

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

Order Form

1. Contract Reference	con_20206	
2. Date	9 th March 2022	
3. Buyer	The Secretary of State for Justice 102 Petty France St James London SW1H 9AJ	
4. Supplier	Connected Kerb Ltd 51-52 Frith Street London, United Kingdom W1D 4SH Company Registration Number: 11062616	
5. The Contract	<p>The Supplier shall supply the deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and any Annexes.</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 conflict between this Order Form and the Conditions, this Order Form shall prevail.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Buyer and may delay conclusion of the Contract.</p>	
6. Deliverables	Goods	[None]
	Services	To be performed at <i>see Annex 1</i>
7. Specification	The specification of the Deliverables is as set out in Annex 1	
8. Term	<p>The Term shall commence on 1st April 2022</p> <p>and the Expiry Date shall be 31st March 2025, unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.</p> <p>The Buyer may extend the Contract for a period of up to 3 months by giving not less than 10 Working Days' notice in writing to the Supplier prior</p>	

The Short form Contract

	to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.
9. Charges	The Charges for the Deliverables shall be as set out in the Supplier's tender at Annex 2
10. Payment	<p>All invoices must be sent, quoting a valid purchase order number (PO Number), to:</p> <p>Ministry of Justice C/O Shared Services Connected Ltd PO Box 741 Newport Gwent NP10 8FZ APinvoices-moj-u@gov.sscl.com</p> <p>Within 20 Working Days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). 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 our Accounts Payable section either by email to</p> <p>MOJ-finance-ap-enquiries@gov.sscl.com</p> <p>or by telephone 0845 241 5351 Option 2</p> <p>between 09:00-17:00 Monday to Friday.</p>
11. Buyer Authorised Representative(s)	<p>For general liaison your contact will continue to be</p> <p>Kristian O'Keefe Soft Services Contract Manager REDACTED UNDER FOIA 40 PERSONAL INFORMATION Email: REDACTED UNDER FOIA 40 PERSONAL INFORMATION</p> <p>or, in their absence,</p> <p>David Johnson Commercial Admin Officer REDACTED UNDER FOIA 40 PERSONAL INFORMATION Email: REDACTED UNDER FOIA 40 PERSONAL INFORMATION</p>

The Short form Contract

12. Address notices for	<table border="0"> <tr> <td style="vertical-align: top;"> Buyer: David Johnson REDACTED UNDER FOIA 40 PERSONAL INFORMATION Attention: Commercial Admin Officer Email: REDACTED UNDER FOIA 40 PERSONAL INFORMATION </td><td style="vertical-align: top;"> Supplier: REDACTED UNDER FOIA 40 PERSONAL INFORMATION Connected Kerb Ltd REDACTED UNDER FOIA 40 PERSONAL INFORMATION Attention: REDACTED UNDER FOIA 40 PERSONAL INFORMATION Email: REDACTED UNDER FOIA 40 PERSONAL INFORMATION </td></tr> </table>	Buyer: David Johnson REDACTED UNDER FOIA 40 PERSONAL INFORMATION Attention: Commercial Admin Officer Email: REDACTED UNDER FOIA 40 PERSONAL INFORMATION	Supplier: REDACTED UNDER FOIA 40 PERSONAL INFORMATION Connected Kerb Ltd REDACTED UNDER FOIA 40 PERSONAL INFORMATION Attention: REDACTED UNDER FOIA 40 PERSONAL INFORMATION Email: REDACTED UNDER FOIA 40 PERSONAL INFORMATION
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13. Key Personnel	<table border="0"> <tr> <td style="vertical-align: top;"> Buyer: Kristian O'Keefe Attention: Soft Services Contract Manager Email: REDACTED UNDER FOIA 40 PERSONAL INFORMATION </td><td style="vertical-align: top;"> Supplier: REDACTED UNDER FOIA 40 PERSONAL INFORMATION Connected Kerb Ltd REDACTED UNDER FOIA 40 PERSONAL INFORMATION Attention: REDACTED UNDER FOIA 40 PERSONAL INFORMATION Email: REDACTED UNDER FOIA 40 PERSONAL INFORMATION </td></tr> </table>	Buyer: Kristian O'Keefe Attention: Soft Services Contract Manager Email: REDACTED UNDER FOIA 40 PERSONAL INFORMATION	Supplier: REDACTED UNDER FOIA 40 PERSONAL INFORMATION Connected Kerb Ltd REDACTED UNDER FOIA 40 PERSONAL INFORMATION Attention: REDACTED UNDER FOIA 40 PERSONAL INFORMATION Email: REDACTED UNDER FOIA 40 PERSONAL INFORMATION
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14. Procedures and Policies	<p>Prison security information can be found in Annex 3. The data security requirements can be found on the following link.</p> <p>https://ministryofjustice.github.io/security-guidance/#cyber-and-technical-security-guidance</p> <p>The Buyer may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check.</p>		

The Short form Contract

	The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a " Relevant Conviction "), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.
15. Insurances	<p>The Supplier shall hold the following standard insurance cover from the Contract Start Date:</p> <p>1.1 Professional indemnity insurance with cover of not less than one million pounds (£1,000,000). Applicable to Construction and Feasibility, Groundworks (Civil Engineering and Construction) and End to End Services;</p> <p>1.2 Public liability insurance with cover of not less than one million pounds (£1,000,000);</p> <p>1.3 Product liability insurance with cover of not less than one million pounds (£1,000,000). Applicable to Hardware and Accessories and End to End services;</p> <p>1.4 Employers' (compulsory) liability insurance with cover of not less than five million pounds (£5,000,000).</p>

Signed for and on behalf of the Supplier	Signed for and on behalf of the Buyer
Name:	Name:
Date:	Date:
Signature:	Signature:

Annex 1 – Specification

The requirements are for a single contractor to deliver the following:

Description of Works

Software and Backoffice Solution

The Software and back office solution should be compatible with the Open Charge Point Protocol (OCPP) to a minimum standard of 1.6 and must be prepared to accommodate future updates to OCPP such as version 2.0.1 as required.

