritis rarely occur.

Uncommon reactions (occur in 0.1-1% of the patients taking this drug):

Pyrogenic reaction, described with decreasing frequency, occurs during the use of the antitoxin and can lead to high temperature (up to 39°C), accompanied by chills and sweating. In such cases, the infusion should be discontinued and antipyretic medication administered. After symptom remission, DAT infusion should be resumed. If symptoms recur, discard the antitoxin solution and prepare a new antitoxin solution.



Rare reactions (occur in 0.01-0.1% of the patients taking this drug):
Immediate reactions can rarely develop into severe conditions, in which they are evident: pallor, dyspnoea, glottis edema, respiratory failure with hypoxemia, severe tachycardia, bradycardia, hypotension, which may progress to shock and syncope, loss of consciousness and persistent circulatory collapse are observed.

Very rare reactions (occur in less than 0.01% of the patients taking this drug): Not described in the literature.

PREVENTION OF REACTIONS:
- Ask the patient about previous use of animal-derived immunoglobulin (tetanus, diphtheria, rabies or antivenom serum) and for any history of allergic reaction;
- Absence of previous allergic reaction does not rule out the possibility of adverse reactions. There is no consensus on pre-medication with histamine receptor blockers to prevent or reduce allergic manifestations. Thus, the administration of antihistamines (H_1 and H_2) and corticosteroids 15 minutes before the recommended DAT dose is at the discretion of the physician;
- Sensitivity testing should not be performed as it is unable to detect patient sensitivity and may trigger reactions on its own. In addition, the time spent on performing sensitivity testing delays the administration of DAT.

TREATMENT OF EARLY REACTIONS:
Once the reaction is diagnosed, temporarily stop DAT administration and start treatment. In case of generalized hives, asthma-like attacks, glottis edema and shock an intramuscular (IM), dose of 0.01 mg/kg (0.01 mL/kg) up to a maximum dose of 0.5 mL of an aqueous solution of adrenaline (1:1,000, milleximal, 1 mg/mL) should be immediately administered on the anterolateral thigh (vastus lateralis). If there is no response, the same dose can be repeated at 5-15 minutes intervals. Corticosteroids and antihistamines play a secondary role in controlling these reactions and may also be used. Patients that continue to present bronchospasms, administer β_2 inhaled agonists, such as fenoterol. Resume DAT administration after the remission of hypersensitivity manifestations.
In the event of severe early reactions (rare), which usually progress with hypotension, shock and/or acute respiratory failure, the patient should be placed in the supine position if hypotensive or in shock (if patient tolerates the position and is not in respiratory failure), or left lateral position if the patient is vomiting. Volume replacement with a saline IV solution (20 mL/kg) should be initiated and supplied according to the response. Orotracheal intubation may be eventually needed in cases of severe respiratory failure.

NOTE:
- Once an early severe reaction is controlled, DAT administration should be resumed.

10. OVERDOSE
There is no information on cases and/or consequences of DAT overdose.

DISCLAIMERS:

Qualified Pharmacist:
Dr. Lucas L. de M. e Silva
CRF-SP nº 61.318

Manufactured by:

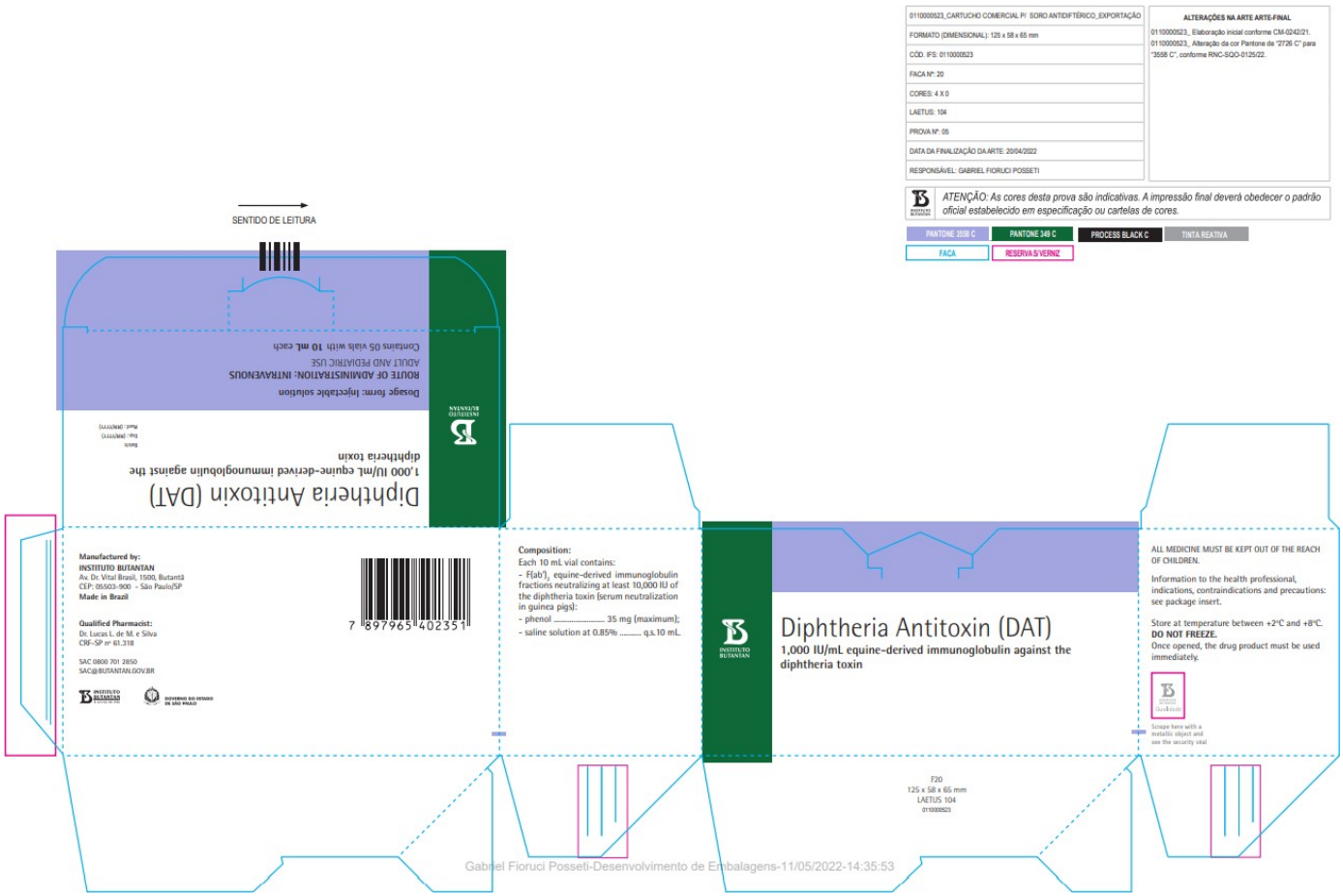
INSTITUTO BUTANTAN
Av. Dr. Vital Brasil, 1500, Butantã
CEP 05503-900 - São Paulo/SP
CNPJ: 61.821.344/0001-56

Made in Brazil

e-mail: sac@butantan.gov.br

SAC 0800 701 2850

ANNEX E – Packaging



0110000522_RÓTULO COMERCIAL P/ SORO ANTIDIFTÉRICO-EXPORTAÇÃO	**ALTERAÇÕES NA ARTE ARTE-FINAL**
FORMATO (DIMENSIONAL): 24 X 55 mm	0110000522: Elaboração inicial, conforme CM-0242/21. 0110000522: Inclusão da cor P. 2716 C, conforme RNC-SQO-0068/22.
CÓD. IFS: 0110000522	
FACA Nº: NA	
CORES: 4 X 0	
LAETUS NA	
PROVA Nº: 01	
DATA DA FINALIZAÇÃO DA ARTE: 28/03/2021	
DESIGNER RESPONSÁVEL: ERIKA ISHIKI	

ATENÇÃO: As cores desta prova são indicativas. A impressão final deverá obedecer o padrão oficial estabelecido em especificação ou cartelas de cores.

