

# Conditions of Contract

## Short Form Enhanced

October 2021

## Contents

Order Form .....	5
Annex 1 – Authorised Processing Template .....	8
Annex 2 – Specification.....	9
Annex 3 – Charges .....	11
Annex 4 – Tender Submission .....	14
Annex 5 – Sustainability.....	36
Short Form Terms .....	39
1. Definitions used in the Contract.....	39
2. Understanding the Contract.....	44
3. How the Contract works .....	45
4. What needs to be delivered.....	45
5. Pricing and payments .....	48
6. The Authority's obligations to the Supplier.....	48
7. Record keeping and reporting .....	49
8. Supplier staff .....	50
9. Rights and protection.....	51
10. Intellectual Property Rights (IPRs).....	52
11. Ending the contract.....	52
12. How much you can be held responsible for.....	55
13. Obeying the law.....	56
14. Insurance.....	56
15. Data protection .....	56
16. What you must keep confidential.....	61
17. When you can share information.....	62
18. Invalid parts of the contract .....	62
19. No other terms apply .....	63
20. Other people's rights in a contract .....	63
21. Circumstances beyond your control .....	63
22. Relationships created by the contract.....	63
23. Giving up contract rights.....	63
24. Transferring responsibilities.....	63
25. Changing the contract .....	64
26. How to communicate about the contract .....	64
27. Preventing fraud, bribery and corruption .....	64
28. Health, safety and wellbeing.....	65
31. Tax .....	66
33. Conflict of interest.....	67
34. Reporting a breach of the contract .....	68
35. Resolving disputes .....	68
36. Which law applies.....	69

IfM Engage Ltd  
Institute of Manufacturing  
17 Charles Babbage Road  
Cambridge  
CB3 0FS

Date: 26 July 2022  
Your ref:  
Our ref: CEFAS22-52

Attn: [REDACTED]

By email to: [REDACTED]

Dear [REDACTED]

**Supply of an environmental and climate change assessment (Method Review)  
under the OneFood Project**

Following your tender/ proposal for the supply of an environmental and climate change assessment (Method Review) under the OneFood Project to **The Secretary of State for Environment, Food and Rural Affairs** acting as part of the Crown through the **Centre for Environment, Fisheries and Aquaculture Science**, we are pleased confirm our intention to award this contract to you.

The attached contract details ("**Order Form**"), contract conditions and the **Annexes** set out the terms of the contract between **Centre for Environment, Fisheries and Aquaculture Science** and IfM Engage Ltd for the provision of the deliverables set out in the Order Form.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the deliverables. Please confirm your acceptance of the Conditions by signing and returning the Order Form via the Bravo e-procurement system within **7** days from the date of this letter, which will create a binding contract between us. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract.

We will then arrange for the Order Form to be countersigned so that you have a signed copy of the Order Form for your records.

Yours faithfully,

[Redacted signature]

[Redacted]  
Procurement Advisor  
Pakefield Road,  
Lowestoft,  
Suffolk,  
NR33 0HT, UK

[Redacted]

[Redacted]

## Order Form

1. Contract Reference	CEFAS22-52	
2. Date		
3. Authority	Cefas Pakefield Road Lowestoft Suffolk NR33 0HT	
4. Supplier	IfM Engage Ltd Institute of Manufacturing 17 Charles Babbage Road Cambridge CB3 0FS	
4a. Supplier Account Details		
<div> <div></div> <div>The Contract</div> </div>	<p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions ("<b>Conditions</b>") and any <b>Annexes</b>.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any inconsistency between the provisions of the Order Form, the Conditions and the Annexes, the inconsistency shall be resolved by giving precedence in the following order:</p> <ol style="list-style-type: none"> <li>1. Order Form, Annex 2 (Specification) and Annex 3 (Charges) with equal priority.</li> <li>2. Conditions and Annex 1 (Authorised Processing Template) with equal priority.</li> <li>3. Annexes 4 (Tender Submission) and 5 (Sustainability).</li> </ol> <p>In the event of any inconsistency between the provisions of Annexes 4 and 5, Annex 5 shall take precedence over Annex 4.</p> <p><b>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Authority and may delay conclusion of the Contract.</b></p>	
6. Deliverables	Goods	[None]
	Services	<p>To be performed at the <b>Supplier's premises at</b></p> <p>IfM Engage Ltd Institute of Manufacturing 17 Charles Babbage Road Cambridge CB3 0FS</p>
7. Specification	The specification of the Deliverables is as set out in Annex 2.	

8. Term	<p>The Term shall commence on <b>1 August 2022 (the Start Date)</b></p> <p>and the Expiry Date shall be <b>1 February 2023</b>, unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.</p>	
9. Charges	The Charges for the Deliverables shall be as set out in Annex 3.	
10. Payment	<p>The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to:</p> <p><a href="mailto:Finance@cefas.co.uk">Finance@cefas.co.uk</a></p> <p>Alternatively, you may post to: Cefas Pakefield Road Lowestoft Suffolk NR33 0HT</p> <p>Within <b>10 Working Days</b> 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 with Annex 3 Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact the Authority's Authorised Representative(s).</p>	
11. Authority Authorised Representative(s)	<p>For general liaison your contact will continue to be</p> <p>[REDACTED]</p> <p>or, in their absence,</p> <p>[REDACTED]</p>	
12. Address for notices	<p>Authority:</p> <p>Cefas Pakefield Road Lowestoft Suffolk NR33 0HT</p> <p>[REDACTED] [REDACTED] [REDACTED] [REDACTED]</p>	<p>Supplier:</p> <p>IfM Engage Ltd Institute of Manufacturing 17 Charles Babbage Road Cambridge CB3 0FS</p> <p>[REDACTED] [REDACTED] [REDACTED]</p>



<b>13. Key Personnel</b>	<b>Authority:</b> Cefas Pakefield Road Lowestoft Suffolk NR33 0HT  <div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 250px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 280px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 50px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 220px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 220px; height: 15px;"></div>	<b>Supplier:</b> IfM Engage Ltd Institute of Manufacturing 17 Charles Babbage Road Cambridge CB3 0FS  <div style="background-color: black; width: 200px; height: 40px; margin-bottom: 10px;"></div> <div style="background-color: black; width: 250px; height: 60px;"></div>
<b>14. Procedures and Policies</b>	<p>For the avoidance of doubt, if any policies of the Authority are referenced in the Conditions and Annexes, those policies will also apply to the Contract on the basis described therein.</p> <p>The Authority may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.</p>	
<b>15. Limitation of Liability</b>	See Clause 12.1 in the Short Form Terms	
<b>16. Insurances</b>	<p>The Supplier shall hold the following insurance cover from the 1 August 2022 for the duration of the Contract, in accordance with this Order Form.</p> <ul style="list-style-type: none"> <li>- Professional Indemnity insurance of not less than £500,000;</li> <li>- Public Liability insurance with cover of not less than £500,000;</li> <li>- Employers Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £5million;</li> </ul>	
Signed for and on behalf of the <b>Supplier</b>		Signed for and on behalf of the <b>Authority</b>
<div style="background-color: black; width: 100%; height: 50px;"></div>		<div style="background-color: black; width: 50px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 180px; height: 15px;"></div>
<b>Date:</b>		<b>Date:</b> 28/07/2022
<div style="background-color: black; width: 100%; height: 40px;"></div>		<b>Signature:</b> <div style="background-color: black; width: 100%; height: 40px;"></div>

# **Annex 1 – Authorised Processing Template**

**NOT USED**



## Annex 2 – Specification

### Background

Over the past 5 years Cefas and other UK (United Kingdom) partners have been working with governments, academia, and NGOs (Non-Government Organisations) in Official Development Assistance (ODA) countries to develop improved capacity in environmental protection, aquatic animal health, Anti-Microbial Resistance (AMR), food safety and security, collectively under the banner of One Health.

Cefas are now coordinating a UK ODA research and development project that aims to develop a risk analysis tool that places hazard identification and control at the heart of sustainable food system design. For the first time, it will connect disparate food sectors on land and water to take a holistic view of the whole food system, moving to climate-resilient, safer, healthier, and more sustainable global nutrition.

The new tool will systematically map data to calculate the impact of complex hazards interacting with the whole food system to demonstrate how hazard control catalyses benefits in terms of yield, profit, trade and biodiversity protection in environments where food production occurs, to enable more climate-efficient food sectors.

Funding at present is guaranteed for year one (ending 31 March 2023) of this anticipated 3-year project. Further potential opportunities for continuation of this work in years 2 and 3 will be dependent on funding confirmation.