Software and back office solutions as outlined in the DPS Specification Section 4.3. See Appendix C. with the following additional requirements: -

Service & Maintenance

The Supplier (or his agent) shall conduct annual (within 10 working days of the anniversary of the installation or in a timescale agreed with the Customer) inspection and maintenance checks / testing of as a minimum the following: -

1. the EVCP enclosure
2. electrical components & equipment including connections
3. wiring integrity and circuit protective devices
4. earthing integrity & devices
5. the mounting and physical structural integrity of standalone charging points
6. mounting and location of charging points on other structures
7. weathering, gaskets, seals, rainwater damage/ingress
8. ventilation for cooling including filters
9. software programmes
10. connection sockets, plugs and cables

11. communication integrity to Supplier data system, signal strength and data access

12. visual and photographic survey of signage and parking bay markings

13. general condition of installation

14. access and security controls are working as they should.

Any maintenance and inspections carried out must be in line with the Manufacturer Warranty guidelines and must in no way void the warranty.

The Supplier shall provide a written report to the Customer detailing the maintenance undertaken and any faults relating to individual EVCPs within 10 working days of carrying out the maintenance inspection.

The tendered maintenance price must include routine and non-routine visits.

Please note some chargepoints will still be under the original 12-month defect and liability period with the installer.

On site repairs

Regarding on-site repairs of the different manufacturer's hardware:

- The Supplier will monitor the EVCP in real time to detect faults and report these to the Customer.
- MoJ will provide details of who to contact (i.e. Ultra EVS, UKPNS, Silverstone Green Energy and Connected Kerb) in the event of an on-site issue or fault. The successful operator will contact these parties directly to arrange on-site attendance and repair/ rectification.
- If after a full investigation by the Maintenance provider/Initial Installer the fault is found to be an out of warranty issue or if it is clearly vandalism, unintentional damage by a third party or wear and tear then the Operator will provide a quotation to carry out the repairs – the quotation will cover call out, labour and any replacement part costs. If it is a fault covered by warranty, there would be no cost to MoJ.
- We expect that the successful supplier will use the maintenance teams from the respective manufacturers to carry out on-site diagnostics and repairs whether they are warranty or non-warranty repairs – these costs would be passed back to MoJ via the successful operator. However, if the Operator has an arrangement where they carry out their own repairs, they must obtain prior approval from the manufacturer that this will not void the warranty.
- The proposal must include and cover the cost of managing the above process in accordance with the KPIs

- If a third-party manufacturer/ supplier is the reason that the KPIs are not met the Operator will not be penalised. Note that all suppliers (and their manufacturer) are under contract to provide a warranty repairs service for 36 months.

Set up arrangements and costs

It is up to the Operator to determine if both the Operator and the repairs and maintenance provider will both have remote access to the chargers. Or alternatively the Operator can use their own software or might obtain the diagnostics software from each manufacturer and carry out the diagnostics and repair of that type of unit.

The proposal and price shall include all applicable set up arrangements necessary for incorporating different manufacturers hardware into their Backoffice solution including site attendance (if necessary) to install the Operators own SIM card.

The Operator will be expected to resolve any issues with hardware or software in accordance with the KPIs. For chargepoints still under warranty a maximum of 2 site visits are to be carried out before escalating the issue to the manufacturer. Any alterations must be approved by the manufacturer so as not to void the warranty. Where chargepoints are no longer under warranty the Operator should undertake a full investigation and take necessary steps from fault finding to resolution.

Helpdesk service for user issues and repairs

Help desk tickets may be raised by any party using the telephone number (to be displayed on or nearby the charger) or email address provided for the helpdesk service.

The proposal will include management and close out of all user issues, repairs, faults and servicing etc regardless of manufacturer/supplier, whether or not these are warranty issues or user error or accidental damage or vandalism, as notified by the Operator's remote monitoring or notified via the helpdesk service.

The Operator will determine if a repair is covered by warranty. If a repair is not covered by warranty the Operator will submit a variation to MoJ for approval.

Variations will not be entertained for remote diagnostics and repairs.

The Short form Contract

Operators will need to arrange access to site in liaison with the MoJ Service Delivery Manager (SDMs).

MoJ will not be involved in the details of this process; the Operator must make all arrangements with the manufacturer/ supplier. A find and fix report to be issued to the main MoJ Stakeholder as per the agreed schedule of reporting.

Access and payment system for charging sessions

The contractor shall allow for the following options to be available to the MoJ including but not limited to:

- Flexibility of different tariff levels for different users/ levels of access
- Different levels of access e.g. staff type 1, staff type 2 and visitor
- A payment system that offers users ability to access the chargepoints through RFID cards or a mobile app.
- A flexible or automated payment system to allow payments to multiple designated customer accounts at the Customers specified frequency (i.e. monthly/quarterly etc).

MoJ require both RFID card and a smartphone app to access/terminate a charging session.

The smartphone app shall allow users to monitor the process and get notifications when the vehicle reaches a full charge/end of charging session.

App/Backoffice solution will allow simple solution to facilitate user payments (i.e. card payments, app account, phone with customer services etc)

Booking system (optional)

MoJ may wish to operate a booking system for chargers so the portal/app functionality should allow for this.

