



Department
for Environment
Food & Rural Affairs

Conditions of Contract

Contract for the Provision of a PAS44 document for Cattle Identification Tags

Contract Reference Number: C25510

July 2024

Contents

Order Form	4
Annex 1 – Authorised Processing Template	8
Annex 2 – Specification	9
Annex 3 – Charges	18
Annex 4 – Tender Submission	21
Annex 5 – Sustainability	22
Short Form Terms	25
1. Definitions used in the Contract	26
2. Understanding the Contract	31
3. How the Contract works	32
4. What needs to be delivered	32
5. Pricing and payments	35
6. The Authority's obligations to the Supplier	36
7. Record keeping and reporting	37
8. Supplier staff	38
9. Rights and protection	38
10. Intellectual Property Rights (IPRs)	39
11. Ending the contract	40
12. How much you can be held responsible for	43
13. Obeying the law	43
14. Insurance	44
15. Data protection	44
16. What you must keep confidential	49
17. When you can share information	50
18. Invalid parts of the contract	51
19. No other terms apply	51
20. Other people's rights in a contract	51
21. Circumstances beyond your control	51
22. Relationships created by the contract	51
23. Giving up contract rights	51
24. Transferring responsibilities	52
25. Changing the contract	52
26. How to communicate about the contract	52
27. Preventing fraud, bribery and corruption	52
28. Health, safety and wellbeing	53
31. Tax	54
33. Conflict of interest	55
34. Reporting a breach of the contract	56
35. Resolving disputes	56
36. Which law applies	57
Annex 6. Steering Group Protocol	58



Department
for Environment
Food & Rural Affairs

BSI Standards
Limited
389 Chiswick High Road
London
W4 4AL

Date: 23/07/2024
Our ref: C25510

Dear [REDACTED]

Supply of one (1) PAS44 document for Cattle Identification Tags

Following your proposal for supply of one (1) PAS44 document for Cattle Identification Tags ("the Goods") to the Rural Payments Agency (RPA), we are pleased to award this contract to you.

The attached contract details ("Order Form"), contract conditions and the Annex set out the terms of the contract between BSI Standards Limited (BSI) and RPA for the provision of the deliverables set out in the Order Form.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the deliverables. The Authority would be grateful if you could arrange the contract to be executed, by way of electronic signature, on behalf of BSI Standards Limited within seven (7) days. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract.

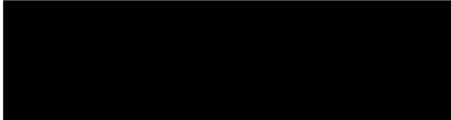
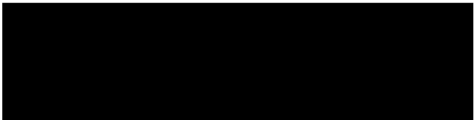
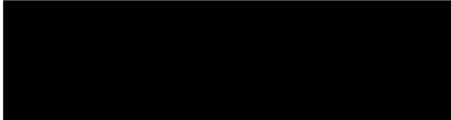
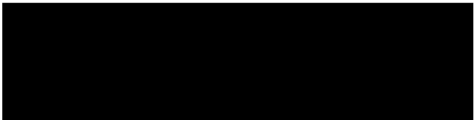
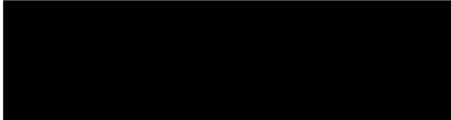
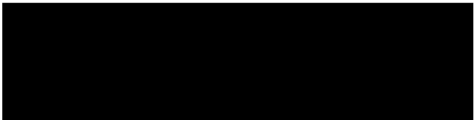
Yours sincerely,

