

Department of Health & Social Care

RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: C365571

THE BUYER: Secretary of state for health and social care acting as part of the Crown

BUYER ADDRESS: 39 Victoria Street, London, SW1H 0EU

THE SUPPLIER: Moorhouse Consulting

SUPPLIER ADDRESS: 69 Old Broad Street, London, EC2M 1QS

REGISTRATION NUMBER: 05053551

DUNS NUMBER: 737971072

SID4GOV ID: N/A

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated . It's issued under the Framework Contract with the reference number RM6187 for the provision of Training Needs Analysis (TNA)

CALL-OFF LOT(S): Lot 5 HR

Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract. Where schedules are missing, those schedules are not part of the agreement and can not be used. If the documents conflict, the following order of precedence applies:

- 1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.
- 2. Joint Schedule 1(Definitions and Interpretation) RM6187

3. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

• Joint Schedule 11 (Processing Data)

Call-Off Schedules

- Call-Off Schedule 5 (Pricing Details) Optional
- Call-Off Schedule 20 (Call-Off Specification)
- CCS Core Terms

Supplier terms are not part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

Call-off special terms

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1 - The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is

- (i) specified in this Contract or
- (ii) which the Buyer has Approved prior to the Supplier incurring that expense or that disbursement. The Supplier may not invoice the Buyer for any other expenses or any other disbursements

Call-off start date: 02/06/2025

Call-off expiry date: 02/10/2025

Call-off initial period: 4 months

Call-off deliverables:

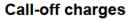
See details in Call-Off Schedule 20 (Call-Off Specification)

Security

Short form security requirements apply

Maximum liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.



See details in Call-Off Schedule 5 (Pricing Details)

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

Reimbursable expenses

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

Buver's invoice address

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives do not apply to this Call-Off Contract.

Buyer's authorised representative

Buyer's security policy

representative

Supplier's contract manager

Progress report frequency

Weekly status report as input to project team check ins on Wednesday.

Progress meeting frequency

Weekly via Wednesday project team check ins



Key subcontractor(s) Not applicable

Commercially sensitive information

Not applicable

Service credits

Not applicable

Additional insurances

Not applicable or insert details of Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)]

Guarantee

Not applicable

Buyer's environmental and social value policy

Available online

Social value commitment

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments.

Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read the Call-Off Order Form and the Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

For and on behalf of the Supplier:



For and on behalf of the Buyer:



Joint Schedule 1 (Definitions)

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
 - 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words **"including"**, **"other"**, **"in particular**", **"for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words **"without limitation**";
 - 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
 - 1.3.8 references to **"Clauses"** and **"Schedules"** are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.9 references to **"Paragraphs"** are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
 - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause

numbers specified;

- 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract;
- 1.3.12 where the Buyer is a Central Government Body it shall be treated as contracting with the Crown as a whole;
- 1.3.13 any reference in a Contract which immediately before Exit Day is a reference to (as it has effect from time to time):
 - (□) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("EU References") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
 - (□) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred; and
- 1.3.14 unless otherwise provided, references to "**Buyer**" shall be construed as including Exempt Buyers; and
- 1.3.15 unless otherwise provided, references to "**Call-Off Contract**" and "**Contract**" shall be construed as including Exempt Call-off Contracts.
- 1.4 In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "Achieved", "Achieving" and "Achievement" shall be construed accordingly;
"Additional Insurances"	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Admin Fee"	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am- supplier/management-information/admin-fees;
"Affected Party"	the Party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and "Approve" and

	"Approved" shall be construed accordingly;
"Audit"	the Relevant Authority's right to:
	verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract);
	 verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Deliverables;
	 verify the Open Book Data;
	 verify the Supplier's and each Subcontractor's compliance with the applicable Law;
	 identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
	 identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;
	 obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
	 review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;
	 carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;
	 enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources;
	 verify the accuracy and completeness of any:
	(i) Management Information delivered or required by the Framework Contract; or
	(ii) Financial Report and compliance with Financial Transparency Objectives as specified by the Buyer in the Order Form;

"Auditor"	a) the Buyer's internal and external auditors;
	b) the Buyer's statutory or regulatory auditors;
	 c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;
	d) HM Treasury or the Cabinet Office;
	e) any party formally appointed by the Buyer to carry out audit or similar review functions; and
	f) successors or assigns of any of the above;
"Authority"	CCS and each Buyer;
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	the relevant public sector purchaser identified as such in the Order Form;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Call-Off Contract"	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
"Call-Off Contract Period"	the Contract Period in respect of the Call-Off Contract;
"Call-Off Expiry Date"	the scheduled date of the end of a Call-Off Contract as stated in the Order Form;
"Call-Off Incorporated	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;

Terms"	
"Call-Off Initial Period"	the Initial Period of a Call-Off Contract specified in the Order Form;
"Call-Off Optional Extension Period"	such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form;
"Call-Off Procedure"	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);
"Call-Off Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
"Call-Off Start Date"	the date of start of a Call-Off Contract as stated in the Order Form;
"Call-Off Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
"Central Government Body"	a body listed in one of the following subcategories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:
	□) Government Department;
	 Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
	□) Non-Ministerial Department; or
	□) Executive Agency;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become,

	entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
"Contract"	either the Framework Contract or the Call-Off Contract, as the context requires;
"Contract Period"	the term of either a Framework Contract or Call-Off Contract on and from the earlier of the:
	a) applicable Start Date; or
	b) the Effective Date
	up to and including the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and " Controlled " shall be construed accordingly;
"Controller"	has the meaning given to it in the GDPR;
"Core Terms"	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:

 the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the
Supplier Staff, including:
□) base salary paid to the Supplier Staff;
 employer's National Insurance contributions;
\Box) pension contributions;
 □) car allowances;
\Box) any other contractual employment benefits;
 □) staff training;
 □) workplace accommodation;
 workplace IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and
\square) reasonable recruitment costs, as agreed with the Buyer;
costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;
)operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and
 Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;
but excluding:
□) Overhead;
 □) financing or similar costs;
 maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;
□) taxation;
 □) fines and penalties;
 amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and
 non-cash items (including depreciation, amortisation, impairments and movements in provisions);

"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
"Data Protection Liability Cap"	the amount specified in the Framework Award Form;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Charge"	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. " Deliver " and " Delivered " shall be construed accordingly;
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);

"Dispute" "Dispute Resolution	any claim, dispute or difference (whether contractual or non- contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts; the dispute resolution procedure set out in Clause 34 (Resolving disputes);
Procedure"	
"Documentation"	descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:
	 a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables
	 b) is required by the Supplier in order to provide the Deliverables; and/or
	 c) has been or shall be generated for the purpose of providing the Deliverables;
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	the Data Protection Act 2018;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Electronic Invoice"	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any

	other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	the earlier of:
	 a) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or
	 b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;
"Estimated Yearly Charges"	means for the purposes of calculating each Party's annual liability under clause 11.2:
	i) in the first Contract Year, the Estimated Year 1 Charges; or
	ii) in any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or
	iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;
"Exempt Buyer"	a public sector purchaser that is:
	a) eligible to use the Framework Contract; and
	 b) is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of:
	□) the Regulations;
	□) the Concession Contracts Regulations 2016 (SI 2016/273);
	 □) the Utilities Contracts Regulations 2016 (SI 2016/274);
	 the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848);