PANTONE 2726 C | PANTONE 2716 C | PANTONE 422 C | PROCESS BLACK C

FACA | VERNIZ

200% do tamanho real

APPENDIX 1 – Short Form Terms and Conditions

Short form Terms

1. Definitions used in the Contract

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

"Central Government Body"	means a body listed in one of the following sub- categories of the Central Government classification of the Public Sector Classification Guide, as published andamended from time to time by the Office for National Statistics: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Charges"	means the charges for the Deliverables as specified in the Order Form;
"Confidential Information"	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
"Contract"	means the contract between (i) the Buyer and (ii) the Supplier which is created by the Supplier's counter signing the Order Form and includes the Order Form and Annexes;
"Controller"	has the meaning given to it in the GDPR;
"Buyer"	means the person identified in the letterhead of the Order Form;
"Date of Delivery"	means that date by which the Deliverables must be delivered to the Buyer, as specified in the Order Form;
"Buyer Cause"	any breach of the obligations of the Buyer or any other default, act, omission, 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;

"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to processing

	of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Pro-tectionOf-ficer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data 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;
"Deliver"	means hand over the Deliverables to the Buyer at the address and on the date specified in the Order Form, which shallinclude unloading and any other specific arrangements agreedin accordance with Clause [ ]. Delivered and Delivery shall be construed accordingly;
"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 theContract or otherwise);
"Expiry Date"	means the date for expiry of the Contract as set out in the Order Form;
"FOIA"	means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;

"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679);
"Goods"	means 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 andordinarily 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 ofthe 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 Data Controller;
"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; ii) if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; iv) if the person makes any composition with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction;
"Key Personnel"	means any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"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;
"Order Form"	means the letter from the Buyer to the Supplier printed above these terms and conditions;
"Party"	the Supplier or the Buyer (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	has the meaning given to it in the GDPR;

"Personal Data Breach"	has the meaning given to it in the GDPR;
"Processor"	has the meaning given to it in the GDPR;
"Purchase Order Number"	means the Buyer's unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the terms of the Contract;
"Regulations"	the Public Contracts Regulations 2015 and/or the PublicContracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Services"	means the services to be supplied by the Supplier to the Buyer under the Contract;
"Specification"	means 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"	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Contract;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where applicable, the Buyer's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supplier"	means the person named as Supplier in the Order Form;
"Term"	means the period from the start date of the Contract set out in the Order Form to the Expiry Date as such period may be extended in accordance with clause 11.2 or terminated in accordance with the terms and conditions of the Contract;
"US-EU Privacy Shield Register"	a list of companies maintained by the United States of America Department for Commence that have self-certified their commitment to adhere to the European legislation relating to the processing of personal data to non-EU countries which is available online at:https://www.privacyshield.gov/list;

"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Workers"	any one of the Supplier Staff which the Buyer, in itsreasonable opinion, considers is an individual to whichProcurement Policy Note 08/15 (Tax Arrangements of PublicAppointees) (https://www.gov.uk/government/publications/procurement- policynote-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2. Understanding the Contract

In the Contract, unless the context otherwise requires:

2.1 references to numbered clauses are references to the relevant clause in these termsand conditions;

2.2 any obligation on any Party not to do or omit to do anything shall include anobligation 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 theinterpretation 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 madeunder that law; and

2.7 the word ‘including’, "for example" and similar words shall be understood as if theywere immediately followed by the words "without limitation".

3. How the Contract works

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

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

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

4. What needs to be delivered

4.1 All Deliverables

(a) The Supplier must provide Deliverables: (i) in accordance with the Specification; (ii) to a professional standard; (iii) using reasonable skill and care; (iv) using Good Industry Practice; (v) using its own policies, processesand internal quality control measures as long as they don't conflict with the Contract; (vi) on the dates agreed; and (vii) that comply with all law.

(b) The Supplier must provide Deliverables with a warranty of at least 90 days (orlonger 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 recentorigin.

(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 isearlier.

(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 Supplierknow within three 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 specified location during the Buyer's working hours.

(g) The Supplier must provide sufficient packaging for the Goods to reach the pointof delivery safely and undamaged.

(h) All deliveries must have a delivery note attached that specifies the ordernumber, type and quantity of Goods.

(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 orderas long as the Supplier takes all reasonable steps 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 unlessand 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 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 [sub-suppliers].

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 SupplierStaff comply with any reasonable instructions including any security requirements.

(c) The Buyer must provide the Supplier with reasonable access to its premises atreasonable 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 theContract.

(f) The Supplier must take all reasonable care to ensure performance does notdisrupt 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 fairwear and tear.

