

SHORT FORM CONTRACT FOR THE SUPPLY OF GOODS AND/OR SERVICES**I. Index**

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II. Cover Letter



Department for Education Sanctuary Buildings
20 Great Smith Street London SW1P 3BT

Tel: 0370 000 2288

www.gov.uk/df

Email enquiry form: www.education.gov.uk/contactus/df

School of Education, Communication & Language Sciences
King George VI Building
Newcastle University
Queen Victoria Road
Newcastle upon Tyne
NE1 7RU

Attn: [REDACTED]

By email to: [REDACTED]

Contract reference: con_24066

Project reference: project_8846

Date: 04 April 2024

Dear [REDACTED],















Following your proposal for the supply of the evidence review for the Practitioner Standard on Early Years speech, language and communication to Department for Education, we are pleased confirm our intention to award this Contract to you.

The attached Order Form, contract Conditions and the Annexes set out the terms of the Contract between Department for Education and Newcastle University for the provision of the Deliverables set out in the Order Form.




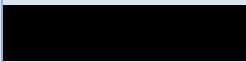
III. Order Form


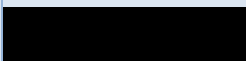

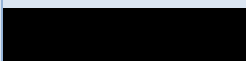
1. Contract Reference	con_24066	
2. Buyer	The Department for Education Sanctuary Buildings Great Smith Street London SW1P 3B	
3. Supplier	School of Education, Communication & Language Sciences King George VI Building Newcastle University Queen Victoria Road Newcastle upon Tyne NE1 7RU	
4. The Contract	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables.</p> <p>The Supplier shall supply the outputs and deliverables described in Annex 2 - Specification on the terms set out in this Order Form and the attached contract conditions ("Conditions") and annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in the Conditions.</p>	
	Services	As set out in Annex 2 - Specification
5. Specification	As set out in Annex 2 - Specification	
6. Start Date	19 th February 2024	
7. Expiry Date	5 th July 2024	
8. Extension Period	The Buyer may extend the Contract for a period of up to 6 Months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The Conditions of the Contract shall apply throughout any such extended period.	
9. Buyer Cause	0Any Material 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.	
10. Intellectual Property Rights	The Buyer owns all New IPR with non-exclusive Supplier rights to all New IPR.	

(“IPR”) Clauses	
11. Charges	The Charges for the Deliverables shall be as set out in Annex 3 - Charges
12. Payment	<p>Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier.</p> <p>All invoices must be sent, quoting a valid Purchase Order Number (PO Number) and any other relevant details, to: [REDACTED]</p> <p>[REDACTED]</p> <p>Accounts Payable Department for Education Sanctuary Buildings Great Smith Street London SW1P 3BT</p> <p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name, email, and telephone number) of your Buyer contact (i.e. Buyer Authorised Representative). Non-compliant invoices may be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact our Accounts Payable team by email to: [REDACTED]</p> <p>Please see further details in Annex 3 – Charges.</p>
13. Data Protection Liability Cap	In accordance with clause 0 of the Conditions, the Supplier’s total aggregate liability under clause 0 of the Conditions is no more than the Data Protection Liability Cap, being £500,000.
14. Progress Meetings and Progress Reports	<p>Please see detail in Annex 2 – specification.</p> <p>The buyer and supplier will meet on a fortnightly basis to discuss progress against milestones and delivery risks for this work package, starting the fortnight after the work commences.</p> <p>The supplier will provide three interim reports on their findings. The word documents need to provide sufficient and accessible detail to support drafting the practitioner standard and be deemed sufficient quality and approved by the Buyer. The reports</p>

	<p>will be presented at up to three meetings to early years stakeholders organised by the buyer.</p>
<p>15. Buyer Authorised Representative(s)</p>	<p>For general liaison your contact will continue to be  or, in their absence, </p>
<p>16. Supplier Authorised Representative(s)</p>	<p>For general liaison your contact will continue to be  or, in their absence, </p>
<p>17. Address for notices</p>	<p>   </p>
<p>18. Key Staff</p>	<p>From DfE:   From Newcastle: </p>
<p>19. Procedures and Policies</p>	<p>For the purposes of the Contract the:</p> <p>The Buyer’s security / data security requirements are:</p> <p> policy-dfe-informati on-security.docx</p> <p>The Buyer’s equality and diversity policy/requirements and instructions related to equality Law is:</p> <p> Public_Sector_Equality_Duty_Equality_Duty_Guidance_for_Suppliers_to_DfE.pdf</p> <p>The Buyer’s health and safety policy is:</p> <p> Health + Safety Policy Statement.do</p>

20. Special Terms	N/A
21. Incorporated Terms	<p>The following documents are incorporated into the Contract. If there is any conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> (a) The cover letter from the Buyer to the Supplier dated 04 April 2024 (b) This Order Form (c) Any Special Terms (see row 20 (Special Terms) in this Order Form) (d) Conditions (as they may be amended by Annex 5 – Optional IPR Clauses) (e) The following Annexes in equal order of precedence: <ul style="list-style-type: none"> i. Annex 1 – Processing Personal Data ii. Annex 2 - Specification iii. Annex 3 – Charges

Signed by person authorised to sign on behalf of the Secretary of State for Education:	
Signature:	
Name:	
Role:	
Date:	

Signed by a person authorised to sign on behalf of Newcastle University:	
Signature:	
Name:	
Role:	
Date:	

IV. Short form Terms (“Conditions”)

DEFINITIONS USED IN THE CONTRACT

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

<p>“Affiliates”</p>	<p>in relation to a body corporate, any other entity which directly or indirectly Controls (in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and “Controlled” shall be construed accordingly), is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;</p>
<p>“Audit”</p>	<p>the Buyer’s right to:</p> <ul style="list-style-type: none"> (a) verify the accuracy of the Charges and any other amounts payable by the Buyer under the Contract (including proposed or actual variations to them in accordance with the Contract); (b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Deliverables; (c) verify the Supplier’s and each Subcontractor’s compliance with the applicable Law; (d) identify or investigate actual or suspected breach of clauses 0 to 0 (inclusive), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations; (e) identify or investigate any circumstances which may impact upon the financial stability of the Supplier and/or any Subcontractors or their ability to provide the Deliverables; (f) obtain such information as is necessary to fulfil the Buyer’s obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; (g) review any books of account and the internal contract management accounts kept by the Supplier in connection with the Contract; (h) carry out the Buyer’s internal and statutory audits and to prepare, examine and/or certify the Buyer’s annual and interim reports and accounts; (i) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources;

“Beneficiary”	A Party having (or claiming to have) the benefit of an indemnity under this Contract;
“Buyer Cause”	has the meaning given to it in the Order Form;
“Buyer”	the person named as Buyer in the Order Form. Where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole;
“Charges”	the charges for the Deliverables as specified in the Order Form;
“Claim”	any claim which it appears that the Buyer is, or may become, entitled to indemnification under this Contract;
“Conditions”	means these short form terms and conditions of contract;
“Confidential Information”	all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which <ul style="list-style-type: none"> (a) is known by the receiving Party to be confidential; (b) is marked as or stated to be confidential; or (c) ought reasonably to be considered by the receiving Party to be confidential;
“Conflict of Interest”	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer;
“Contract”	the contract between the Buyer and the Supplier which is created by the Supplier’s counter signing the Order Form and includes the cover letter (if used), Order Form, these Conditions and the Annexes;
“Controller”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Crown Body”	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
“Data Loss Event”	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;