Associated Publication:

*A seafood risk tool for assessing and mitigating chemical and pathogen hazards in the aquaculture supply chain -*

<https://www.nature.com/articles/s43016-022-00465-3>

### Requirement

The project seeks to bring together methods focussed on food sector hazards with methods focussed on environmental and climate change assessment. The aim of this part of the project is to identify and appraise available environmental and climate change assessment methods for their suitability as components of the risk analysis tool.

The requirement is to undertake a comprehensive literature/information review and objective appraisal of available approaches for assessing environmental and climate impacts of human activities. The review should:

- i. Adopt a systematic and objective search process designed to identify a broad range of tools, methods and approaches.
  - a. The review should include, at a minimum, approaches for Life Cycle Assessment, Climate Risk Assessment, environmental and ecological impact assessment, foodweb analysis, ecosystem analysis and calculating greenhouse gas footprints.
- ii. Consider approaches developed in terrestrial, freshwater or marine systems.
  - a. The focus will be on approaches for assessing food production, but the review should not discount approaches developed for other purposes
- iii. Identify the strengths and weaknesses of each tool/method/approach with respect to the appraisal criteria.
- iv. Advise on the suitability of the tools, methods or approaches and identify the most promising ones.

The successful tenderer will be required to:

- a) Produce a search and appraisal methodology, to be agreed with the Cefas project team
- b) Produce an interim report listing the tools, methods and approaches identified from the review
- c) Produce a final report describing the review, appraisal, and advice

Tenderers must demonstrate a record of delivery in one or more of the following: systematic searching and appraisal of scientific literature, the environmental and/or climate impacts of food production, ecological impacts research, life cycle assessment.

## Annex 3 – Charges

Defined terms within this Annex:

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

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

### 1. How Charges are calculated

#### 1.1 The Charges:

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

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

### 2. Rates and Prices

GOODS OR SERVICES REQUIRED	Qty	Total Cost ex Vat	VAT to be applied if applicable
An environmental and climate change assessment (Method Review) under the OneFood Project	Fixed price	£49,900	£9,980
Total Cost:		£49,900	£9,980

### 3. Currency

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

### 4. Variations

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

## 5. Electronic Invoicing

DELIVERABLE	Amount	Invoice Date
██ ████████████████████	██████	██████ ██████
██	██████	██████████ ██████
██	██████	██████████ ██████
██	██████	██████████ ██████
██	██████	

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

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

- 5.2.1 the date of the invoice;
- 5.2.2 a unique invoice number;
- 5.2.3 the period to which the relevant Charge(s) relate;
- 5.2.4 the correct reference for the Contract
- 5.2.5 a valid Purchase Order Number;
- 5.2.6 the dates between which the Deliverables subject of each of the Charges detailed on the invoice were performed;
- 5.2.7 a description of the Deliverables;
- 5.2.8 the pricing mechanism used to calculate the Charges (such as fixed price, time and materials);
- 5.2.9 any payments due in respect of achievement of a milestone, including confirmation that milestone has been achieved by the Authority's Authorised Representative
- 5.2.10 the total Charges gross and net of any applicable deductions and, separately, the amount of any reimbursable expenses properly chargeable to the Authority under the terms of this Contract, and, separately, any VAT or other sales tax payable in respect of each of the same, charged at the prevailing rate;

- 5.2.11 a contact name and telephone number of a responsible person in the Supplier's finance department and/or contract manager in the event of administrative queries; and
  - 5.2.12 the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number);
- 5.3 The Supplier shall submit all invoices and any requested supporting documentation through the Authority's e-invoicing system or if that is not possible to: [Finance@cefas.co.uk](mailto:Finance@cefas.co.uk) or Cefas, Pakefield Road, Lowestoft, Suffolk NR33 0HT with a copy (again including any supporting documentation) to such other person and at such place as the Authority may notify to the Supplier from time to time.

# Annex 4 – Tender Submission

## 1 – Relevant Expertise and Experience

The project team is led by IfM Engage in partnership with BioRISC Initiative, both at the University of Cambridge, and is made up of academic researchers and industry practitioners with an extensive track record in managing and successfully completing similarly complex projects of the type proposed in the specification of requirements, in particular, systematic literature reviews, cross-disciplinary work or approaches, development of risk-based tools, and familiarity with research in multiple environmental domains (industrial, terrestrial, freshwater, marine, farming, aquaculture), and work on environmental assessment methodologies. In particular, we bring a focus around effective process, in terms of data collation, appraisal and expert elicitation. We are familiar with effective (and ineffective) methodologies in data collation and synthesis and have good knowledge of approaches within the environmental, food security, conservation, climate change arenas. We are also working at the forefront of new approaches for the assessment of risk.

We believe our expertise is not only highly relevant to the methods assessment project, but also enables us to understand and ensure the work integrates with and contributes fully to the risk modelling activities of the OneFood project team.

The team members have delivered numerous successful studies for industry and government and high-ranking academic journals. Some examples of these include:

### 1.1.1 Projects

- Foresight study to compare the relative environmental gains, costs, feasibility, and scalability of current and future 'industrial horticulture' models, The Department for Environment, Food and Rural Affairs
- Roadmapping for Development of Corporate Life Cycle Assessment Capabilities at a British multinational speciality chemicals and sustainable technologies company
- Future scenarios for the UK food and drink industry (<https://www.ifm.eng.cam.ac.uk/insights/national-innovation-policies/foodfuturescenarios/>)
- A UK roadmap for Algal Technologies (<https://www.ifm.eng.cam.ac.uk/uploads/Roadmapping/UK-Roadmap-for-Algal-Technologies.pdf>)
- A synthetic biology roadmap for the UK ([https://www.ifm.eng.cam.ac.uk/uploads/Roadmapping/Synthetic\\_Biology\\_Roadmap\\_-\\_TSB.pdf](https://www.ifm.eng.cam.ac.uk/uploads/Roadmapping/Synthetic_Biology_Roadmap_-_TSB.pdf))
- Building innovation communities, Cambridge University Policy Roadmap (<https://www.globalfood.cam.ac.uk/system/files/documents/PotatoBooklet.pdf>)
- Advancing Communities towards low-Carbon Energy Smart Systems (ACCESS). Interreg Europe project supported by the North Sea Programme of the European Regional Development Fund of the European Union. (<https://northsearegion.eu/access/>)
- Materials for the Energy Transition, Sector roadmap to advice UK's Government (<https://www.royce.ac.uk/materials-for-the-energy-transition-roadmapping-process/>)

- Sustainable innovation: Quick wins in sustainable manufacturing (<https://engage.ifm.eng.cam.ac.uk/project/quick-wins-in-sustainable-manufacturing/>)
- Roadmapping empowers young talent to target carbon neutrality, IHI Construction Materials (<https://engage.ifm.eng.cam.ac.uk/project/ihi-construction-materials-roadmapping-empowers-young-talent-to-target-carbon-neutrality/>)

#### 1.1.2 Industry Collaborations

- Open Innovation Forum for Food, Drink & FMCG industry (<https://engage.ifm.eng.cam.ac.uk/open-innovation-forum/>)
- The Sustainability Association (<https://engage.ifm.eng.cam.ac.uk/sustainability-association/>)
- The Strategic Technology & Innovation Management (STIM) Consortium is a practice-oriented research and networking collaboration between industrial member companies and the Centre for Technology Management (<https://www.ifm.eng.cam.ac.uk/research/ctm/stim/>)

### 1.2 BioRISC Initiative (Biosecurity Research Initiative at St Catharine's)

BioRISC has developed a range of tools to build, integrate and synthesise evidence across different domains of biosecurity. Our methods include horizon scanning, fault tree analysis, mapping of intervention options, evidence synthesis and expert elicitation processes. These activities bring together leading scientific experts, technology developers and policy makers, to shape the biosecurity research agenda and ensure solutions are grounded in evidence.

By adopting a broad vision of biosecurity, we aim to identify commonalities between the different areas, for example in failure modes and key points of intervention, and promote learning across the different areas.

Our understanding of biosecurity encompasses the fields of conservation and environmental protection, protection of human, animal and plant health against naturally occurring biological threats, and accidental releases of / unintended consequences from novel organisms, as well as more traditional security concerns around the deliberate use of biological agents, scientific knowledge and related technologies for harmful purposes.

There are also benefits to considering biological security in a comprehensive manner, as actions in the different constituent domains can have implications in others – something clearly recognised in the 2018 UK Biological Security Strategy. ([https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/730213/2018\\_UK\\_Biological\\_Security\\_Strategy.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/730213/2018_UK_Biological_Security_Strategy.pdf))

#### 1.2.1 Projects and collaborations in relevant fields

##### New Methods of Evidence Synthesis

A major aspect of our work has focused on developing new means of collating and synthesising evidence. Rather than the traditional approach to synthesising evidence in the form of analysis in an academic paper, we have collated evidence and built a tool



that allows practitioners to perform an analysis tailored to their own specific circumstances. For example, they may only be interested in tests in their own country or continent, or they may only be interested in specific actions or outcomes. This work has resulted in a website and dynamic tool ([www.metadataset.com](http://www.metadataset.com)) which we have described in a recent paper in the journal BMC Biology. We have used this tool to provide dynamic synthesis of invasive plant species and plan to expand this work to other aspects of biosecurity in the near future.

