



Medicines & Healthcare products Regulatory Agency

Medicines and Healthcare products Regulatory Agency
10 South Colonnade, Canary Wharf
London E14 4PU

Redacted under FOIA
Section 40 Personal

Wilkin Chapman LLP
Cartergate House
26 Chantry Lane
Grimsby DN31 2LJ
Registration no: OC343261

22 March 2023

Dear Sirs

Call-Off Contract No. C164831 Debt Recovery One-Stop Shop Services

Further to the LUPC Framework Agreement PFB5044 LU, we wish to instruct you to supply the Services described below in accordance with the terms of the Framework Agreement, Order and the Call-Off Terms and Conditions, and the attached Schedules.

The particulars of this Order/Call-Off Contract are set out below:

Item	Description
Reference	The Call-Off Contract No. is C164831 for Debt Recovery One-Stop Shop Services (Purchase Orders will be raised when the Services are called off).
Parties	Between: THE SECRETARY OF STATE FOR HEALTH AND SOCIAL CARE, as part of the Crown, acting through THE MEDICINES AND HEALTHCARE PRODUCTS REGULATORY AGENCY, whose registered office is at 10 South Colonnade, Canary Wharf, London E14 4PU (the Buyer); and

	<p>Wilkin Chapman LLP with a registration no. OC343261, and whose registered office is at Cartergate House, 26 Chantry Lane, Grimsby DN31 2LJ (the Supplier)</p> <p>Together referred to as the Parties</p> <p>(or the Party in relation to either the Buyer or the Supplier)</p>																					
<p>Call-Off Key Performance Indicators (KPIs) and progress reporting</p>	<p>The Supplier shall deliver quality Services at the defined levels of performance.</p> <p>The Supplier shall monitor and provide Performance Monitoring Reports/Management Information reporting showing performance against the following KPIs (as applicable):</p> <p>Pre-Legal Collections KPIs</p> <table><tr><th>KPI Description</th><th>Purpose</th><th>Metric/Target Level</th></tr><tr><td>1. Right Party Contacts Rate (RPC)</td><td>How many calls made resulted in contact with the debtor.</td><td>45% - 55%</td></tr><tr><td>2. Percentage of Outbound Calls resulting in Promise to Pay (PTP)</td><td>How many of the calls made generated a PTP.</td><td>15% - 25%</td></tr><tr><td>3. Collection Percentage (amount collected vs outstanding) per debtor</td><td>Statistics on performance of the debt collection.</td><td>30% - 40%</td></tr><tr><td>4. Percentage of missed/late payment</td><td>How much of the PTP has not been met.</td><td>20% - 30%</td></tr><tr><td>5. Number of files worked each day vs outstanding payment plans (gross effort)</td><td>A low number to give grounds for termination of Call-Off Contract for lack of performance.</td><td>No set target level – performance to be reviewed on a regular basis</td></tr><tr><td>6. Call times (Number of calls & average length)</td><td>To show the level of effort made in recovery.</td><td>75 – 100 total calls per collector per day @ 2.5 minutes per call on average</td></tr></table>	KPI Description	Purpose	Metric/Target Level	1. Right Party Contacts Rate (RPC)	How many calls made resulted in contact with the debtor.	45% - 55%	2. Percentage of Outbound Calls resulting in Promise to Pay (PTP)	How many of the calls made generated a PTP.	15% - 25%	3. Collection Percentage (amount collected vs outstanding) per debtor	Statistics on performance of the debt collection.	30% - 40%	4. Percentage of missed/late payment	How much of the PTP has not been met.	20% - 30%	5. Number of files worked each day vs outstanding payment plans (gross effort)	A low number to give grounds for termination of Call-Off Contract for lack of performance.	No set target level – performance to be reviewed on a regular basis	6. Call times (Number of calls & average length)	To show the level of effort made in recovery.	75 – 100 total calls per collector per day @ 2.5 minutes per call on average
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	7. Escalated calls (complaints)	A high volume of complaints could damage the reputation of the Buyer and this metric is to flag possible changes in collection methodology.	Under 5%
	8. Response to complaints	Poor response and resolution time could damage the reputation of the Buyer.	Complaints to be acknowledged within three working days. Complaints to be responded to within seven working days
	9. Quality Control and Testing	Checks to ensure that the correct processes are being undertaken and the agreed messages are being sent to debtors, across the team.	90%
Legal Recoveries/Collections KPIs			
	KPI Description	Purpose	Metric/Target Level
	1. Cost to recover vs debt recovered ratio	Total cost of recovery vs the amount received.	45% - 55%
	2. Percentage of Letters Before Action (LBAs) resulting in Promise to Pay (PTP)	How many of the calls made generated a PTP.	15% - 25%
	3. Collection Percentage (amount collected vs outstanding) per debtor	Statistics on performance of the debt collection.	30% - 40%
	4. Percentage of missed/late payment after judgment	How much of the PTP has not been met.	20% - 30%

	5. Number of files worked each day vs outstanding payment plans (gross effort)	A low number to give grounds for termination of Call-Off Contract for lack of performance.	No set target level – performance to be reviewed on a regular basis
	6. Turnaround times (time taken from acknowledging new instructions to judgments)	To show the speed of effort made in legal recovery.	ASAP
	7. Defended Litigation success rate	To show success/performance.	60%
	8. Escalated calls (complaints)	A high volume of complaints could damage the reputation of the Buyer and this metric is to flag possible changes in collection methodology.	Under 5%
	9. Response to complaints	Poor response and resolution time could damage the reputation of the Buyer.	Complaints to be acknowledged within three working days. Complaints to be responded to within seven working days
	10. Quality Control and Testing	Checks to ensure that the correct processes are being undertaken and the agreed messages are being sent to debtors, across the team.	90%
	Overarching Call-Off Contract Management KPIs		
KPI Description	Purpose	Metric/ Target Level	
Acknowledgement of an instruction	Within 48 working hours.	95%	

	(by email – telephone contact may also be made).		
	Provision of ad hoc performance/progress updates and access to relevant Supplier's system(s) via a secure web link so the Buyer can appraise itself of progress.	Agreed timescales for ad hoc progress updates. System availability – at a minimum in operational/business times of Monday to Friday (excluding bank holidays) between 09.00 to 17.00.	95%
	Account Manager and/or operational staff/Customer Services Helpdesk contactable Monday to Friday (excluding bank holidays) to take instructions, handle queries etc.	In agreed operational/business times of at least 09.00 to 17.00 Monday to Friday, (excluding Bank Holidays).	95%
	Submission of Performance Monitoring Reports/Management Information reporting. Other ad hoc Management Information may also be requested by the Buyer – the timescales shall be agreed.	1st week of each Month (the frequency may be changed with the Buyer's agreement). At agreed timescales.	98%
	As part of the Monthly Performance Monitoring Reports/Management Information reporting (submitted first week of each Month – the frequency may be changed with the Buyer's agreement), the Supplier shall also produce and submit a status update including where each debt is in the agreed collection cycle, the number of cases being traced, any unsuccessful		

	<p>cases or cases closed, and a financial report summarising financial data on debt instructions. Additional content may also be requested as reasonably required by the Buyer. The formats shall be agreed.</p> <p>The reporting and performance shall be discussed at the Service Review Meetings.</p> <p>In addition to these scheduled performance/progress updates, the Supplier may be asked to provide ad hoc reporting/progress updates. The Supplier shall provide access to its Client Online Service to enable the Buyer's representative(s) access to its accounts and a suite of management information, through a secure internet link. This facility shall give secure access to real time information held on the Case Management System so the Buyer can track progress 24 hours a day, seven days a week.</p> <p>The Supplier shall apply a continuous process for monitoring performance, controlling work schedules, measuring progress against targets and reviewing the quality and pace of output delivery. This includes regular reports from any sub-contractors, such a trace agents and Enforcement Officers, to ensure seamless delivery of the Services and compliant data transfer.</p>
<p>Key Staff and Management</p>	<p><i>Key Supplier Staff/personnel</i></p> <p>Redacted under FOIA Section 40 Personal Info - Contract/Account Manager and Client Relationship Partner with responsibility for the delivery of the Services and for operational needs.</p> <p>Redacted under FOIA Section 40 Personal Info</p> <p>Redacted under FOIA Section 40 Personal Info - Team Leader with responsibility for the day to day management of the Services and will be the dedicated single point of contact (supported by a team of paralegals).</p> <p>Redacted under FOIA Section 40 Personal Info</p> <p><i>All reasonable endeavours should be made to ensure continuity in these roles throughout the Contract Period.</i></p> <p><i>Key Buyer Staff/personnel</i></p> <p>Redacted under FOIA Section 40 Personal Info - Contract Manager and primary point of contact.</p> <p>Redacted under FOIA Section 40 Personal Info</p> <p>In the event of the need for the escalation of issues/complaints, the Buyer may escalate to its Chief Finance Officer.</p>