	 □) Directive 2014/23/EU of the European Parliament and Council;
	 Directive 2014/24/EU of the European Parliament and Council;
	 □) Directive 2014/25/EU of the European Parliament and Council; or
	 □) Directive 2009/81/EC of the European Parliament and Council;
"Exempt Call-off Contract"	the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract;
"Exempt Procurement Amendments"	any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;

"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Exit Day"	shall have the meaning in the European Union (Withdrawal) Act 2018;
"Expiry Date"	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
"Extension Period"	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
"Financial Reports"	 a report by the Supplier to the Buyer that: (a) provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier; (b) provides detail a true and fair reflection of the costs and expenses to be incurred by Key Subcontractors (as requested by the Buyer); (c) is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Buyer to the Supplier on or before the Start Date for the purposes of the Contract; and (d) is certified by the Supplier's Chief Financial Officer or Director of Finance;
"Financial Representative"	a reasonably skilled and experienced member of the Supplier Staff who has specific responsibility for preparing, maintaining,

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	facilitating access to, discussing and explaining the records and accounts of everything to do with the Contract (as referred to in Clause 6), Financial Reports and Open Book Data;
"Financial Transparency Objectives"	 (a) the Buyer having a clear analysis of the Costs, Overhead recoveries (where relevant), time spent by Supplier Staff in providing the Services and Supplier Profit Margin so that it can understand any payment sought by the Supplier; (b) the Parties being able to understand Costs forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques; (c) the Parties being able to understand the quantitative impact of any Variations that affect ongoing Costs and identifying how these could be mitigated and/or reflected in the Charges; (d) the Parties being able to review, address issues with and reforecast progress in relation to the provision of the Services; (e) the Parties challenging each other with ideas for efficiency and improvements; and (f) enabling the Buyer to demonstrate that it is achieving value for money for the taxpayer relative to current market prices;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by the Affected Party, including:
	 riots, civil commotion, war or armed conflict;
	acts of terrorism;
	 acts of a Central Government Body, local government or regulatory bodies;
	• fire, flood, storm or earthquake or other natural disaster,
	but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force

	Majeure Event;
"Framework Award Form"	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
"Framework Contract"	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
"Framework Contract Period"	the period from the Framework Start Date until the End Date of the Framework Contract;
"Framework Expiry Date"	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
"Framework Incorporated Terms"	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
"Framework Optional Extension Period"	such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;
"Framework Price(s)"	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
"Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Start Date"	the date of start of the Framework Contract as stated in the Framework Award Form;
"Framework Tender Response"	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);
"Further Competition Procedure"	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti- Abuse Rule"	 the legislation in Part 5 of the Finance Act 2013 and; and any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as

	specified in the Order Form ;
"Good Industry Practice"	standards, practises, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	 the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: are supplied to the Supplier by or on behalf of the
	 Authority; or the Supplier is required to generate, process, store or transmit pursuant to a Contract;
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	 an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including: a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practises of either Party;

	 d) a timetable for the implementation, together with any proposals for the testing of the Variation; and
	e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and " Independent Controller " shall be construed accordingly;
"Indexation"	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
"Insolvency	with respect to any person, means:
Event"	(a) that person 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:
	(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or
	(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;
	(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;

	assets of that person or a receiver is appointed over the assets of that person;
	(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days;
	(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
	(f) where that person is a company, a LLP or a partnership:
	(i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;
	(ii) 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 filed at Court or given or if an administrator is appointed, over that person;
	(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or
	(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or
	(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
"Intellectual Property Rights" or "IPR"	 a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;
	 b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction;

	and
	 c) all other rights having equivalent or similar effect in any country or jurisdiction;
"Invoicing Address"	the address to which the Supplier shall invoice the Buyer as specified in the Order Form;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: <u>https://www.gov.uk/guidance/ir35-find-out-if-it-applies;</u>
"Joint Controller Agreement"	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (<i>Processing Data</i>);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Staff"	the individuals (if any) identified as such in the Order Form;
"Key Sub- Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	 any Subcontractor: a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract, and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable

	right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgement, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and " Loss " shall be interpreted accordingly;
"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"Management Charge"	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
"Management Information" or "MI"	the management information specified in Framework Schedule 5 (Management Charges and Information);
"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period
"MI Failure"	means when an MI report:
	 a) contains any material errors or material omissions or a missing mandatory field; or
	b) is submitted using an incorrect MI reporting Template; or
	 c) is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
"MI Reporting Template"	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and " Monthly " shall be interpreted accordingly;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New IPR"	IPR in items created by the Supplier (or by a third party on behalf

	of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or
	IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;
	but shall not include the Supplier's Existing IPR;
"Occasion of Tax	where:
Non– Compliance"	 a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:
	i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
	ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or
	 b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;
"Open Book Data "	complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:
	 a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;
	 b) operating expenditure relating to the provision of the Deliverables including an analysis showing:
	 the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;
	 staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade;
	 a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and

	 Reimbursable Expenses, if allowed under the Order Form; c) Overheads;
	c) Overneaus,
	 d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;
	e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;
	 f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;
	 g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and
	h) the actual Costs profile for each Service Period;
"Order"	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
"Order Form Template"	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
"Other Contracting Authority"	any actual or potential Buyer under the Framework Contract;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the Framework Contract, CCS or the Supplier, and in the context of a Call-Off Contract the Buyer or the Supplier. " Parties " shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);

"Personal Data"	has the meaning given to it in the GDPR;
"Personal Data Breach"	has the meaning given to it in the GDPR;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle- blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: <u>https://www.gov.uk/government/publications/blowing-the-</u> <u>whistle-list-of-prescribed-people-and-bodies2/whistleblowing-list-</u> <u>of-prescribed-people-and-bodies;</u>
"Processing"	has the meaning given to it in the GDPR;
"Processor"	has the meaning given to it in the GDPR;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
"Prohibited Acts"	 a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:
	 induce that person to perform improperly a relevant function or activity; or
	 reward that person for improper performance of a relevant function or activity;
	b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or
	c) committing any offence:
	■ under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or
	under legislation or common law concerning fraudulent acts;

	or
	 defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or
	d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract.
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	 a) the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan) which shall include:
	 b) full details of the Default that has occurred, including a root cause analysis;
	c) the actual or anticipated effect of the Default; and
	 d) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:
	travel expenses incurred as a result of Supplier Staff travelling

	premises at which the Services are principally to be performed, unless the Buyer otherwise agreed in advance in writing; and
	 subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
	Authority which is party to the Contract to which a right or gation is owed, as the context requires;
"Relevant Authority's Confidential Information"	all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);
	any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and
info	rmation derived from any of the above;
Requirements" incl	applicable Law relating to bribery, corruption and fraud, uding the Bribery Act 2010 and any guidance issued by the cretary of State pursuant to section 9 of the Bribery Act 2010;
	RC, or, if applicable, the tax authority in the jurisdiction in which Supplier is established;
Notice" to t	otice sent in accordance with Clause 10.5 given by the Supplier he Buyer providing notification that payment has not been eived on time;
Deliverables" Del of the those	deliverables which are substantially similar to any of the iverables and which the Buyer receives in substitution for any he Deliverables following the Call-Off Expiry Date, whether se goods are provided by the Buyer internally and/or by any d party;
Subcontractor" Tra	ubcontractor of the Replacement Supplier to whom nsferring Supplier Employees will transfer on a Service nsfer Date (or any Subcontractor of any such Subcontractor);
Supplier" or a Buy	third party provider of Replacement Deliverables appointed by at the direction of the Buyer from time to time or where the ver is providing Replacement Deliverables for its own account, all also include the Buyer;
"Request For a re	equest for information or an apparent request relating to a