#### Risk management in aquaculture and delivering food security

Since 2013, David Aldridge has been awarded grants totalling £1.69m for projects relating to sustainable aquaculture. This has included projects to identify sustainable value chains for global shrimp aquaculture, development of circular economies to produce sustainable diets for aquaculture production, and reviews of opportunities and challenges for the expansion of bivalve-based aquaculture in delivering food security. Projects have been funded by the European Institute of Technology Food Programme, Project X, and Nomad Foods (Europe's largest producers of frozen seafood). David Aldridge and David Willer have also recently conducted reviews of the risks and opportunities for sustainable production in salmon fisheries and in octopus harvesting.

#### Managing Invasive Species

To address the risk posed by invasive plant species, we have worked to identify which types of management are most effective in managing their abundance. To do this, we have extracted data from >200 publications that have tested management interventions to control 10 major invasive plant species. We published the protocol for this work last year and we are currently working on a systematic review synthesising this evidence. Gorm Shackelford has also pioneered techniques that will allow machine learning to speed up the process of gathering evidence that we hope to apply to this topic in the future.

In addition, our team has also worked on setting priorities for invasive species management by the water industry (Gallardo & Aldridge 2020).

Invasive species and emerging infectious diseases have much in common: both are linked with environmental degradation and global change, reach highest impacts in communities that have never been in contact with similar threats before, lacking the necessary defenses, and can debilitate their hosts making them more vulnerable to further disease. In a study published in BioScience, we reviewed these links and concluded that a closer collaboration between epidemiologists and invasion ecologists within a One Biosecurity framework would improve prediction, prevention, treatment, and mitigation of invasive species and infectious disease outbreaks, including pandemics (Vilà et al. 2021).

#### Development of Fault Trees

A set of fault trees are being developed, which provide information about critical failure points. These will provide the basis for additional processes such as expert elicitation to weight different pathways, mapping of existing intervention options, and gap analysis. Archetypal fault trees will be developed for the main areas of biosecurity, as well as more detailed examples of a representative range of real-world case studies. One of these examples is the spread of aquatic invasive species in the UK. This work is ongoing, but preliminary results from it suggest that reducing the risk of spread to the

UK is the most effective way of reducing harmful invasions, followed by early action after an introduction occurs (Gallardo et al., 2022)

#### Priority Questions for Biosecurity

In 2019, we ran a workshop convening experts from biosecurity, virology, human and animal health, and conservation to identify the research questions that, if answered, would have the largest impact in allowing effective and coordinated progress in different disciplines of biosecurity. This has now resulted in an article in the journal PLOS One. Our paper proposes several prescient questions that have become pertinent due to the Covid-19 outbreak.

#### Novel Practices in Biosecurity Governance

We helped run and fund a workshop on Novel Practices in Biosecurity Governance, led by Dr Sam Weiss Evans, resulting in the policy forum piece 'Embrace Experimentation in Biosecurity Governance' was published in Science (Evans et al. 2020), which received coverage from Science Daily, the American Association for the Advancement of Science, and the Netherlands Biosecurity Bureau, among others. The article considers different existing governance 'experiments' in biosecurity and ways in which good practice can be shared. This article has helped to strengthen BioRISC's links with networks of practitioners from industry, academia, and governance. For example, its suggested experimental IfM Engage 5 approach to biosecurity governance is mentioned in a working paper submitted by the United States to this year's Meeting of Experts for the Biological Weapons Convention (BWC/MSP/2020/MX.2/WP.1, pgh.16).

#### Bioengineering

After organising a workshop of global experts we published the Bioengineering Horizon Scan' in eLife (Kemp et al. 2020). This horizon scan highlights 20 emerging, impactful issues in bioengineering. It builds on the successful CSER 'Transatlantic' bioengineering horizon scan in 2016 by incorporating a larger diversity of experts, including several from developing countries, to create a truly global horizon scan. One of the highlighted topics of 'Distributed Pharmaceutical Development and Manufacturing' (within the likely time frame of 5-10 years) could be a critical development for addressing future pandemics. While the issue of 'Genetically Engineered Phage Therapy' (5-10 years) provides an uncertain, long-term potential alternative to antibiotics, and solution to the looming global public health crisis of antibiotic resistance.

#### Bioterrorism

Reinsurance for bioterrorism Lord Des Browne has brokered conversations with Pool Reinsurance Company Limited (Pool Re) leading to a major conference in 2021, a public-private partnership set up to cover insured losses caused by acts of terrorism. Pool Re are particularly interested in how to insure losses associated with bioterrorism and biosecurity risks in general.

#### Emerging diseases

Our work on emerging diseases has been dominated by our response to the ongoing COVID-19 pandemic.

## Solutions scan

In March 2020, the BioRISC team along with researchers from 13 other institutions, carried out a 'solution scan' to identify options to reduce spread of COVID-19 while allowing for some degree of societal normality. This work generated widespread interest and was covered by >70 media outlets from >10 countries and was used by a number of countries for planning Covid strategies.

## Stopping future pandemics

In April 2020, we launched a major global collaborative review of the possible pathways of zoonotic epidemics and ways to prevent such epidemics in the future. The work generated high levels of media interest.

IfM Engage 1

## 2 – Approach, Methodology and Outputs

### 2.1 Background and objectives

This document is a proposal in response to the tender call by Cefas for an environmental and climate change assessment (Method Review) under the OneFood Project.

Cefas are coordinating a UK ODA research and development project that aims to develop a risk analysis tool that places hazard identification and control at the heart of sustainable food system design. The OneFood project will connect disparate terrestrial and aquatic food sectors to take a holistic view of the whole food system, with the proposed tool enabling the modelling of complex interconnected hazards interacting with the food system to provide visibility of their impacts on yield, profitability, biodiversity, and other factors. The overarching objective of the OneFood project is to enable change towards a more climate-resilient, safer, healthier, and more sustainable global food system.

This tender for an environmental and climate change assessment will provide input into the OneFood modelling process by identifying available environmental and climate-change assessment tools and methodologies and appraising their strengths and weaknesses and suitability as components of the risk analysis tool. The output of this study is expected to be about five quantitative and, or qualitative tools/methods for inclusion in the OneFood risk model.

### 2.2 Approach

In order to achieve Cefas' objectives as outlined above, IfM Engage and its partner BioRISC (in following "consortium") proposes a programme that comprises five phases.

**1. Project scoping:** Confirm the scope, requirements, objectives and expectations, the interface with the OneFood model, working relationships, and timeline/milestones for the project

**2. Design the research and appraisal frameworks:** Tailoring of search and appraisal methodologies including the definition of the evaluation criteria to be applied in the research project, in agreement with Cefas.

**3. Systematic literature review:** Primarily desk-research, supplemented with interviews with relevant subject-matter experts. An interim report will be prepared at the end of this stage listing the tools, methods and approaches identified.

**4. Appraisal and selection of the environmental/climate-change assessment tools:** Using the defined evaluation criteria, the strengths and weaknesses of each tool/method, and appraisal of suitability for the OneFood project will be assessed.

**5. Validation of findings:** The findings from the assessment will be validated with a small number of external experts in one-to-one interviews and one online validation workshop during the course of the project.

**6. Documentation, reporting and review:** Preparation of interim report, and preparation of final report with consideration of Cefas feedback, describing the review, appraisal, and advice/recommendations.

#### 2.2.1 Project scoping

This initial phase is to clarify scope and further details and requirements of the project with Cefas and plan delivery against the planned milestones. This phase will cover:

- Confirmation and finalisation of work programme, based on input from Cefas and the OneFood project team:
  - Boundaries of scope
  - Timeframes and milestones
  - Interface requirements with the OneFood project team
- Timings for meetings with Cefas team: – To be achieved through conference calls, and email correspondence
  - Kick-off/scoping meeting, and follow-up meeting to discuss and confirm the search and appraisal criteria
  - Regular update/catch-up meetings via conference calls are recommended
- Identify any relevant Cefas resources: – Cefas recommendations for expert panel members, and relevant institutions
  - Previous reports or studies commissioned by Cefas that may be relevant

These will be achieved through a combination of conference calls, email correspondence and an online kick-off meeting between the consortium and the Cefas' team.