“Data Protection Impact Assessment”	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation”	(a) the UK GDPR, (b) the DPA 2018; (c) all applicable Law about the processing of personal data and privacy and guidance issued by the Information Commissioner and other regulatory authority; and (d) (to the extent that it applies) the EU GDPR (and in the event of conflict, the UK GDPR shall apply);
“Data Protection Liability Cap”	has the meaning given to it in row 13 of the Order Form;
“Data Protection Officer”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Data Subject 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;
“Data Subject”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Deliver”	hand over of the Deliverables to the Buyer at the address and on the date specified in the Order Form, which shall include unloading and stacking and any other specific arrangements agreed in accordance with clause 0. “Delivered” and “Delivery” shall be construed accordingly;
“Deliverables”	means the Goods, Services, and/or software to be supplied under the Contract as set out in the Order Form;
“DPA 2018”	the Data Protection Act 2018;
“EU GDPR”	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
“Existing IPR”	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
“Expiry Date”	the date for expiry of the Contract as set out in the Order Form;

“FOIA”	the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
“Force Majeure Event”	<p>any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:</p> <p>(a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Party seeking to claim relief in respect of a Force Majeure Event (the “Affected Party”) which prevent or materially delay the Affected Party from performing its obligations under the Contract;</p> <p>(b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</p> <p>(c) acts of a Crown Body, local government or regulatory bodies;</p> <p>(d) fire, flood or any disaster; or</p> <p>(e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available</p> <p>but excluding:</p> <p>(a) 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;</p> <p>(b) 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</p> <p>(c) any failure of delay caused by a lack of funds,</p> <p>and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;</p>
“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;
“Goods”	the goods to be supplied by the Supplier to the Buyer under the Contract;
“Government Data”	<p>(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:</p> <p>(i) are supplied to the Supplier by or on behalf of the Buyer; or</p>

	<p>(ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or</p> <p>(b) any Personal Data for which the Buyer is the Controller;</p>
“Indemnifier”	a Party from whom an indemnity is sought under this Contract;
“Independent Controller”	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
“Information 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”	<p>in respect of a person:</p> <p>(a) if that person is insolvent;</p> <p>(b) where that person is a company, LLP or a partnership, if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction);</p> <p>(c) if an administrator or administrative receiver is appointed in respect of the whole or any part of the person’s assets or business;</p> <p>(d) if the person makes any composition with its creditors; or</p> <p>(e) takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction;</p>
“IP Completion Day”	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;
“Joint Controller Agreement”	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Error! Reference source not found. Error! Reference source not found. of Annex 1 – Processing Personal Data;
“Joint Controllers”	Where two or more Controllers jointly determine the purposes and means of processing;
“Key Staff”	any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier;
“Law”	any law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of

	practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
“Material Breach”	a single serious breach or a number of breaches or repeated breaches (whether of the same or different obligations and regardless of whether such breaches are remedied)
“National Insurance”	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
“New IPR Items”	means a deliverable, document, product or other item within which New IPR subsists;
“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;
“Open Licence”	means any material that is published for use, with rights to access and modify, by any person for free, under a generally recognised open licence including Open Government Licence as set out at http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/ as updated from time to time and the Open Standards Principles documented at https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles as updated from time to time;
“Order Form”	the order form signed by the Buyer and the Supplier printed above these Conditions;
“Party”	the Supplier or the Buyer (as appropriate) and “Parties” shall mean both of them;
“Personal Data Breach”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires and includes any breach of Data Protection Legislation relevant to Personal Data processed pursuant to the Contract;
“Personal Data”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Prescribed Person”	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in ‘Whistleblowing: list of prescribed people and bodies’, 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies as updated from time to time;

“Processor Personnel”	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under the Contract;
“Processor”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Protective Measures”	<p>technical and organisational measures which must take account of:</p> <ul style="list-style-type: none"> (a) the nature of the data to be protected; (b) harm that might result from Data Loss Event; (c) state of technological development; (d) the cost of implementing any measures; <p>including pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;</p>
“Purchase Order Number” or “PO Number”	the Buyer’s unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the Contract;
“Rectification Plan”	<p>the Supplier’s plan (or revised plan) to rectify its Material Breach which shall include:</p> <ul style="list-style-type: none"> (a) full details of the Material Breach that has occurred, including a root cause analysis; (b) the actual or anticipated effect of the Material Breach; and (c) the steps which the Supplier proposes to take to rectify the Material Breach (if applicable) and to prevent such Material Breach from recurring, including timescales for such steps and for the rectification of the Material Breach (where applicable);
“Regulations”	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
“Request For Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	the services to be supplied by the Supplier to the Buyer under the Contract;
“Specification”	the specification for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the Order Form;

“Staff Vetting Procedures”	vetting procedures that accord with Good Industry Practice or, where applicable, the Buyer’s procedures or policies for the vetting of personnel as specified in the Order Form or provided to the Supplier in writing following agreement to the same by the Supplier from time to time;
“Start Date”	the start date of the Contract set out in the Order Form;
“Sub-Contract”	any contract or agreement (or proposed contract or agreement), other than the Contract, pursuant to which a third party: <ul style="list-style-type: none"> (a) provides the Deliverables (or any part of them); (b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or (c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
“Subcontractor”	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
“Subprocessor”	any third party appointed to process Personal Data on behalf of the Processor related to the Contract;
“Supplier Staff”	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor of the Supplier engaged in the performance of the Supplier’s obligations under the Contract;
“Supplier”	the person named as Supplier in the Order Form;
“Term”	the period from the Start Date to the Expiry Date as such period may be extended in accordance with clause 0 or terminated in accordance with the Contract;
“Third Party IPR”	intellectual property rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
“Transparency Information”	In relation to Contracts with a value above the relevant threshold set out in Part 2 of the Regulations only, the content of the Contract, including any changes to this Contract agreed from time to time, as well as any information relating to the Deliverables and performance pursuant to the Contract required to be published by the Buyer to comply with its transparency obligations, including those set out in Public Procurement Policy Note 09/21 (update to legal and policy requirements to publish procurement information on Contracts Finder) (https://www.gov.uk/government/publications/ppn-0921-requirements-to-publish-on-contracts-finder) as updated from time to time and Public Procurement Policy Note 01/17 (update to transparency principles) where applicable (https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles) as updated from time to time except for:

	(a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and (b) Confidential Information;
“UK GDPR”	has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4);
“VAT”	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
“Worker”	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-policynote-0815-tax-arrangements-of-appointees) as updated from time to time applies in respect of the Deliverables; and
“Working Day”	a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

UNDERSTANDING THE CONTRACT

In the Contract, unless the context otherwise requires:

- references to numbered clauses are references to the relevant clause in these Conditions;
- 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;
- references to “writing” include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
- a reference to any Law includes a reference to that Law as amended, extended, consolidated, replaced or re-enacted from time to time (including as a consequence of the Retained EU Law (Revocation and Reform) Act) and to any legislation or byelaw made under that Law;
- the word “including”, “for example” and similar words shall be understood as if they were immediately followed by the words “without limitation”;

any reference which, immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to section 1A of the European Union (Withdrawal) Act 2018), is a reference to (as it has effect from time to time) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement (“**EU References**”) which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time.

HOW THE CONTRACT WORKS

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.

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.

The Supplier warrants and represents that its tender (if any) and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

WHAT NEEDS TO BE DELIVERED

All Deliverables

The Supplier must provide Deliverables:

- in accordance with the Specification and the Contract;
- using reasonable skill and care;
- using Good Industry Practice;
- using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract;
- on the dates agreed; and
- that comply with all Law.

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.

Goods clauses

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

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

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

The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.