Information"	Contract for the provision of the Deliverables or an apparent
	request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Self Audit Certificate"	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Order Form;
"Services"	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:a) the Deliverables are (or are to be) provided; or
	 b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
	 c) those premises at which any Supplier Equipment or any part of the Supplier System is located (where any part of the Deliverables provided falls within Call-Off Schedule 6

	(ICT Services));
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Special Terms"	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
"Standards"	 any: a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in Schedule 1 (Specification); c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; d) relevant Government codes of practice and guidance
"Start Date"	applicable from time to time; in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
"Statement of Requirements"	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
"Storage Media"	the part of any device that is capable of storing and retrieving data;

"Sub-Contract"	 any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party: a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub- Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Supplier"	the person, firm or company identified in the Framework Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
"Supplier's Confidential Information"	 a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract; c) Information derived from any of (a) and (b) above;
"Supplier's Contract Manager	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off

	Contract;
"Supplier Marketing Contact"	shall be the person identified in the Framework Award Form;
"Supplier Non- Performance"	where the Supplier has failed to:
	a) Achieve a Milestone by its Milestone Date;
	 b) provide the Goods and/or Services in accordance with the Service Levels ; and/or
	c) comply with an obligation under a Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;
"Test Plan"	a plan:
	a) for the Testing of the Deliverables; and
	 b) setting out other agreed criteria related to the achievement of Milestones;
"Tests "	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and " Tested " and " Testing " shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transferring	those employees of the Supplier and/or the Supplier's

	<u> </u>
Supplier Employees"	Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for –
	 (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and
	(ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
"Variation"	any change to a Contract;
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy- note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form;
"Work Day"	8.0 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and
"Work Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks.

Data Protection Impact Assessment

Data Protection Impact Assessment (DPIA)

Office of the Data Protection Officer Chief Data Officer's Directorate

Completed 28th May 2025

Introduction

Please read the <u>DPIA guidance and completion notes</u> before you start to fill this form in. It will tell you how to complete a DPIA and why you need to do it. It will also tell you about the information that you need to provide and some of the risks that you may need to think about.

When you are filling in this DPIA in please use plain, simple language. Avoid jargon, tech-heavy narrative and write out acronyms. This will prevent us having to ask you for explanations. A Level 1 DPIA (Section 1 and Section 2) should be completed in all cases. Once reviewed the Office of the

Data Protection Impact Assessment

Data Protection Officer (ODPO) will advise if your DPIA needs to progress to a Level 2 DPIA (Section 4 and Section 5).

This DPIA has 5 sections:

- Section 1: Tell us who is responsible for this DPIA and your project or initiative
- Section 2: Level 1 DPIA tell us about the personal data you are using and who is involved
- Section 3: ODPO use only
- Section 4: Level 2 DPIA to be completed only if advised to do so by ODPO
- Section 5: Identifying any privacy risks and signing off the DPIA.

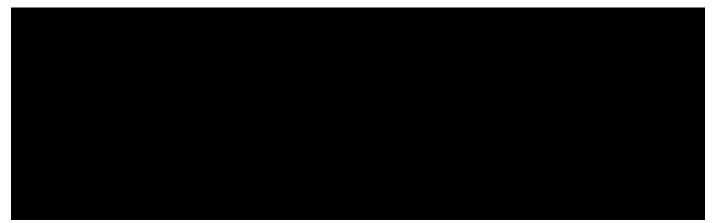
Remember - you only need to complete a DPIA if you are using personal data.

Personal data is information relating to living individuals who either:

- can be identified, or who are identifiable, directly from the information in question
- can be indirectly identified from that information in combination with other information

When completed, your DPIA should be sent to ODPO:

Data Protection Impact Assessment (DPIA)



1. Document contributors

The DPIA is owned by the team undertaking the processing.

1. Document owners

To be completed by the business lead

The individuals named below will be responsible for implementing all compliance activities required as a result of the assessment process.

Business owner

This should be the project or team lead responsible for completing this DPIA.

This should be the relevant SCS accountable for the project or programme.

2. Data Protection Impact Assessment (Level 1) To be completed by the business owner and emailed to the <u>Office of the DPO</u>.

2.1 Previous reviews

Data Protection Impact Assessment

Has this project, programme or initiative been subject to a previous Data Protection Impact Assessment? No

If yes, please attach the previous DPIA.

2.2 Purpose of the processing

Describe your project or initiative – in a way that would give somebody who is not involved a good understanding of what it is about and the outcomes and benefits it hopes to achieve.

The initiative is a Training Needs Analysis to around 500 staff in commercial and procurement roles across 13 organisations within the Health Family. The initiative will investigate the skills and competencies which currently exist, where the gaps are, what future needs are anticipated and what training is currently available to staff.

Aims/Objectives - Why is it being undertaken? What is the purpose and necessity of processing the personal data?

This aligns to the Commercial strategy, a key piece of which relates to Commercial capability.

Currently, no single competency framework exists, there are challenges with retention across the health family of Commercial Procurement, Contract and Category Management specialists, and variation in the number and nature of roles, role definitions and capability expectations across each organisation, as well as the level of L&D investment.

The data is being collected and processed to:

a) Understand the current and future state of skills and competencies across DHSC and the ALBs

b) Evaluate GCF, NHSE and industry best practice competency frameworks to assess degree of alignment

c) Understand to what degree consolidated learning and career development pathways across DHSC, NHS, and ALBs could be achieved

d) Assess if a single Centre of Excellence and L&D program can meet the entire Health System's needs

The above is necessary to ensure the below, within DHSC and ALBs commercial and procurement teams:

a) Skilled people are capable to deliver national priorities and horizontal policies, ensuring effective use of resources and the highest standards of care delivered

b) There is a co-ordinated and efficient structure to support the effective use of resources, and the highest standards of care delivered

c) People feel resilient and supported to succeed driving attraction and retention amongst and across the health family

d) There is transparent & equitable access for staff to manage and coordinate their development and career journey

Risks - Could the project or initiative be considered controversial or impact public trust in DHSC? Please provide an explanation for your answer.

No, the purpose of this work is to collectively understand the skills we currently have and what will be useful in the future. The outcomes will lead to the co-creation of a Learning and Development offer to support career development, across the health family. Further communications, including invites to be part of this process will follow in the coming weeks. This is an internal piece of work to develop our collective skills and capabilities, including designing and developing Learning and Career journeys for the Health Family.

Data ethics - Have you considered any ethical concerns in your project or initiative? (For example, does the collecting, generating, analysing and sharing of personal data have the potential to adversely impact individuals?)

If applicable, please complete and submit the data ethics self-referral checklist available on the <u>Data ethics</u> intranet page. Any concerns should be discussed with our Data Ethics team who can be contacted at <u>dataethics@dhsc.gov.uk</u>. Please note that it is mandatory to contact the Data Ethics team if your work uses artificial intelligence (AI).

Automated decision making - Will your use of the data result in automated decisions or actions being made about people in ways that could have a significant impact on them? If yes, please provide more detail below.

Our work will use AI to support with the analysis of the free text responses and information captured from Focus Groups. Moorhouse have their own ChatGPT Enterprise, no data is used to train the models, and built-in security ensures safer usage compared to personal accounts. Moorhouse have an AI acceptable usage policy which all staff are aware of and comply with (which can be shared with DHSC if needed).

The Training Needs Analysis survey is an anonymous survey and will not ask any questions to staff which risks identification.