#### 2.2.2 Design the research and appraisal frameworks

This second phase of the project is a critical phase to ensure the successful execution and high-quality robust outcomes from the work to fully satisfy the OneFood project requirements. This phase will involve consultation with Cefas and our expert panel to assist in development of our search and appraisal methodologies to ensure objectives and expectations are met. This phase involves:

1. Tailor and agree the systematic search methodology – E.g., databases to be included, search terms, inclusion/exclusion criteria, key areas of information and knowledge to be included in the data collection and assessment, etc.

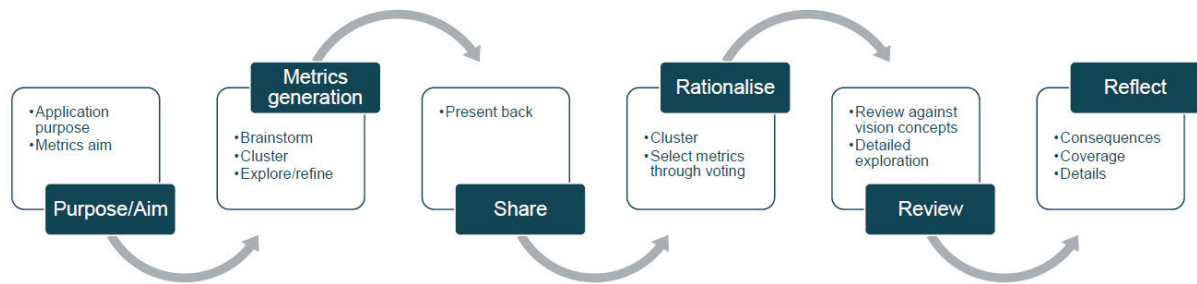
2. Tailor the appraisal criteria for tool/method evaluation and selection – in agreement with Cefas and the OneFood project development team.

To support these objectives, we propose a first round of desk research and discussion with our panel of experts to identify key factors for consideration. This research will include:

- Understand/define the OneFood risk model requirements<sup>1</sup>: – E.g., mid or end-point KPIs they want to use, the systems boundaries of the model, data format, other interface issues.
  - Potential IP restrictions and other legal considerations.
  - End-user requirements of the model.
- Collate a list of specific environmental issues and risk categories in the food sector that need to be covered by an environmental/climate-change impact assessment.
- Identify a list of the primary institutions, organisations, and academic institutions active in developing and, or applying environmental tools/methods.
- Identify a list of relevant search terms to capture all potential areas of the field.
- Review past studies compiling environmental and climate-change assessment tools and comparative studies between tools to assess previous approaches to appraisal.

An objective methods appraisal framework will be developed by the consortium in collaboration with Cefas to enable the assessment of the strengths and weaknesses and suitability of the tools/methods for inclusion in the OneFood model. The data above will be used to inform this work. Figure 1 shows the indicative process for the definition of the evaluation criteria that will be refined during this project design phase. It will take place as a collaborative workshop with a selected small number of delegates from Cefas (up to 2 hours).

Figure 1: Indicative process for the definition of the evaluation criteria



Provisionally as an indication of the types of appraisal criteria we will consider, we propose a framework as illustrated in Figure 2. This shows different evaluation areas under which detailed evaluation criteria will be defined. This will be developed further based on the information collected during the scoping and project design phase.

Figure 2: Provisional top-level appraisal framework for the definition of the evaluation criteria



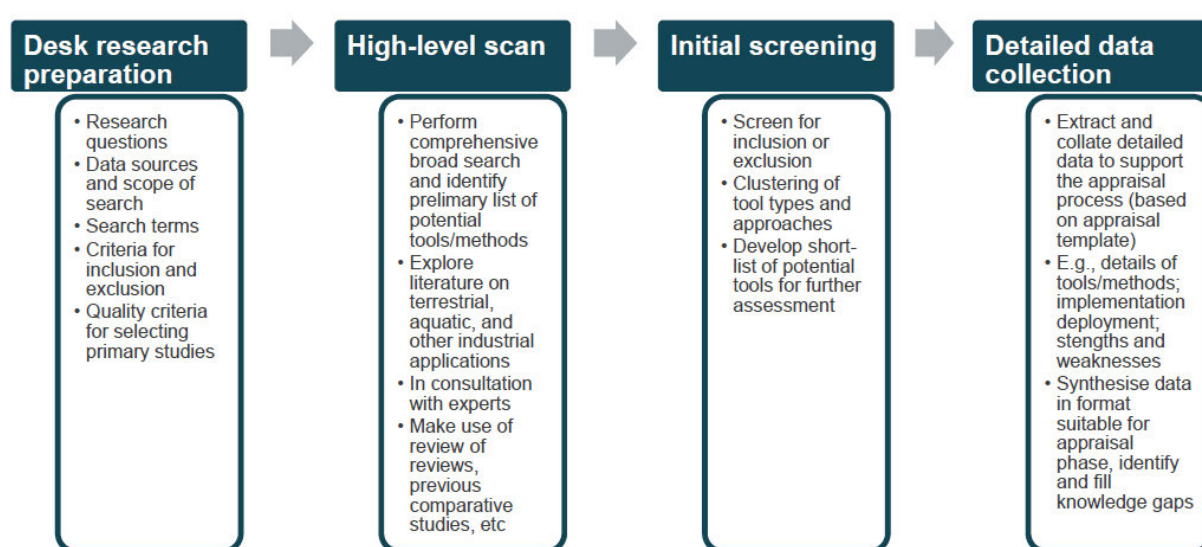
### 2.2.3 Systematic literature review

The requirement is for a comprehensive, systematic, and objective search process to identify potential tools and methodologies. The research will be based on rigorous data collection, both desk-based research and qualitative research through discussion with a panel of a small number of experts (up to 3) identified during the course of this project, and the approach will build on the expertise and systematic research tools the team has developed and deployed previously:

1. Utilising exacting search strategies to ensure that the maximum extent of relevant tools/methods have been considered.
2. Ensuring original articles and tools/methods are methodically appraised and synthesised.
3. Utilising systematic search tools developed by the team such as [www.metadataset.com](http://www.metadataset.com)

We will adopt a phased approach to the review, with an internal review within the team at each step, as illustrated in Figure 3.

*Figure 3 Systematic literature review process*



The research will consider environmental and climate-change assessment tools/methods developed in terrestrial, freshwater, and marine systems, and where relevant also draw upon methodologies developed in other sectors such as industrial systems. As a minimum the research will cover: Life Cycle Assessment, Climate Risk Assessment, Environmental and Ecological Impact Assessment, Foodweb Analysis, Ecosystem Analysis, Greenhouse Gas Footprinting, Nitrate and Phosphate Loading Analysis, FIFO (fish in/fish out) including eFIFO and nFIFO, and Bio Risk.

Data sources will include:

- Extensive academic databases and search engines available through the University of Cambridge, including Scopus and ScienceDirect, etc.



- Institutional and industry studies and reports from organisations such as the IPCC, FAO Fisheries and Aquaculture, Seafish reports, and data from the ARCH-UK group.
- Additional relevant information and data from Cefas.

The exact details of the search methodology, including search terms, databases to be used, criteria for inclusion and exclusion, etc, will be refined and agreed during the design phase of this project as discussed in 2.2.2.

#### 2.2.4 Appraisal and final selection of the environmental/climate-change assessment tools

Next, we will analyse how the selected methodologies and their principles / characteristics address the end-user needs and the technical requirements of the OneFood risk analysis tool. This will be undertaken using a structured decision-making process such as Multi-Criteria Design Analysis (MCDA), consequence or strategy table, or Quality-Function-Deployment (QFD) approaches that are widely used within the strategy, technology, and innovation management field by IfM Engage (i.e., to assess the most ideal methods based on multiple criteria). Figure 4 illustrates an example of multi-criteria decision-making tool to assess the methodologies. The exact style of assessment tool will be refined and agreed during the design phase of the project, and may be refined as further evidence emerges during the literature search phase of this work.

Figure 4: An example of a multi-criteria decision-making matrix

			Methodology								
			Life Cycle Assessment	Climate Risk Assessment	Environmental and Ecological Impact Assessment	Foodweb Analysis	Ecosystem Analysis	GHG Footprinting	BioRisk	...	Methodology n
Appraisal Criteria			1	2	3	4	5	6	7	8	n
1	Compatibility with OneFood risk tool interface and end-user requirements	5%	1	1	2	2	1	3	2		
2	Functionality and purpose of method/tool	10%	3	1							
3	Characteristics of tool	20%									
4	Maturity of tool	10%	2								
5	Data requirement	..									
6	Interaction, co-functionalities, and, or dependencies with other methods/tools	..									
7	Quality/validity of output, potential bias, under/over scoring, etc										
	...										
n	Criteria n										
Total weighted scores											

Scoring Scale:  
1 = Low  
2 = Medium  
3 = High

Based on the evaluation results, we anticipate 4 to 5 assessment tools will be finally selected for integration into the OneFood Risk Model.