(h) The Supplier must ensure all Services, and anything used to deliver theServices, 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 shall be entitled to invoice the Buyer for the charges in the Order Form. The Supplier shall raise invoices promptly and inany event within 90 days from when the charges are due.

5.2 All Charges:

(a) exclude VAT, which is payable on provision of a valid VAT invoice;

(b) include all costs 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 theOrder Form.

5.4 A Supplier invoice is only valid if it:

(a) includes all appropriate references including the Purchase Order Number andother details reasonably requested by the Buyer;

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

5.5 If there is a dispute between the Parties as to the amount invoiced, the Buyer shallpay 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 topay undisputed sums in accordance with clause 11.6. Any disputed amounts shallbe resolved through the dispute resolution procedure detailed in clause 33.

5.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier ifnotice 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 publishthe 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:

(a) the Buyer cannot terminate the Contract under clause 11;
(b) the Supplier is entitled to reasonable and proven additional expenses and torelief from liability under this Contract;
(c) the Supplier is entitled to additional time needed to deliver the Deliverables;
(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;
(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 OrderForm.

7.2 The Supplier must keep and maintain full and accurate records and accounts oneverything to do with the Contract for seven years after the date of expiry or termination of the Contract.

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

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

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

(a) tell the Buyer and give reasons;
(b) propose corrective action;

(c) provide a deadline for completing the corrective action.

7.6 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 thenthe Buyer may:

(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 theSupplier 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

(b) if the Supplier fails to provide a plan or fails to agree any changes which arerequested by the Buyer or fails to implement or provide updates on progresswith the plan, terminate the Contract immediately for material breach (or on such date as the Buyer notifies).

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 using Good Industry Practice and in accordance with the instructions issued by the Buyer in the Order Form] [Staff Vetting Procedures];

(c) comply with all conduct requirements when on the Buyer's premises.

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

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

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

8.5 The Supplier indemnifies the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or anySupplier Staff.

8.6 The Supplier shall use those persons nominated in the Order Form (if any) to providethe Deliverables and shall not remove or replace any of them unless:

(a) requested to do so by the Buyer (not to be unreasonably withheld or delayed);

(b) the person concerned resigns, retires or dies or is on maternity or long-termsick leave; or

(c) the person's employment or contractual arrangement with the Supplier or anysubcontractor is terminated for material breach of contract by the employee.

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 itor its affiliates that might affect its ability to perform the Contract;
(e) it maintains all necessary rights, authorisations, licences and consents toperform its obligations under the Contract;
(f) it doesn't have any contractual obligations which are likely to have a materialadverse effect on its ability to perform the Contract; and
(g) it is not impacted by an Insolvency Event.

9.2 The warranties and representations in clause 9.1 are repeated each time the Supplierprovides 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 Staffthat impacts the Contract;
(b) non-payment by the Supplier of any tax or National Insurance.

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

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

10. Intellectual Property Rights (IPRs)

10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence touse, change and sub-license the Supplier's Existing IPR to enable it and its sub- licensees to both:
(a) receive and use the Deliverables;
(b) use the New IPR.

10.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs for the purpose of fulfilling its obligations under the Contract and a perpetual, royalty-free, non-exclusive licence touse any New IPRs.

10.3 Where a Party acquires ownership of intellectual property rights incorrectly under thisContract it must do everything reasonably necessary to complete a transfer assigningthem 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 asprovided 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 alllosses, 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 theBuyer's sole option, either:

(a) obtain for the Buyer the rights in clauses 10.1 and 10.2 without infringing anythird party intellectual property rights;

(b) replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality orperformance of the Deliverables.

11. Ending the contract

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

11.2 The Buyer can extend the Contract where set out in the Order Form in accordancewith the terms in the Order Form.

11.3 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 10 days' written notice and if it's terminated clause 11.5(b) to 11.5(g) applies.

11.4 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 reasonablyjustify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;

(iii) if the Supplier is in material breach of any obligation which is capable ofremedy, 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 bythe Buyer in writing;

(v) if 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 Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare thatthe Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations;

(vii) the Supplier or its affiliates embarrass or bring the Buyer into disreputeor diminish the public trust in them.

(b) If any of the events in 73(1) (a) to (c) of the Regulations (substantial modification, exclusion of the Supplier, procurement infringement) happen, the Buyer has the right to immediately terminate the Contract and clause 11.5(b) to11.5(g) applies.