[REDACTED]
Category Officer
Defra Group Commercial

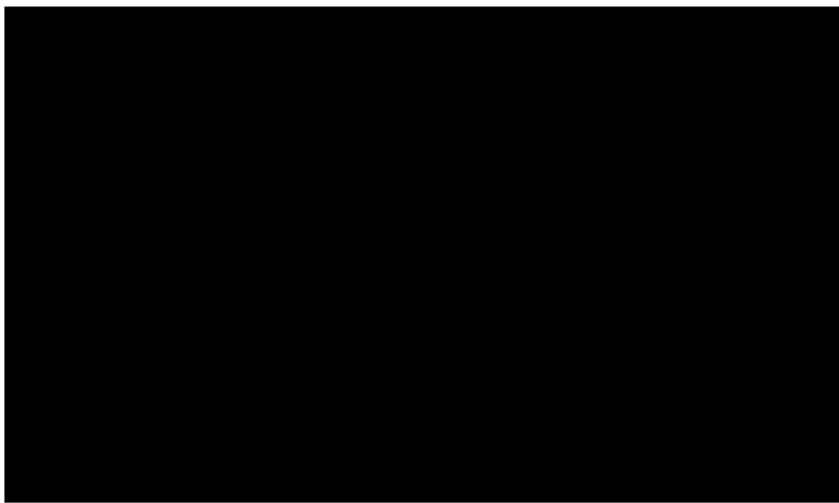
Order Form

1. Contract Reference	C25510	
2. Date	23/07/2024	
3. Authority or Sponsor	Rural Payments Agency, PO Box 69, Reading, RG1 3YD, United Kingdom.	
4. Supplier	BSI Standards Limited 389 Chiswick High Road London W4 4AL Registration Number: 07864997	
5. The Contract	<p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and any <i>Annexes</i>.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any inconsistency between the provisions of the Order Form, the Conditions and the Annexes, the inconsistency shall be resolved by giving precedence in the following order:</p> <ol style="list-style-type: none">1. Order Form, Annex 2 (<i>Specification</i>) and Annex 3 (<i>Charges</i>) with equal priority.2. Conditions and Annex 1 (<i>Authorised Processing Template</i>) with equal priority.3. Annexes 4 (<i>Tender Submission</i>) and 5 (<i>Sustainability</i>). <p>In the event of any inconsistency between the provisions of Annexes 4 and 5, Annex 5 shall take precedence over Annex 4.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Authority and may delay conclusion of the Contract.</p>	
6. Deliverables	Services	Supply of one (1) PAS44 document for Cattle Identification Tags
	Goods:	

	None	
		<p>Delivered in accordance with the following instructions: Delivery Address:</p> <p>Rural Payments Agency, PO Box 69, Reading, RG1 3YD, United Kingdom.</p>
7. Specification	The specification of the Deliverables is as set out in Annex 2.	
8. Term	<p>The Term shall commence on 01/08/2024</p> <p>and the Expiry Date shall be 01/10/2025, unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.</p>	
9. Charges	The Charges for the Deliverables shall be as set out in Annex 3.	
10. Payment	<p>All invoices should be sent electronically, quoting a valid purchase order number (PO Number), to: sip.generalmailbox@rpa.gov.uk</p> <p>Alternatively you may post to:</p> <p>Rural Payments Agency, PO Box 69, Reading, RG1 3YD, United Kingdom.</p> <p>Within 10 Working Days of receipt of your acceptance of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant with Annex 3 Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact the Authority's Authorised Representative(s).</p>	

11. Authority Authorised Representative(s)	For general liaison your contact will continue to be Nikki Kendall, Project Manager - Nikki.Kendall@rpa.gov.uk		
12. Address for notices	<table border="1"> <tr> <td data-bbox="480 488 1023 853"> Authority: Rural Payments Agency, PO Box 69, Reading, RG1 3YD, United Kingdom.  </td><td data-bbox="1026 488 1573 853"> Supplier: BSI Standards Limited 389 Chiswick High Road London W4 4AL United Kingdom  </td></tr> </table>	Authority: Rural Payments Agency, PO Box 69, Reading, RG1 3YD, United Kingdom. 	Supplier: BSI Standards Limited 389 Chiswick High Road London W4 4AL United Kingdom 
Authority: Rural Payments Agency, PO Box 69, Reading, RG1 3YD, United Kingdom. 	Supplier: BSI Standards Limited 389 Chiswick High Road London W4 4AL United Kingdom 		
13. Key Personnel	N/A		
14. Procedures and Policies	<p>For the purposes of the Contract, the Defra group Security Policy can be found: link</p> <p>For the avoidance of doubt, if other policies of the Authority are referenced in the Conditions and Annexes, those policies will also apply to the Contract on the basis described therein.</p> <p>The Authority may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.</p>		
15. Limitation of Liabilities	The level set in Clause 12.1		

16. Insurance	<p>The Supplier shall hold the following insurance cover from the commencement date for the duration of the Contract.</p> <ul style="list-style-type: none">• Professional Indemnity insurance with cover (for a single event or multiple with an aggregate) of not less than £1m;• Public Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £5m;• Employers Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £10m;
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Annex 1 – Authorised Processing Template

N/A

Annex 2 – Specification

Context

A revision of PAS 44:2019 Official identification ear tags for cattle.