	<p>All Services will be managed through the Supplier's Grimsby offices. Team Leaders report Redacted under FOIA Section 40 Personal Info to ensure there are clear reporting channels to senior members of the team for the purpose of supervision and client management. The Parties shall foster a collaborative working relationship to optimise performance.</p> <p>The Supplier's Contract/Account Manager shall be responsible for ensuring quality Services are delivered using all reasonable skill and due diligence, and in accordance with good industry practice and with its various quality accreditations e.g. ISO 9001 and LEXCEL (Law Society's own quality mark for compliance and practice management). This Manager shall also be responsible for: attending the Service Review Meetings and providing the Performance Monitoring Reports/Management Information reporting; resource allocation and management; seeking continuous improvements; and risk and cost management.</p> <p>Service Review/Performance Meetings: Monthly meetings for the first 3 months to ensure implementation runs smoothly and then at a quarterly frequency - within first/last week of each period (mutually agreed dates). Meetings can be conducted either virtually or in person at an agreed venue.</p> <p>Performance Monitoring Reports/MI reporting: Monthly submission within first week of each period (frequency may be reviewed and changed if appropriate).</p> <p>The Supplier shall assure quality is embedded in its delivery to ensure the required Buyer outcomes and objectives are met, and reputation is not impacted negatively. The Supplier maintains a robust, written complaints policy as part of its commitment to a quality service and LEXCEL accreditation. Dealing with debtor complaints promptly and fairly is an important part of the Supplier's Treating Customers Fairly process. All complaints will be recorded on the Departmental Complaints Register in order to identify trends and pass on lessons learned to the staff.</p> <p>The Supplier must be contactable during the operational/business times of at least 09.00 to 17.00 Monday to Friday excluding Bank Holidays via a customer services helpline/helpdesk and direct to the Contract Manager.</p> <p>The Supplier must be free from any Conflicts of Interest in relation to assigned instructions/cases and should declare any potential conflicts/concerns as these arise. If a conflict or potential conflict is identified, the Parties will discuss to see if a course of action/mitigation in line with professional duties can be agreed.</p>
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	<p>The Parties shall hold a short kick-off/implementation meeting (plus follow up catch-ups) to: make introductions and agree key contacts; establish service lines and preferred communication channels; discuss and agree specific recovery strategies for different work types/debt values and the content of communications; agree the scope/agenda for the Service Review Meetings and the format of reporting requirements; review practices and processes and guidelines to ensure understanding of Requirements; demonstrate and implement access to the Client Online system and agree user access; and confirm billing and remittance requirements etc (see Tender Response in Schedule 3 for the Supplier's full projected plan for implementation).</p> <p>The Supplier shall prepare and submit an annual service development report and/or perform an annual service review addressing any problems and/or offering potential improvements including efficiencies, additions or other amendments to the Services. The Supplier's Contract Manager shall proactively seek and implement continuous improvement proposals for improvements/efficiencies; these can be discussed at the Service Review Meetings.</p>
Charges and Payment	<p>The Charges/Pricing and Rate Cards that shall apply for this Call-Off Contract shall be in accordance with those detailed in Schedule 4. The percentage fee rates and pricing offered shall be capped (remain firm) for the Contract Period (with the exception of any statutory fees).</p> <p>The basis for charging shall be on a "No-success, No-fee" basis with the Supplier only charging on a commission only basis in respect of the amount of debt recovered according to the agreed percentage fee rates, regardless of how much engagement is undertaken with each debtor. In addition, some standard fixed/statutory fees, other charges e.g. legal fees and disbursements may also apply and shall be paid at cost when incurred. Any charges must be agreed in advance with the Buyer.</p> <p>The Contract award value shall be up to a maximum total value of up to £245,000.00 excluding VAT across the Contract Period; the Buyer must agree any additional expenditure/budget and a Contract variation form completed to validate this. The Buyer shall commission/call off Services on an hoc basis as required. There shall be no commitment to commission Services or guarantee of volumes of work; nor any exclusivity with the appointed Supplier in relation to offering relevant future Services to that Supplier.</p>

	<p>The Supplier shall submit payments via BACS and shall confirm in writing (providing a full remittance advice note) what funds have been collected on behalf of the Buyer and deposited as agreed. Where the Buyer receives payments direct from debtors, it shall notify the Supplier of this once it becomes aware.</p> <p>The Supplier must keep detailed accounts of all monies collected for the current year plus six years; open book accounting may be used with the Supplier.</p> <p>All Invoices must be submitted electronically in arrears to accounts.payable@mhra.gov.uk with a supporting breakdown of the charges (a summary page and a full narrative on fees and costs per case to be provided). The format of the invoices shall be agreed. The Supplier's fees must not be collected from the debtors' payment and must be invoiced separately.</p> <p>The Buyer has a "no purchase order no pay policy" in place. Any work or expense the Supplier undertakes prior to receipt of a purchase order is undertaken solely at the Supplier's risk. Any invoice the Supplier submits must quote the valid purchase order number and the invoice value must not exceed the value of the purchase order. Invoices not meeting these requirements could be rejected and therefore payment may be delayed.</p> <p>Standard payment terms are 30 days from receipt of a valid invoice.</p>
Contract Duration/Period	<p>The Contract Period shall run from the 27 March 2023 to 26 March 2026, subject to earlier termination.</p> <p>The Buyer shall have the right to terminate the Call-Off Contract at any time by issuing a Termination Notice to the Supplier giving at least sixty (60) Working Days' written notice (termination without cause).</p>
Premises	<p>The Services shall be supplied offsite, from the Supplier's premises or remotely. No office space will be made available by the Buyer.</p>
Services and Key Sub-Contractors	<p>The Services to be supplied under this Call-Off Contract are summarised herein. Further details have been included in Schedules 2 – 4 below</p> <p>The provision of Services relating to Pre-Legal Collections and Legal Recoveries across the UK and internationally (England & Wales and outside jurisdiction). The Supplier shall provide comprehensive and efficient debt recovery/collection Services with the implementation of effective systems and processes to ensure auditability, professionalism and sensitivity. The</p>

	<p>Supplier shall aim to engage sensitively and effectively with debtors and to build informed views on a debtor's circumstances and their ability to pay which should be used to plan a strategy per instruction.</p> <p>The Services shall be delivered by suitably skilled and experienced personnel, which may include sub-contractors as applicable. The Supplier has confirmed it has sufficient capacity to deal with any service fluctuations and staff substitution if required.</p> <p>The Requirements/Services shall be called off as required (instructions given on an ad hoc basis). There shall be no commitment to commission Services or guarantee of volumes of work; nor any exclusivity with the appointed Supplier in relation to offering relevant future Services to that Supplier.</p> <p>The majority of the debt the Buyer expects to refer to the Supplier shall be aged debt older than 120 days, and many of the instructions are for UK based customers; however this profile is subject to change.</p> <p>Upon the Buyer's instruction (each to be acknowledged within 48 working hours of receipt), the Supplier shall attempt to make contact with the customer/debtor using a combination of letters, emails, text messages and telephone calls, with a view to rehabilitating the account by agreeing either a sustainable and affordable repayment plan (which it will monitor) or a settlement of the outstanding amount. The wording and content of all letters and emails have specifically been designed to encourage engagement, whilst expressing the seriousness of the situation. Tracing actions may be required as appropriate.</p> <p>If the pre-legal collections cycle is unsuccessful, the Supplier will undertake an assessment of each account to determine whether legal proceedings are commercially viable and provide advice on such action, including cost implications. This approach would be consistent, irrespective of age, value or jurisdiction.</p> <p>The Supplier shall have responsibility for issuing the relevant legal documentation and following the correct legal procedures. If legal proceedings are agreed, the Supplier shall issue court proceedings and manage the process (with the aid of foreign lawyers as applicable).</p> <p>The Supplier will work with the Buyer to establish collaborative working practices with a view to delivering the following benefits:</p> <ul style="list-style-type: none"> • Achieving targeted recovery rates and KPI's • Facilitating best practice
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	<ul style="list-style-type: none"> • Ensuring consistency in approach • Managing costs • Review of strategies being implemented • Updates regarding legislation and/or regulatory issues • Any training requirements <p>All enquiries shall be made on a “No-success/win, No-fee” basis with the Supplier only charging on a commission only basis in respect of the amount of debt recovered.</p> <p>The Supplier shall use its Case Management System NEXUM for managing debt instructions, and has robust data handling/processing procedures in place for the protection of Personal Data and all information held on its system(s) complying with appropriate industry information security practices and prevailing Data Protection legislation. The Supplier shall facilitate the secure transfer of data (including Personal Data) via Secure File Transfer Protocol (SFTP) which it utilises for the transfer of data between itself, all third-party agents/sub-contractors and clients.</p> <p>The Supplier shall maintain and implement strict internal controls and policies/procedures in the delivery of the Services, to ensure financial probity and fraud prevention.</p> <p>The Supplier is committed to both client care and customer/debtor care (Treating Customers Fairly process), which forms an integral part of its quality objectives and mission statement. The Supplier has quality certification ISO 9001 and LEXCEL.</p> <p>The Supplier may use some sub-contractors/third parties which it will manage, Redacted under FOIA</p> <p>Redacted under FOIA (if required), whom the Supplier has established working processes in place to ensure seamless delivery of the Services and compliant data transfer. All sub-contractors shall be subject to the Supplier’s Outsourcing Policy and have undergone a detailed audit process to ensure they have the necessary compliance and regulatory procedures in place. The Supplier has access to a network Redacted under FOIA</p> <p>Redacted under FOIA which shall comply with the Ethical Trading Initiative Base Code.</p>
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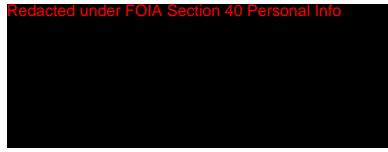
	<p><u>Financial Administration</u></p> <p>Competent administration of all financial matters for which the Supplier is responsible, assuring internal integrity and probity in financial administration in respect of all aspects of the Services.</p> <p>The Supplier shall:</p> <ul style="list-style-type: none"> • record and report on financial and statistical information; and • maintain a comprehensive audit trail including supporting documentation for all revenue transactions and adjustments; and • indemnify the Buyer against any consequential loss or penalty arising from its failure to exercise due financial, or other, control.
<p>Social Value Commitments</p>	<p>The Supplier agrees, in providing the required Services and deliverables and performing its obligations under the Call-Off Contract, that it will comply with agreed social value commitments. Summary below – further details included in the full Tender Response held on file.</p> <p>The Supplier has its ‘Our People Strategy’ which encompasses staff training and leadership programmes, and a new ESG (Environment, Social, Governance) policy to add more value and depth to the existing CSR Policy in line with the changing national policy and agenda, and attitudes in this very key area of company performance and community engagement. Also</p> <p>Redacted under FOIA</p> <p>Redacted under FOIA</p> <p>Redacted under FOIA</p> <p>Redacted under FOIA</p> <p>Redacted under FOIA</p> <p>Redacted under FOIA</p> <p>The initiatives are:</p> <p>1. Wellbeing - A Wellbeing Programme introduced several years ago helps employees achieve a healthy work-life balance by making a commitment to providing an inclusive, friendly culture where everybody feels valued. Wellbeing Ambassadors are all qualified mental health first aiders and provide a point of contact for employees who may be experiencing mental health challenges or emotional distress.</p> <p>Redacted under FOIA</p> <p>Redacted under FOIA</p> <p>Redacted under FOIA</p>