Security requirements

BPSS level security clearance is required. A higher level of clearance may be required at High Security sites: <https://www.gov.uk/government/publications/united-kingdom-security-vetting-clearance-levels/national-security-vetting-clearance-levels>

Programme

There will be a 1-week data and documentation handover period with the incumbent Supplier and the system must be fully implemented and operational by the 31st March 2022.

Number and location of chargers

The below table details the location of the chargers. Please note the numbers of chargers may change prior to contract award.

The Short form Contract

Postcode	Prison Category	Region	Lot	Contractor	Name	No. EVCPs - By March 2021 - Install and Connect
OX25 1PZ	prison C	South Central	5	Ultra EVC	Bullington	6
LN2 4BD	prison B	East Midlands	2	Ultra EVC	Lincoln	2
LN6 9PT	prison IRC	East Midlands	2	Ultra EVC	Morton Hall	6
SW183HU	prison B	Greater London	5	Ultra EVC	Wandsworth	6
SE28 ONZ	prison YOI C	Greater London (Mitie)	5	Ultra EVC	Isis	6
PR4 2RN	prison D	North West	2	Ultra EVC	Kirkham	4
LA1 3QZ	prison C	North West	2	Ultra EVC	Lancaster Farms	2
WA3 6BP	prison C	North West	2	Ultra EVC	Risley	4
PR26 8LW	prison C	North West	2	Ultra EVC	Wymott	6
SN10 5TU	prison C	South Central	5	Ultra EVC	Erlestone	4
LL13 9QE	prison C	Wales	2	Ultra EVC	Berwyn	6
PO30 5NX	prison B	High Security & LT South	6	Connected kerb	Parkhurst	4
BS7 8PS	prison B	South West	6	Connected kerb	Bristol	2
PL20 6RR	prison C	South West	6	Connected kerb	Dartmoor	2
SP7 0AH	prison C	South West	6	Connected kerb	Guys Marsh	2
DT5 1DL	prison YOI C	South West	6	Connected kerb	Portland	4
CD24 0UG	prison B	Wales	6	Connected kerb	Cardiff	8
SA1 3SR	prison B	Wales	6	Connected kerb	Swansea	3
LE2 7AJ	prison B	East Midlands	3	Silverstone	Leicester	4
CV23 8AP	prison C	East Midlands	3	Silverstone	Onley	6
LE15 7RD	prison C	East Midlands	3	Silverstone	Stocken	6
NG13 9FQ	prison C	East Midlands	3	Silverstone	Whatton	6
LE16 7RP	prison C	High Security & LT North	3	Silverstone	Gartree	8
B18 4AS	prison B	West Midlands	3	Silverstone	Birmingham	2
WV10 7PU	prison C	West Midlands	3	Silverstone	Featherstone	8
ST16 3AW	prison C	West Midlands	3	Silverstone	Stafford	4
WS14 9QS	prison C	West Midlands	3	Silverstone	Swinfen Hall	6
CM2 6LQ	prison B	East of England	4	UKPN	Chelmsford	6
IP12 3JW	prison B	East of England	4	UKPN	Hollesley Bay	4
WF2 9AG	prison A	High Security & LT North	1	UKPN	Wakefield	2
SE28 0EB	prison A	HS & LT Sth	4	UKPN	Belmarsh	6
PE15 0PR	prison A	HS & LT Sth	4	UKPN	Whitemoor	4
MK4 4DA	prison A	HS & LT Sth	4	UKPN	Woodhill	6
ME1 3LU	prison YOI	Kent & Sussex	4	UKPN	Cookham Wood	6
ME1 3QS	prison YOI	Kent & Sussex	4	UKPN	Rochester	6
ME12 4AX	prison B	HS & LT Sth	4	UKPN	Swaleside - Sheppey Cluster	6
ME12 4DZ	prison B	Kent & Sussex	4	UKPN	Elmley - Sheppey Cluster	2
ME12 4AA	prison D	Kent & Sussex	4	UKPN	Standford Hill - Sheppey Cluster	4
LS22 5ED	prison YOI	Yorks & Humber	1	UKPN	Wetherby	6
MK40 1HG	prison B	East of England	4	UKPN	Bedford	2
NR105GB	prison C	East of England	4	UKPN	Bure	2
DH1 5YA	prison A	High Security & LT North	1	UKPN	Frankland	8
YO41 1PS	prison A	High Security & LT North	1	UKPN	Full Sutton	6
DH1 5YA	prison F	Tees & Wear	1	UKPN	Low Newton	8
HU9 5LS	prison B	Yorks & Humber	1	UKPN	Hull	6

Number of outlets	217
Number of Chargepoints	108 dual Outlet 22kW Chargers

The Short form Contract

	1 Single outlet 22kW Charger
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Additional chargers may be added during the contract period.

Specification and details of different manufactures hardware

UKPN	Contractor for Installations at Lot 1 & 4
Ultra EVC	Contractor for Installations at Lot 2 & 5
Connected Kerb	Contractor for Installations at Lot 6
Silverstone	Contractor for Installations at Lot 3

Refer to specifications for each contractor in Appendix 3

The charge point equipment is Open Charge Point Protocol (OCPP) compliant to a minimum standard of 1.6. The Backoffice solution must be able to connect to all manufacturer's equipment seamlessly or with minimum disruption.