Objective

Cattle need to wear official identification ear tags for animal identification and animal traceability. PAS 44 outlines specifications for these ear tags so that they are manufactured and perform as required.

PAS44: 2019 requires amendments to ensure that ear tag standards are current, relevant, up to date and in line with upcoming regulatory changes for Bovine EID. It has been five years since the last review of PAS 44.

The main revisions to PAS 44 will cover the design, specification and colour of official primary and secondary EID cattle ear tags.

Brief

BSI will work with the Sponsor to develop, produce and publish the revised PAS. Specifically, BSI will:

- Manage and facilitate the standardization and consensus-building process using our unique methodology and standards development expertise
- Develop a clear, concise and consistent document suitable for PAS status
- Edit, produce, and publish the revised PAS (BSI will own the copyright of the PAS)

Deliverables

The deliverables resulting from the Services include:

- A published revision of the PAS of no more than 25 pages in length
- PDF download PAS co-branded by BSI and the Sponsor (Defra)

Project scope

This PAS specifies requirements for the performance and testing of ear tags used for the official identification of cattle.

The main revisions to PAS 44 will cover the design, specification and colour of official primary and secondary EID cattle ear tags. Revisions can be made if they do not sit outside the scope of the project.

This PAS is not applicable to management tags.

The security aspects considered are those concerned with durability, tamper-evidence and safeguarding against a tag's reusability, materials, welfare standards and printing processes, including durability of print.

This PAS is relevant to manufacturers and accredited distributors of eartags for cattle.

This PAS specifies requirements for the performance and testing of eartags used for the official identification of cattle.

This specification was not intended to restrict new developments in design and materials providing they met the minimum requirements laid down in PAS 44:2019 and since then current best practice has changed with updated colour requirements for official bovine electronic identification tags.

A revised PAS 44 will provide ear tag manufacturers, suppliers and regulating bodies with a standard that is current and fit for purpose. It will facilitate new development of EID ear tags in line with regulatory changes coming into force from Spring 2026.

PAS 44 outlines the requirements for the performance and testing of ear tags used for the official identification of cattle. It includes a specification for electronic identification technology (EID) and associated ISO standards.

The security aspects considered are those concerned with durability, tamper-evidence and safeguarding against a tag's reusability, materials, welfare standards and printing processes, including durability of print.

This revised PAS is for use by manufacturers and suppliers of cattle ear tags and of interest to cattle keepers and regulating bodies.

Note that the PAS scope may be refined further during the PAS development process. Changes could be made in response to comments received following editing to BSI rules for drafting standards.