	<p>Redacted under FOIA</p> <p>Redacted under FOIA</p> <p>Redacted under FOIA</p> <p>The Supplier has participated in a number of charitable events.</p>
Notices	<p>Any written notice provided under Clause 20.2 shall be sent:</p> <p>In the case of the Buyer:</p> <p>To: Purchasing Medicines and Healthcare products Regulatory Agency 10 South Colonnade, Canary Wharf, London E14 4PU purchasing@mhra.gov.uk Marked for the attention of: Corporate Commercial Manager</p> <p>In the case of the Supplier:</p> <p>To: Wilkin Chapman LLP Cartergate House, 26 Chantry Lane, Grimsby DN31 2LJ Redacted under FOIA Section 40 Personal Info Marked for the attention of: Redacted under FOIA Section 40 Personal Info</p>

1. This Call-Off Contract incorporates all the terms and conditions of the Framework Agreement.
2. For the avoidance of doubt where you have carried out any work prior to the date of this Call-Off Contract in any way related to these Services to be supplied under this Call-Off Contract the terms and conditions of this Call-Off Contract and the Framework Agreement shall apply in respect of such work.
3. Words and expressions which are defined in the Framework Agreement shall have the same meaning in this Call-Off Contract unless expressly defined otherwise here.
4. You must not make any amendments to the Call-Off Terms and Conditions.
5. Nothing in this Call-Off Contract shall confer or purport to confer on any third party any benefit or the right to enforce any term of this letter pursuant to the Contracts (Rights of Third Parties) Act 1999.

Please sign and return this Call-Off Contract to signify acceptance of its contents.

Redacted under FOIA Section 40 Personal Info



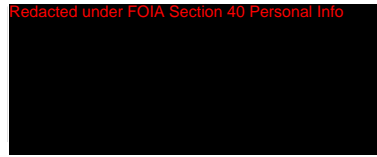
.....
for and on behalf of the Buyer

Name: Redacted under FOIA Section 40 Personal Info

Designation: CFO

Date: 20.4.23

Redacted under FOIA Section 40 Personal Info



.....
for and on behalf of the Supplier

Name: Redacted under FOIA Section 40 Personal Info

Designation: Partner

Date: 27.03.23

Call-Off Contract - Conditions of Contract

Agreed Terms:

1. Interpretation

1.1 Definitions

In these Conditions, the following definitions apply:

Business Day	means a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.
Buyer	means the organisation purchasing the Services.
Buyer Materials	has the meaning set out in clause 11 .
Charges	means the charges payable by the Buyer for the supply of the Services in accordance with clause 10 .
Completion of Delivery	means the receipt and written acceptance of the Goods by the Buyer.
Completion of Performance	means the written acceptance of the Buyer indicating the satisfactory completion of the Services.
Conditions of Contract	means these terms and conditions as amended from time to time in accordance with clause 6 .
Data Breach	"Data Breach" means any act or omission that (i) compromises the security, confidentiality or integrity of the Personal Data that Supplier Processes for and on behalf of the Member Institution/Buyer (including, by way of example, the unauthorised loss or disclosure of any such Personal Data by Supplier); (ii) compromises the physical, technical, administrative or organisational safeguards put in place by the Supplier that relate to the protection of the security, confidentiality or integrity of such Personal Data (including any breach of the IT and data security requirements); or (iii) causes the Member Institution/Buyer or Supplier to be in breach of data protection Law (in particular the General Data Protection Regulation).;

Data Controller	"Data Controller" has the meaning set out in the DPA up to and including 24 May 2018 and has the meaning of "Controller" set out in the GDPR from 25 May 2018.
Data Protection Particulars	"Data Protection Particulars" means, in relation to any Processing under this Agreement: (a) the subject matter and duration of the Processing; (b) the nature and purpose of the Processing; (c) the type of Personal Data being Processed; and (d) the categories of Data Subjects.
Data Subject	"Data Subject" has the meaning set out in the DPA up to and including 24 May 2018 and from 25 May 2018 has the meaning set out in the GDPR.
Delivery	means delivery of an order in accordance with clause 4 .
Delivery Date	means the date specified for delivery of an order in accordance with clause 4.2.1 .
Delivery Location	means the location specified for delivery of an order in accordance with clause 4.2.2 .
DPA	DPA" means the Data Protection Act 1998 and the rules and regulations made or having effect under it.
Environmental Information Regulations	means the Environmental Information Regulations 2004, as amended or replaced from time to time, and any subordinate legislation made there under from time to time together with any guidance and/or codes of practice issued pursuant to or in relation to such legislation.
FOIA	means the Freedom of Information Act 2000, as amended or replaced from time to time, and any subordinate legislation made there under from time to time together with any guidance and/or codes of practice issued pursuant to or in relation to such legislation.
GDPR	"GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016

Goods	means the goods to be supplied by the Supplier under the Order as set out in the Specification.
Information	has the meaning given under section 84 of the FOIA.
Order	means the Buyer's order form for the supply of Services.
Order Commencement Date	has the meaning set out in clause 2.2 .
Processing	"Processing" has the meaning set out in the DPA up to and including 24 May 2018 and has the meaning set out in the GDPR from 25 May 2018, and "Process" and "Processed" shall be construed accordingly.
Processor	"Processor" has the meaning of "Data Processor" as set out in the DPA up to and including 24 May 2018 and has the meaning set out in the GDPR from 25 May 2018.
Personal Data	"Personal Data" has the meaning set out in the DPA up to and including 24 May 2018 and from 25 May 2018 has the meaning set out in the GDPR. For the purposes of this Agreement, Personal Data shall include Sensitive Personal Data.
Sensitive Personal Data	"Sensitive Personal Data" means Personal Data that reveals such categories of data as are listed in Article 9(1) of the GDPR.
Services	means the services to be provided by the Supplier under the Order as set out in the Specification.
Specification	means the description or specification for the Goods produced by the Buyer and attached to or described in the Order.
Statutory Requirements	means any statute, statutory instrument, regulation, rule or order made under any statute or directive having the force of law which affects the Services or performance of any obligations under this agreement and any regulation or bye-law of any local authority or statutory undertaking which has any jurisdiction with regard to the Services or with whose systems the Services are, or are to be, connected.
Supplier	means the organisation providing the Services.

Tender	means the tender process undertaken by the Buyer that lead to the Tender Response.
Tender Response	means the Supplier's response to the Tender.

1.2 Construction

In these Conditions of Contract, the following rules apply:

- 1.2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.2 A reference to a party includes its representatives, successors or permitted assigns;
- 1.2.3 A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.2.4 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.2.5 A reference to **writing** or **written** includes faxes and e-mails.

2. Basis of Contract

- 2.1 The Order constitutes an offer by the Buyer to purchase Services from the Supplier in accordance with these Conditions of Contract.
- 2.2 The Order shall be deemed to be accepted on the earlier of:
 - 2.2.1 The Supplier issuing written acceptance of the Order; or
 - 2.2.2 Any act by the Supplier consistent with fulfilling the Order,

At which point and on which date a Contract to fulfil the Order shall come into existence.
- 2.3 These Conditions of Contract apply to the Order to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.4 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

3. Supply of Goods

- 3.1 The Supplier shall ensure that the Goods shall:
 - 3.1.1 Correspond with their description and any applicable Specification;
 - 3.1.2 Be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known

to the Supplier by the Buyer expressly or by implication, and in this respect the Buyer relies on the Supplier's skill and judgement;

- 3.1.3 Where applicable, be free from defects in design, material and workmanship and remain so for 12 months after Delivery;
- 3.1.4 Comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 3.2 The Buyer shall have the right to inspect and test the Goods at any time before delivery.
- 3.3 If following such inspection or testing the Buyer considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at **clause 3.1**, the Buyer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.4 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and the Buyer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

4. Delivery of Goods

- 4.1 The Supplier shall ensure that:
 - 4.1.1 The Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
 - 4.1.2 Each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered;
 - 4.1.3 If the Supplier requires the Buyer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.
- 4.2 The Supplier shall deliver the Goods:
 - 4.2.1 On the date specified in the Order, or, if no such date is specified, within 28 days of the date of the Order;
 - 4.2.2 To the Buyer's location as is set out in the Order, or as instructed by the Buyer prior to delivery ('Delivery Location');
 - 4.2.3 During the Buyer's normal business hours, or as instructed by the Buyer.
- 4.3 Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location.
- 4.4 If the Supplier:

- 4.4.1 Delivers less than 5% of the quantity of Goods ordered, the Buyer may reject the Goods; or
- 4.4.2 Delivers more than 5% of the quantity of Goods ordered, the Buyer may at its discretion reject the Goods or the excess Goods,

And any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Buyer accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.

- 4.5 The Supplier shall not deliver the Goods in instalments without the Buyer's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Buyer to the remedies set out in **clause 7**.