The Supplier must Deliver the Goods on the date and to the location specified in the Order Form, during the Buyer's working hours (unless otherwise specified in the Order Form).

The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.

All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.

The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.

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.

The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable endeavours to minimise these costs.

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 0. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.

The Buyer will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify the Buyer from any losses, charges, costs or expenses which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or any of its Subcontractors or Supplier Staff.

Services clauses

Late Delivery of the Services will be a default of the Contract.

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

The Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services

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.

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

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

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.

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

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.

PRICING AND PAYMENTS

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

All Charges:

- exclude VAT, which is payable on provision of a valid VAT invoice; and

- include all costs and expenses connected with the supply of Deliverables.

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

A Supplier invoice is only valid if it:

- includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer; and

- includes a detailed breakdown of Deliverables which have been delivered.

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 0. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 0.

The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer if notice and reasons are provided.

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.

THE BUYER'S OBLIGATIONS TO THE SUPPLIER

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

- the Buyer cannot terminate the Contract under clause 0;
- the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;
- the Supplier is entitled to additional time needed to deliver the Deliverables; and
- the Supplier cannot suspend the ongoing supply of Deliverables.

Clause 0 only applies if the Supplier:

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

RECORD KEEPING AND REPORTING

The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form.

The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for 7 years after the date of expiry or termination of the Contract and in accordance with the UK GDPR or the EU GDPR as the context requires.

The Supplier must allow any auditor appointed by the Buyer access to its premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the Audit.

The Buyer or an auditor can Audit the Supplier.

During an Audit, the Supplier must provide information to the auditor and reasonable co-operation at their request.

The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a Material Breach by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.

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

- tell the Buyer and give reasons;
- propose corrective action; and
- provide a deadline for completing the corrective action.

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:

- require that the Supplier provide to the Buyer (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract and the Supplier will make changes to such plan as reasonably required by the Buyer and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer on demand;
- and

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) and the consequences of termination in Clause 0 shall apply.

If there is a Material Breach, the Supplier must notify the Buyer within 3 Working Days of the Supplier becoming aware of the Material Breach. The Buyer may request that the Supplier provide a Rectification Plan within 10 Working Days of the Buyer's request alongside any additional documentation that the Buyer requires. Once such Rectification Plan is agreed between the Parties (without the Buyer limiting its rights) the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.

SUPPLIER STAFF

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

- be appropriately trained and qualified;
- be vetted in accordance with the Staff Vetting Procedures; and
- comply with all conduct requirements when on the Buyer's premises.

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

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

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

The Buyer indemnifies the Supplier against all claims brought by any person employed or engaged by the Buyer caused by an act or omission of the Buyer or any of the Buyer's employees, agents, consultants and contractors.

The Supplier shall use those persons nominated (if any) as Key Staff in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier to provide the Deliverables and shall not remove or replace any of them unless:

- requested to do so by the Buyer or the Buyer approves such removal or replacement (not to be unreasonably withheld or delayed);
- the person concerned resigns, retires or dies or is on parental or long-term sick leave; or
- the person's employment or contractual arrangement with the Supplier or any Subcontractor is terminated for material breach of contract by the employee.

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 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.

RIGHTS AND PROTECTION

The Supplier warrants and represents that:

- it has full capacity and authority to enter into and to perform the Contract;
- the Contract is entered into by its authorised representative;
- it is a legally valid and existing organisation incorporated in the place it was formed;
- 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;
- all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under the Contract and the Buyer to receive the Deliverables;
- it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
- it is not impacted by an Insolvency Event.

The warranties and representations in clause 0 and clause 0 are repeated each time the Supplier provides Deliverables under the Contract.

The Supplier indemnifies the Buyer against each of the following:

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

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

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

INTELLECTUAL PROPERTY RIGHTS ("IPRS")

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

- receive and use the Deliverables; and
- use the New IPR.

The termination or expiry of the Contract does not terminate any licence granted under this clause 0.

Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a royalty-free, non-exclusive, non-transferable licence to use, copy, and adapt any Existing IPRs and the New IPR which the Supplier reasonably requires for the purpose of fulfilling its obligations during the Term and commercially exploiting the New IPR developed under the Contract. This licence is sub-licensable to a Subcontractor for the purpose of enabling the Supplier to fulfil its obligations under the Contract, and in that case the Subcontractor must enter into a confidentiality undertaking with the Supplier on the same terms as set out in clause 0 (What you must keep confidential).

Unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR and keep this record updated throughout the Term.

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.

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 this clause 0 or otherwise agreed in writing.

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.

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

- obtain for the Buyer the rights in clause 0 without infringing any third party intellectual property rights; and

- 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.

If the Supplier is not able to resolve the IPR Claim to the Buyer's reasonable satisfaction within a reasonable time, the Buyer may give written notice that it terminates the Contract from the date set out in the notice, or where no date is given in the notice, the date of the notice. On termination, the consequences of termination in clauses 0 shall apply.

The Supplier shall not use in the Delivery of the Deliverables any Third Party IPR unless:

- the Buyer gives its approval to do so; and

- one of the following conditions applies:

 - the owner or an authorised licensor of the relevant Third Party IPR has granted the Buyer a direct licence that provides the Buyer with the rights in clause 0; or

 - if the Supplier cannot, after commercially reasonable endeavours, obtain for the Buyer a direct licence to the Third Party IPR as set out in clause 0:

 - the Supplier provides the Buyer with details of the licence terms it can obtain and the identity of those licensors;

the Buyer agrees to those licence terms; and

the owner or authorised licensor of the Third Party IPR grants a direct licence to the Buyer on those terms; or

the Buyer approves in writing, with reference to the acts authorised and the specific intellectual property rights involved.

In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Buyer and the ordering of any Deliverable under it, does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.

ENDING THE CONTRACT

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

The Buyer 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

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 0 applies.

When the Buyer can end the Contract

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 and the consequences of termination in Clause 0 shall apply:

there's a Supplier Insolvency Event;

the Supplier is in Material Breach of the Contract;

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;

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;

the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them; or

the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables.

If any of the events in 73(1) (a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate the Contract and clauses 0 to 0 apply.

What happens if the Contract ends

Where the Buyer terminates the Contract under clause 0, 0, 0, 0, or Paragraph **Error! Reference source not found.** of **Error! Reference source not found.** **Error! Reference source not found.** of Annex 1 – Processing Personal Data (if used), all of the following apply:

- the Supplier is responsible for the Buyer's reasonable costs of procuring replacement Deliverables for the rest of the term of the Contract;
- the Buyer's payment obligations under the terminated Contract stop immediately;
- accumulated rights of the Parties are not affected;
- the Supplier must promptly delete or return the Government Data except where required to retain copies by Law;
- the Supplier must promptly return any of the Buyer's property provided under the Contract;
- 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; and
- the Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry.

The following clauses survive the expiry or termination of the Contract: 0, 0, 0, 0, 0, 0, 0, 0, 0, 0, 0, 0, 0, 0 and 0 and any clauses which are expressly or by implication intended to continue.

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

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.

Where the Buyer terminates the Contract in accordance with clause 0 or the Supplier terminates the Contract under clause 0 or 0:

- the Buyer must promptly pay all outstanding charges incurred by the Supplier;
 - the Buyer must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated; and
- clauses 0 to 0 apply.

The Supplier also has the right to terminate the Contract in accordance with Clauses 0 and 0.

Partially ending and suspending the Contract

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.

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.

The Parties must agree (in accordance with clause 0) any necessary variation required by clause 0, but the Supplier may not either:

reject the variation; or

increase the Charges, except where the right to partial termination is under clause 0.