11.5 What happens if the Contract ends

Where the Buyer terminates the Contract under clause 11.4(a) all of the following apply:

(a) the Supplier is responsible for the Buyer's reasonable costs of procuring replacement deliverables for the rest of the term of the Contract;

(b) the Buyer's payment obligations under the terminated Contract stopimmediately;

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

(d) the Supplier must promptly delete or return the Government Data except wherere-quired to retain copies by law;

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

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

(g) the following clauses survive the termination of the Contract: [3.2.10, 6, 7.2, 9,11, 14, 15, 16, 17, 18, 34, 35] and any clauses which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract

(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 thetotal Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.

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

  (i) the Buyer must promptly pay all outstanding charges incurred to theSupplier;

  (ii) the Buyer must pay the Supplier reasonable committed and unavoidablelosses 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;

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

11.7 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 itcan provide the Deliverables itself or buy them from a third party.

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

(c) The Parties must agree (in accordance with clause 24) any necessary variationrequired by clause 11.7, but the Supplier may not either:

  (i) reject the variation;

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

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

12. How much you can be held responsible for

12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 125% of the Charges paid orpayable to the Supplier.

12.2 No Party is liable to the other for:
(a) any indirect losses;
(b) loss of profits, turnover, savings, business opportunities or damage to goodwill(in each case whether direct or indirect).

12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:
(a) its liability for death or personal injury caused by its negligence, or that of itsemployees, agents or subcontractors;
(b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
(c) any liability that cannot be excluded or limited by law.

12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 4.2(j), 4.2(m), 8.5, 9.3, 10.5, 13.2, 14.26(e) or 30.2(b).

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

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

13. Obeying the law

13.1 The Supplier must, in connection with provision of the Deliverables, use reasonableendeavours to:
(a) comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at (https://assets.publishing.service.gov.uk/government/uploads/system/uploads/a ttachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf) and such other corporate social responsibility requirements as the Buyer may notifyto the Supplier from time to time;
(b) support the Buyer in fulfilling its Public Sector Equality duty under S149 of theEquality Act 2010;
(c) not use nor allow its subcontractors to use modern slavery, child labour orinhumane treatment;
(d) meet the applicable Government Buying Standards applicable to Deliverableswhich can be found online at: https://www.gov.uk/government/collections/sustainable-procurement-the- government-buying-standards-gbs

13.2 The Supplier indemnifies the Buyer against any costs resulting from any default bythe Supplier relating to any applicable law to do with the Contract.

13.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 13.1 and Clauses 27 to 32

13.4 "Compliance Officer" the person(s) appointed by the Supplier who is responsible forensuring that the Supplier complies with its legal obligations;

14. Data protection

14.1 The Buyer is the Controller and the Supplier is the Processor for the purposes of theData Protection Legislation.

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

14.3 The Supplier must not remove any ownership or security notices in or relating to theGovernment Data.

14.4 The Supplier must make accessible back-ups of all Government Data, stored in anagreed off-site location and send the Buyer copies every six Months.

14.5 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.

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

14.7 If the Government Data is corrupted, lost or sufficiently degraded so as to beunusable 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 five Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier;

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

14.8 The Supplier must pay each Party's reasonable costs of complying with clause 14.7unless the Buyer is at fault.

14.9 Only the Buyer can decide what processing of Personal Data a Supplier can do under the Contract and must specify it for the Contract using the template in Annex 1of the Order Form (*Authorised Processing*).

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

14.11 The Supplier must give all reasonable assistance to the Buyer in the preparation ofany Data Protection Impact Assessment before starting any processing, including:

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

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

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

(d) the intended measures to address the risks, including safeguards, security

measures and mechanisms to protect Personal Data.

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

14.13 The Supplier must put in place appropriate Protective Measures to protect against aData Loss Event which must be approved by the Buyer.

14.14 If lawful to notify the Buyer, the Supplier must notify it if the Supplier is required toprocess Personal Data by Law promptly and before processing it.

14.15 The Supplier must take all reasonable steps to ensure the reliability and integrity ofany Supplier Staff who have access to the Personal Data and ensure that they:

(a) are aware of and comply with the Supplier's duties under this clause 11;
(b) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
(c) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third Party unless directed in writing to do so bythe Buyer or as otherwise allowed by the Contract;
(d) have undergone adequate training in the use, care, protection and handling ofPersonal Data.