5. Supply of Services

- 5.1 The Supplier shall, on the date set in the Order provide the Services to the Buyer to the Buyer's satisfaction in accordance with the terms of the Order, these Conditions of Contract, the instructions of the Buyer and all other Statutory Requirements and shall give all and any notices required by the Statutory Requirements or otherwise.
- 5.2 Any defects, deficiencies or other faults in the delivery of the Services which become apparent within 6 months of the supply of the Services which are due to the erroneous execution of the Services shall be made good by the Supplier at no cost to the Buyer.
- 5.3 Without any liability, the Buyer may issue instructions requiring the exclusion from any premises required for delivery of the Services of any person employed or engaged thereon.
- 5.4 The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by the Buyer.
- 5.5 In providing the Services, the Supplier shall:
 - 5.5.1 Co-operate with the Buyer in all matters relating to the Services, and comply with all instructions of the Buyer;
 - 5.5.2 Perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - 5.5.3 Provide all necessary labour by utilising personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled;
 - 5.5.4 Ensure that the Services will conform with all descriptions and specifications set out in the Specification, and that they shall be fit for any purpose expressly or impliedly made known to the Supplier by the Buyer;
 - 5.5.5 Provide all plant, equipment, tools and vehicles and such other items as are required to provide the Services and shall be responsible for carrying them to the place where they are required, and for the subsequent removal of any such items;

- 5.5.6 Use the best quality goods, materials, standards and techniques, and ensure that all materials supplied and used in the Services will be free from defects in workmanship, execution and design;
- 5.5.7 Obtain and at all times maintain all necessary licences and consents, and comply with all applicable Statutory Requirements, including (but not limited to) all health and safety rules and regulations and any other security, environmental or other requirements that apply in relation to the Services and applicable at any of the premises where the Services are to be performed;
- 5.5.8 Hold all the Buyer Materials in safe custody at its own risk, maintain the Buyer Materials in good condition until returned to the Buyer, and not dispose or use the Buyer Materials other than in accordance with the Buyer's written instructions or authorisation;
- 5.5.9 Not do or omit to do anything which may cause the Buyer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business or affairs, and the Supplier acknowledges that the Buyer may rely on the Services;
- 5.5.10 Pay for its sole account all fees and charges (including any rates or taxes) legally demandable under any of the Statutory Requirements in respect of an Order;
- 5.5.11 Forthwith give notice to the Buyer of any matter which is causing or is likely to cause delay in the completion of an Order beyond the date stated for its completion. For the avoidance of doubt, such notice shall not excuse or exempt the Supplier from its obligations under these Conditions of Contract.

6. Variations

- 6.1 The Buyer may from time to time require variations, or the Supplier may request variations, through instructions and / or the issue of further drawings, details, directions and / or explanations (a "Variation").
- 6.2 In providing the Services subject to a Variation, the Supplier shall provide revised Charges within timescales set by the Buyer. In the absence of such detail, or at the absolute discretion of the Buyer, the Charges applicable to the Variation shall be those contained in the Tender Response.
- 6.3 No Variation required by the Buyer or subsequently sanctioned by the Buyer shall invalidate the Order or otherwise modify these Conditions of Contract unless specifically contemplated in the Variation.
- 6.4 Any Variation to the Order shall only be binding when agreed in writing and signed by the Buyer.

7. The Buyer's Remedies

- 7.1 If the Services are not delivered on the date they are due as referred to in **clause 4.2.1**, or do not comply with the undertakings set out in **clauses 3.1 and 5.1**, then, without limiting any of its other rights or remedies, the Buyer shall have the right to any one or more of the following remedies, whether or not it has accepted the Services:
 - 7.1.1 To terminate the Order with immediate effect by giving written notice to the Supplier;

- 7.1.2 To reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
- 7.1.3 To require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- 7.1.4 To refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- 7.1.5 To require the Supplier to re-perform the Services, or to provide a full refund of the price of the rejected Services (if paid);
- 7.1.6 To refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
- 7.1.7 To recover from the Supplier any costs incurred by the Buyer in obtaining substitute goods or services from a third party;
- 7.1.8 Where the Buyer has paid in advance for Services that have not been provided by the Supplier, to have such sums refunded by the Supplier; or
- 7.1.9 To claim damages for any other costs, loss or expenses incurred by the Buyer which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.
- 7.2 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier and to any substituted or remedial services provided by the Supplier.
- 7.3 The Buyer's rights and remedies under these Conditions of Contract are in addition to its rights and remedies implied by statute and common law.

8. The Buyer's Obligations

- 8.1 The Buyer shall:
 - 8.1.1 Provide the Supplier with reasonable access at reasonable times to the premises where the Services are to be performed for the purpose of providing the Services; and
 - 8.1.2 Provide such information to the Supplier as the Supplier may reasonably request and the Buyer considers reasonably necessary for the purpose of providing the Services.

9. Title and Risk

- 9.1 Title and risk in the Goods shall pass to the Buyer on Delivery.

10. Charges and Payment

- 10.1 The Charges for the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Tender Response and shall be inclusive of packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by the Buyer.
- 10.2 The Charges for the Services shall be set out in the Order, or, if no price is quoted, the price set out in the Tender Response and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services.

- 10.3 In respect of Goods, the Supplier shall invoice the Buyer on or at any time after Completion of Delivery. In respect of Services, the Supplier shall invoice the Buyer on Completion of Performance of the Services. Each invoice shall include such supporting information required by the Buyer to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.
- 10.4 Once Completion of Delivery and / or Completion of Services has occurred, the Buyer shall pay the invoiced amounts within [30] days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.
- 10.5 All amounts payable by the Buyer are exclusive of amounts in respect of valued added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made by the Supplier to the Buyer, the Buyer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.
- 10.6 If the Buyer fails to pay any amount properly due and payable by it under these Conditions of Contract, the Supplier shall have the right to charge interest on the overdue amount at the rate of 4 per cent per annum above the base rate for the time being of National Westminster Bank PLC accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment. This clause shall not apply to payments that the Buyer disputes in good faith.
- 10.7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Buyer to inspect such records at all reasonable times on request.
- 10.8 The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Buyer in order to justify withholding payment of any such amount in whole or in part. The Buyer may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier against any amounts payable by it to the Supplier.

11. The Buyer Materials

- 11.1 The Supplier acknowledges that all materials, equipment and tools, drawings, specifications, data supplied by the Buyer to the Supplier ('the Buyer Materials') and all rights in the Buyer Materials are and shall remain the exclusive property of the Buyer. The Supplier shall keep the Buyer Materials in safe custody at its own risk, maintain them in good condition until returned to the Buyer, and not dispose or use the same other than in accordance with the Buyer's written instructions or authorisation.

12. Indemnity

- 12.1 The Supplier shall keep the Buyer indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Buyer arising out of, or in connection with:

12.1.1 Any claim made against the Buyer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the supply or use of the Services;

12.1.2 Any breach of Contract, negligent performance or failure or delay in performance or observation of the Tender Response, Order, Conditions of Contract or otherwise in the provision of the Services by the Supplier, its employees, agents or subcontractors; and

12.1.3 Defects in the Goods.

This **clause 12** shall survive termination of this Agreement.

13. Insurance

13.1 From the date on which a contract comes into existence between the parties in accordance with clause 2 and for a period of 6 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, employers liability insurance (of not less than five million pounds sterling), professional indemnity insurance, product liability insurance and public liability insurance (of not less than five million pounds sterling) to cover such heads of liability as may arise under or in connection with the Contract, and shall, on the Buyer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

14. Data Protection

14.1 The parties acknowledge that the Member Institution/Buyer is the Data Controller and the Supplier is the Processor. The only Processing of Personal Data that the Supplier is authorised to do is listed in Schedule 1 (Data Protection Particulars) of this Agreement.

14.2 The Supplier shall Process Personal Data only to the extent, and in such a manner, as is necessary for the purposes specified in the Specification and in accordance with the Member Institution/Buyer's written instructions from time to time and shall not Process Personal Data for any other purpose. If the Supplier is required by Law to Process Personal Data otherwise than in accordance with this Clause, immediately inform the Member Institution/Buyer of the legal requirement before Processing Personal Data (unless prohibited from doing so by Law).

14.3 The Supplier shall provide all reasonable assistance to the Member Institution/Buyer in the preparation of any data protection impact assessment, as defined in the GDPR, prior to commencing any Processing. Such assistance may, at the discretion of the Member Institution/Buyer, include:

- (a) a systematic description of the envisaged Processing operations and the purpose of the Processing;
- (b) an assessment of the necessity and proportionality of the Processing operations in relation to the Specification;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

- 14.4 The Supplier will not Process Personal Data, or disclose Personal Data to any party who carries on business, outside the EEA except with the Member Institution/Buyer's prior written consent and where such consent is given, take such actions and enter into such agreements as the Member Institution/Buyer may require to ensure that such transfer or disclosure complies with Law.
- 14.5 The Supplier will keep a record of any Processing of Personal Data it carries out under the Contract.
- 14.6 The Supplier shall not disclose Personal Data to any person except under this Agreement or with your written consent.
- 14.7 The Supplier shall ensure that access to Personal Data is limited to:
- (a) those employees who need access to Personal Data to meet the Supplier's obligations under this Contract; and
 - (b) in the case of any access by any employee, such part or parts of Personal Data as is strictly necessary for performance of that employee's duties.
- 14.8 The Supplier shall ensure that employees that require access to Personal Data:
- (a) are informed of the confidential nature of Personal Data;
 - (b) have undertaken training in Law relating to handling Personal Data; and
 - (c) are aware both of the Supplier's duties and their personal duties and obligations under Law and this Contract.
- 14.9 The Supplier shall ensure that all persons authorised to Process Personal Data are under an appropriate contractual or other legal obligation of confidentiality in respect of Personal Data.
- 14.10 The Supplier shall not disclose Personal Data to any Data Subject or to a third party other than at the request of the Member Institution/Buyer or as provided for in this Contract.
- 14.11 The Supplier shall, taking into account the nature of the Processing, implement appropriate technical and organisational measures against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data that have been reviewed and approved by the Member Institution/Buyer as appropriate having taken account of the:
- (a) nature of the Personal Data to be protected;
 - (b) harm that might result from a Data Breach;
 - (c) state of technological development; and
 - (d) cost of implementing any measures.

Appropriate technical and organisational measures include 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, taking reasonable steps to ensure the reliability of its employees with access to Personal Data and regularly assessing and evaluating the effectiveness of such measures adopted.