<u>Minimum Requirement</u>
Complies with Section 4.3 of the DPS Spec
Ability to add new chargepoints to the contract, these may be under different Ministry of Justice departments and will therefore need to be set up as such and invoiced separately: - Including but not limited to: HMPPS, HMCTS, MOJ HQ Buildings
Access and payment system allowing multiple different levels of access and different tariff levels with the ability to use both RFID cards and mobile app to initiate a charging session.
A helpdesk service including remote and on-site diagnostic and rectification of user issues and repairs
Weekly fault reports to allow account manager to ensure processes are being followed frequency may be reduced at Customer's discretion.
End of month report to demonstrate in month performance and usage, fault/exception summary

The Short form Contract

reporting.		
10 users as a minimum will require access to the online platform		
The Operator must liaise with and cooperate with the new incoming provider and complete a full handover at the end of the contract period		
The helpdesk service will include a telephone helpdesk with the contact number displayed on/ near the charging point and an email/app facility for reporting faults. The helpline shall be free of charge to access for users.		
The option to request additional features and functionality to the portal.		
The Supplier will respond and fix faults to meet the following KPIs:		
KPI Number	Title	KPI Description
1	Helpline Service availability	Provision of a fully staffed helpline, available 24 hours a day and 7 days a week to offer remote assistance to guide users through hardware issues. All calls to be answered within 30 seconds. All issues should be logged and given a ref number.
2	On site to inspect issue	A remote fix will be attempted within 24 hours of any fault being notified. If this does not rectify the fault, the maintenance engineer should contact the site to ensure no site related issue has caused the fault (unit turned off, breakers tripped etc). After site checks have been carried out and fault still present then the maintenance engineer shall be on-site with the Customer within 1 working days. Repairs shall be carried out within 4 working days of the fault being reported.
3	Fix happens at agreed time	A target of 4 working days for EV charger component replacement and repairs from on-site inspection. The Operator should take all necessary steps to limit repair timescales and expedite replacement parts providing status updates were required.
4	Maintenance	Ensuring that all maintenance tasks are completed in accordance with the charger unit manufacturers requirements and warranty.

		This includes all statutory safety inspections and checks.
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DPS Schedule 1 (Specification)

4.3 Software and Back Office Solutions

4.3.1 Vehicle Charging data

4.3.1.1 Supplier shall provide the appropriate licensing and software to support data retrieval from Equipment.

4.3.1.2 The Supplier acknowledges that all data retrieved from the Equipment is the property of the Buyer.

4.3.1.3 The Supplier shall ensure that, as a minimum, the following information is recorded for each charging session:

- ☐ Charging session ID
- ☐ Chargepoint ID
- ☐ User ID
- ☐ Plug in date and time
- ☐ Unplug date and time
- ☐ Charge start date and time
- ☐ Charge end date and time
- ☐ Total energy drawn (kWh)

4.3.1.4 The Supplier shall not disclose any data to a third party without the prior written consent of the Buyer.

4.3.1.5 The Supplier shall ensure that all data retrieved is held securely for the duration of the Order Contract and provided to the Buyer, or their nominated Supplier, on expiry of the Order Contract.

4.3.1.6 The Supplier shall ensure that a suitable back-up system for data is in place for both data retrieved from Equipment and that held within the web-based portal.

4.3.2 Web-Based Portal

4.3.2.1 The Supplier shall supply a web-based portal which will provide the Buyer with access to real time data on the Equipment as specified by the Buyer and agreed in the Order Contract.

4.3.2.2 The Supplier shall grant access rights to the web-based portal to the Buyer's authorised representatives and users with a tiered level of permissions and access, to be determined and agreed with the Buyer.

4.3.2.3 The Supplier shall provide a specified number of user accounts when requested by the Buyer and agreed in the Order Contract.

4.3.2.4 The Supplier shall ensure that the web-based portal is accessible to the Buyer twenty four (24) hours a day, three hundred and sixty five (365) days per year.

4.3.2.5 The Supplier shall ensure that the Buyer is given twenty eight (28) calendar days' notice of any scheduled maintenance which will affect the availability of the web-based portal, or as otherwise agreed with the Buyer in the Order Contract.

4.3.2.6 The Supplier shall ensure that the web-based portal is compatible with Windows and Mac browsers.

4.3.2.7 When requested by the Buyer, the Supplier shall ensure that the portal is accessible from handheld devices and will run on iOS and/or Android software as specified in the Order Contract.

4.3.2.8 The Supplier shall ensure that user accounts are password protected.

4.3.2.9 The Supplier shall ensure that the web-based portal has the capability of providing the Buyer with the management information specified in the Order Contract.

4.3.3 Managing the Buyer's account

4.3.3.1 The Supplier shall ensure that all relevant documentation relating to the Buyer's vehicle charging operation are maintained and updated at all times.

4.3.3.2 The Supplier shall provide a Helpdesk service for dealing with Buyer's queries, complaints and support needs. This may include, but is not limited to, a telephone helpdesk, online portal or email facility as specified in the Buyer's Order Contract.

4.3.3.3 The Supplier shall ensure that any Helpdesk telephone number is freephone or does not charge users more than a basic rate, local rate or national rate telephone number.

4.3.3.4 When requested by the Buyer, the Supplier shall de-activate identified Equipment remotely within twenty four (24) hours of the deadline specified, unless otherwise agreed with the Buyer.

5. Mandatory Deliverables for all Service Types

5.1 Legislation

5.1.1 The Supplier shall ensure that all Equipment and services supplied pursuant to this DPS Contract conform to all applicable UK and EU legislation.

5.1.2 The Supplier shall ensure that all data held within the system is held securely and complies with the General Data Processing Regulation (EU) 2016/679 and the Data Protection Act (2018) as set out in Joint Schedule 11 (Processing Data).

5.1.3 The Supplier shall ensure that all electrical Equipment is disposed of in compliance with the Waste Electrical and Electronic Deliverables (WEEE) Directive 2012/19/EU.