The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under clause 0.

HOW MUCH YOU CAN BE HELD RESPONSIBLE FOR

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.

No Party is liable to the other for:

any indirect losses; and/or

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

In spite of clause 0, neither Party limits or excludes any of the following:

its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;

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

any liability that cannot be excluded or limited by Law.

In spite of clause 0, the Supplier does not limit or exclude its liability for any indemnity given under clauses 0, 0, 0, or 0.

In spite of clause 0, the Buyer does not limit or exclude its liability for any indemnity given under clause 0.

Notwithstanding clause 0, but subject to clauses 0 and 0, the Supplier's total aggregate liability under clause 0 shall not exceed the Data Protection Liability Cap.

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.

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.

OBEYING THE LAW

The Supplier, in connection with provision of the Deliverables:

is expected to meet and have its Subcontractors meet the standards set out in the Supplier Code of Conduct:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.pdf) as such Code of Conduct may be updated from time to time, and such other sustainability requirements as set out in the Order Form. The Buyer also expects to meet this Code of Conduct;

must comply with the provisions of the Official Secrets Acts 1911 to 1989 and section 182 of the Finance Act 1989;

must support the Buyer in fulfilling its Public Sector Equality duty under section 149 of the Equality Act 2010;

must comply with the model contract terms contained in (a) to (m) of Annex C of the guidance to [PPN 02/23 \(Tackling Modern Slavery in Government Supply Chains\)](#),¹ as such clauses may be amended or updated from time to time; and

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>, as updated from time to time.

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.

The Supplier must appoint a compliance officer who must be responsible for ensuring that the Supplier complies with Law, clause 0 and clauses 0 to 0.

DATA PROTECTION AND SECURITY

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

The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies via secure encrypted method upon reasonable request.

The Supplier must ensure that any Supplier, Subcontractor, or Subprocessor system holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified in the Order Form or otherwise in writing by the Buyer (where any such requirements have been provided).

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

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

¹ <https://www.gov.uk/government/publications/ppn-0223-tackling-modern-slavery-in-government-supply-chains>

tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or

restore the Government Data itself or using a third party.

The Supplier must pay each Party's reasonable costs of complying with clause 0 unless the Buyer is at fault.

The Supplier:

must provide the Buyer with all Government Data in an agreed format (provided it is secure and readable) within 10 Working Days of a written request;

must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;

must securely destroy all storage media that has held Government Data at the end of life of that media using Good Industry Practice, other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are Independent Controllers or Joint Controllers;

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, other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are Independent Controllers or Joint Controllers; and

indemnifies the Buyer against any and all losses incurred if the Supplier breaches clause 0 or any Data Protection Legislation.

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

“Controller” in respect of the other Party who is “Processor”;

“Processor” in respect of the other Party who is “Controller”;

“Joint Controller” with the other Party;

“Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under the Contract and shall specify in Part A Authorised Processing Template of Annex 1 – Processing Personal Data which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

Where a Party is a Processor, the only processing that the Processor is authorised to do is listed in Part A Authorised Processing Template of Annex 1 – Processing Personal Data by the Controller and may not be determined by the Processor. The term “processing” and any associated terms are to be read in accordance with Article 4 of the UK GDPR and EU GDPR (as applicable).

The Processor must notify the Controller immediately if it thinks the Controller's instructions breach the Data Protection Legislation.

The Processor must give all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment before starting any processing, which may include, at the discretion of the Controller:

- a systematic description of the expected processing and its purpose;
- the necessity and proportionality of the processing operations;
- the risks to the rights and freedoms of Data Subjects; and
- the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.

The Processor must, in relation to any Personal Data processed under this Contract:

process that Personal Data only in accordance with Part A Authorised Processing Template of Annex 1 – Processing Personal Data unless the Processor is required to do otherwise by Law. If lawful to notify the Controller, the Processor must promptly notify the Controller if the Processor is otherwise required to process Personal Data by Law before processing it.

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

Ensure that:

the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Part A Authorised Processing Template of Annex 1 – Processing Personal Data);

it uses best endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

are aware of and comply with the Processor's duties under this clause 0;

are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;

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

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

the Processor must not transfer Personal Data outside of the UK and/or the EEA unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

the transfer is in accordance with Article 45 of the UK GDPR (or section 74A of DPA 2018) and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or

the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) and/or the transfer is in accordance with Article 46 of the EU GDPR (where applicable) as determined by the Controller which could include relevant parties entering into:

where the transfer is subject to UK GDPR:

the International Data Transfer Agreement (the “**IDTA**”), as published by the Information Commissioner's Office from time to time under section 119A(1) of the DPA 2018 as well as any additional measures determined by the Controller;

the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time (“**EU SCCs**”), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the “**Addendum**”) as published by the Information Commissioner's Office from time to time; and/or

where the transfer is subject to EU GDPR, the EU SCCs, as well as any additional measures determined by the Controller being implemented by the importing party;

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

the Processor meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

the Processor complies with the Controller's reasonable prior instructions about the processing of the Personal Data.

The Processor must at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

The Processor must notify the Controller immediately if it:

receives a Data Subject Access Request (or purported Data Subject Access Request);

receives a request to rectify, block or erase any Personal Data;

receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;

receives a request from any third Party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law; and

becomes aware of a Data Loss Event.

Any requirement to notify under clause 0 includes the provision of further information to the Controller in stages as details become available.

The Processor must promptly provide the Controller with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 0. This includes giving the Controller:

full details and copies of the complaint, communication or request;

reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;

any Personal Data it holds in relation to a Data Subject on request;

assistance that it requests following any Data Loss Event; and

assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office or any other regulatory authority.

The Processor must maintain full, accurate records and information to show it complies with this clause 0. This requirement does not apply where the Processor employs fewer than 250 staff, unless either the Controller determines that the processing:

is not occasional;

includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or

is likely to result in a risk to the rights and freedoms of Data Subjects.

The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.

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

notify the Controller in writing of the intended Subprocessor and processing;

obtain the written consent of the Controller;

enter into a written contract with the Subprocessor so that this clause 0 applies to the Subprocessor; and

provide the Controller with any information about the Subprocessor that the Controller reasonably requires.

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

The Parties agree to take account of any guidance issued by the Information Commissioner's Office or any other regulatory authority.

Joint Controllers of Personal Data

In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in **Error! Reference source not found. Error! Reference source not found.** of Annex 1 – Processing Personal Data.

Independent Controllers of Personal Data

In the event that the Parties are Independent Controllers in respect of Personal Data under the Contract, the terms set out in **Error! Reference source not found. Error! Reference source not found.** of Annex 1 – Processing Personal Data shall apply to this Contract.

WHAT YOU MUST KEEP CONFIDENTIAL

Each Party must:

keep all Confidential Information it receives confidential and secure;

not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract; and

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

In spite of clause 0, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:

where disclosure is required by applicable Law if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;

if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;

if the information was given to it by a third party without obligation of confidentiality;

if the information was in the public domain at the time of the disclosure;

if the information was independently developed without access to the disclosing Party's Confidential Information;

on a confidential basis, to its auditors or for the purposes of regulatory requirements;

on a confidential basis, to its professional advisers on a need-to-know basis; and

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.

The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.

The Buyer may disclose Confidential Information in any of the following cases:

on a confidential basis to the employees, agents, consultants and contractors of the Buyer;

on a confidential basis to any Crown Body, any successor body to a Crown Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;

if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;

where requested by Parliament; and

under clauses 0 and 0.

For the purposes of clauses 0 to 0 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 0.