- 14.12 The Supplier shall, upon becoming aware, immediately and in any event within 24 hours notify the Member Institution/Buyer of any Data Breach and shall work together with the Member Institution/Buyer to provide the Member Institution/Buyer with full co-operation and assistance, including to investigate the Data Breach (including by (i) assisting with any investigation launched by the Member Institution/Buyer; (ii) facilitating interviews with the Supplier's employees and others involved in the matter; and (iii) making available all relevant records reasonably required by the Member Institution/Buyer to investigate the Data Breach or otherwise comply with Law or the requests of any competent regulatory authority in relation to the Data Breach or its investigation).
- 14.13 The Supplier shall not engage another Processor to Process Personal Data except with the Member Institution/Buyer's prior specific written authorisation and, where such authorisation is given, enter into a contract with the Processor that imposes the same contractual obligations set out in this Clause on that Processor, and remain liable for any Processor that it engages in accordance with the terms of this Clause.
- 14.14 The Supplier shall assist and fully co-operate with the Member Institution/Buyer to enable it to comply with its obligations as a Data Controller under and in accordance with Law including in relation to the security of Processing, data subject right requests, reporting personal Data Breaches to the supervisory authority and conducting data privacy impact assessments. The Supplier shall notify the Member Institution/Buyer within 24 hours if it receives a request from a Data Subject to exercise its rights under Law or any communication from a Data Subject, the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under this Contract.
- 14.15 The Supplier shall promptly comply with any request from the Member Institution/Buyer requiring the Supplier to amend, transfer or delete Personal Data. At the Member Institution/Buyer's request, the Supplier shall provide to the Member Institution/Buyer a copy of all Personal Data held by it in the format and on the media reasonably specified by the Member Institution/Buyer.
- 14.16 The Supplier shall at any time on the request of the Member Institution/Buyer, return all Confidential Information and/or data (including any Personal Data that the Supplier Processes for and on behalf of the Member Institution/Buyer) to that Member Institution/Buyer and/or permanently delete the same from its systems, including any back-up copies.
- 14.17 The Supplier shall at the Member Institution/Buyer's option, delete or return to the Member Institution/Buyer all Personal Data on termination of the Agreement and delete any existing copies of Personal Data except to the extent that the Member Institution/Buyer is required to retain Personal Data by Law.
- 14.18 The Supplier shall make available to the Member Institution/Buyer all information necessary to demonstrate our compliance with the obligations under this Clause and allow for and contribute to audits, including inspections, conducted by the Member Institution/Buyer or another auditor mandated by the Member Institution/Buyer.
- 14.19 The Supplier shall immediately inform the Member Institution/Buyer if, in its opinion, an instruction from the Member Institution/Buyer infringes Law.

- 14.20 The Supplier shall, in connection with this Agreement, comply in all respects with Law relating to data protection and have established procedures to ensure continued compliance with Law. The Supplier shall comply with its obligations as a Processor under and in accordance with Law.
- 14.21 The Supplier shall only collect any Personal Data in a form which is fully compliant with Law which will contain a data protection notice informing the data subject of the identity of the Data Controller, the identity of any data protection representative it may have appointed, the purposes or purpose for which their Personal Data will be Processed and any other information which is necessary having regard to the specific circumstances in which the data is, or is to be, Processed to enable Processing in respect of the Data Subject to be fair and compliant under Law.
- 14.22 The Member Institution/Buyer may, at any time on not less than 30 working days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme.
- 14.23 The parties agree to take account of any guidance issued by the Information Commissioner's Office. The Member Institution/Buyer may on not less than 30 working days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 14.24 The Supplier shall Process Personal Data in performing the Services as notified by the Member Institution/Buyer only for as long as required and for no longer than the term of this Contract.
- 14.25 The Supplier warrants that it shall:
- (a) Process the Personal Data in compliance with Law; and
 - (b) take appropriate technical and organisational measures against Data Breach.
- 14.26 The Supplier agrees to indemnify and keep indemnified and defend at its own expense the Member Institution/Buyer against all costs, claims, damages or expenses incurred by the Member Institution/Buyer or for which the Member Institution/Buyer may become liable due to any failure by the Supplier or its employees or agents to comply with any of its obligations under this Clause.

This **clause 14** shall survive termination of this Agreement

15. Health & Safety

- 15.1 The Supplier shall immediately notify the Buyer of any health and safety hazards, which may arise in connection with use or handling of the / or the performance of the Services and / or in the event of any incident occurring in the performance of Services where that incident causes any personal injury or damage to property that could give rise to personal injury.
- 15.2 The Supplier shall comply with any health and safety measures implemented by the Buyer in any way connected with the provision of the Services or the use of the Goods.
- 15.3 The Supplier shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to any persons in the performance of the Services or the use or delivery of the Goods.

15.4 The Supplier shall ensure that the following documents relevant to the / or Services are made available to the Buyer on request:

15.4.1 Health and Safety policy, together with codes of practice, operational guidelines, provisions and procedures

15.4.2 Health and Safety Plan for the Order

15.4.3 Method Statements

15.4.4 Risk Assessments

15.4.5 COSHH Assessments

15.4.6 Accident Book

15.4.7 Prohibition Notices

16. Confidential Information

16.1 A party ('receiving party') shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are disclosed to the receiving party by the other party ('disclosing party'), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products or its services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents or subcontractors who need to know the same for the purpose of discharging the receiving party's obligations under these Conditions of Contract, and shall ensure that such employees, agents or subcontractors shall keep such information confidential and may disclose such information if required to do so by any Statutory Requirements.

17. Termination

17.1 Without prejudice to any other provision in the Conditions of Contract, the Buyer may terminate the Order and the Contract in whole or in part at any time before delivery of the Goods or full and complete performance of the Services with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work in relation to the Order and the Contract.

17.2 The Buyer may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier becomes subject to any of the following events:

17.2.1 The Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply; or

17.2.2 The Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or

- 17.2.3 (Being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier; or
 - 17.2.4 (Being an individual) the Supplier is the subject of a bankruptcy petition or order; or
 - 17.2.5 A creditor or encumbrance of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 7 days; or
 - 17.2.6 (Being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier; or
 - 17.2.7 (Being a company) a floating charge holder over the assets of the Supplier has become entitled to appoint or has appointed an administrative receiver; or
 - 17.2.8 A person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier; or
 - 17.2.9 Any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in **clause 17.2.1 to clause 17.2.8** inclusive; or
 - 17.2.10 The Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on, all or substantially the whole of its business; or
 - 17.2.11 The financial position of the Supplier deteriorates to such an extent that in the opinion of the Buyer the capability of the Supplier adequately to fulfil its obligations under the Order has been placed in jeopardy.
 - 17.2.12 (Being an individual) the Supplier dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- 17.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

18. Consequences of Termination

- 18.1 On termination of this Agreement for any reason:
- 18.1.1 The Supplier shall immediately deliver to the Buyer all the Buyer Materials. If the Supplier fails to do so, then the Buyer may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Agreement;
 - 18.1.2 The accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination; and

18.1.3 Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

19. Force Majeure

19.1 Neither party shall be liable to the other for any delay or failure in performing its obligations to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable, provided that the Supplier shall use all endeavours to cure any such events or circumstances and resume performance under the Order. If any events or circumstances prevent the Supplier from carrying out its obligations under the Order for a continuous period of more than 10 Business Days, the Buyer may terminate the Order immediately by giving written notice to the Supplier.

20. General

20.1 Assignment and subcontracting.

20.1.1 The Buyer may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Order, unless other than where such assignment or transfer would create a conflict of interest with the Supplier.

20.1.2 The Supplier may not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Order without the Buyer's prior written consent.

20.2 Notices.

20.2.1 Any notice or other communication given to a party shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery, commercial courier or fax.

20.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in **clause 20.2.1**; if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax, 24 hours after transmission.

20.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

20.3 Severance.

20.3.1 If any court or competent authority finds that any provision of these Conditions of Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Conditions of Contract shall not be affected.

20.3.2 If any invalid, unenforceable or illegal provision of the Conditions of Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

20.4 Waiver.

A waiver of any right or remedy under the Conditions of Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Conditions of Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

20.5 Third party rights.

A person who is not a party to the Order shall not have any rights under or in connection with it.

20.6 No partnership.

Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

20.7 Governing law and jurisdiction.

The Conditions of Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE 1 – DATA PROTECTION PARTICULARS

The Supplier's business is regulated by the Solicitors Regulation Authority (SRA), and the Supplier has policies and procedures covering all aspects of UK GDPR and it has a structured Information Security Management System (ISMS) in place. It acknowledged it is an essential part of the business to protect and safeguard all confidential and Personal Data held or transferred on behalf of clients. The Supplier has up-to-date ICO registration.

The Supplier shall implement clear and robust Data handling/processing procedures throughout the Contract Duration/Period, with organisational and technological safeguards put in place for the protection, security, and/or integrity of Personal Data and all information held on its systems, including within its Case Management System Nexum. These procedures must comply with appropriate industry information security practices and prevailing Data Protection legislation, and be rigorously observed to ensure the protection of the rights of data subjects. Redacted under FOIA

All data transferred to third parties is conducted through a secure file transfer protocol (SFTP), to ensure that any Personal Data or other sensitive data is transferred in a secure environment. Redacted under FOIA

All sub-contractors/third parties must be GDPR compliant and the Supplier has Data Processing Agreements in place with them to ensure maximum protection of data; annually audited as part of its ISO audit.