5.1.4 The Supplier shall ensure that it complies with the provisions set out in the Modern Slavery Act (2015).

5.2 Sustainability

5.2.1 The Supplier shall support CCS and the Buyer to meet the Government agenda in terms of business sustainability. This requires consideration of commercial needs and the ability to make a positive impact on society and the environment, both locally and globally, as detailed in Joint Schedule 5 (Corporate Social Responsibility).

5.2.2 The Supplier shall support the Buyer to meet their government policy obligations in relation to reducing impact on the environment. This includes, but is not limited to, the Greening Government Commitment, the Government Fleet Commitment and the National Air Pollution Control Programme.

5.3 Regional and National Standards

5.3.1 The Supplier shall ensure that VCIS products and services delivered within a devolved administration region (Wales, Scotland or Northern Ireland) conform to their applicable standards.

5.3.2 The Supplier shall ensure that applicable products and services conform to the VCIS standards required by the Office for Low Emission Vehicles (OLEV) and/or specified by an individual locality or region.

5.4 Social Value and Community Benefits

5.4.1 The Supplier shall comply with the social value or community benefits Deliverables set out in the Order Contract, in order to meet the Buyer's obligations under the Public Services (Social Value Act) 2012 or the Procurement Reform (Scotland) Act 2014. EU procurement law enables the use of public sector contracts to support the delivery of social value and community benefits. Community benefit clauses provide a means of achieving sustainability in public contracts and may include measures such as targeted recruitment and training, small business and social enterprise development, environmental improvement or community engagement.

5.5 Modern Slavery

5.5.1 The Supplier shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour.

5.5.2 The Supplier shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice.

5.5.3 The Supplier warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.

5.5.4 The Supplier warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.

5.5.5 The Supplier shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.

5.5.6 The Supplier shall have and maintain throughout the term of each Order Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions.

5.5.7 The Supplier shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under an Order Contract.

5.5.8 When requested by CCS, the Supplier shall prepare and deliver an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business, with its annual certification of compliance.

5.5.9 The Supplier shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors.

5.5.10 The Supplier shall not use or allow child or slave labour to be used by its Subcontractors.

5.5.11 The Supplier shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

6. Desirable Deliverables for all Service Types**6.1 Enhanced Security**

6.1.1 The Supplier acknowledges and agrees that there may be Buyers involved in law enforcement and covert operations that require a higher level of security in addition to the security requirements detailed in the Core Terms Clauses 14 "Data Protection" and 15 "What

you must keep confidential". In order to ensure that the Buyer is not put at risk it is essential that the Supplier and their subcontractors safeguard all information relating to the Buyer's data and operation.

6.1.2 The Supplier shall provide a level of security to the Buyer as agreed at the point of the Order Contract. This will include the processes that the Supplier performs directly and those that it subcontracts, so as not to compromise the Buyer's operation. This may include the requirement to keep the Buyer's details anonymous and in some cases adopting a pseudonym for use by the Supplier and their subcontractors.

6.1.3 The Supplier shall comply with the Buyer's personnel vetting policy and standard operating procedures.

6.1.4 The Supplier shall be expected to provide a list of personnel who will access the Buyer's data and who will communicate with the Buyer's personnel and any other third parties as requested.

6.1.5 The Supplier shall notify the Buyer in writing of any changes to the allocated personnel within the timescales specified by the Buyer in the Order Contract. The new personnel will only be granted access to the Buyer's data and/or vehicles upon vetting clearance from the Buyer.

6.1.6 The Supplier shall ensure that they and all third party repairers, service providers and Suppliers apply adequate and proper security controls and conform to the Buyer's enhanced security requirements when in temporary possession of the Buyer's vehicles and any other asset requiring this level of security.

6.1.7 Where a Buyer has further specific security requirements, they shall be outlined within the Order Contract and the Supplier shall adhere to them.

6.2 Extended Warranty

6.2.1 The Supplier shall provide the Buyer with extended warranty options for Equipment.

6.3 Data Hosting

6.3.1 When requested by the Buyer, the Supplier must ensure that the Buyer's data is hosted within the defined geographical area specified by the Buyer. For example, the UK - European Economic Area (EEA), a country deemed adequate by the European Commission, or in the US where covered by Privacy Shield.

6.4 Quality Standards

6.4.1 When requested by the Buyer, the Supplier shall ensure that charge point Equipment supplied meets the specified quality standards, such as DEKRA accreditation, as specified in the Order Contract.

6.4.2 When requested by the Buyer, the Supplier shall conform to the quality management standards (such as EFQM, ISO 14001 and ISO 9000 series) as specified in the Order Contract.

Annex 2 – Tender

REDACTED UNDER FOIA 43 COMMERCIAL INTERESTS

Annex 3 – Prison Security Information

REDACTED UNDER FOIA 23 Information supplied by, or relating to, bodies dealing with security matters

Annex 4 – Data Security Requirements

The Government's 10 Steps to Cyber Security, currently available at:

<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>;

<https://ministryofjustice.github.io/security-guidance/#cyber-and-technical-security-guidance>

Short form Terms

1. Definitions used in the Contract

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

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

Protection Legislation"	implementing Laws as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deliver"	means hand over the Deliverables to the Buyer at the address and on the date specified in the Order Form, which shall include unloading and any other specific arrangements agreed in accordance with Clause []. Delivered and Delivery shall be construed accordingly;
"Existing IPR"	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of 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