Data Protection Impact Assessment

Across the Health Family, there are 13 organisations, within which there are c. 500 people in commercial and procurement roles. In organisations where the commercial and procurement head count is small enough to risk identifying the individual from their role level and focus area (procurement, logistics or analytics), individuals will be asked to share the type of ALB their organisation belongs to (Executive Agency / Executive Non-Departmental Public Body / Special Health Authority), instead of the name of their organisation. All use of AI will be anonymous and not attributable to people.

Data retention - How long are you planning to retain any personal data collected as part of this project? Please include justification for the retention period.

The data will only be held for the duration of the project, which is c. twelve weeks. It is due to conclude by no later than November 2025. The purpose of holding the data will be to undertake analysis, to support the design and development of the training needs only. Following completion of the project, the data will be deleted by the supplier and notification provided to DHSC confirming such.

Personal data type	Yes, this data is being collected	Justifications: there must be justification for processing a particular type of personal data - for example, to correctly identify an individual. If yes, please tell us why you are collecting this data
Name		Say why you are collecting this data
Address		Say why you are collecting this data
Postcode		Say why you are collecting this data
Date of birth		Say why you are collecting this data
Age		Say why you are collecting this data
Sex		Say why you are collecting this data
Gender		Say why you are collecting this data
Previous names		Say why you are collecting this data
Photo		Say why you are collecting this data
Voice recording		The contractor will record focus group meetings to help with the analysis of the responses. Recordings will be deleted once outputs are delivered to DHSC.

2.3 Personal data to be processed

Mobile/home phone no.	Say why you are collecting this data
Email address	This will be an optional field for Staff to provide, should they wish to be included in a focus group.
IP address	Say why you are collecting this data
Geographical location (eg where treatment is received)	Say why you are collecting this data
Nationality/immigration status	Say why you are collecting this data
Marital status	Say why you are collecting this data
Children & other family members	Say why you are collecting this data
Bank details	Say why you are collecting this data
Job title	Say why you are collecting this data
Employment records	Say why you are collecting this data
Pension details	Say why you are collecting this data
Tax details	Say why you are collecting this data
NI details	Say why you are collecting this data
Other	Participants will be asked questions relating to their opinions and experiences of training, skills gaps and learning & development within their organisation. Whilst these questions do not seek to elicit identifiable data, responses that reference an individual's role, grade or level of experience may lead to them being identifiable from the content of their response.

Please select all relevant options below to describe the data you will receive and use.

Categories of data subjects	
Patients/service users/general public	N/A
DHSC employees	Yes
Wider health and social care staff	Yes
Children and/or vulnerable people	N/A

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Other – for example, contractor/off payroll workers	N/A

Number of people involved	
Less than 100	
Between 100 and 999	X
Between 1,000 and 99,999	
Between 100,000 and 1 million	
Between 1 million and 10 million	
Over 10 million	

Special categories of personal data

The UK GDPR singles out some types of personal data as likely to be more sensitive and gives them extra protection as the use of this data could create significant risks to an individual's fundamental rights and freedoms. Please read the <u>DPIA guidance and completion notes</u> for more information if you are using sensitive and special categories of personal data.

Sensitive or special category of personal data	Yes	N/A	Justification (there must be justification for processing special category data). If yes, please tell us why you are collecting this data
Information relating to the individual's physical or mental health condition			Say why you are collecting this data
Information relating to the individual's sex life or sexual orientation			Say why you are collecting this data
Information relating to any offences committed by the individual, criminal proceedings, outcomes and sentences			Say why you are collecting this data
Information relating to the political opinion of an individual			Say why you are collecting this data

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Information which relates to the ethnic origin of the individual	Say why you are collecting this data
Information relating to the individual's membership of a trade union	Say why you are collecting this data
Information relating to genetic /biometric details (where processed to uniquely identify an individual)	Say why you are collecting this data
Information relating to the individual's religion or other beliefs	Say why you are collecting this data

If you think your data is commercially or otherwise sensiti information please approach the Information Risk team at

2.4 The organisations involved in processing the personal data you are proposing to use The Data Controller (DC) is the main decisionmaker when it comes to how people's personal information is handled, and how it is kept safe. A Data Processor (DP) acts on behalf of a controller.

Any supporting documentation (for example, data flows, infographics) should be annexed.

Name	Please state whether the DC or a DP		What Governance is in Place - (Contract (C) Data Processing Agreement (DPA), Memorandum of Understanding (MoU), Legal Duty/Power (LD/P)
DHSC	DC		Contract
Moorhouse Consulting	DP		Contract
Has a data flow mapping exercise been completed (if so, please annex)	Yes	No	
Does your project or initiative involve the use of sub processors. If yes how is this managed	Yes	No	
(A sub processor is anyone sub- contracted by a data processor to carry out some of their data processing duties)			
Does your project or initiative involve giving external contractors access to the data? If yes, how is this managed	Yes	No	

Does your project or initiative involve the collection or processing	Yes
of personal data? If yes, it may	
need to be entered onto the	
Information Asset Register (IAR).	
Please contact your information	
asset owner (your Deputy Director)	
to arrange its entry on the IAR. If	
you have difficulty contacting your	
information asset owner, you can	
contact	
assuranceandinforisk@dhsc.gov.uk	
Where will the information be	UK
processed or stored? If not in the	
UK, please specify where (including	
for any sub-processors)	Commercial Deliev Team & Commercial Director's
Which team(s) and roles have	Commercial Policy Team & Commercial Director's
access to the personal data within	Office
DHSC?	https://www.gov/uk/gov/orggonet/gublications/dbaa
Is the personal data processing	https://www.gov.uk/government/publications/dhsc-
covered by an adequate privacy	privacy-notice/dhsc-privacy-notice
notice? If so, please annex or include a link to the published notice	
include a link to the published hotice	
(If not, please complete the privacy	
notice template found on the <u>Data</u>	
Protection intranet page and annex	
to this DPIA)	
If applicable, can DHSC audit a	Yes
processor's use of this personal	
data?	
Is data shared with any third parties	No
other than the data processors or	
sub-processors listed above?	
If so, is there a Data Sharing	N/A
Agreement (DSA)/protocol in place?	
(If so, please annex)	

2.5 Legal basis for processing the personal data

You must identify an appropriate legal basis under Article 6 of the UK GDPR for the proposed processing.

Article	Legal basis	Yes / No
6(1)(a)	Consent of the data subject (consent should only be used if other legal	No
	bases do not apply)	

6(1)(b)	Processing is necessary for the performance of a contract with the data subject or to take steps to enter into a contract	No
6(1)(c)	Processing is necessary for compliance with a legal obligation (please state which one)	No
6(1)(d)	Processing is necessary to protect the vital interests of a data subject or another person	No
6(1)(e)	Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller	Yes

2.6 Article 9 conditions for processing special category data

Please identify which condition you have identified.

Article	Legal basis	Yes / No
9(a)	Explicit consent	No
9(b)	Employment, social security and social protection (if authorised by law)	No
9(c)	Vital Interests	No
9(d)	Not for profit bodies	No
9(e)	Made public by the data subject	No
9(f)	Legal claims or judicial acts	No
9(g)	Reasons of substantial public interest (with a basis in law)	No
9(h)	Health or social care (with a basis in law)	No
9(i)	Public Health (with a basis in law)	No
9(j)	Archiving, research and statistics (with a basis in law)	No

Thank you for completing the Level 1 Data Protection Impact Assessment. Please email to the <u>Office of the DPO</u> with any attachments as detailed above.

A member of the team will contact you to appraise the processing and complete the review. We aim to respond within five working days.