Description of Authorised Processing

The Supplier's Data Protection Officer is

Redacted under
FOIA Section 40

Redacted under FOIA Section 40 Personal Info

The Buyer's Data Protection contact is dataprotection@mhra.gov.uk

The subject matter and duration of the Processing	<p>For the purposes of this requirement the Buyer shall be classified as the Controller and the Supplier classified as the Processor. Where the Supplier wishes to use a sub-processor to process any Personal Data, the Supplier must obtain the written consent of the Buyer.</p> <p>The Supplier shall take debt cases/instructions from the Buyer to get resolution of these cases, in terms of seeking/collecting payment of outstanding monies for the Buyer, which may include taking legal enforcement action where necessary (as agreed with the Buyer). The Buyer may provide the Supplier with the contact details for a debtor; but the Supplier may also use an agent to help trace a debtor. The Supplier will use the contact details to engage with debtors. This Personal Data shall</p>
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	<p>be held securely by the Supplier on its Case Management System Nexum and only accessed by relevant staff assigned to the Buyer's account. The Buyer's key staff/representatives will also have agreed access to this system/on-line portal in order to track case progression, including all correspondence sent and received, all financial data and brief narratives of any telephone calls.</p> <p>The Supplier may also be given details by the debtor to contact its legal and financial support.</p> <p>The Duration of Processing shall take place as required for the Supplier to fulfil the service and contractual obligations (for each debt case/instruction), and/or as agreed with the Buyer. The Personal Data shall be retained until the relevant Processing has been completed, or at the latest within one month of Contract termination. Where the Personal Data needs to be retained longer, for statutory compliance purposes and/or as required by Law, this Data must be securely stored and managed, and deleted as soon as no longer required.</p>
The nature and purpose of the Processing	<p>The nature of the Processing shall be to hold and manage debt cases/instructions and debtor information securely, to supply the required Debt Recovery Services.</p> <p>The Processing will be for the purposes of:</p> <p>Making contact and engaging with debtors to collect/recover outstanding monies and enforce the payment of debts. There may also be contact with the debtors' legal and financial support.</p> <p>Also, as part of setting up this Contract, the Supplier has nominated some staff/team members (key staff/personnel), including providing their names, roles and some contact details. The Buyer has also nominated some key staff/personnel to manage the Contract, including providing their names and contact details. These details must also be securely held, by both Parties.</p>
The type of Personal Data being Processed	<p>The Personal Data will include:</p> <ul style="list-style-type: none"> ● The Customer/debtor company name and a contact name, or the name of an individual debtor; ● Debtor contact postal and email addresses; ● Debtor contact telephone numbers; ● Debtor dates of Birth; ● Details of the debt and/or statement of account; ● Debtor legal support contact details (if applicable);

	<ul style="list-style-type: none"> • Debtor financial support contact details (if applicable)/Accountant. <p>Some of these details may be provided by the Buyer; but may also gleaned/double-checked by the Supplier as part of a tracing exercise.</p> <p>Also, as part of setting up this Contract, the Supplier has nominated some staff/team members (key staff/personnel), including providing their names, roles and some contact details. The Buyer has also nominated some key staff/personnel to manage the Contract, including providing their names and contact details.</p>
The categories of Data Subjects	<p>The Data Subjects will include:</p> <ul style="list-style-type: none"> • Debtors • Lawyers • Accountants • Key buyer staff/personnel • Key supplier staff/personnel

SCHEDULE 2 - SERVICES / SPECIFICATION

Extracts from the Buyer's Invitation to Tender are contained in the following details.

1. PURPOSE AND INTRODUCTION

- 1.1 The Medicines and Healthcare products Regulatory Agency (hereafter referred to as the Buyer or the MHRA) wishes to appoint an experienced and accredited Debt Recovery Agency (hereafter called the Supplier) for the provision of Services relating to Pre-Legal Collections and Legal Recoveries across the UK and internationally. The Supplier shall be required to provide comprehensive and efficient debt recovery/collection Services with the implementation of effective systems and processes to ensure auditability, professionalism and sensitivity.
- 1.2 The Supplier must aim to engage sensitively and effectively with debtors and to build informed views on a debtor's circumstances and their ability to pay which should be used to plan a strategy per instruction.
- 1.3 This Procurement Competition is being run as a further competition pursuant to the LUPC Framework PFB5044 LU Lot 2 One Stop Shop and is therefore limited to the relevant Framework Providers on that Lot.

2. BACKGROUND TO THE CONTRACTING AUTHORITY/ BUYER

- 2.1 The Medicines and Healthcare products Regulatory Agency (MHRA) is the regulator of medicines, medical devices and blood components for transfusion in the UK; and an Executive Agency sponsored by the Department of Health and Social Care.
- 2.2 Responsibilities include:
 - ensuring that medicines, medical devices and blood components for transfusion meet standards of safety, quality and efficacy (effectiveness)
 - ensuring that the supply chain for medicines, medical devices and blood components is safe and secure
 - promoting international standardisation and harmonisation to assure the effectiveness and safety of biological medicines
 - helping to educate the public and healthcare professionals about the risks and benefits of medicines, medical devices and blood components, leading to safer and more effective use
 - supporting innovation and research and development that is beneficial to public health
 - working collaboratively with partners in the UK and internationally to support the mission to enable the earliest access to safe medicines and medical devices and to protect public health
- 2.3 The MHRA/Buyer put patients first in everything we do, right across the lifecycle of the products we regulate. We rigorously use science and data to inform our decisions, enable medical innovation and make sure that medicines and healthcare products available in the UK are safe and effective.

3. DEFINITIONS *(not included here - see full ITT for details)*

4. CONTRACT PERIOD AND TERMS AND CONDITIONS

- 4.1 The Call-Off Contract shall be awarded and commence with an implementation/kick-off meeting to make introductions and agree overarching expectations and communication process. The Call-Off Contract shall run for a duration of up to three years, subject to earlier termination.
- 4.2 The Buyer shall have the right to terminate the Call-Off Contract at any time by issuing a Termination Notice to the Supplier giving at least sixty (60) Working Days' written notice (termination without cause).
- 4.3 The Procurement Timetable for this Procurement Call for Competition is appended.
- 4.4 The Requirements/Services shall be called off as required (instructions given on an ad hoc basis). There shall be no commitment to commission Services or guarantee of volumes of work; nor any exclusivity with the appointed Supplier in relation to offering relevant future Services to that Supplier.
- 4.5 The Contracting Authority shall be The Secretary of State for Health and Social Care, as part of the Crown, acting through the Medicines and Healthcare products Regulatory Agency.
- 4.6 The LUPC Framework Agreement and Call-Off Terms and Conditions shall govern the ensuing Call-Off Contract awarded.
- 4.7 The Buyer shall only award a single Call-Off Contract (to one Supplier only); the Supplier may sub-contract relevant aspects of instructions to appropriate third parties – to be managed by the Supplier.

5. SCOPE OF REQUIREMENTS/SERVICES (TO BE CALLED OFF) AND PERFORMANCE

Overview

- 5.1 The Buyer requires the appointment of an experienced and accredited Debt Recovery Agency/Supplier for the provision of Services relating to Pre-Legal Collections and Legal Recoveries across the UK and internationally. The Supplier must have the relevant expertise to deliver and optimise positive outcomes and financial performance from each instruction cost effectively and sensitively.
- 5.2 The Requirements/Services shall be called off as required (instructions given on an ad hoc basis) and therefore there is no guarantee of volumes of work; however, the Supplier must be able to manage service fluctuations/peaks - our business needs will dictate the number and type/scale of instructions.
- 5.3 The nature of our debt is medical related and originates from the provision of the Buyer's activities of; selling data; providing licenses for the sale and/or distribution of medicines, devices, drugs and other associated items on a global basis; performing UK and international inspections; and providing blood plasma supplies. The majority of

the debt we expect to refer to the Supplier shall be aged debt older than 120 days, and many of our instructions are for UK based customers.

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- 5.5 The Supplier shall have responsibility for managing and delivering the full scope of the required Services. Where required, the Supplier should also be able to organise translation and interpretation services to enable appropriate communication (as needed).
- 5.6 The Supplier shall maintain and implement strict internal controls and policies/procedures in the delivery of the Services, to ensure financial probity and fraud prevention and comprehensive/auditable accounts and an audit trail of transactions are kept.

Pre-legal Collections

5.7 Work prior to issuing court proceedings:

5.7.1 Pre legal collections (England and Wales)

The Supplier shall undertake all recovery activity on an equitable basis at the agreed rates irrespective of the individual debt size.

The Supplier's collections cycle must provide an integrated and extensive pre-legal service and will comprise of at least 3 pre-legal letters and a minimum of 2 telephone calls for each account.

Pre-legal collection workflows should allow for the identification of disputes and "gone-away's" early in the work cycle prior to any additional legal fees being charged to accounts.

By incorporating a combination of letters and outward-bound telephone calls to engage with debtors, the objective shall be to encourage payment or settlement of the outstanding balance preferably in full or by negotiating a realistic instalment plan prior to any need for legal recovery. Any parameters around instalment plans shall be agreed with the Buyer.

The Supplier shall accept any participation/input in the preparation of the content of the letters and the level of impact pre-legal letters portray from the Buyer. The wording of any letters and letterheads shall be designed to encourage the debtor to contact the Supplier, whilst expressing the seriousness of the situation and maintaining the dignity and image/reputation of the Buyer's organisation as well as the Supplier's.

The Supplier's collectors must be specialists at sensitively encouraging full payments, settlements or instalment/payment agreements and be both professional and efficient in their approach to debtors at all times. The Supplier's staff/personnel shall also attempt to obtain as much relevant

information as possible from the debtor to assist with the recovery of the debt should there be a requirement for escalation to Legal Recoveries.

5.7.2 Pre-legal Collections outside jurisdiction

The Base Code of the Ethical Trading Initiative (ETI) must be applied to every supply chain employed by the Supplier. The ETI Base Code is founded on the conventions of the International Labour Organisation (ILO) and is an internationally recognised code of labour practice, requiring that:

- 1. Employment is freely chosen;*
- 2. Freedom of association and the right to collective bargaining are respected;*
- 3. Working conditions are safe and hygienic;*
- 4. Child labour shall not be used;*
- 5. Living wages are paid;*
- 6. Working hours are not excessive;*
- 7. No discrimination is practised;*
- 8. Regular employment is provided; and*
- 9. No harsh or inhumane treatment is allowed.*

Should the Supplier use a sub-contractor(s) for any element of the service provision, such as the international debt recoveries, any contract awarded must include a clause requiring the sub-contractor to comply with this Code.

5.7.2.1 Rest of UK - Scotland and Northern Ireland

The Supplier should declare if this work will be managed in-house or via the Supplier's approved sub-contractor(s). Should the sub-contractor(s) not perform or otherwise contravene the expected standard required by the Buyer, the Supplier shall agree to use alternative sub-contractor(s) or if possible, bring in-house.