"GDPR"	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; the General Data Protection Regulation (Regulation (EU) 2016/679);
"Goods"	means the goods to be supplied by the Supplier to the Buyer under the Contract;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government Data"	a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's confidential information, and which: i) are supplied to the Supplier by or on behalf of the Buyer; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or b) any Personal Data for which the Buyer is the Data Controller;
"Information"	has the meaning given under section 84 of the FOIA;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Insolvency Event"	in respect of a person: a) if that person is insolvent; ii) if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; iv) if the person makes any composition with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction;
"Key Personnel"	means any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);

The Short form Contract

"New IPR"	all and intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
"Order Form"	means the letter from the Buyer to the Supplier printed above these terms and conditions;
"Party"	the Supplier or the Buyer (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	has the meaning given to it in the GDPR;
"Personal Data Breach"	has the meaning given to it in the GDPR;
"Processor"	has the meaning given to it in the GDPR;
"Purchase Order Number"	means the Buyer's unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the terms of the Contract;
"Regulations"	the Public Contracts Regulations 2015 and/or the 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 Buyer under the Contract;
"Specification"	means the specification for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the Order Form;
"Staff"	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Contract;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where applicable, the Buyer's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations

under a Contract;

"Supplier"	means the person named as Supplier in the Order Form;
"Term"	means the period from the start date of the Contract set out in the Order Form to the Expiry Date as such period may be extended in accordance with clause [] or terminated in accordance with the terms and conditions of the Contract;
"US-EU Privacy Shield Register"	a list of companies maintained by the United States of America Department for Commerce that have self-certified their commitment to adhere to the European legislation relating to the processing of personal data to non-EU countries which is available online at: https://www.privacyshield.gov/list ;
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Workers"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"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;
- 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; and

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

3. How the Contract works

- 3.1 The Order Form is an offer by the Buyer to purchase the Deliverables subject to 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 Buyer receives a copy of the Order Form signed by the Supplier.
- 3.3 The Supplier warrants and represents that its tender and all statements made and documents submitted as part of the procurement of Deliverables are and remain 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; (ii) to a professional standard; (iii) using 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) on the dates agreed; and (vii) that comply with all law.
- (b) The Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to its Buyers) from Delivery against all obvious defects.

4.2 Goods clauses

- (a) All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- (b) All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
- (c) The Supplier transfers ownership of the Goods on completion of delivery (including off-loading and stacking) or payment for those Goods, whichever is earlier.
- (d) Risk in the Goods transfers to the Buyer on delivery, but remains with the Supplier if the Buyer notices damage following delivery and lets the Supplier know within three Working Days of delivery.
- (e) The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- (f) The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- (g) The Supplier must provide sufficient packaging for the Goods to reach the point of delivery safely and undamaged.
- (h) All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- (i) The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- (j) The Supplier will notify the Buyer of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might

endanger health or hinder performance and shall indemnify the Buyer against the costs arising as a result of any such request.

- (k) The Buyer can cancel any order or part order of Goods which has not been delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- (l) The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.
- (m) The Buyer will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of delivery or installation then the Supplier shall indemnify from any losses, charges costs or expenses which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or any of its [sub-suppliers].

4.3 Services clauses

- (a) Late delivery of the Services will be a default of the Contract.
- (b) The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including any security requirements.
- (c) The Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services
- (d) The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of the Contract.
- (e) The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
- (f) The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- (g) On completion of the Services, the Supplier is responsible for leaving the Buyer's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer's premises or property, other than fair wear and tear.
- (h) The Supplier must ensure all Services, and anything used to deliver the Services, are of good quality and free from defects.
- (i) The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

5. Pricing and payments

- 5.1 In exchange for the Deliverables, the Supplier shall be entitled to invoice the Buyer for the charges in the Order Form. 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;
 - (b) include all costs connected with the supply of Deliverables.
- 5.3 The Buyer must pay the Supplier the charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the Order Form.
- 5.4 A Supplier invoice is only valid if it:
- (a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer;
 - (b) includes a detailed breakdown of Deliverables which have been delivered (if any).
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 33.
- 5.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 5.7 The Supplier must ensure that all subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Buyer can publish the details of the late payment or non-payment.

6. The Buyer's obligations to the Supplier

- 6.1 If Supplier fails to comply with the Contract as a result of a Buyer Cause:
- (a) the Buyer cannot terminate the Contract under clause 11;
 - (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;
 - (c) the Supplier is entitled to additional time needed to deliver the Deliverables;
 - (d) the Supplier cannot suspend the ongoing supply of Deliverables.
- 6.2 Clause 6.1 only applies if the Supplier:
- (a) gives notice to the Buyer within 10 Working Days of becoming aware;
 - (b) demonstrates that the failure only happened because of the Buyer Cause;
 - (c) mitigated the impact of the Buyer Cause.

7. Record keeping and reporting

- 7.1 The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form.
- 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 Buyer 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 Buyer and give reasons;
 - (b) propose corrective action;
 - (c) provide a deadline for completing the corrective action.
- 7.6 If the Buyer, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract then the Buyer may:
- (a) require that the Supplier provide to the Buyer (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract and the Supplier will make changes to such plan as reasonably required by the Buyer and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer on demand
 - (b) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Buyer notifies).

8. Supplier staff

- 8.1 The Supplier Staff involved in the performance of the Contract must:
- (a) be appropriately trained and qualified;
 - (b) be vetted using Good Industry Practice and in accordance with the instructions issued by the Buyer in the Order Form
 - (c) comply with all conduct and security requirements when on the Buyer's premises.
- 8.2 Where a Buyer decides one of the Supplier's Staff isn't suitable to work on 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 Buyer's premises and say why access is required.
- 8.5 The Supplier indemnifies the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any 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 Buyer (not to be unreasonably withheld or delayed);
 - (b) the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - (c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated for material breach of contract by the employee.