Office of the Data Protection Officer

3. DPIA level 1 Risk Screening (to be completed by ODPO) 3.1 Type(s) of personal data

Type(s) of personal data	Personal (identifiable) data	Υ
processed	Pseudonymised data	Ν
	Anonymised or aggregated	Υ
	Special category data	Ν
	Confidential patient information	Ν

3.2 Risk thresholds

-	_
	If the answer to any of
N	these statements is
	'Yes', Level 1 DPIA
	- appropriate
N	
N	
	If the answer to any of
N	these statements is
	'Yes', progress to Level
	2 DPIA
N	
N	
Ν	
N	
Ν	
N	
Ν	
	N N N N N

3.3 ODPO review

ODPO Recommendation	Approve
ODPO Comments	Fine to rely on overarching DHSC privacy notice, provided a link is included in the invitation to the focus group meeting, and Moorhouse inform participants that the meetings will be recorded to aid with analysis of the responses.
Reviewed by	Adam Grindrod, Deputy DPO, DHSC
Date Reviewed	29/05/2025

4. DPIA (Level 2)

To be completed by the business owner where ODPO assess the processing as being highrisk.

Data Protection Principle: Lawfulness, Fairness and Transparency

Question	Response	ODPO Comments
Is the processing of individual's personal data likely to interfere with the 'right to privacy' under Article 8 of the Human Rights Act? Lawfulness I ICO	If 'YES', please provide more details	
If you are relying on consent to process personal data, how will consent be obtained and recorded?	Please detail how consent will be recorded here	
How are individuals informed about the use of cookies and other tracking technologies? (if relevant)	Please detail how individuals are informed here	
Do you receive personal data about individuals from third parties?	If 'YES', please detail what you receive and details of the third party	

Data Protection Principle: Purpose limitation

Question	Response	ODPO Comments
Can your project or initiative	If 'No', please state why you	
be achieved by using	are not using	
pseudonymised or	pseudonymised or	
anonymised data only?	anonymised data here	
Does your project or	If 'YES', please provide	
initiative involve the use of	more details here	
existing personal data for		
new purposes?		
Are potential new purposes	If 'YES', please provide	
for the personal data likely	more details here	
to be identified as the scope		
of your project or initiative		
expands?		

Data Protection Principle: Adequacy

Question Response ODPO Comments			
	Question	Response	ODPO Comments

How have you ensured that the personal data is adequate, relevant and not excessive in relation to the purpose or purposes for which they are processed?	Please provide details here	
How have you ensured that only the minimum personal data is used to meet the purpose of processing? for example, each data item is justified and periodically reviewed?	Please provide details here	

Data Protection Principle: Accurate and up to date

Question	Response	ODPO Comments
How are personal data checked for accuracy?	Please provide details here	
What action would be taken to correct inaccurate personal data?	Please provide details here	
How frequently is the personal data updated or what would trigger the information being updated?	Please provide details here	
Is the quality of the information good enough for the proposed purposes?	Please provide details here	
Are the sources of the personal data recorded?	Please provide details here	

Data Protection Principle: Retention

Question	Response	ODPO Comments
How will the retention schedule be managed and enforced?	Please provide details here	
How will personal data be fully anonymised, archived or destroyed after it is no longer needed?	Please provide details here	

Data Protection Principle: Rights of the Individual

Question Response ODPO Comments

How will you action requests from individuals (or someone acting on their behalf) for access to their personal information?	Please provide details here	
How does your project or initiative allow you to locate personal data for an individual on request?	Please provide details here	
Are you able to trace personal data right through the process/eco-system in order that an erasure request can be met in full? (should that be necessary/allowable)	Please provide details here	

Data Protection Principle: Appropriate technical and organisational measures

Question	Response	ODPO Comments
What procedures are in place to ensure that all staff with access to the information have adequate Information Governance (IG)/Data Protection training?	Please provide details here	
How are access permissions controlled?	Please provide details here	
How is access removed when someone leaves the project, or no longer needs access to the data?	Please provide details here	
What technical and security controls have you considered for your project or initiative	Please provide details here	
Has an IT or security assessment been carried out? (Please document if relevant eg any new IT systems)	If 'YES', please provide more details here	

Data Protection Principle: Transfers both internal and external

	Question	Response	ODPO Comments
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Will an individual's personal data be disclosed to any third parties? (if so, please say why and attach the Data Sharing Agreement(s))	If 'YES', please provide more details here	
Will an individual's personal data be shared internally within DHSC? (eg between teams, UKHSA, MHRA etc - if so, please say why)	If 'YES', please provide more details here	
Will personal data be transferred to a country outside of the European Economic Area? If yes, where, and what arrangements will be in place to safeguard the personal data?	If 'YES', please provide more details here	

Data Protection Principle: Consultation

Question	Response	ODPO Comments
Which internal and external stakeholders are involved and how have their views have been considered?	Please provide details here	
Has the Caldicott Guardian been consulted on your project or initiative? (eg where confidential data is used without consent)	Please provide details here	

Risk Assessment 4a) Identifying the privacy and related risks

Please see <u>Section 5 of the DPIA Guidance and completion Notes</u> for the types of risks that you should consider. **4b) Fraud Risk Assessment**

Have you spoken to the DHSC Anti-Fraud Unit (DHSC AFU)?	Y/N	If yes, when did you contact DHSC AFU? Please provide the date below.
---------------------------------------------------------------	-----	-----------------------------------------------------------------------------

Dat	e:
-----	----

RAG Ratings

Please complete the table on the following page with the risks that you have identified using the Red, Amber, Green (RAG) status as detailed below. Using the RAG rating system for scoring risks means risks can be ranked so that the most severe are addressed first. Decisions can then be made as to what mitigating action can be taken to alleviate the risk.

							1	Likelihood	1	
						1	2	3	4	5
Rating	Impact	Likelihood				Very Unlikely	Unlikely	Possible	Likely	Very Likely
5	Crisis - Failure of critical activity and/or delivery, and loss of public confidence.	Very Likely (>80%)		5	Crisis	5	10	15	20	25
4	Critical - Significant and sustained disruption to critical activity and/or delivery.	Likely (60%-80%)		4	Critical	4	8	12	16	20
3	Moderate - Some interruption to critical activity and/or delivery.	Possible (40%-60%)	Impact	3	Moderate	3	6	9	12	15
2	Marginal - Minor but manageable impacts on critical activity and/or delivery.	Unlikely (20%-40%)		2	Marginal	2	4	6	8	10
1	Negligible - Minimal impact on critical activity and/or delivery.	Very Unlikely (< 20%)		1	Negligible	1	2	3	4	5

Please see the <u>DPIA guidance and completion notes</u> for guidance on completing a risk register.

The risk log should be updated throughout the DPIA process.

Please record on the following table any information risks associated with this programme, project or initiative. A small number of general information risks have been pre-populated and must be considered in all cases. **Please also add any additional, project-specific information risks**. Risk scores should be calculated assuming any proposed mitigating actions have been successfully implemented, using the scoring matrix in the DPIA guidance.

Ref no	Privacy Risk	Risk to Individual	Curre	Current Risk Score		Mitigation strategy	Targe	t Risk	score
			Impact	Likelihood	Risk Score		Impact	Likelihood	RAG Score
R001	(for example, There is a risk that personal data may be inappropriately accessed)								
R002	(e.g There is a risk that insufficient technical measures are in place to ensure appropriate security of the personal data (for example, encryption, access controls)								
R003	(for example, There is a risk that personal data will be shared in error with individuals that do not have a reason to see it)								
R004	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,								
R005									

Thank you for completing the Level 2 Data Protection Impact Assessment. Please email your completed template to the Office of the DPO.