### 2.2.5 Validation of the findings

Our expert panel will be involved throughout the process and will provide a critical review of the methodological approach, the short-list of tools/methodologies at the interim report stage, and the findings from the appraisal work. The expert panel will provide input based on their knowledge of terrestrial and aquatic food systems and industrial systems, and expertise in specific environmental and climate-change assessment tools/methodologies.

The validation review of the findings will be undertaken using an online panel workshop – the style and format for this workshop will be customised during the scoping phase of

the project, but will build upon proven and successful approaches used extensively by IfM Engage on previous projects.

#### 2.2.6 Documentation, reporting and review

The consortium is responsible for capturing the outputs from all activities from the study and creating both the initial and final report for Cefas. Reporting will be completed in accordance with Cefas requirements and as defined in the Project Management plan.

Preparation of the final report will be undertaken in close collaboration with Cefas and the OneFood modelling team, with a preliminary draft submitted for review, and a review/feedback meeting between Cefas and the consortium members to ensure the final report fully meets expectations for describing the review, appraisal, and advice/recommendations.

### 2.3 Outputs

The output of this study is expected to be a final report recommending about four to five quantitative and, or qualitative environmental/climate-change assessment tools/methods for inclusion in the OneFood risk model. The final report will:

- Clearly explain the search and appraisal criteria to ensure transparency, replicability, and robust and defensible findings.
- Describe in detail the selected tools/methods.
- Provide a summary of the strengths and weaknesses of each tool/method, and the rationale for their inclusion in the final list.
- Provide a preliminary view on how these tools/methods might be best integrated into the risk model.
- Make recommendations for how/where data should be captured for using these assessment tools.
- Identify any potential challenges and risk mitigation that the modelling team may need to consider in their implementation of these tools.

The final report will be a 'working document', suitable for publication, which can be shared with a wider audience. Whilst these outputs will identify the selected tools/methodologies and provide comprehensive recommendations, there will remain a role for the Cefas project team to package the outputs into a format that is appropriate for circulation outside of the Cefas team involved in this project and integrate them into the OneFood risk model.

## 3 – Implementation Plan

### 3.1 Project timescales and milestones

Overall contractual responsibility for the project, and the project lead responsible for project management and the primary representative for day-to-day contact with Cefas' project manager will be Samuel Short. The internal project team will meet on a bi-weekly basis to ensure progress is maintained. Progress updates will be held with Cefas as required to ensure timely notification of progress, risks, and emerging findings (provisionally we suggest bi-weekly updates). The key programme dates as specified by Cefas are:

Cefas Meetings/Submissions	Date *
Contract signed	25 July 2022
Kick-off meeting	w/c 8 August 2022
Interim report and review meeting	w/c 31st October 2022
Draft report	3 January 2023
Draft report meeting/presentation	w/c 16 January 2023
Final report submission	1 February 2023

Refer to the attached project Gantt chart indicating the timelines and allocation of resources for each stage of the project.

\* The project schedule is provisional and may need to be adapted to fit with the timescale and reporting points of Cefas and the overarching OneFood project timeline. These will be discussed and agreed as part of the initial kick-off meeting.

### 3.2 Project start-up/kick-off meeting

The project start up meeting is a key part of the process, where the project objectives and expectations are clarified and agreed, and the overall programme is developed in greater detail. This meeting will achieve the following:

- Confirm, based on input from Cefas, the aims, scope, and design of the overall process, and ensure a clear understanding of the interface requirements with the OneFood project.
- Identify the key areas (scope) and boundaries of assessment methods and ecosystems to be considered in the project, to inform the planning of the literature search, appraisal methodology, and selection criteria.
- Clarify timings for respective meetings, reviews, and associated activities with Cefas and the OneFood team over the duration of the project.
- Gain agreement on roles and responsibilities of IfM Engage/BioRisc and Cefas and the OneFood modelling team, for the successful delivery of the study.
- Identify any Cefas recommended subject matter experts or external resources, and review and include any relevant prior research undertaken or commissioned by Cefas that might inform this study.

### 3.3 Quality assurance

#### 3.3.1 Proven systematic research and assessment tools

The project will apply proven systematic literature review methodologies for the structuring of the research to ensure a thorough and extensive coverage of the relevant academic, industry, and institutional literature. Proven analytical assessment tools will be tailored to this application to assist in the appraisal and assessment of methods.

#### 3.3.2 Access to extensive academic databases

As staff members and academics at the University of Cambridge, the team members have access to the University's extensive academic journal subscriptions and library services providing unparalleled access to academic research across the world, ensuring the most up-to-date and comprehensive literature review possible.

#### 3.3.3 Expert panel validation

An expert panel will be formed including academics from the University of Cambridge and other external experts as required. The expert panel will form a key element of the quality control process for the project, and will be consulted as required throughout the project to provide specialist input and validation of findings at each stage of the project. An online workshop with the expert panel will be convened to review initial findings, the list of methodologies identified, strengths and weaknesses of the methodologies, etc to ensure the final output from the project is robust.

#### 3.3.3 Interim report and review meeting

An interim report and review at approximately the half-way point, will provide an opportunity to present a comprehensive progress update to the Cefas team to ensure that expectations and objectives are being fully satisfied, and will provide opportunity to discuss and test any assumptions, and identify specific measures or factors of interest, and any outstanding gaps or omissions in the work. This will be a key opportunity for Cefas and the OneFood team to provide feedback and additional input to ensure the successful outcome of the project to meet the broader OneFood objectives.

#### 3.3.4 Full team participation in review

Internally, all team members will be involved in reviewing and editing the presentation material and report content prior to submissions to Cefas. If issues arise during the work that require clarification these will be raised promptly with Cefas to ensure the project status on track. This overall process will ensure we fully leverage the range of capabilities within our team, that the report is comprehensive and robust, and that the final report fully meets Cefas' expectations and the needs of the OneFood project.

#### 3.3.4 Draft report and presentation

An initial draft final report will be prepared presenting the findings, and a review meeting with Cefas and OneFood will provide opportunity to discuss and fine-tune the output prior to submission of the final report. The final report will be reviewed by a professional proof-reader, and will be checked against standard accessibility requirements, and will be submitted in a format ready for online dissemination.

#### 3.3.6 Data and document integrity

Finally, secure cloud-based folders, document version control, and robust archiving practices within the University IT network are well established and ensure document integrity and data security is maintained at all times.

### 3.3 Risk management and mitigation

The table below identifies what are considered to be the main risks of the project and how these risks will be managed and mitigated.

Identified risk	Likelihood of risk (high, medium, low)	Impact of Risk (high, medium, low)	Risk management strategy

Key personnel loss	Medium	Low	<p>All team members are contractually committed to remain with the project through to completion.</p> <p>Nevertheless, the team are multi-disciplined, and can cover each other's roles if necessary, mitigating the bulk of the risk of personnel loss.</p> <p>The project is not fulltime for the team so there is flexibility in scheduling of the work among the team. Moreover, the team can draw upon other resources within IfM Engage and the University should the need arise.</p>
Access to timely information, and potential for overlooking or discounting key tools/methods	Low	Medium	<p>The project will draw on data from a diverse set of literature and sources and apply a proven and robust search and appraisal methodology.</p> <p>Nonetheless, to mitigate the risk of information being overlooked, misinterpreted, or unavailable in the public domain we are employing three strategies: 1. We have assembled a strong team with extensive knowledge in the relevant fields; 2. Conferring with subject matter experts (several key experts have already been identified); 3. Reviewing</p>
			<p>systematic literature reviews that have themselves been constructed over many months and cover a broad range of both quantitative and qualitative research.</p>
Availability of expert panel members in required timeframe	Low	Medium	<p>Several key experts have already been identified, and time has been scheduled to identify further relevant expertise. Should alternatives be required, or additional specific expertise deemed necessary as the project progresses additional time may be required but we are confident alternative experts can be secured within the University or from our networks in other areas of academia and wider sectors, without any impact on the</p>

			project timeline.
Project delays/ overrun	Low	Medium	<p>The team leader has extensive experience in managing projects to time and budget so there is considered to be low risk of project over-run. Some contingency is already built into the project plan, and as the project is not scheduled to be full time, there is flexibility to increase workload if needed to accelerate the project should the need arise.</p> <p>A key dependency for the project will be definition of the interface requirements and end-user requirements of the OneFood risk model – ensuring these details are established early in the project is critical to ensure timely delivery of the project.</p>
Scope change/ creep	Medium	Medium	<p>The scope will be defined as completely as possible at the outset with Cefas to ensure there is minimal potential for later scope creep or misunderstanding/change in requirements. A clear understanding of the interface points with the OneFood risk modelling project and the criteria for assessment will be key to minimising the risk of scope creep/change, or incompatibility of the findings with OneFood's needs.</p> <p>However, as the work progresses, it might bring new insights to Cefas that might have modified the scope had it been known at the start, that cannot however be accommodated within the current work, despite its relevance and significance. To manage this, such instances must be signposted as an area for future research and work.</p>



Loss of data / data integrity issues	Low	Medium	Risks associated with loss of, or corruption of data are considered very low because the team has established protocols for sharing and updating information and drafts among team members, and uses the university's Sharepoint cloud services which include full version control and archiving of documents.
Language barriers	Medium	Low	Most of the assessment methodologies of interest are expected to have been published in English. Therefore, in most cases language is not anticipated to be a problem. However, the team includes multilingual skills further reducing this risk. In certain cases, there may be a need for translation services.
Force majeure	Low	Low	Unforeseeable, catastrophic events or change in current environment. Project delivery might be delayed. However, all the team and the work can be delivered remotely, so the risk of disruption, even from a full national pandemic lockdown or extended transport strikes, is considered minimal.