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

10. Intellectual Property Rights (IPRs)

- 10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence 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 Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs for the purpose of fulfilling its obligations under the Contract and a perpetual, royalty-free, non-exclusive licence 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 Buyer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.
- 10.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- (a) obtain for the Buyer the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights;
 - (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 Buyer can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.
- 11.3 Ending the Contract without a reason**
The Buyer has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if it's terminated clause 11.5(b) to 11.5(g) applies.
- 11.4 When the Buyer can end the Contract**
- (a) If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:
 - (i) there's a Supplier Insolvency Event;
 - (ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
 - (iii) 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;
 - (iv) there's a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Buyer in writing;

- (v) if the Buyer discovers that the Supplier was in one of the situations in 57(1) or 57(2) of the Regulations at the time the Contract was awarded;
 - (vi) the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations;
 - (vii) the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them.
- (b) If any of the events in 73(1) (a) to (c) of the Regulations (substantial modification, exclusion of the Supplier, procurement infringement) happen, the Buyer has the right to immediately terminate the Contract and clause 11.5(b) to 11.5(g) applies.

11.5 What happens if the Contract ends

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

- (a) the Supplier is responsible for the Buyer's reasonable costs of procuring replacement deliverables for the rest of the term of the Contract;
- (b) the Buyer's payment obligations under the terminated Contract stop immediately;
- (c) accumulated rights of the Parties are not affected;
- (d) the Supplier must promptly delete or return the Government Data except where required to retain copies by law;
- (e) the Supplier must promptly return any of the Buyer's property provided under the Contract;
- (f) the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement;
- (g) the following clauses survive the termination of the Contract: [3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35] and any clauses which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract

- (a) The Supplier can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of 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 Buyer must promptly pay all outstanding charges incurred to the Supplier;
 - (ii) the Buyer must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated;
 - (iii) clauses 11.5(d) to 11.5(g) apply.

11.7 Partially ending and suspending the Contract

- (a) Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.
- (b) The Buyer can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.
- (c) The Parties must agree (in accordance with clause 24) any necessary variation required by clause 11.7, but the Supplier may not either:
 - (i) reject the variation;
 - (ii) increase the Charges, except where the right to partial termination is under clause 11.3.
- (d) The Buyer 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 125% of the Charges paid or payable to the Supplier.
- 12.2 No Party is liable to the other for:
 - (a) any indirect losses;
 - (b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:
 - (a) its liability for death or personal injury caused by its negligence, or that of 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, 13.2, 14.26(e) or 30.2(b).
- 12.5 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.
- 12.6 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

13. Obeying the law

- 13.1 The Supplier must, in connection with provision of the Deliverables, use reasonable endeavours to:
 - (a) comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at (https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf) and such other corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time;

- (b) support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010;
 - (c) not use nor allow its subcontractors to use modern slavery, child labour or inhumane treatment;
 - (d) meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:
<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>
- 13.2 The Supplier indemnifies the Buyer against any costs resulting from any default by the Supplier relating to any applicable law to do with the Contract.
- 13.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 13.1 and Clauses 27 to 32
- 13.4 "Compliance Officer" the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;

14. Data protection

- 14.1 The Buyer is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation.
- 14.2 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with this Contract.
- 14.3 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.4 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every six Months.
- 14.5 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified [in writing] by the Buyer.
- 14.6 If at any time the Supplier suspects or has reason to believe that the Government Data provided under the Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Buyer and immediately suggest remedial action.
- 14.7 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:
- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than five Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier;
 - (b) restore the Government Data itself or using a third party.
- 14.8 The Supplier must pay each Party's reasonable costs of complying with clause 14.7 unless the Buyer is at fault.

- 14.9 Only the Buyer can decide what processing of Personal Data a Supplier can do under the Contract and must specify it for the Contract using the template in Annex 1 of the Order Form (*Authorised Processing*).
- 14.10 The Supplier must only process Personal Data if authorised to do so in the Annex to the Order Form (*Authorised Processing*) by the Buyer. Any further written instructions relating to the processing of Personal Data are incorporated into Annex 1 of the Order Form.
- 14.11 The Supplier must give all reasonable assistance to the Buyer 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.
- 14.12 The Supplier must notify the Buyer immediately if it thinks the Buyer's instructions breach the Data Protection Legislation.
- 14.13 The Supplier must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Buyer.
- 14.14 If lawful to notify the Buyer, the Supplier must notify it if the Supplier is required to process Personal Data by Law promptly and before processing it.
- 14.15 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 0;
 - (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 Buyer or as otherwise allowed by the Contract;
 - (d) have undergone adequate training in the use, care, protection and handling of Personal Data.
- 14.16 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 Buyer;
 - (b) the Buyer has decided that there are appropriate safeguards (in accordance with Article 46 of the 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 Buyer meet its own obligations under Data Protection Legislation; and

- (f) the Supplier complies with the Buyer's reasonable prior instructions about the processing of the Personal Data.
- 14.17 The Supplier must notify the Buyer immediately if it:
- (a) receives a Data Subject Access Request (or purported Data Subject 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.
- 14.18 Any requirement to notify under clause 14.17 includes the provision of further information to the Buyer in stages as details become available.
- 14.19 The Supplier must promptly provide the Buyer with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 14.17. This includes giving the Buyer:
- (a) full details and copies of the complaint, communication or request;
 - (b) reasonably requested assistance so that it can comply with a Data 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.
- 14.20 The Supplier must maintain full, accurate records and information to show it complies with this clause 14. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either the Buyer determines that the processing:
- (a) is not occasional;
 - (b) includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR;
 - (c) is likely to result in a risk to the rights and freedoms of Data Subjects.
- 14.21 The Supplier must appoint a Data Protection Officer responsible for observing its obligations in this Schedule and give the Buyer their contact details.
- 14.22 Before allowing any Subprocessor to process any Personal Data, the Supplier must:
- (a) notify the Buyer in writing of the intended Subprocessor and processing;
 - (b) obtain the written consent of the Buyer;
 - (c) enter into a written contract with the Subprocessor so that this clause 14 applies to the Subprocessor;
 - (d) provide the Buyer with any information about the Subprocessor that the Buyer reasonably requires.