5.7.2.2 Europe

The Supplier should declare if this work will be managed in-house or via the Supplier's approved sub-contractor(s). Should the sub-contractor(s) not perform or otherwise contravene the expected standard required by the Buyer, the Supplier shall agree to use alternative sub-contractor(s) or if possible, bring in-house.

5.7.2.3 Rest of World

The Supplier should declare if this work will be managed in-house or via the Supplier's approved sub-contractor(s). Should the sub-contractor(s) not perform or otherwise contravene the expected standard required by the Buyer, the Supplier shall agree to use alternative sub-contractor(s) or if possible, bring in-house.

5.8 Dunning letters

- 5.8.1 The Supplier shall be responsible for drafting dunning letters in the lead up to the Letter Before Action (LBA) in accordance with the Pre-Action Protocol for Debt Claims made by the Master of the Rolls as Head of Civil Justice that came into force 1st October 2017.

After the Supplier has exhausted the 3rd dunning letter (or as otherwise agreed) it shall prepare a report for the Buyer and/or successor legal firm, that includes the contact information and action taken thus far by the Supplier to recover the debt in a suitable format for a Legal firm to take forward to the next stage of LBA.

5.9 Monitoring instalment/payment agreements

- 5.9.1 The Supplier shall be responsible for monitoring and reporting on the instalment agreements. Specifically for each debtor, how long the debt has been outstanding, the schedule of payments made and any breaches of the agreement.

Should there be a breach of the agreement, attempts should be made to re-establish an agreement to pay or take other appropriate action as agreed by the Buyer.

5.10 Trace

- 5.10.1 All instructions and reports shall be commissioned by the Buyer and carried out lawfully in accordance with the requirements set out in UK/European Data Protection Legislation.

A minimum of two sources of confirmation shall be obtained in every case submitted as "Positive" by the Supplier.

All cases shall be reported within 28 days from the date of instruction.

Re-checks shall be made free of charge for a period of 3 months from the original report date and can be returned to the Supplier for whatever reason the Buyer may require.

All reports shall be made available to the Buyer either in electronic batch format or on an individual basis via letter (format to be agreed).

Management information shall also be made available; including updates on work, reviews of completed work, ongoing work, performance, financial data, charges etc and be tailored to the Buyer's needs. This information shall be made available as and when required.

- 5.10.1.1 **Living as Stated Report:** All Instructions shall first be checked to confirm whether the subject is still "Living as Stated" at the instructed address. All enquiries are on a "No-success, No-fee" basis.

- 5.10.1.2 **Full Trace Report:** Should it be confirmed the subject has vacated the instructed address the matter will automatically revert to a full trace. All enquiries are on a "No-success, No-fee" basis.

- 5.10.1.3 **Trace & Employment Report:** If requested the Supplier shall provide the subject's trace and employment details in the same report. In

these cases, the fee should be discounted, with all enquiries again being based on the “No-success, No-fee”.

5.10.1.4 Pre-Sue Report: Pre-Sue Reports for any of the following: individuals/businesses/sole traders and companies, shall be commissioned by the Buyer if required. These reports shall confirm the Pre-Sue information for the subject. All enquiries are on a “No-success, No-fee” basis.

5.10.1.5 Process serving: This relates to any instructions referred to the Supplier for the service of any legal documentation. The Supplier shall arrange for one of its appointed agents to serve the documents personally on the subject within 28 days from the date of instruction. The Supplier shall also make arrangements for urgent service of date critical documents as and when required.

5.10.1.6 Land registry searches: This relates to the verification services offered by HM Land registry to improve the accuracy of property ownership data held.

5.11 Management Information and Key Performance Indicators (KPIs) - Pre-legal Collections (see page 2 above for details of the agreed KPIs).

Legal Collections/Recoveries

5.12 Where a pre-legal collection fails, the Supplier may be instructed to pursue an account through the legal collection route.

5.13 Letter of Demand / Letter Before Action (LBA)

5.13.1 The Supplier shall be responsible for drafting the Letter Before Action (LBA) in accordance with the Pre-Action Protocol for Debt Claims made by the Master of the Rolls as Head of Civil Justice that came into force 1st October 2017.

After the Supplier has exhausted the LBA (or as otherwise agreed with the Buyer) it shall proceed to 5.14.

5.14 Issuing Court Proceedings (England and Wales only)

5.14.1 The Supplier shall undertake all action including the instigation of proceedings at the agreed rates.

The Supplier will utilise the Claim Production Centre (CPC). Tapes should be forwarded to the CPC for claims to be issued within 48 hours of receipt of instruction. All savings made by using the CPC must be passed directly to the Buyer. The Supplier shall monitor the speed of issue of proceedings by the Court.

The Supplier must always endeavour to obtain Judgment (where legally possible) in order to secure the Buyer’s position. Judgment shall be applied for automatically by the Supplier on the date allowed by the Court rules. Enforcement proceedings shall be instigated simultaneously unless otherwise instructed. The Supplier shall also assess any information and provide advice on the most prudent method of enforcement. Enforcement

shall initially be by the way of County Court Bailiff for values below £600.00, and the High Court Enforcement Officer for all others.

Offers to pay shall be either accepted or referred to the Buyer dependent upon the parameters set from time to time between the Buyer and the Supplier.

When a matter becomes defended, the Supplier and the Buyer shall decide between themselves the best way to move forward the matter.

On receipt of the Buyer's instructions and information / documentation requested, the file shall be transferred to the appropriate team within the Supplier's organisation depending upon the value of the claim and / or the complexities of the issues. The Supplier shall also notify the Buyer of the charging structure which would apply to the case.

Unless notified otherwise by the Buyer, the Supplier shall have the authority to sign the "Statement of Truth" on any Court documents on behalf of the Buyer.

5.14.2 Claim form

5.14.2.1 Scale of Claim / amount of debt to recover

The Supplier shall issue the claim form on behalf of the Buyer. If the debtor fails to respond within the appropriate timescales, the Supplier shall on the instruction from the Buyer request judgment from the court.

The Supplier shall complete the directions questionnaire detailing the issues surrounding the case before the final hearing should the debtor file a defence or otherwise dispute the money owed.

5.14.3 Judgment

5.14.3.1 Default

5.14.3.2 Admission

5.14.3.3 Part Admission

The Supplier shall undertake to complete the recovery process through to the judgment keeping the Buyer informed of progress throughout or as otherwise agreed.

5.14.4 Enforcement of Judgment

5.14.4.1 Writ/Instruction to High Court Enforcement Officers

5.14.4.2 Orders to obtain information

5.14.4.3 Attachment of Earnings

5.14.4.4 Charging order

5.14.4.5 Third party debt order

5.14.4.6 Orders for sale

5.14.4.7 Re-issue the above

The Supplier at the request of the Buyer shall ask the court to collect payment from the debtor, if the debtor does not pay after receiving the court order.

5.15 Work in relation to defended court proceedings or complex matters (Defended Litigation)

5.15.1 The Supplier shall offer the Buyer the appropriate advice on how to proceed and action accordingly. The Services in scope include application for summary judgments through to steps to trial.

5.16 Issuing Court Proceedings (International / outside jurisdiction)

5.16.1 Rest of UK - Scotland and Northern Ireland

5.16.2 Europe

5.16.3 Rest of World

The Supplier shall undertake all action including the instigation of proceedings at the agreed rates. The Supplier should declare if this work will be managed in-house or via the Supplier's approved sub-contractor(s). Should the sub-contractor(s) not perform or otherwise contravene the expected standard required by the Buyer, the Supplier shall agree to use alternative sub-contractor(s) or if possible, bring in-house.

5.17 Insolvency

5.17.1 Statutory demand

5.17.2 Personal service of Statutory demand

5.17.3 Bankruptcy

5.17.4 Winding up petition

The Supplier shall undertake all action to commence insolvency proceedings at the agreed rates.

5.18 Management Information and Key Performance Indicators (KPIs) - Legal Collections (see page 3 above for details of the agreed KPIs).

General

5.19 The Buyer must be able to access relevant Supplier's system(s) via a secure web link to appraise itself of progress and activities in relation to debt instructions. System availability must be, at a minimum, in the operational/business times of Monday to Friday (excluding bank holidays) between 09.00 to 17.00.

6. KEY MILESTONES FOR IMPLEMENTATION AND COMMUNICATION

6.1 The Supplier shall provide an implementation plan including key milestones and timelines, any risks and/or dependencies, and details of any Buyer input or expected input/support needed from the incumbent supplier to ensure a seamless transfer (if applicable).

7. SOCIAL VALUE COMMITMENT

- 7.1 The Supplier agrees, in providing the required Services and deliverables and performing its obligations under the Call-Off Contract, that it will comply with social value commitments. These are the five main themes and eight subsequent policy outcomes within the social value model:

Theme 1 COVID-19 recovery	Policy outcome: Help local communities to manage and recover from the impact of COVID-19.
Theme 2 Tackling economic inequality	Policy outcome: Create new businesses, new jobs and new skills. Policy outcome: Increase supply chain resilience and capacity.
Theme 3 Fighting climate change	Policy outcome: Effective stewardship of the environment.
Theme 4 Equal opportunity	Policy outcome: Reduce the disability employment gap. Policy outcome: Tackle workforce inequality.
Theme 5 Wellbeing	Policy outcome: Improve health and wellbeing. Policy outcome: Improve community cohesion

- 7.2 The Buyer has asked for details of the Supplier's commitment in regards to themes 2 and 5.

8. CONTINUOUS IMPROVEMENT

- 8.1 The Supplier shall strive to seek improvements/efficiencies in the delivery of the Services to optimise performance and offer value for money, throughout the Contract Period. The Supplier shall present proposals at the regular/quarterly Service Review Meetings.
- 8.2 In addition, the Supplier shall perform an annual service review and prepare and submit a service development report addressing any problems and/or offering potential improvements including efficiencies or changes.
- 8.3 The Supplier's Account Manager or other senior representative shall proactively seek and implement agreed continuous improvement proposals.