Transparency Information, and Information which is exempt from disclosure by clause 0 is not Confidential Information.

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

WHEN YOU CAN SHARE INFORMATION

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

In accordance with a reasonable timetable and in any event within 5 Working Days of a request from the Buyer, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:

comply with any Request For Information

if the Contract has a value over the relevant threshold in Part 2 of the Regulations, comply with any of its obligations in relation to publishing Transparency Information.

To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a Request For Information and may talk to the Supplier to help it decide whether to publish information under clause 0. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion.

INSURANCE

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

INVALID PARTS OF THE CONTRACT

If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable for any reason, such provision or part-provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract. The provisions incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements, or agreements whether written or oral. No other provisions apply.

OTHER PEOPLE'S RIGHTS IN THE CONTRACT

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

CIRCUMSTANCES BEYOND YOUR CONTROL

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:

provides written notice to the other Party; and

uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

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

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 and the consequences of termination in Clauses 0 to 0 shall apply.

Where a Party terminates under clause 0:

each Party must cover its own losses; and

clauses 0 to 0 apply.

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.

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.

TRANSFERRING RESPONSIBILITIES

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

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.

When the Buyer uses its rights under clause 0 the Supplier must enter into a novation agreement in the form that the Buyer specifies.

The Supplier can terminate the Contract novated under clause 0 to a private sector body that is experiencing an Insolvency Event.

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

SUPPLY CHAIN

The Supplier cannot sub-contract the Contract or any part of it without the Buyer's prior written consent.

The Supplier shall provide the Buyer with the name of any Subcontractor the Supplier proposes to engage for the purposes of the Contract. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. If the Buyer does not communicate a decision to the Supplier within 10 Working Days of the request for consent then its consent will be deemed to have been given. The Buyer may reasonably withhold its consent to the appointment of a Subcontractor if it considers that:

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

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

- their name;
- the scope of their appointment; and
- the duration of their appointment.

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

For Sub-Contracts in the Supplier's supply chain entered into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract:

- where such Sub-Contracts are entered into after the Start Date, the Supplier will ensure that they all contain provisions that; or
- where such Sub-Contracts are entered into before the Start Date, the Supplier will take all reasonable endeavours to ensure that they all contain provisions that:
 - allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
 - require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and

allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.

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

- there is a change of control within the meaning of Section 450 of the Corporation Tax Act 2010 of a Subcontractor which isn't pre-approved by the Buyer in writing;
- the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 0;
- a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer;
- the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; and/or
- the Buyer has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Regulations.

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

CHANGING THE CONTRACT

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

HOW TO COMMUNICATE ABOUT THE CONTRACT

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

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

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

DEALING WITH CLAIMS

If a Beneficiary becomes aware of any Claim, then it must notify the Indemnifier as soon as reasonably practical.

at the Indemnifier's cost the Beneficiary must:

- allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim;
- give the Indemnifier reasonable assistance with the Claim if requested; and
- not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.

The Beneficiary must:

consider and defend the Claim diligently and in a way that does not damage the Beneficiary's reputation; and

not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

PREVENTING FRAUD, BRIBERY AND CORRUPTION

The Supplier shall not:

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

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.

The Supplier shall take all reasonable endeavours (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with Good Industry Practice, to prevent any matters referred to in clause 0 and any fraud by the Supplier Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify the Buyer immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.

If the Supplier notifies the Buyer as required by clause 0, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

If the Supplier or the Supplier Staff engages in conduct prohibited by clause 0 or commits fraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:

require the Supplier to remove any Supplier Staff from providing the Deliverables if their acts or omissions have caused the default; and

immediately terminate the Contract and the consequences of termination in Clause 0 shall apply.

EQUALITY, DIVERSITY AND HUMAN RIGHTS

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

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

any other requirements and instructions which the Buyer reasonably imposes related to equality Law.

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

HEALTH AND SAFETY

The Supplier must perform its obligations meeting the requirements of:

- all applicable Law regarding health and safety; and
- the Buyer's current health and safety policy while at the Buyer's premises, as provided to the Supplier.

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.

ENVIRONMENT AND SUSTAINABILITY

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

- meet, in all material respects, the requirements of all applicable Laws regarding the environment; and
- comply with its obligations under the Buyer's current environmental policy, which the Buyer must provide, and make Supplier Staff aware of such policy.

TAX

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.

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

- comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
- indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

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

- the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 0, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
- 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;

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 0 or confirms that the Worker is not complying with those requirements; and

the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

CONFLICT OF INTEREST

The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual, potential or perceived Conflict of Interest.

The Supplier must promptly notify and provide details to the Buyer if an actual, potential or perceived Conflict of Interest happens or is expected to happen.

The Buyer will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such measures do not or will not resolve an actual or potential conflict of interest, the Buyer may terminate the Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest and Clauses 0 to 0 shall apply.

REPORTING A BREACH OF THE CONTRACT

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 0, or clauses 0 to 0.

The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 0 to the Buyer or a Prescribed Person.

FURTHER ASSURANCES

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

RESOLVING DISPUTES

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

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 0 to 0.

Unless the Buyer refers the dispute to arbitration using clause 0, the Parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction. :

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.

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 0, 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 0.

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

WHICH LAW APPLIES

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

V. Annex 1 – Processing Personal Data**Part A Authorised Processing Template**

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

The contact details of the Controller's Data Protection Officer are: Emma Wharram,
Emma.wharram@education.gov.uk

The contact details of the Processor's Data Protection Officer are: rec-man@newcastle.ac.uk

The Processor shall comply with any further written instructions with respect to processing by the Controller.

Any such further instructions shall be incorporated into this Annex.

Description of authorised processing	Details
Identity of Controller and Processor / Independent Controllers / Joint Controllers for each category of Personal Data	n/a
Subject matter of the processing	There will be no processing of personal data by the supplier for the purposes of this contract.
Duration of the processing	n/a
Nature and purposes of the processing	n/a
Type of Personal Data being processed	n/a
Categories of Data Subject	n/a
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	n/a

<p>Locations at which the Supplier and/or its Subcontractors process Personal Data under this Contract and International transfers and legal gateway</p>	<p>n/a</p>
<p>Protective Measures that the Supplier and, where applicable, its Subcontractors have implemented to protect Personal Data processed under this Contract against a breach of security (insofar as that breach of security relates to data) or a Data Loss Event</p>	<p>n/a</p>

VI. Annex 2 – Specification

Rapid evidence review of Early Years Speech, Language and Communication by Newcastle University School of Education, Communication and Language Sciences: Specification

Background to the requirement

1. In the SEND and Alternative Provision (AP) Improvement Plan the Department for Education (DfE, ‘**the buyer**’) committed to producing Practitioner Standards (formerly known as Practice Guides), **to pull together the best available evidence of what works to identify and meet** special educational needs, from early years to further education. The practitioner standards are part of a wider framework of SEND and AP national standards that will provide clarity on the support children with SEND and in AP should be receiving and who should be working together to deliver this.
2. As part of this, DfE is developing a first SEND and AP practitioner standard on Early Years (EY) speech, language and communication needs (SLCN). The aim of the practitioner standard is to improve the confidence and capability of EY practitioners (particularly staff working in nurseries and reception), to identify and meet the needs of children (age 0-5) with speech, language and communication needs (SLCN). It will do this by drawing together the best available evidence of ‘what works’ to support children with SLCN and by making this accessible to the mainstream (non-specialist) workforce.
3. The findings of our own literature review suggest there are several interventions at the universal, targeted and specialist levels that can impact positively on outcomes for children with SLCN. However, most of the literature we have seen focuses on individual interventions and it is therefore difficult to draw conclusions about their relative efficacy. DfE therefore seeks to commission an external evidence review to help us compare and rank the interventions according to the quality of their evidence, their impact on improving outcomes for children with different levels of need, and (where possible) their cost-effectiveness.