- 14.23 The Supplier remains fully liable for all acts or omissions of any Subprocessor.
- 14.24 At any time the Buyer can, with 30 Working Days notice to the Supplier, change this clause 14 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 GDPR Article 42;
 - (b) ensure it complies with guidance issued by the Information Commissioner's Office.
- 14.25 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office.
- 14.26 The Supplier:
- (a) must provide the Buyer with all Government Data in an agreed open format within 10 Working Days of a written request;
 - (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
 - (d) securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it;
 - (e) indemnifies the Buyer against any and all Losses incurred if the Supplier breaches clause 14 and any Data Protection Legislation.

15. What you must keep confidential

- 15.1 Each Party must:
- (a) keep all Confidential Information it receives confidential and secure;
 - (b) not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract;
 - (c) immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
- 15.2 In spite of clause 15.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:
- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if 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.
- 15.3 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 Buyer at its request.
- 15.4 The Buyer may disclose Confidential Information in any of the following cases:
- (a) on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
 - (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
 - (c) if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - (d) where requested by Parliament;
 - (e) under clauses 5.7 and 16.
- 15.5 For the purposes of clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 15.
- 15.6 Information which is exempt from disclosure by clause 16 is not Confidential Information.
- 15.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Buyer and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

- 16.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.
- 16.2 Within the required timescales the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
- (a) comply with any Freedom of Information Act (FOIA) request;
 - (b) comply with any Environmental Information Regulations (EIR) request.
- 16.3 The Buyer may talk to the Supplier to help it decide whether to publish information under clause 16. However, the extent, content and format of the disclosure is the Buyer's decision, which does not need to be reasonable.

17. Invalid parts of the contract

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

18. No other terms apply

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

19. Other people's rights in a contract

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

20. Circumstances beyond your control

- 20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:
- (a) provides written notice to the other Party;
 - (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 20.2 Either party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.
- 20.3 Where a Party terminates under clause 20.2:
- (a) each party must cover its own losses;
 - (b) clause 11.5(b) to 11.5(g) applies.

21. Relationships created by the contract

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

22. Giving up contract rights

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

23. Transferring responsibilities

- 23.1 The Supplier cannot assign the Contract without the Buyer's written consent.
- 23.2 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.
- 23.3 When the Buyer uses its rights under clause 23.2 the Supplier must enter into a novation agreement in the form that the Buyer specifies.
- 23.4 The Supplier can terminate the Contract novated under clause 23.2 to a private sector body that is experiencing an Insolvency Event.

- 23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 23.6 If the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
- (a) their name;
 - (b) the scope of their appointment;
 - (c) the duration of their appointment.

24. Changing the contract

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

25. How to communicate about the contract

- 25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.
- 25.2 Notices to the Buyer or Supplier must be sent to their address in the Order Form.
- 25.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Preventing fraud, bribery and corruption

- 26.1 The Supplier shall not:
- (a) commit any criminal offence referred to in the Regulations 57(1) and 57(2);
 - (b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Buyer or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any 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.
- 26.2 The Supplier shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with good industry practice, to prevent any matters referred to in clause 26.1 and any fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify the Buyer immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.
- 26.3 If the Supplier or the Staff engages in conduct prohibited by clause 26.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:
- (a) terminate the Contract and recover from the Supplier the amount of any loss suffered by the Buyer resulting from the termination, including the cost reasonably incurred by the Buyer of making other arrangements for the supply

- of the Deliverables and any additional expenditure incurred by the Buyer throughout the remainder of the Contract; or
- (b) recover in full from the Supplier any other loss sustained by the Buyer in consequence of any breach of this clause.

27. Equality, diversity and human rights

- 27.1 The Supplier must follow all applicable equality law when they perform their obligations under the Contract, including:
 - (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise;
 - (b) any other requirements and instructions which the Buyer reasonably imposes related to equality Law.
- 27.2 The Supplier must take all necessary steps, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.

28. Health and safety

- 28.1 The Supplier must perform its obligations meeting the requirements of:
 - (a) all applicable law regarding health and safety;
 - (b) the Buyer's current health and safety policy while at the Buyer's premises, as provided to the Supplier.
- 28.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer premises that relate to the performance of the Contract.

29. Environment

- 29.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.
- 29.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

30. Tax

- 30.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.
- 30.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Off Contract, the Supplier must both:
 - (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all 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 Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

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

- (a) the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 30.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
- (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with clause 30.2 or confirms that the Worker is not complying with those requirements;
- (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

31. Conflict of interest

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

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

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

32. Reporting a breach of the contract

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

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

33. Resolving disputes

33.1 If there is a dispute between the Parties, their senior representatives who have 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.

- 33.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model 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 33.3 to 33.5.
- 33.3 Unless the Buyer refers the dispute to arbitration using clause 33.4, 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.
- 33.4 The Supplier agrees that the Buyer has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 33.5 The Buyer has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 33.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 33.4.
- 33.6 The Supplier cannot suspend the performance of the Contract during any dispute.

34. Which law applies

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