### 3.3 Dissemination of findings

A primary objective of the team is to facilitate meaningful transition towards environmental sustainability, resilient ecosystems, and food system stability. Accordingly, we welcome the opportunity to actively support Cefas in dissemination of the findings through the team's connections with academia, industry and entrepreneurs to ensure visibility with a wide audience and drive awareness and uptake of appropriate solutions. We would be keen to develop the report into an academic journal paper for publication in an appropriate high- impact journal. We would also welcome the opportunity to extend the relationship with Cefas and the OneFood project beyond this initial phase and contribute further to the development of the OneFood risk model and related projects.

### 3.6 Proposed project task breakdown and Gantt Chart (Timing subject to agreement with Cefas)

[illegible]

#### 4 – Project Team

The project team is led by IfM Engage in partnership with BioRISC initiative, both at the University of Cambridge, and is made up of academic researchers and industry practitioners with extensive experience in systematic literature reviews and appraisals, combined with extensive knowledge and expertise in aquatic, terrestrial and industrial systems, sustainability and environmental metrics and assessment methodologies, and ecological and biological risk analysis. In particular, we bring a focus around effective process, in terms of data collation, appraisal and expert elicitation. We are familiar with effective (and ineffective) methodologies in data collation and synthesis and have good knowledge of approaches within the environmental, food security, conservation, climate change arenas. We are also working at the forefront of new approaches for the assessment of risk. We believe our expertise is not only highly relevant to the methods assessment project, but also enables us to understand and ensure the work integrate with and contributes fully to the risk modelling activities of the OneFood project team.

The project team is comprised of:

##### 4.1 Lead applicant: IfM Engage

IfM Engage is the commercial arm of the Institute for Manufacturing (IfM), a division of the Department of Engineering at the University of Cambridge. IfM Engage is wholly owned by the University of Cambridge and has a mandate to disseminate the research outputs of IfM in collaboration with the broader university to industry and government. We provide practice- oriented research and a collaboration network of industrial member companies and researchers for sharing best practice and developing practical solutions to current and emerging technology, innovation and sustainability management challenges. The proposed work draws upon expertise in analytical tools including life-cycle assessment, eco-efficiency, and management tools to help manufacturers transition towards a sustainable industrial system.

The team from IfM Engage will be:

[REDACTED]

[REDACTED]

##### 4.1 Partner: BioRISC initiative (Biosecurity Research Initiative at St Catharine's)

St Catharine's College at the University of Cambridge has established a world-class hub to provide cutting edge, evidence-based information about existing and emerging

biological security risks and interventions. The BioRISC initiative was officially launched during 2019, at an [event at the Houses of Parliament](#), to respond to a crucial set of challenges that face us in the 21st Century. Providing cutting edge, evidence-based research on biological risks is crucial. BioRISC collaborates closely with the [Centre for the Study of Existential Risk \(CSER\)](#), which focuses on global catastrophic threats including pandemics and ecological collapse.

The BioRISC Initiative uses an innovative combination of approaches to build, integrate, and synthesise evidence, across the different domains of biosecurity. Our methods include horizon scanning, fault tree analysis, mapping of intervention options, evidence synthesis and expert elicitation processes. These activities bring together leading scientific experts, technology developers and policy makers, to shape the biosecurity research agenda and ensure solutions are grounded in evidence.

By adopting a broad vision of biosecurity, we aim to identify commonalities between the different areas, for example in failure modes and key points of intervention, and promote learning across the different areas.

Our understanding of biosecurity encompasses the fields of conservation and environmental protection, protection of human, animal and plant health against naturally occurring biological threats, and accidental releases of / unintended consequences from novel organisms, as well as more traditional security concerns around the deliberate use of biological agents, scientific knowledge and related technologies for harmful purposes.

The team from BioRisc will comprise:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]).

4.2 Preliminary Expert Panel Members

[REDACTED]

[REDACTED]

4.3 Work allocation plan  
The plan below shows the planned work allocation for the core members of the team.

Work Package   FTE estimate		FTE total	IfM Engage	BioRisc
0	Project management			
	Project management/progress updates	3	2	1
1	Project scoping			
	Prepare and conduct kick-off meeting with Cefas (w/c 8 August 2022)	2	1	1

	Identify/confirm key subject matter experts	1	0.5	0.5
	<b>Milestone 1: Kick-off meeting and project scope defined</b>	3	1.5	1.5
2	<b>Design the research and appraisal frameworks</b>			
	Tailor the systematic search methodology	2	1	1
	Tailor the appraisal criteria for tool/method appraisal and selection	2	1	1
	Review/confirm search and appraisal criteria with Cefas	1	0.5	0.5
	<b>Milestone 2: Research and appraisal frameworks defined</b>	5	2.5	2.5
3	<b>Systematic literature review</b>			
	High-level literature scan	6	3	3
	Initial screening for develop of a short list of assessment tools	4	2	2
	Interview subject matter experts	2	1	1
	Detailed data collection on the selected assessment tools	8	4	4
	Prepare interim report	2	1	1
	Interim review meeting with Cefas (w/c 31 Oct 2022)	1	0.5	0.5
	<b>Milestone 3: Detailed data gathering and interim review complete</b>	23	11.5	11.5
4	<b>Appraisal and selection of the assessment tools</b>			
	Appraisal of the assessment tools	5	2.5	2.5
	<b>Milestone 4: Preliminary appraisal complete</b>	5	2.5	2.5
5	<b>Validation of the findings</b>			
	Preparation of the validation workshop	1	0.5	0.5
	Validation workshop with external experts	0.5	0.25	0.25
	Finalising appraisal and selection analysis	0.5	0.25	0.25
	<b>Milestone 5: Validation and appraisal complete</b>	2	1	1
6	<b>Documentation, reporting and review</b>			
	Draft the final report	5	3.5	1.5
	Send the draft final report to Cefas for approval (3 January 2023)	0.5	0.5	0
	Final report meeting/discussion of findings (w/c 16 January 2023)	1.5	1	0.5
	<b>Milestone 6: Final report accepted (1 February 2023)</b>	7	5	2

**TOTAL Full-Time Equivalent (FTE) days**

48

26

22

Equivalent hours

384

208

176

# Annex 5 – Sustainability

## 1 Sustainability

- 1.1 The Supplier must comply with the Authority's Sustainability Requirements set out in this Contract. The Supplier must ensure that all Supplier Staff and subcontractors who are involved in the performance of the Contract are aware of these requirements in accordance with clauses 8.1(c) and 13.2.
- 1.2 The Authority requires its suppliers and subcontractors to meet the standards set out in the Supplier Code of Conduct in accordance with clause 13.1(c).
- 1.3 The Supplier must comply with all legislation as per clause 13.1.

## 2 Human Rights

- 2.1 The Authority is committed to ensuring that workers employed within its supply chains are treated fairly, humanely, and equitably. The Authority requires the Supplier to share this commitment and to take reasonable and use reasonable and proportionate endeavours to identify any areas of risk associated with this Contract to ensure that it is meeting the International Labour Organisation International Labour Standards which can be found online - [Conventions and Recommendations \(ilo.org\)](https://www.ilo.org/) and at a minimum comply with the Core Labour Standards, encompassing the right to freedom of association and collective bargaining, prohibition of forced labour, prohibition of discrimination and prohibition of child labour.
- 2.2 The Supplier must ensure that it and its sub-contractors and its [or their] supply chain:
  - 2.2.1 pay staff fair wages and
  - 2.2.2 implement fair shift arrangements, providing sufficient gaps between shifts, adequate rest breaks and reasonable shift length, and other best practices for staff welfare and performance.