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

(a) it has obtained prior written consent of the Buyer;
(b) the Buyer has decided that there are appropriate safeguards (in accordancewith Article 46 of the GDPR);
(c) the Data Subject has enforceable rights and effective legal remedies whentransferred;
(d) the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
(e) where the Supplier is not bound by Data Protection Legislation it must use itsbest endeavours to help the Buyer meet its own obligations under Data Protection Legislation; and
(f) the Supplier complies with the Buyer's reasonable prior instructions about theprocessing of the Personal Data.

14.17 The Supplier must notify the Buyer immediately if it:

(a) receives a Data Subject Access Request (or purported Data Subject AccessRequest);
(b) receives a request to rectify, block or erase any Personal Data;
(c) receives any other request, complaint or communication relating to eitherParty's obligations under the Data Protection Legislation;
(d) receives any communication from the Information Commissioner or any otherregulatory authority in connection with Personal Data processed under this Contract;
(e) receives a request from any third Party for disclosure of Personal Data wherecompliance with the request is required or claims to be required by Law;
(f) becomes aware of a Data Loss Event.

14.18 Any requirement to notify under clause 14.17 includes the provision of furtherinformation to the Buyer in stages as details become available.

14.19 The Supplier must promptly provide the Buyer with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 14.17. This includes giving the Buyer:
(a) full details and copies of the complaint, communication or request;
(b) reasonably requested assistance so that it can comply with a Data SubjectAccess Request within the relevant timescales in the Data Protection Legislation;
(c) any Personal Data it holds in relation to a Data Subject on request;
(d) assistance that it requests following any Data Loss Event;
(e) assistance that it requests relating to a consultation with, or request from, theInformation Commissioner's Office.

14.20 The Supplier must maintain full, accurate records and information to show it complieswith this clause 14. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either the Buyer determines that the processing:
(a) is not occasional;
(b) includes special categories of data as referred to in Article 9(1) of the GDPR orPersonal Data relating to criminal convictions and offences referred to in Article10 of the GDPR;
(c) is likely to result in a risk to the rights and freedoms of Data Subjects.

14.21 The Supplier must appoint a Data Protection Officer responsible for observing itsobligations in this Schedule and give the Buyer their contact details.

14.22 Before allowing any Subprocessor to process any Personal Data, the Supplier must:
(a) notify the Buyer in writing of the intended Subprocessor and processing;
(b) obtain the written consent of the Buyer;
(c) enter into a written contract with the Subprocessor so that this clause 14applies to the Subprocessor;
(d) provide the Buyer with any information about the Subprocessor that the Buyerreasonably requires.

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

14.24 At any time the Buyer can, with 30 Working Days notice to the Supplier, change thisclause 14 to:
(a) replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification schemeunder GDPR Article 42;
(b) ensure it complies with guidance issued by the Information Commissioner'sOffice.

14.25 The Parties agree to take account of any non-mandatory guidance issued by theInformation Commissioner's Office.

14.26 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 ofGovernment Data if the Supplier stops trading;
(c) must securely destroy all Storage Media that has held Government Data at theend of life of that media using Good Industry Practice;
(d) securely erase all Government Data and any copies it holds when asked to doso by the Buyer unless required by Law to retain it;
(e) indemnifies the Buyer against any and all Losses incurred if the Supplier breaches clause 14 and any Data Protection Legislation.

15. What you must keep confidential

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

15.2 In spite of clause 15.1, a Party may disclose Confidential Information which itreceives from the disclosing Party in any of the following instances:
(a) where disclosure is required by applicable Law or by a court with the relevantjurisdiction 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 disclosingParty's Confidential Information;
(f) to its auditors or for the purposes of regulatory requirements;
(g) on a confidential basis, to its professional advisers on a need-to-know basis;
(h) to the Serious Fraud Office where the recipient Party has reasonable groundsto believe that the disclosing Party is involved in activity that may be a criminaloffence under the Bribery Act 2010.

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

15.4 The Buyer may disclose Confidential Information in any of the following cases:
(a) on a confidential basis to the employees, agents, consultants and contractors ofthe 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 orproposes to transfer all or any part of its business to;
(c) if the Buyer (acting reasonably) considers disclosure necessary or appropriateto carry

out its public functions;

(d) where requested by Parliament;
(e) under clauses 5.7 and 16.