A member of the team will contact you to appraise the processing and complete the review. We aim to respond within five working days.

Office of the Data Protection Officer

ODPO Control Panel (for ODPO use only)

Project information

Project name		
ODPO reference	[for example, ODPO2021xxxx]	
Ref to previous DPIA (if any)		
Type(s) of personal data	Personal (identifiable) data	Y/N
processed	Pseudonymised data	Y/N
	Anonymised or aggregated	Y/N
	Special category data	Y/N

DPIA assurance checklist

General checks

Clear summary, rationale and justifications provided	Y/N
Risk register attached and complete	Y/N
Abbreviations explained, watermarks / tracked changes / comments removed	Y/N
Consistent use of data type terminology (identifiable, pseudonymised, anonymised / aggregate)	Y/N
Appropriate legal base identified?	Y/N
Privacy Notice assessed and in place?	Y/N
All required agreements in place?	Y/N
New asset to be created or existing asset updated to reflect this processing?	Y/N
All queries resolved	Y/N

ODPO review

ODPO Recommendation	Approve / Approve with conditions / Reject / Refer to SIRO or Caldicott Guardian
Recommended Conditions	
ODPO Comments	
Reviewed by	
Date Reviewed	

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Office of the Data Protection Officer data_protection@dhsc.gov.uk

Chief Data Officer's Directorate

Chief Scientific Adviser Group

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Framework: RM6187 Model version: v3.7

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

NHS England have invested £7m into developing a NHS England Commercial Learning and Development Centre of Excellence. A training needs analysis for the health family is required in order for DHSC to access the outcomes from the NHS England Commercial Learning and Development Centre of Excellence. This is a short-term targeted piece of work providing an opportunity to bring the health family including DHSC and the arm's length bodies which are currently out of scope into the sphere of this work allowing collaboration with the NHS England Commercial Learning and Development Centre of Excellence. The requirement of the training needs analysis is to identify the gaps in knowledge and skills in the identified "in scope" staff that is not being addressed by existing or "in development" training for all of the health family.

The requirement of the training needs analysis is to undertake research, communications and engagement to identify the gaps in knowledge and skills in the identified "in scope" staff that is not being addressed by existing or "in development" training that will fall under the NHS England's Commercial Learning and Development Centre of Excellence umbrella. Furthermore, it will provide a suite of recommendations.

The Commercial Policy team will support the Supplier in their understanding of the landscape to ensure the training needs analysis stays within scope and the roles of the varying stakeholders involved are understood but there is an expectation that the Supplier already has a good understanding of the current landscape in which the health family procurement operates.

The health family are separated into three distinct skill sets all of which are in scope of the training needs analysis:

- Materials management and logistics staff
- Procurement and commercial staff
- Digital and analytics staff

The health family is made up of separate organisations. The specific organisations that are in scope of this training needs analysis (TNA) are:-

Care Quality Commission Human Tissue Authority Human Fertilisation and Embryology Authority Medicines and Healthcare Regulatory Agency National Institute for Health & Care Excellence NHS Blood and Transplant NHS Business Services Authority NHS Counter Fraud Authority NHS Health Research Authority NHS Resolution UK Health Security Agency

It is not expected every "in scope" learner and their line manager to be individually assessed. DHSC engages with and has contacts for heads of procurement (HoP) for every organisation within the health family. DHSC does not have direct contact details for any further tiers of staff below heads of procurement but can engage with HoP's to disseminate information and ask for participation from the wider community.

The output of this contract will be a completed training needs analysis for the whole health family with a detailed report of its findings and recommendations to include the below detail.

The outputs will also need to include a usable presentation for DHSC to provide an update on the outputs of the TNA and next steps as a key communication tool the health family will use.

Key areas of mapping should include:

- Holistic mapping of whole health family providing a complete assessment of skills, development of a standardised pathway, enabling guided career progression, L&D component relevant to the pathway identified for pursuit.
- The skills, knowledge gap, competencies framework and role profiles the training would address. A ranking of priority of the training gaps, recognising that budget and resource constraints will not be able to deliver everything the TNA may identify, so the DHSC and health family will want to start with the highest priorities first.
- Development of a standardised pathway to enable guided career progression.
- A series of recommendations and assessment of opportunities for collaboration across the health family. The availability of current the current L&D offering mapped to the skills gaps. Recommendations for next steps including alignment with NHSE

L&D academy. Identification of any gaps not covered by academy.

RM6187 Core Terms

1. Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

2. How the contract works

- 2.1 The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.
- 2.2 CCS does not guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.
- 2.3 CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.
- 2.4 If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:
 - □) make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules);
 - □) create new Call-Off Schedules;
 - □) exclude optional template Call-Off Schedules; and/or
 - □) use Special Terms in the Order Form to add or change terms.

2.5 Each Call-Off Contract:

- □) is a separate Contract from the Framework Contract;
- \Box) is between a Supplier and a Buyer;
- includes Core Terms, Schedules and any other changes or items in the completed Order Form; and
- \Box) survives the termination of the Framework Contract.
- 2.6 Where the Supplier is approached by any Other Contracting Authority

requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order.

- 2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.
- 2.8 The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
 - □. verify the accuracy of the Due Diligence Information; or
 - □. properly perform its own adequate checks.
- 2.9 CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.
- 2.10 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What needs to be delivered

- 3.1 All deliverables
- 3.1.1 The Supplier must provide Deliverables:
 - □) that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one);
 - \Box) to a professional standard;
 - □) using reasonable skill and care;
 - □) using Good Industry Practice;
 - □) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract;
 - \Box) on the dates agreed; and
 - \Box) that comply with Law.
- 3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

3.2 Goods clauses

- 3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- 3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.

- 3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
- 3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
- 3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- 3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they do not conform with Clause 3. If the Supplier does not do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3 Services clauses

- 3.3.1 Late Delivery of the Services will be a Default of a Call-Off Contract.
- 3.3.2 The Supplier must cooperate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.

- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

4. Pricing and payments

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.
- 4.2 CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).
- 4.3 All Charges and the Management Charge:
 - (□) exclude VAT, which is payable on provision of a valid VAT invoice; and
 - (\Box) include all costs connected with the Supply of Deliverables.
- 4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.
- 4.5 A Supplier invoice is only valid if it:
 - □) includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;
 - includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
 - □) does not include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge).
- 4.6 The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.
- 4.7 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 4.8 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Buyer can publish the details of the late payment or non-payment.
- 4.9 If CCS or the Buyer can get more favourable commercial terms for the supply

at cost of any materials, goods or services used by the Supplier to provide the Deliverables, then CCS or the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.

- 4.10 If CCS or the Buyer uses Clause 4.9 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.
- 4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

5. The buyer's obligations to the supplier

- 5.1 If Supplier Non-Performance arises from an Authority Cause:
 - (□) neither CCS or the Buyer can terminate a Contract under Clause 10.4.1;
 - (□) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
 - (□) the Supplier is entitled to additional time needed to make the Delivery; and
 - (\Box) the Supplier cannot suspend the ongoing supply of Deliverables.
- 5.2 Clause 5.1 only applies if the Supplier:
 - (□) gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
 - (□) demonstrates that the Supplier Non-Performance would not have occurred but for the Authority Cause; and
 - (\Box) mitigated the impact of the Authority Cause.