## 3 Equality, Diversity and Inclusion (EDI)

- 3.1 The Supplier will support the Authority to achieve its [Public Sector Equality Duty](#) by complying with the Authority's policies (as amended from time to time) on EDI. This includes ensuring that the Supplier, Supplier Staff, and its subcontractors in the delivery of its obligations under this Contract:

- 3.1.1 do not unlawfully discriminate either directly or indirectly because of race, colour, ethnic or national origin, disability, sex, sexual orientation, gender reassignment, religion or belief, pregnancy and maternity, marriage and civil partnership or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010;
- 3.1.2 will not discriminate because of socio-economic background, working pattern or having parental or other caring responsibilities;
- 3.1.3 eliminates discrimination, harassment, victimisation, and any other conduct that is prohibited by or under the Equality Act 2010;
- 3.1.4 advances equality of opportunity between people who share a protected characteristic and those who do not;
- 3.1.5 foster good relations between people who share a protected characteristic and people who do not share it;
- 3.1.6 identifies and removes EDI barriers which are relevant and proportionate to the requirement; and
- 3.1.6 shall endeavour to use gender-neutral language when providing the Deliverables and in all communications in relation to the Contract.

## **4 Environment**

- 4.1 The Supplier shall ensure that any Goods or Services are designed, sourced, and delivered in a manner which is environmentally responsible and in compliance with paragraph 1.3 of this Annex;
- 4.2 In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Authority ensure the reduction of whole life cycle sustainability impacts including;
  - 4.2.1 resilience to climate change;
  - 4.2.2 eliminating and/or reducing embodied carbon;
  - 4.2.3 minimising resource consumption and ensuring resources are used efficiently;
  - 4.2.4 avoidance and reduction of waste following the waste management hierarchy as set out in Law and working towards a circular economy;



- 4.2.5 reduction of single use consumable items (including packaging), and avoidance of single use plastic in line with Government commitments;
- 4.2.6 environmental protection (including pollution prevention, biosecurity and reducing or eliminating hazardous substances; and
- 4.2.7 compliance with [Government Buying Standards](#) applicable to Deliverables and using reasonable endeavours to support the Authority in meeting applicable [Greening Government Commitments](#).

## **5 Social Value**

- 5.1 The Supplier will support the Authority in highlighting opportunities to provide wider social, economic, or environmental benefits to communities through the delivery of the Contract.
- 5.2 The Supplier will ensure that supply chain opportunities are inclusive and accessible to:
  - 5.2.1 new businesses and entrepreneurs;
  - 5.2.2 small and medium enterprises (SMEs);
  - 5.2.3 voluntary, community and social enterprise (VCSE) organisations;
  - 5.2.4 mutuals; and
  - 5.2.5 other underrepresented business groups.

# Short Form Terms

## 1. Definitions used in the Contract

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

"Authority"	means the authority identified in paragraph 3 of the Order Form;
"Authority Data"	a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's confidential information, and which: i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or b) any Personal Data for which the Authority is the Data Controller;
"Authority Cause"	any breach of the obligations of the Authority or any other default, act, omission, negligence or statement of the Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Authority is liable to the Supplier;
"Central Government Body"	for the purposes of this Contract this means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> <li>• Government Department;</li> <li>• Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li> <li>• Non-Ministerial Department; or</li> <li>• Executive Agency;</li> </ul>
"Charges"	means the charges for the Deliverables as specified in the Order Form and Annex 3;
"Confidential Information"	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is agreed by the Parties to be confidential;

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

"Documentation"	descriptions of the Services, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) that is required to be supplied by the Supplier to the Authority under the Contract as: a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables b) is required by the Supplier in order to provide the Deliverables; and/or c) has been or shall be generated for the purpose of providing the Deliverables;
"Existing IPR"	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
"Expiry Date"	means the date for expiry of the Contract as set out in the Order Form;
"FOIA"	means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;
"Goods"	means the goods to be supplied by the Supplier to the Authority under the Contract;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Information"	has the meaning given under section 84 of the FOIA;

"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Insolvency Event"	occurs in respect of a legal person (for example an individual, company or organisation): i) if that person is insolvent; ii) if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; or iv) if the person makes any arrangement with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction whether under the Insolvency Act 1986 or otherwise;
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal) Act 2018;
"Key Personnel"	means any persons specified as such in the Order Form or otherwise notified as such by the Authority to the Supplier in writing;
"Law"	means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of Section 4(1) EU Withdrawal Act 2018 as amended by EU (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Parties are bound to comply;
"New IPR"	all and any intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
"Order Form"	means the letter from the Authority to the Supplier printed above these terms and conditions;
"Party"	the Supplier or the Authority (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	has the meaning given to it in the UK GDPR;
"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Processing"	has the mean given to it in the UK GDPR;
"Processor"	has the meaning given to it in the UK GDPR;
"Purchase Order Number"	means the Authority's unique number relating to the order for Deliverables to be supplied by the Supplier to the Authority in accordance with the terms of the Contract;

"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Services"	means the services to be supplied by the Supplier to the Authority under the Contract;
"Specification"	means the specification for the Deliverables to be supplied by the Supplier to the Authority (including as to quantity, description and quality) as specified in Annex 2;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where applicable, the Authority's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Start Date"	Means the start date of the Contract set out in the Order Form;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any subcontractor engaged in the performance of the Supplier's obligations under the Contract;
"Supplier"	means the person named as Supplier in the Order Form;
"Sustainability Requirements"	means any relevant social or environmental strategies, policies, commitments, targets, plans or requirements that apply to and are set out in the Annex 5;
Tender Submission	means the Supplier's response to the invitation to the bidder pack (including, for the avoidance of doubt, any clarification provided by the Supplier).
"Term"	means the period from the Start Date to the Expiry Date as such period may be extended in accordance with the Order Form or terminated in accordance with Clause 11;
"UK GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (and see section 205(4);

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

## 2. Understanding the Contract

In the Contract, unless the context otherwise requires:

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

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

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

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

2.5 the singular includes the plural and vice versa;

2.6 a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that law;

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

- i. any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area ("EEA") agreement ("EU References") which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and



- ii. any EU institution or EU authority or other such EU body shall be read on and after the date of exit from the EU as a reference to the UK institution, authority or body to which its functions were transferred.

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

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

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

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

### **3. How the Contract works**

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

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

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

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

#### **4.1 All Deliverables**

(a) The Supplier must provide Deliverables: (i) in accordance with the Specification and Tender Submission; (ii) to a professional standard; (iii) using all reasonable skill and care; (iv) using Good Industry Practice; (v) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract; (vi) in accordance with such policies and procedures of the Authority (as amended from time to time) that may be specified in the Contract (vii) on the dates agreed; and (viii) in compliance with all applicable Law.

(b) Without prejudice to the Specification the Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to the Authority) from Delivery against all obvious damage or defects.

#### **4.2 Goods clauses**



- (a) All Goods Delivered must be capable of meeting the requirements set out in the Specification and be either (i) new and of recent origin, (ii) reused or (iii) recycled.
- (b) All manufacturer warranties covering the Goods will be assigned to the Authority 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 Authority on Delivery but remains with the Supplier if the Authority notices any damage or defect following Delivery and lets the Supplier know within three Working Days of Delivery.
- (e) The Supplier must have 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 Authority's working hours.
- (g) The Supplier, its subcontractor(s) and supply chain must minimise packaging used whilst providing sufficient packaging for the Goods to reach the point of Delivery safely and undamaged. The Supplier must take back any primary packaging where it is possible to do so. Packaging must be 100% re-usable, recyclable or compostable, use recycled content where reasonably practicable and support the Government's commitment to eliminate single use plastic.
- (h) All Deliveries must have a delivery note attached that specifies the order number, type, quantity of Goods, contact and details of traceability through the supply chain.
- (i) The Supplier must provide all tools, information and instructions the Authority needs to make use of the Goods. This will include, where appropriate, any operation manuals which, unless specified otherwise, will be written in English and provided in electronic form.
- (j) The Supplier will notify the Authority 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 Authority against the costs arising as a result of any such request. Goods must be disposed of in line with the waste management hierarchy as set out in Law. The Supplier will provide evidence and transparency of the items and routes used for disposal to the Authority on request.
- (k) The Authority can cancel any order or part order of Goods which have not been Delivered. If the Authority gives less than 14 calendar days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.

(l) The Supplier must at its own cost repair, replace, refund or substitute (at the Authority's option and request) any Goods that the Authority rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Authority's costs including repair or re-supply by a third party.