Description of Requirement

4. A rapid review of the evidence on supporting early years speech, language and communication needs, and a series of recommendations for practice to help practitioners select, test and adapt the most appropriate approaches depending on their assessment of a child’s needs, across each of the following topics (work packages, **detail in paras 11-34**):
 - I. **Work package 1:** Measures and tools for identifying potential speech, language and communication needs during formative assessment.
 - II. **Work package 2:** Approaches to supporting children with speech, language and communication needs at universal, targeted and specialist levels.
 - III. **Work package 3:** Working in collaboration with speech and language therapists, health visitors, Education Psychologists and parents from the perspective of non-specialist staff working in early years settings.
5. With regards to topics 1 and 2, we require the supplier to set out criteria for identifying the effectiveness of specific tools and approaches (including such factors as the level and quality of the evidence and

their impacts and outcomes on children with SLCN / effect sizes) and to identify those tools and approaches which pass this threshold (and those which do not). Given the limited evidence available on costs, cost effectiveness does not need to be reflected in the criteria, but we expect the supplier to identify any of the evidence on costs they come across in their review.

Scope

6. Age of cohort: We expect the tools, strategies and interventions to be appropriate for the 0-5 cohort, and broken down to distinguish their relevance to sub-age groups within that cohort: e.g. 0-12 months, 12 months – 3 years, 3 years to 5 years (or other breakdown to be determined by supplier). We would expect where evidence is inclusive of these age ranges but also applicable to older children that the supplier include this in the review.

7. Types of need: The review will cover the tools, strategies and interventions applicable to the following needs:

Need	What's in scope for this review	What's not in scope for this review
Language needs	<ul style="list-style-type: none"> • Understanding and talking, including semantics (vocabulary), syntax (grammar) and morphology (word endings). • All early years language needs (expressive and/or receptive) that can benefit from universal and targeted provision. • Recommendations about how to work collaboratively with specialist services to identify children with language needs. • EY language needs among children who speak English as an additional language. 	<p>Although the supplier will make recommendations for best practice for identifying and supporting children who speak languages other than English, the supplier will not include in the review research interventions or identification tools for all the different languages spoken in the UK.</p>
Speech needs	<ul style="list-style-type: none"> • Phonological and articulation challenges, including typical sequence of development of English speech sound and common immaturities in terms of articulation (eg lisp) and phonological processes (eg fronting, stopping etc). • Speech Needs that would otherwise require specialist support but benefit from targeted strategies used by EY practitioners to reduce the risk of long-term negative consequences. • Speech Sound Disorders – (problems pronouncing words clearly) where the evidence 	<p>Voice: problems with the quality, loudness and pitch of a child's voice over a prolonged period of time. We have agreed to exclude this as it is an extremely rare disorder, the evidence base is weak and where the disorder is present it usually requires referral to a specialist</p>

	<p>suggests phonological awareness interventions can reduce the risk of later literacy difficulties. This is important due to the link with Phonics – children won't be able to 'hear' and produce sounds not in their development repertoire.</p> <ul style="list-style-type: none"> • Dysfluency – communication strategies used in the classroom can reduce the risk of persisting disfluency (or stammer) and of anxiety and socio-emotional difficulties. 	
<p>Communication needs</p>	<ul style="list-style-type: none"> • While the review will focus on language and speech interventions, it will also cover universal strategies aimed broadly at SLCN (and not just speech-specific and language-specific strategies). However, it will not include a specific review for communication outcomes. 	<p>Social communication difficulties, including: basic aspects of communication such as attention and listening skills as well as other pragmatic skills such as turn talking and interaction.</p>

- 8. Target audience:** The practitioner standard is aimed at mainstream (i.e. non-specialist) staff in private, voluntary and independent nurseries and nurseries attached to schools (which we will refer to as EY 'settings'). Hence all identification tools, support/intervention approaches must be applicable to universal and/or targeted delivery.
- 9. Types of interventions:** Since the target audience for the practitioner standard is non-specialist EY practitioners, the evidence review should focus on effective interventions/strategies/approaches that non-specialist EY practitioners can implement. Our understanding is that these will be universal and targeted interventions/strategies/approaches, rather than specialist ones, and therefore we do not need a detailed review of the effectiveness of specialist interventions. However as the boundaries between universal, targeted and specialist interventions can be fluid the review will provide a broad understanding of what specialist interventions are. The review of interventions should therefore include specialist interventions when these are relevant to EY practitioners understanding:
- I. That a range of interventions/strategies/approaches exist (across the universal, targeted and specialist spectrum)
 - II. In what circumstances practitioners should consider referring a child to a specialist (i.e. when universal and targeted approaches are not producing results, and if there are certain needs that might require specialist support straight away).
- 10. Evidence:** All the literature reviewed will be published in the last 10 years.

Work packages and their outputs

11. The work will involve 3 work packages (WP) to meet each of the 3 areas outlined in the evidence review brief: Identification, Support and Working with others. As this work will directly inform the practitioner standard, the supplier will make a series of recommendations for practice within each WP. Each work package will run in tandem, with 1 and 3 reporting first and 3 last (see Deliverables and Working Arrangements)

Work package 1

Aims

12. Work package 1 will identify and compare the effectiveness of different measures and tools for identifying potential speech and language needs during formative assessment.

Research questions

13. This work package will answer the following research questions:

- I. Which measurement tools are available to early years practitioners to identify children's speech, language and communication needs across the early years?
- II. What are the performance parameters of these measurement tools? (e.g. reliability/ validity/ specificity)
- III. Which measurement tools are most appropriate for use by staff in EY settings/ what are the advantages and disadvantages of the different tools?
- IV. How can these tools be used to guide decisions regarding the provision of Universal, Targeted or Specialist support? What profiles of need require specialist approaches?
- III. Which profiles of difficulty are likely to require immediate specialist referral?

Methodology

14. A desk-based review of available measures and tools for identifying SLCN in early childhood by non-specialist staff and provide an overview of each considering key characteristics such as:

- Target area(s) (speech, language and/or communication)
- Target age range
- Format (including key components of the assessment i.e. parent-report/observation/dynamic assessment)
- Psychometric information including where available reliability and validity, sensitivity/specificity and NPV/PPV
- Standardisation
- Level of delivery complexity
- Scoring and interpretation
- Appropriateness for use across contexts
- Ability to track progress over time

15. The supplier will use the desk based review to set out criteria for assessing the effectiveness of identification tools / measures (including such factors as the level and quality of the evidence, their sensitivity/specificity and the extent to which they can be used by non-specialist EY staff) and to identify those tools which pass this threshold (and those which do not). Given the limited evidence available on costs, cost effectiveness does not need to be reflected in the criteria, but we expect the supplier to identify any of the evidence on costs they come across in their review.