6. Record keeping and reporting

- 6.1 The Supplier must:
 - (□) attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form; and
 - (□) where the Order Form states that Financial Transparency Objectives apply, cooperate with the Buyer to achieve the Financial Transparency Objectives and, to this end, will provide a Financial Report to the Buyer:
 - (i) on or before the Start Date;
 - (ii) at the end of each Contract Year; and
 - (iii) within 6 Months of the end of the Contract Period,

and the Supplier must meet with the Buyer if required within 10 Working Days of the Buyer receiving a Financial Report.

6.2 The Supplier must keep and maintain full and accurate records and accounts, including the maintenance of Open Book Data, in accordance with Good

Industry Practice and the Law on everything to do with the Contract:

- \Box) during the Contract Period;
- □) for 7 years after the End Date or such other date as agreed between the Parties; and
- \Box) in accordance with GDPR,

including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1 and the Supplier shall make available its Financial Representative at reasonable times and on reasonable notice, during the Contract Period and up to 18 Months after the End Date, to answer questions that the Relevant Authority or an Auditor may have on those records and accounts, any Financial Report or Open Book Data.

- 6.3 The Relevant Authority or an Auditor can Audit the Supplier during the relevant Contract Period and for up to 18 Months from the End Date of the Contract and, in the case of CCS, for up to 18 Months from the latest End Date to occur under any Call-Off Contract.
- 6.4 During an Audit, the Supplier must:
 - (\Box) allow the Relevant Authority or any Auditor access to:
 - (i) any Sites, equipment and Supplier's System used in the performance of the Contract to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and
 - (ii) Supplier Staff; and
 - (□) provide information within the permitted scope of the Audit to the Relevant Authority or to the Auditor and reasonable cooperation at their request.
- 6.5 Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority and the Relevant Authority shall use reasonable endeavours to ensure that its Auditor does not unreasonably disrupt the Supplier or its provision of the Deliverables, save insofar as the Supplier accepts and acknowledges that Audits carried out by Auditors are outside the control of the Relevant Authority.
- 6.6 If the Supplier:
 - (a) is not providing any of the Deliverables, or is unable to provide them, it must immediately:
 - □) tell the Relevant Authority and give reasons;
 - \Box) propose corrective action; and
 -) provide a deadline for completing the corrective action; and

(b) becomes aware of an event that has occurred or is likely to occur in the future which will have a material effect on the:

- (i) Supplier's currently incurred or forecast future Costs; and
- (ii) forecast Charges for the remainder of the Contract;

then the Supplier must notify the Buyer in writing as soon as practicable setting out the actual or anticipated effect of the event.

- 6.7 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:
 - 1.5 the methodology of the review;
 - 1.6 the sampling techniques applied;
 - 1.7 details of any issues; and
 - 1.8 any remedial action taken.
- 6.8 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline e.g. Head of Internal Audit/ Finance Director/ External Audit firm.
- 6.9 Each Self Audit Certificate should be based on tests completed against a representative sample of 10% of Orders carries out during the period being audited or 100 Orders (whichever is less) and should provide assurance that:
 - (a) Orders are clearly identified as such in the order processing and invoicing systems and, where required, Orders are correctly reported in the MI Reports;
 - (b) all related invoices are completely and accurately included in the MI Reports;
 - (c) all Charges to Buyers comply with any requirements under a Contract or as otherwise agreed in writing with the Government on maximum mark-up, discounts, charge rates, fixed quotes (as applicable); and
 - (d) an additional sample of 5 public sector Orders identified from the Supplier's order processing and invoicing systems as orders not placed under the Contract have been correctly identified as such and that an appropriate and legitimately tendered procurement route has been used to place those orders, and those orders should not otherwise have been routed via centralised mandated procurement processes executed by CCS.
- 6.10 The Supplier must comply with Buyer's reasonable instructions following an Audit, including:
 - (a) correct any identified Default;
 - (b) rectify any error identified in a Financial Report; and
 - (c) repaying any Charges that the Relevant Authority has overpaid.
- 6.11 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a material Default by the Supplier, in which case the Supplier will repay the Relevant Authority's reasonable costs in connection with the

Audit.

7. Supplier staff

- 7.1 The Supplier Staff involved in the performance of each Contract must:
 - \Box) be appropriately trained and qualified;
 - □) be vetted using Good Industry Practice and the Security Policy; and
 - □) comply with all conduct requirements when on the Buyer's Premises.
- 7.2 Where a Buyer decides one of the Supplier's Staff is not suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.
- 7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.
- 7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 7.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8. Rights and protection

- 8.1 The Supplier warrants and represents that:
 - o it has full capacity and authority to enter into and to perform each Contract;
 - o each Contract is executed by its authorised representative;
 - it is a legally valid and existing organisation incorporated in the place it was formed;
 - there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract;
 - o it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
 - o it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
 - o it is not impacted by an Insolvency Event; and
 - o it will comply with each Call-Off Contract.
- 8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:

- (□) wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
- (□) non-payment by the Supplier of any Tax or National Insurance.
- 8.4 All claims indemnified under this Contract must use Clause 26.
- 8.5 The description of any provision of this Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for breach of that clause by the Supplier.
- 8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.
- 8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

9. Intellectual Property Rights (IPRs)

- 9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:
 - \Box) receive and use the Deliverables; and
 - □) make use of the deliverables provided by a Replacement Supplier.
- 9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.
- 9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.
- 9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
 - □) obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
 - □) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the

Deliverables.

9.7 In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

10. Ending the contract or any subcontract

10.1 Contract Period

- 10.1.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.
- 10.1.2 The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

10.2 Ending the contract without a reason

- 10.2.1 CCS has the right to terminate the Framework Contract at any time without reason by giving the Supplier at least 30 days' written notice.
- 10.2.2 Each Buyer has the right to terminate their Call-Off Contract at any time without reason by giving the Supplier not less than 90 days' written notice.

10.3 Rectification plan process

- 10.3.1 If there is a Default, the Relevant Authority may, without limiting its other rights, request that the Supplier provide a Rectification Plan.
- 10.3.2 When the Relevant Authority receives a requested Rectification Plan it can either:
 - (
) reject the Rectification Plan or revised Rectification Plan, giving reasons; or
 - (□) accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.
- 10.3.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:
 - (\Box) must give reasonable grounds for its decision; and
 - (□) may request that the Supplier provides a revised Rectification Plan within 5 Working Days.
- 10.3.4 If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised

Rectification Plan before exercising its right to terminate its Contract under Clause 10.4.3(a).

10.4 When CCS or the buyer can end a contract

- 10.4.1 If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:
 - (□) there is a Supplier Insolvency Event;
 - (□) there is a Default that is not corrected in line with an accepted Rectification Plan;
 - (□) the Supplier does not provide a Rectification Plan within 10 days of the request;
 - (□) there is any material Default of the Contract;
 - (□) there is any material Default of any Joint Controller Agreement relating to any Contract;
 - (□) there is a Default of Clauses 2.10, 6, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;
 - (□) there is a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management);
 - (□) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
 - (□) if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded; or
 - (□) the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.
- 10.4.2 CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 10.4.1.
- 10.4.3 If any of the following non-fault based events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:
 - () the Relevant Authority rejects a Rectification Plan;
 - (□) there is a Variation which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes);
 - () if there is a declaration of ineffectiveness in respect of any Variation; or
 - (\Box) any of the events in 73 (1) (a) or (c) of the Regulations happen.

10.5 When the supplier can end the contract

The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.