(m) The Authority 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 Authority or its servant or agent. If the Authority 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 all losses, damages, costs or expenses (including professional fees and fines) 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, where related to the Contract, any of its subcontractors or suppliers.

### **4.3 Services clauses**

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

(b) The Supplier must co-operate with the Authority and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including any security requirements.

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

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

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

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

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

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

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

## 5. Pricing and payments

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

5.2 All Charges:

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

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

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

5.4 A Supplier invoice is only valid if it:

- (a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Authority as set out in Annex 3; and

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

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

5.5 If there is a dispute between the Parties as to the amount invoiced, the Authority shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 35.

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

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

## 6. The Authority's obligations to the Supplier

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

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

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

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

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

6.2 Clause 6.1 only applies if the Supplier:

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

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

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

## **7. Record keeping and reporting**

7.1 The Supplier must ensure that suitably qualified (and authorised) representatives attend progress meetings with the Authority and provide progress reports when specified in Annex 2.

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

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

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

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

(a) tell the Authority and give reasons;

(b) propose corrective action;

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

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

- (a) as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract; or
- (b) as to the sustainability or health and safety conduct of the Supplier, subcontractors and supply chain in the performance of the Contract;

then the Authority may:

- (i) require that the Supplier provide to the Authority (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract (in the case of (a)) or improve its sustainability conduct or performance (in the case of (b)) and the Supplier will make changes to such plan as reasonably required by the Authority and once it is agreed then the Supplier shall act in accordance with such plan and report to the Authority on demand
- (ii) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Authority or materially fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Authority notifies).

## **8. Supplier staff**

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

- a) be appropriately trained and qualified;
- b) be vetted using Good Industry Practice and in accordance with the instructions issued by the Authority in the Order Form;
- c) comply with the Authority's conduct requirements when on the Authority's premises including, without limitation, those Sustainability Requirements relating to Equality, Diversity & Inclusion (EDI) contained in Annex 5; and
- d) be informed about those specific requirements referred to in Clause 13.2.

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

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

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

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

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

- (a) requested to do so by the Authority;
- (b) the person concerned resigns, retires or dies or is on maternity, adoption, shared parental leave or long-term sick leave; or
- (c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated.

## **9. Rights and protection**

9.1 The Supplier warrants and represents that:

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

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

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

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

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

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

## 10. Intellectual Property Rights (IPRs)

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

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

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

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

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

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

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

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

## 11. Ending the contract

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

11.2 The Authority can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.

### **Ending the Contract without a reason**

11.3 The Authority has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 60 days' written notice and if the Contract is terminated, clause 11.5(b) to 11.5(g) applies.

### **When the Authority can end the Contract**

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

(i) there is a Supplier Insolvency Event;

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

(iii) if the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied. Where a material breach is not capable of remedy, the Authority has the right to immediately terminate the Contract;

(iv) there is a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Authority in writing;

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

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

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

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

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

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



### **11.5 What happens if the Contract ends**

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

- (a) the Supplier is responsible for the Authority's reasonable costs of procuring replacement deliverables for the rest of the Term ;
- (b) the Authority's payment obligations under the terminated Contract stop immediately;
- (c) accumulated rights of the Parties are not affected;
- (d) the Supplier must promptly delete or return the Authority Data except where required to retain copies by law;
- (e) the Supplier must promptly return any of the Authority's property provided under the Contract;
- (f) the Supplier must, at no cost to the Authority, give all reasonable assistance to the Authority and any incoming supplier and co-operate fully in the handover and re-procurement;
- (g) the following clauses survive the termination of the Contract: 3.3, 7.2, 7.3, 7.4, 9, 10, 12, 13.3, 14, 15, 16, 17, 18, 19, 20, 32, 35, 36 and any clauses or provisions within the Order Form or the Annexes which are expressly or by implication intended to continue.

### **11.6 When the Supplier can end the Contract**

- (a) The Supplier can issue a reminder notice if the Authority does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Authority fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.
- (b) If a Supplier terminates the Contract under clause 11.6(a):
  - (i) the Authority must promptly pay all outstanding charges incurred to the Supplier;
  - (ii) the Authority must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with satisfactory evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated;
  - (iii) clauses 11.5(d) to 11.5(g) apply.

### **11.7 Partially ending and suspending the Contract**

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

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

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

(i) reject the variation; nor

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

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

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

12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 10 (ten) times the value of the Charges unless specified in the Order Form.

12.2 No Party is liable to the other for:

(a) any indirect losses;

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

12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:

(a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;

(b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;

(c) any liability that cannot be excluded or limited by law.

12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 4.2(j), 4.2(m), 8.5, 9.3, 10.5, 13.3, 15.28(e) or 31.2(b).

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

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

## **13. Obeying the law**

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

- (a) comply with all applicable Law;
- (b) comply with the Sustainability Requirements
- (c) use reasonable endeavours to comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/779660/20190220-Supplier\\_Code\\_of\\_Conduct.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)

13.2 The Sustainability Requirements and the requirements set out in Clause 27, 28 and 30 must be explained to the Supplier's Staff, subcontractors and suppliers who are involved in the performance of the Supplier's obligations under the Contract and where it is relevant to their role and equivalent obligations must be included in any contract with any suppliers or subcontractor that is connected to the Contract.

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

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

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

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

## **14. Insurance**

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

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

## **15. Data protection**

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

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

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

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

15.5 The Supplier must make accessible back-ups of all Authority Data, stored in an agreed off-site location and send the Authority copies every six Months.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise allowed by the Contract;

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

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

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

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

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

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

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

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

15.18 The Supplier must notify the Authority immediately if it:

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

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

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

- (a) full details and copies of the complaint, communication or request;
- (b) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
- (c) any Personal Data it holds in relation to a Data Subject on request;
- (d) assistance that it requests following any Data Loss Event;
- (e) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.

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

- (a) is not occasional;
- (b) includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR;
- (c) is likely to result in a risk to the rights and freedoms of Data Subjects.

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

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

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

- (a) notify the Authority in writing of the intended Subprocessor and processing;
- (b) obtain the written consent of the Authority;
- (c) enter into a written contract with the Subprocessor so that this clause 15 applies to the Subprocessor;
- (d) provide the Authority with any information about the Subprocessor that the Authority reasonably requires.

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

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

- (a) replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme under UK GDPR Article 42;
- (b) ensure it complies with guidance issued by the Information Commissioner's Office.

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

15.28 The Supplier:

- (a) must provide the Authority with all Authority Data in an agreed open format within 10 Working Days of a written request;
- (b) must have documented processes to guarantee prompt availability of Authority Data if the Supplier stops trading;
- (c) must securely destroy all storage media that has held Authority Data at the end of life of that media using Good Industry Practice;
- (d) must securely erase or return all Authority Data and any copies it holds when asked to do so by the Authority unless required by Law to retain it;

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

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

### **16.1 Each Party must:**

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

### **16.2 In spite of clause 16.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:**

- (a) where disclosure is required by applicable law, permitted in respect of an audit pursuant to clause 7.3, or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the disclosing Party's Confidential Information;
- (f) to its auditors or for the purposes of regulatory requirements;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis;
- (h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

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

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



- (a) on a confidential basis to the employees, agents, consultants and contractors of the Authority;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any organisation that the Authority transfers or proposes to transfer all or any part of its business to;
- (c) if the Authority (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament; and/or
- (e) under clauses 5.7 and 17.

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

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

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

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

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

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

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

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

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

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

If any part of the Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required

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

## **19. No other terms apply**

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

## **20. Other people's rights in a contract**

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

## **21. Circumstances beyond your control**

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

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

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

21.3 Where a Party terminates under clause 21.2:

- (a) each party must cover its own losses;
- (b) clause 11.5(b) to 11.5(g) applies.

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

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

## **23. Giving up contract rights**

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

## **24. Transferring responsibilities**

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

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

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

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

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

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

## **25. Changing the contract**

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

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

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

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

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

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

27.1 The Supplier shall not:

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

27.2 The Supplier shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with good industry practice, to prevent any matters referred to in clause 27.1 and any fraud by the Supplier, Supplier Staff (including its shareholders, members and directors), any subcontractor and the Supplier's supply chain in connection with the Contract. The Supplier shall notify the Authority immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.

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

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

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

## **28. Health, safety and wellbeing**

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

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

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

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

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

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

## 29. Business Continuity

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

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

## 30. Whistleblowing

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

30.2. The Supplier agrees:

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

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

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

## 31. Tax

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

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

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

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

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

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

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

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

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

## **32. Publicity**

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

32.2 Each Party acknowledges to the other that nothing in this Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

## **33. Conflict of interest**

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

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

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

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

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

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

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

## **35. Resolving disputes**

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

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

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

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

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

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

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

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

## **36. Which law applies**

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

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