Outputs of WP1

- 16.** A narrative synthesis of the desk based review of effectiveness of different measures and tools for identifying potential speech and language needs during formative assessment. This will include comparison of the identification measures identified in the review, including extent to which they:
- i. Are able to identify different types of need (i.e. across the broad categories of language, speech and communication) e.g. expressive language needs, phonological challenges, etc.
 - ii. Can be used with children of different ages, and (relatedly) to track an individual child's progress over time.
 - iii. Can be used by (non-specialist) staff in EY settings
- 17.** A list of the identification tools/measures that meet the criteria set out by the supplier for assessing the effectiveness of the identification tools/measures (and a list of those tools/measures included in the review that do not).
- 18.** We expect the supplier to review, at a minimum:
- i. Early Language Identification Measures (ELIM)
 - ii. Language Screen
 - iii. Wellcomm
 - iv. Progress checker
 - iv. Infant Language Link
 - v. ECAT
- 19.** A glossary, setting out the different types of needs that can be identified using the tools/measures, to help the Department for Education (and practitioners) understand their applicability.
- 20.** Conclusions and recommendations about the appropriateness of the identification tools/measures for use by practitioners and how they can help to inform decision-making regarding Universal, Targeted and Specialist approaches.
- 21.** In case none of the tools/measures have all of the characteristics that would make for an effective tool for staff in EY settings to identify SLCN and track children's progress, the supplier will (a) provide recommendations to practitioners on best practices in the absence of a screening tool that meets all of the effectiveness criteria (e.g. combining use of the tools with the observation checkpoints in Development Matters, etc.), and (b) provide their views, based on the work set out in this spec (rather than through any additional cost-benefit analysis etc) on the potential value of developing a new screening tool.

Work package 2

Aims

- 22.** Work package 2 will identify the effectiveness of different approaches to supporting children with speech and language needs at universal, targeted and specialist levels.

Research questions

- 23.** This work package will answer the following research questions:

- I. What interventions are effective at addressing different types of need (across speech, language and communication) for children at different points across the 0-5 age range? (e.g. 0-12 months, 1-3 years, 3-5 years) and with what size of effect.
- II. What is the most appropriate level of delivery (universal, targeted, specialist) for each of these interventions?
- III. What approaches to supporting children with speech, language and communication needs are associated with each intervention?
- IV. What types of children (with what types of need) appear to respond most to the different types of approach / intervention?
- V. What recommendations for practice flow from this analysis? In particular, what advice can we give practitioners to help them to select the most relevant intervention / approach in individual cases.

Methodology

24. The team will identify the effectiveness of different approaches to supporting children with SLCN at universal, targeted and specialist levels using the following methodology:

- I. A "review of reviews" of recent systematic reviews of interventions for children with speech and/or language difficulties to identify the intervention studies published in English in the last 10 years included in those reviews which use quasi-experimental and/or randomised controlled trial methods.
- II. Systematically review the intervention studies identified in the review of reviews and provide a comparative analysis of the relative efficacy of the interventions to support practitioners and settings to evaluate the fit and feasibility of the interventions to their settings and pupils.
- III. Supplement the list of intervention studies through consultation with expert practitioner and research networks for studies published after the dates of the reviews.
- IV. Using the TIDieR framework for Intervention Description and Replication, summarise and categorise the interventions according to:
 - i. The age (and other characteristics) of the children concerned
 - ii. The needs addressed by the interventions (speech or language, and types of need within each of these broad categories),
 - iii. The level of delivery (Universal, Targeted, Specialist),
 - iv. The costs of the intervention (where this information is available)
 - v. The broad typology of approaches used within each intervention**.
 - vi. The level and quality of the evidence
 - vii. The effect sizes

25. **In assigning the broad typologies to each intervention, the supplier will:

- Describe each type of approach (e.g. adult-child interaction, dialogic book reading, direct instruction, etc.) in as much detail as possible, and in a way that is clear and accessible to a non-specialist audience.
- Be transparent about how they have assigned the broad typology to each intervention. This should include setting out when an intervention/programme includes multiple approaches and, if possible, which are more dominant.
- Identify if there is substantial uncertainty about the approach types used in a particular intervention/programme.
- Be open to discuss / revisit the typology if/where stakeholders provide feedback suggesting amendments to the typology for specific interventions.

26. The supplier will set out criteria for assessing the effectiveness of specific interventions/approaches (including such factors as the level and quality of the evidence and their impacts and outcomes on children with SLCN / effect sizes) and to identify those interventions/approaches which pass this threshold (and those which do not). Given the limited evidence available on costs, cost effectiveness does not need to be reflected in the criteria, but we expect the supplier to identify any of the evidence on costs they come across in their review.

Outputs of WP2

27. A comparative overview [e.g. in the form of a table] summarising the results of the systematic review (using the TIDieR framework) of interventions at each level of delivery (Universal, Targeted and Specialist), including the variables listed **at 24 IV**.

28. The criteria used to assess the effectiveness of interventions, and a list of those interventions /approaches which pass the threshold and those which do not.

29. Conclusions that can be drawn from the analysis of the interventions regarding the effectiveness of different approaches to supporting children with SLCN at Universal and Targeted levels.

30. An assessment of the most important gaps in the evidence base and any recommendations for addressing these gaps.

Work package 3

Aims

31. This work package will identify effective models for collaborating with specialists (speech and language therapists, health visitors and educational psychologists) as well as parent-carers from the perspective of non-specialist staff working in nurseries and reception.

Research questions

32. This work package will answer the following research questions:

- I. What examples are there of different models of collaboration between EY settings with other professionals for identifying and providing support for children's SLCN. These other professionals include:
 - a. SLTs
 - b. Health Visitors
 - c. Educational Psychologists
 - d. Parents
- II. What examples are there of different models of collaboration between EY settings and parents/carers for identifying and providing support for children's SLCN?

- III. What recommendations can be made about optimal components and characteristics of collaboration between EY settings, other professionals and parents/carers to support identification and intervention for children's SLCN?

Methodology:

33. The methodology for this work package will involve:

- I. A database search for peer-reviewed evidence published in the last 10 years, and a search of grey literature, including doctoral thesis and reports using the same parameters.
- II. Using professional networks to identify partnership working projects that have been evaluated or are in progress using a snowball sampling process
- III. Holding a discussion with us to agree on the content of the case studies prior to carrying out work.
- IV. All sources (publications and case-studies) will be described with respect to the evidence/theoretical base;
 - Target cohort characteristics;
 - Evidence of knowledge exchange;
 - Training content and availability;
 - Assessment and intervention content;
 - Effectiveness;
 - Evidence of sustainability/normalisation;
 - Flexibility and tracking through universal, targeted, specialist intervention pathways.

Outputs of WP3

34. A report setting out what the evidence suggests are effective models of collaboration between EY settings and other professionals, and parent-carers, detailing:

- i. The evidence/theoretical base, aims of projects that have explored this questions, co-design elements, participants, evaluation in progress, results that groups are willing/able to share.
- ii. The narrative synthesis will include a series of case studies that the supplier agrees to discuss with the buyer in advance.
- iii. A series of recommendations for working with others that are feasible and relevant to practitioners but are framed within the context of local service infrastructures and pathways.