10.6 What happens if the contract ends

- 10.6.1 Where a Party terminates a Contract under any of Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or 20.2 or a Contract expires all of the following apply:
 - (□) The Buyer's payment obligations under the terminated Contract stop immediately.
 - (\Box) Accumulated rights of the Parties are not affected.
 - (□) The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the End Date.
 - (□) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
 - (□) The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.
 - (□) The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).
- 10.6.2 In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminates a Contract under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.
- 10.6.3 In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Contract under Clause 10.2.1 or 10.2.2 or a Supplier terminates a Call-Off Contract under Clause 10.5:
 - □) the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and
 - the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and cost schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated.
- 10.6.4 In addition to the consequences of termination listed in Clause 10.6.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.
- 10.6.5 The following Clauses survive the termination or expiry of each Contract: 3.2.10, 4.2, 6, 7.5, 9, 11, 12.2, 14, 15, 16, 17, 18, 31.3, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

10.7 Partially ending and suspending the contract

- 10.7.1 Where CCS has the right to terminate the Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed.
- 10.7.2 Where CCS has the right to terminate a Framework Contract it is entitled to

terminate all or part of it.

- 10.7.3 Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.
- 10.7.4 The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.
- 10.7.5 The Parties must agree any necessary Variation required by Clause 10.7 using the Variation Procedure, but the Supplier may not either:
 - (\Box) reject the Variation; or
 - (□) increase the Charges, except where the right to partial termination is under Clause 10.2.
- 10.7.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.7.

10.8 When subcontracts can be ended

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

- (□) there is a Change of Control of a Subcontractor which is not pre-approved by the Relevant Authority in writing;
- (□) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4; or
- (□) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority.

11. How much you can be held responsible for

- 11.1 Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £1,000,000.
- 11.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is a sum equal to one hundred and twenty five percent (125%) of the Estimated Yearly Charges unless specified in the Call-Off Order Form.
- 11.3 No Party is liable to the other for:
 - (□) any indirect Losses; or
 - (□) Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 11.4 In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the

following:

- □) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
- □) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
- □) any liability that cannot be excluded or limited by Law;
- □) its obligation to pay the required Management Charge or Default Management Charge.
- 11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 9.5, 31.3 or Call-Off Schedule 2 (Staff Transfer) of a Contract.
- 11.6 In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.
- 11.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.
- 11.8 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:
 - □ Deductions; and
 - □ any items specified in Clauses 11.5 or 11.6.
- 11.9 If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

12. Obeying the law

- 12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).
- 12.2 To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.
- 12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

13. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

14. Data protection

- 14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
- 14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.
- 14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
- 14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.
- 14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
 - tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
 - □) restore the Government Data itself or using a third party.
- 14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.
- 14.8 The Supplier:
 - (□) must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
 - (□) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - (□) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
 - (□) securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it; and

(□) indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15. What you must keep confidential

- 15.1 Each Party must:
 - □) keep all Confidential Information it receives confidential and secure;
 - except as expressly set out in the Contract at Clauses 15.2 to 15.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and
 - □) immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
- 15.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:
 - (□) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
 - (□) if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
 - (□) if the information was given to it by a third party without obligation of confidentiality;
 - (\Box) if the information was in the public domain at the time of the disclosure;
 - (□) if the information was independently developed without access to the Disclosing Party's Confidential Information;
 - (\Box) on a confidential basis, to its auditors;
 - (□) on a confidential basis, to its professional advisers on a need-to-know basis; or
 - (□) to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 15.3 In spite of Clause 15.1, the Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.
- 15.4 In spite of Clause 15.1, CCS or the Buyer may disclose Confidential Information in any of the following cases:
 - □) on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;

- on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to;
- □) if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- □) where requested by Parliament; or
- \Box) under Clauses 4.7 and 16.
- 15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.
- 15.6 Transparency Information is not Confidential Information.
- 15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

- 16.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.
- 16.2 Within five (5) Working Days of the Buyer's request the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:
 - □) publish the Transparency Information;
 - □) comply with any Freedom of Information Act (FOIA) request; and/or
 - □) comply with any Environmental Information Regulations (EIR) request.
- 16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision in its absolute discretion.

17. Invalid parts of the contract

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

18. No other terms apply

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements, agreements and any

course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.

19. Other people's rights in a contract

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

20. Circumstances beyond your control

- 20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:
 - (□) provides a Force Majeure Notice to the other Party; and
 - (□) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 20.2 Either Party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

21. Relationships created by the contract

No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

22. Giving up contract rights

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

23. Transferring responsibilities

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

sector body that is experiencing an Insolvency Event.

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

24. Changing the contract

- 24.1 Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.
- 24.2 The Supplier must provide an Impact Assessment either:
 - (\Box) with the Variation Form, where the Supplier requests the Variation; or
 - (□) within the time limits included in a Variation Form requested by CCS or the Buyer.
- 24.3 If the Variation cannot be agreed or resolved by the Parties, CCS or the Buyer can either:
 - (D) agree that the Contract continues without the Variation; or
 - (□) terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them; or
 - (\Box) refer the Dispute to be resolved using Clause 34 (Resolving Disputes).
- 24.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.
- 24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.
- 24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practicable. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:
 - that the Supplier has kept costs as low as possible, including in Subcontractor costs; and

- \Box) of how it has affected the Supplier's costs.
- 24.7 Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.
- 24.8 For 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.

25. How to communicate about the contract

- 25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.
- 25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.
- 25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.
- 25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Dealing with claims

- 26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.
- 26.2 At the Indemnifier's cost the Beneficiary must both:
 - (□) allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
 - (\Box) give the Indemnifier reasonable assistance with the claim if requested.
- 26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.
- 26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.
- 26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or

delay.

- 26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
 - the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
 - the amount the Indemnifier paid the Beneficiary for the Claim.

27. Preventing fraud, bribery and corruption

27.1 The Supplier must not during any Contract Period:

- (□) commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or
- (□) do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.
- 27.2 The Supplier must during the Contract Period:
 - create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
 - keep full records to show it has complied with its obligations under Clause
 27 and give copies to CCS or the Buyer on request; and
 - if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.
- 27.3 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:
 - (□) been investigated or prosecuted for an alleged Prohibited Act;
 - (□) been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
 - (□) received a request or demand for any undue financial or other advantage of any kind related to a Contract; or
 - (□) suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.

- 27.4 If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation in accordance with Clause 6.
- 27.5 In any notice the Supplier gives under Clause 27.3 it must specify the:
 - \Box) Prohibited Act;
 - □) identity of the Party who it thinks has committed the Prohibited Act; and
 - \Box) action it has decided to take.

28. Equality, diversity and human rights

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

29. Health and safety

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

30. Environment

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

31. Tax

- 31.1 The Supplier must not breach any Tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor Tax or social security contribution.
- 31.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:
 - (□) the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
 - (□) other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need.
- 31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:
 - (□) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
 - (□) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 31.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
 - the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
 - the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
 - the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements; and
 - □) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

32. Conflict of interest

- 32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.
- 32.2 The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.
- 32.3 CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

33. Reporting a breach of the contract

- 33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:
 - (\Box) Law;
 - (□) Clause 12.1; or
 - (\Box) Clauses 27 to 32.
- 33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

34. Resolving disputes

- 34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.
- 34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure currently at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.
- 34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
 - (\Box) determine the Dispute;
 - (\Box) grant interim remedies; and/or
 - (□) grant any other provisional or protective relief.
- 34.4 The Supplier agrees that the Relevant Authority has the exclusive right to

refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules currently at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

- 34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.
- 34.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

35. Which law applies

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