9. QUALITY CONTROL AND STANDARDS

- 9.1 The Supplier should have a code of conduct and code of ethics regulating its practices, which should be rigorously applied and complied with.
- 9.2 The Services must be carried out using all reasonable skill and due diligence, and in accordance with good industry practice. The Supplier shall work to the agreed KPIs which will be regularly monitored (see sections 5.11, 5.18 and 9.4 for the KPIs). The Supplier shall assure quality is embedded in its delivery to ensure the required Buyer outcomes and objectives are met, and our reputation is not impacted negatively.
- 9.3 The Supplier should have and must maintain robust quality management systems and processes to implement for these Services, equivalent to quality certification ISO 9001 standard and/or other equivalent standard, and may also hold this accreditation or similar.
- 9.4 These overarching draft Call-Off Contract Management KPIs shall apply - (see page 4 above for details of agreed KPIs).
- 9.5 Performance will be monitored and recorded in the Performance Monitoring Reports/Management Information reporting and reviewed and discussed by the Parties at the Service Review Meetings.

10. IT SECURITY AND DATA PROTECTION

- 10.1 The Supplier must have appropriate IT/technology, personnel and procedural security measures in place (including compliance from any third party providers e.g. data centres) to prevent unauthorised access/disclosure or misuse or loss of the Buyer's information and any data collected on behalf of the Buyer as part of this Call-Off Contract. The Supplier should have Cyber Essentials certification or an equivalent certification <https://www.ncsc.gov.uk/cyberessentials/overview> (or sufficiently robust procedures) and may also hold ISO 27001: Information Security Management certification.
- 10.2 The Supplier's systems must be robust to securely hold and manage debt instructions and debtor information/data in accordance with appropriate industry information security practices and prevailing Data Protection legislation, and the resilience of the systems must safeguard the confidentiality and the integrity of information/Personal Data.
- 10.3 The Supplier should have clear and documented procedures for data handling and the processing (and disposal) of Personal Data. which should be rigorously observed to ensure the protection of the rights of data subjects. The Buyer's preference is for Personal Data not to be transferred outside the UK where possible; however, alternative proposals will be reviewed.
- 10.4 Contract Schedule 1 Data Protection Particulars shall be completed as part of the Call-Off Contract.
- 10.5 Any suspected or confirmed security breaches involving the Buyer's information/data must be reported immediately to the Buyer, with details of impact and proposals for mitigation, rectification and preventing recurrence.

- 10.6 The Buyer must be able to access relevant Supplier's system(s) via a secure web link (no integration with our systems) to appraise itself of progress and activities in relation to debt instructions. System availability must be at a minimum in the operational/business times of Monday to Friday (excluding bank holidays) between 09.00 to 17.00.
- 10.7 The Supplier shall hold and operate an up-to-date and robust business continuity and disaster recovery plan.

11. COMMERCIAL DETAILS AND INVOICING *(not included here - see full ITT for details)*

12. CONTRACT MANAGEMENT ARRANGEMENTS

- 12.1 The Parties shall work collaboratively to form a successful working relationship with mutual understanding to optimise performance.
- 12.2 The Supplier shall nominate an experienced Account Manager to manage the Contract relationship with the Buyer. Their responsibilities shall include: attending the quarterly Service Review Meetings and providing the monthly Performance Monitoring Reports/Management Information reporting; being the primary point of contact with the Buyer; resourcing allocation and management; seeking continuous improvement; risk management; and monitoring the quality of the performance/Services and for complaint resolution and escalation. The Account Manager shall be considered Key Staff and all reasonable endeavours should be made to ensure continuity in this role throughout the Contract Period.
- 12.3 The frequency and agenda of the Service Review Meetings and requirement for and content of the Performance Monitoring Reports/Management Information reporting shall be kept under review and may be varied as agreed.
- 12.4 The Supplier shall perform an annual service review and prepare and submit a service development report addressing any problems and/or offering potential improvements including efficiencies or changes.
- 12.5 The Supplier shall maintain a complaints handling procedure and register to allow for the identification and tracking of individual complaints from initiation to resolution (both debtor and Buyer complaints).
- 12.6 The Supplier should nominate staff (and sub-contractors if applicable) with the relevant levels of skills, qualifications and experience to work on instructions/cases. The Supplier shall manage and co-ordinate the use of any sub-contractor(s); should the sub-contractor(s) not perform to the expected standards, substitute resources should be proposed.
- 12.7 The Supplier and the nominated Supplier Staff/resourcing must be free from having any actual or potential conflicts of interest, to ensure objectivity in the service delivery. The Supplier must ensure it checks and confirms its position and makes any relevant declarations where an actual/potential conflict is identified (per instruction and throughout the duration of the Call-Off Contract); conflict mitigations may be

proposed for the Buyer to review to confirm if a manageable or insurmountable conflict exists.

- 12.8 The Parties shall maintain contact with each other by email, telephone and face-to-face channels; via scheduled meetings and ad hoc catch-ups/touchpoints (virtual or face-to-face). The Supplier shall provide the Buyer with regular progress updates, as well as providing access to the relevant Supplier's systems (via a web link) so it can review progress itself. Meetings may be held virtually or at the Buyer's Canary Wharf offices or as otherwise agreed.
- 12.9 The Key Performance Indicators/KPIs (see sections 5.11, 5.18 and 9.4) will be monitored and documented in the Performance Monitoring Reports/Management Information reporting, and reviewed and discussed by the Parties at the quarterly Service Review Meetings. On occasion, the Buyer may request ad hoc MI to support us (to be provided at no additional cost). All reports shall be made available to the Buyer either in electronic batch format or on an individual basis (format to be agreed).
- 12.10 The Supplier's Account Manager and operational staff/customer services helpdesk should be contactable Monday to Friday (excluding bank holidays) between 09.00 to 17.00 to take instructions, handle queries etc.
- 12.11 The Supplier shall maintain and implement strict internal controls and policies/procedures in the delivery of the Services, to ensure financial probity and fraud prevention and comprehensive/auditable accounts and an audit trail of transactions are kept.

13. RESOURCING/STAFF

- 13.1 The Supplier shall have access to suitably skilled and experienced resourcing, with access to substitutes if needed. The Supplier should have the capacity to scale up resourcing to deal with service fluctuations/peaks and cover absences.
- 13.2 The Supplier shall ensure that all Supplier Staff and any sub-contractors' personnel (if applicable) assigned to the Buyer's Call-Off Contract shall be suitably experienced, skilled and qualified to deliver the Services for which they are employed and their nominated role on the Call-Off Contract.
- 13.3 The Supplier's Account Manager shall be considered Key Staff and all reasonable endeavours should be made to ensure continuity in this role throughout the Contract Period.

14. EXIT MANAGEMENT

- 14.1 The Supplier shall provide termination assistance on expiry/termination of the Contract and shall draft an Exit Plan (on request) to help manage exit and, if applicable, the transition to a new supplier.

SCHEDULE 3 – TENDER RESPONSE

Extracts from the Supplier's Tender Response are contained in the following details.

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SCHEDULE 4 – COMMERCIAL AND CHARGES AND PAYMENT

Charges/Pricing and Rate Cards

- 1) The basis for charging shall be on a “No-success, No-fee” basis with the Supplier only charging on a commission only basis in respect of the amount of debt recovered according to the percentage fee rates stated below, regardless of how much engagement is undertaken with each debtor.
- 2) The percentage fee rates and pricing offered shall be capped (remain firm) for the Contract Period - with the exception of any statutory fees.
- 3) In addition, some standard fixed/statutory fees, other charges e.g. legal fees and disbursements may apply and shall be paid at cost when incurred – see the tables/rate cards below for some details. Any charges must be agreed in advance with the Buyer.
- 4) VAT should also be added, at the prevailing rate, to each invoice.
- 5) The Buyer shall commission/call off Services on an hoc basis as required. There shall be no commitment to commission Services or guarantee of volumes of work; nor any exclusivity with the appointed Supplier in relation to offering relevant future Services to that Supplier.
- 6) The Contract award value shall be up to a maximum total value of **up to £245,000.00** excluding VAT across the Contract Period (there is no guarantee of volume/expenditure); the Buyer must agree any additional expenditure/budget and a Contract variation form completed to validate this.

Pre-Legal Collection Fee Rates

[illegible]

Legal Recoveries/Collection Fee Rates

Bandings	Charges as a % Fee of recovered amounts
Redacted under FOIA Sect 43(2) Commercial Interests	

Tracing Fees

Tracing Types	Cost for service (excluding VAT)
Redacted under FOIA Sect 43(2) Commercial Interests	

Other Charges

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Invoicing/Payment

- 1) All Invoices must be submitted electronically in arrears to accounts.payable@mhra.gov.uk with a supporting breakdown of the charges (a summary page and a full narrative on fees and costs per case to be provided). The format of the invoices shall be agreed. The Supplier's fees must not be collected from the debtors' payment and must be invoiced separately.
- 2) VAT should be added, at the prevailing rate, to each invoice.
- 3) The Supplier shall submit payments via BACS and shall confirm in writing (providing a full remittance advice note) what funds have been collected on behalf of the Buyer and deposited as agreed. Where the Buyer receives payments direct from debtors, it shall notify the Supplier of this once it becomes aware.
- 4) The Buyer has a "no purchase order no pay policy" in place. Any work or expense the Supplier undertakes prior to receipt of a purchase order is undertaken solely at the Supplier's risk. Any invoice the Supplier submits must quote the valid purchase order number and the invoice value must not exceed the value of the purchase order. Invoices not meeting these requirements could be rejected and therefore payment may be delayed.
- 5) The Supplier must keep detailed accounts of all monies collected for the current year plus six years; open book accounting may be used with the Supplier.

Financial Administration

Competent administration of all financial matters for which the Supplier is responsible, assuring internal integrity and probity in financial administration in respect of all aspects of the Services.

The Supplier shall:

- record and report on financial and statistical information; and
- maintain a comprehensive audit trail including supporting documentation for all revenue transactions and adjustments; and
- indemnify the Buyer against any consequential loss or penalty arising from its failure to exercise due financial, or other, control.