Deliverables and working arrangements

35. See delivery in table 1 for an overview of the deliverables against the milestones.

Milestone	Description	Deadline
1	<p>The first in a series of fortnightly progress meetings: The buyer and supplier will meet on a fortnightly basis to discuss what the supplier is learning as their work progresses to provide useful insights into the buyer's drafting of the practitioner standard. Similarly, the buyer will also share the progress on drafting of the practitioner standard to help the supplier contextualise how the findings from their review will be used.</p>	Starting on the week commencing 11th March 2024
2	<p>Findings for work packages 1 and 3: To allow the buyer to meet their deadline for drafting the practitioner standard the supplier will submit the complete written findings for work packages 1 and 3. This will include all of the outputs detailed in paras 16-21 and 34</p> <p>Interim findings for work package 2: Given the buyer's deadline for drafting the practitioner standard and the more labour intensive process by which the supplier needs to review effectiveness of different approaches to support SLCN at the universal and targeted level, the supplier will submit preliminary findings on work package 2. This will include as a minimum a list of interventions, tools and strategies reviewed and the accompanying extracted data used to categorise these. The supplier is not expected to have completed the full synthesis work for this work package, as set out in paras 27-30 at this stage.</p>	30 th April 2024
3	<p>Findings for work package 2: the supplier will submit complete written findings for work packages 2. This will include all of the outputs detailed in paras 27-30.</p>	25 th May 2024

4	<p>Final report: A final report with all the findings from the review will be submitted to the buyer. This will synthesize the findings across all three WPs and set out a full list of recommendations. It will also include a detailed overview of the review methodology in a manner enabling replication for future iterations of the review.</p> <p>Stakeholder engagement: The supplier will present a summary of the findings of the final report to a meeting of early years stakeholders convened by the buyer at a date to be agreed between the buyer and supplier but no later than the end of the contract. The supplier will be expected to lead the presentations at the stakeholder meeting whilst the buyer will be expected to coordinate the meetings.</p>	<p>Draft Final Report week commencing 3rd June</p> <p>Final, signed off Final Report (or abridged version to be agreed by the Supplier and the Buyer for publication by the Department) week commencing 1st July</p>
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Table 1

	Feb		March				April					May				June			July		
Week no.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
Date	19th	26th	4th	11th	18th	25th	1st	8th	15th	22nd	29th	6th	13th	20th	27th	3rd	10th	17th	24th	1st	
Progress meeting																					
Stakeholder meeting																					
WP1																					
Desk based review											Report findings										
WP2																					
Review of reviews and TIDIER summary											Initial reporting			Report findings							
WP3																					
Scoping review and finding case study examples											Report findings										
Final report																Draft final report					Final report submitted

Other working arrangements

36. The supplier will have responsibility for recruitment and oversight of the team employed to do the review, ensuring that they meet the deliverables as set out in table 1.

Contract period

37. The contract will be in place between 19th February – 5th July 2024

GDPR considerations

38. The evidence review won't share any personal data with DfE, stakeholders or affiliates.

Publication

39. Unless otherwise agreed between the Supplier and the Buyer, the Supplier's Final Report (or an abridged version of this to be agreed by the Supplier and the Buyer) shall be published by the Department on the Department's research website.

40. The Supplier shall ensure that the Final Report (or the abridged version agreed by the Supplier and the Buyer for publication by the Department) adheres to the Department's Style Guide and MS Word Template, available to download from: <https://www.gov.uk/government/publications/research-reports-guide-and-template>.

41. The intended publication date of the Final Report (or abridged version agreed by the Supplier and the Buyer) will be no earlier than 1 August 2024. Unless otherwise agreed between the Supplier and the Buyer the Supplier shall supply the Buyer with a draft for comment at least eight weeks before the intended publication date (i.e. by 6 June 2024).

42. The Supplier shall consider revisions to the drafts in the light of the Department's comments. The Supplier shall provide a final, signed off Final Report no later than four weeks before the intended publication date (i.e. by 4 July 2024).

43. Until the date of publication, findings from all Project outputs shall be treated as confidential. The Supplier shall not release findings to the press or disseminate them in any way or at any time prior to publication without approval of the Department.

44. Where the Supplier wishes to issue a Press Notice or other publicity material containing findings from the Project, notification of plans, including timing and drafts of planned releases shall be submitted by the Supplier to the Buyer at least three weeks before the intended date of release and before any agreement is made with press or other external audiences, to allow the Department time to comment. All Press Notices released by the Department or the Supplier shall state the full title of the evidence review and include a hyperlink to the Department's webpages, to access the publication/s. This clause applies at all times prior to publication of the final report.

45. Where the Supplier wishes to present findings from the Project in the public domain, for example at conferences, seminars, or in journal articles, the Supplier shall notify the Department before any agreement is made with external audiences, to allow the Department time to consider the request. The Supplier shall only present findings that will already be in the public domain at the time of presentation,

unless otherwise agreed with the Department. This clause applies at all times prior to publication of the final report.

VII. Annex 3 – Charges**1. Total project costs**

Charges	Total
Directly Incurred Costs	£28,407.00
Directly Allocated costs	£5,078.00
Indirect Costs	£33,388.00
Grand Total (excluding VAT)	£66,873.00

2. Charges Schedule

Date	Charge	Task
19 th Feb - 31 st March 2024	£16,968	Fortnightly progress meetings until 31 st March
31 st March – 5 th July 2024	£50,905	<ul style="list-style-type: none"> • Fortnightly progress meetings until 20th May • Findings for work packages 1 and 3 • Interim findings for work package 2 • Findings for work package 2 • Final report • Stakeholder engagement meeting

- 2.1. Charges allocated to a particular task in the Charges Schedule are available for that task only. Charges allocated to a particular financial year of the Buyer are available for that financial year only. The allocation of Charges in the Table may not be altered except with the prior written consent of the Buyer.
- 2.2. The Supplier shall maintain full and accurate accounts for the Deliverables against the task headings set out in Annex 2. Input and output VAT shall be included as separate items in such accounts.
- 2.3. The Buyer reserves the right to have such staff or agents carry out examinations into the economy, efficiency and effectiveness with which the Supplier has used the Buyer's resources in the performance of this Contract.

- 2.4. Invoices shall be prepared by the Supplier on the invoice dates specified in the Charges Schedule at paragraph 2 in arrears and shall be detailed against the task headings set out in the Charges Schedule. The Supplier or its nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Supplier in provision of the Deliverables in accordance with the Contract and that the invoice does not include any costs being claimed from any other body or individual or from the Buyer within the terms of another contract.

- 2.5. The Buyer shall accept and process for payment an electronic invoice submitted for payment by the Supplier where the invoice is undisputed and where it complies with the standard on electronic invoicing. For the purposes of this paragraph, an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.

3. Invoicing

3.1. Invoices shall be submitted electronically by e-mail directly to:

DfE Core;	
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within 30 days of the end of the relevant invoicing date. Other contacts requiring sight of the invoice can be copied in.

3.2. An invoice is only valid if it is legible and includes:

- 3.2.1. the date of the invoice
- 3.2.2. Supplier’s full name and address
- 3.2.3. full valid purchase order number, including the pre-fix as outlined below:

CORE CORE-PO-

- 3.2.4. the charging period
- 3.2.5. a detailed line level breakdown of the appropriate Charges including Deliverables provided or Milestones Achieved (if applicable)
- 3.2.6. days and times worked (if applicable)
- 3.2.7. Service Credits (if applicable)
- 3.2.8. VAT (if applicable)

3.3. Invoices without a valid purchase order are now rejected by the Buyers e-invoicing solution. The Buyer no longer accepts paper invoices.

- 3.4. On completion of the provision of all Deliverables or on termination of this Contract, the Supplier shall promptly draw-up a final invoice, which shall cover all outstanding Charges. The final invoice shall be submitted not later than 30 days after the date of completion of provision of the Deliverables.
- 3.5. The Buyer shall not be obliged to pay the final invoice until the Supplier has carried out all the elements of the Deliverables.
- 3.6. It shall be the responsibility of the Supplier to ensure that the final invoice covers all Charges properly due. Provided that all previous invoices have been duly paid, on due payment of the final invoice by the Buyer all amounts due to be paid under this Contract shall be deemed to have been paid and the Buyer shall have no further liability to make reimbursement of any kind.

VIII. Annex 4 – Supplier Tender

[Not Used]

IX. Annex 5 – Optional IPR Clauses

[Not Used]