15.5 For the purposes of clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement includingterms as strict as those required in clause 15.

15.6 Information which is exempt from disclosure by clause 16 is not ConfidentialInformation.

15.7 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 takeall reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

16.1 The Supplier must tell the Buyer within 48 hours if it receives a Request ForInformation.

16.2 Within the required timescales the Supplier must give the Buyer full co-operation andinformation needed so the Buyer can:
(a) comply with any Freedom of Information Act (FOIA) request;
(b) comply with any Environmental Information Regulations (EIR) request.

16.3 The Buyer may talk to the Supplier to help it decide whether to publish informationunder clause 16. However, the extent, content and format of the disclosure is the Buyer's decision, which does not need to be reasonable.

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 that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.

18. No other terms apply

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

19. Other people's rights in a contract

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

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;
(b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

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

20.3 Where a Party terminates under clause 20.2:
(a) each party must cover its own losses;
(b) clause 11.5(b) to 11.5(g) 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 the Contract without the Buyer's written consent.

23.2 The Buyer can assign, novate or transfer its Contract or any part of it to any CrownBody, 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 anovation agreement in the form that the Buyer specifies.

23.4 The Supplier can terminate the Contract novated under clause 23.2 to a privatesector body that is experiencing an Insolvency Event.

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

23.6 If the Buyer asks the Supplier for details about Subcontractors, the Supplier mustprovide details of Subcontractors at all levels of the supply chain including:
(a) their name;
(b) the scope of their appointment;
(c) the duration of their appointment.

24. Changing the contract

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

25. How to communicate about the contract

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

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

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

26. Preventing fraud, bribery and corruption

26.1 The Supplier shall not:

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

(b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Buyer or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any actin 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.

26.2 The Supplier shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with good industry practice, to prevent any matters referred to in clause 26.1 and any fraud by the 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 tosuspect that any such matters have occurred or is occurring or is likely to occur.

26.3 If the Supplier or the Staff engages in conduct prohibited by clause 26.1 or commitsfraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:

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

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

27. Equality, diversity and human rights

27.1 The Supplier must follow all applicable equality law when they perform theirobligations under the Contract, including:

(a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy,maternity, age or otherwise;

(b) any other requirements and instructions which the Buyer reasonably imposesrelated to equality Law.

27.2 The Supplier must take all necessary steps, 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.

28. Health and safety

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

(a) all applicable law regarding health and safety;

(b) the Buyer's current health and safety policy while at the Buyer's premises, asprovided to the Supplier.

28.2 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 thatrelate to the performance of the Contract.

29. Environment

29.1 When working on Site the Supplier must perform its obligations under the Buyer'scurrent Environmental Policy, which the Buyer must provide.

29.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's EnvironmentalPolicy.

30. Tax

30.1 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 wherethe Supplier has not paid a minor tax or social security contribution.

30.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay NationalInsurance contributions in the UK relating to payment received under the Off Contract, the Supplier must both:

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

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

30.3 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 containsthe following requirements:

(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 30.2,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 specifiedby 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 30.2 or confirms that the Worker is notcomplying with those requirements;
(d) the Buyer may supply any information they receive from the Worker to HMRCfor revenue collection and management.

31. Conflict of interest

31.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential conflict between the financialor 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.

31.2 The Supplier must promptly notify and provide details to the Buyer if a conflict ofinterest happens or is expected to happen.

31.3 The Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actualor potential conflict of interest.

32. Reporting a breach of the contract

32.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyerany actual or suspected breach of law, clause 13.1, or clauses 26 to 31.

32.2 The Supplier must not retaliate against any of the Supplier Staff who in good faithreports a breach listed in clause 32.1.

33. Resolving disputes

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

33.2 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 MediationProcedure 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 33.3 to 33.5.

33.3 Unless the Buyer refers the dispute to arbitration using clause 33.4, the Partiesirrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
(a) determine the dispute;
(b) grant interim remedies;
(c) grant any other provisional or protective relief.

33.4 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.

33.5 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 33.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure thatthe court proceedings are stayed in favour of any arbitration proceedings if they arestarted under clause 33.4.

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

34. Which law applies

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