Relationship with existing standards

Normative References

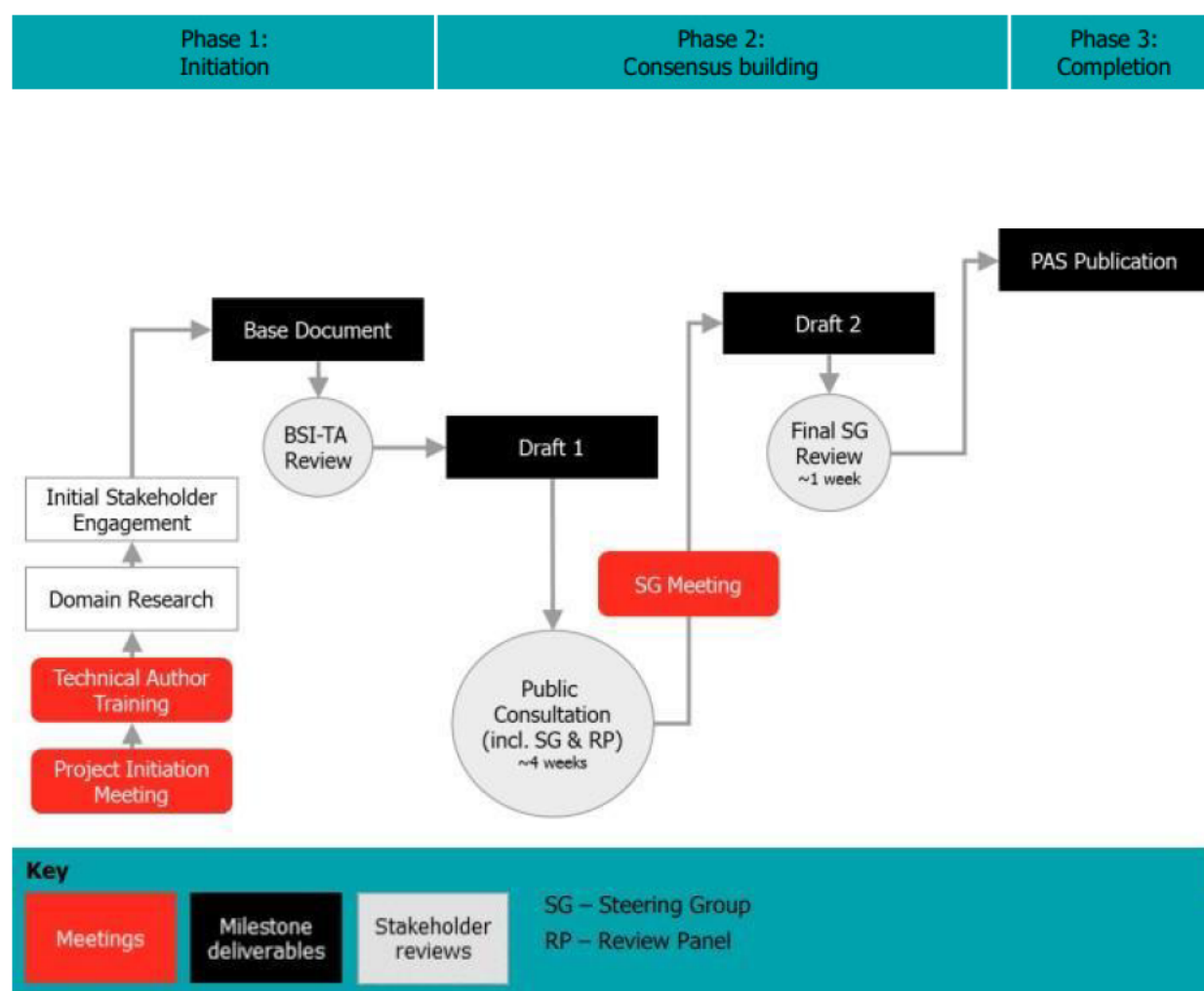
- [BS 3900-0:2010](#)
- [BS EN 20105-A02:1994 Grey Colour Scales](#)
- [BS EN ISO 4892-3:2016 - TC](#)
- [BS EN ISO 105-B04:2024 - TC](#)
- [ISO 7724-3](#)
- [BS ISO 11784 Radio frequency identification of animals. Code structure](#)
- [BS ISO 24631-3 Radiofrequency identification of animals. Part 3: Evaluation of performance of RFID transponders conforming with ISO 11784 and ISO 11785](#)
- [BS ISO 24631-1 Radiofrequency identification of animals. Part 1: Evaluation of conformance of RFID transponders with ISO 11784 and ISO 11785 \(including granting and use of a manufacturer code\)](#)
- [BS ISO 14223-3 Radiofrequency identification of animals - Advanced transponders. Part 3: Applications](#)

Informative references:

- [BS 5252F:1976](#)
- [EN ISO 3166-1:2020](#)
- [Cattle Identification \(No 2\) Regulations \(Northern Ireland\) 1998](#)

- Cattle Identification (Scotland) Regulations 2007
- Cattle Identification (Wales) Regulations 2007
- Cattle Identification Regulations 2007

Process Overview



Steering Group and Review Panel

The success and credibility of the PAS rests for a large part on the Steering Group which is composed of 8 to 15 representatives from key stakeholder types. BSI will work with the Sponsor to identify the key stakeholder types and potential representative organizations for the Steering Group. Please note, we will reconvene the original SG as this is a revision.

The Review Panel is a broader range of stakeholders, typically up to 150, which are invited to review and comment on the draft document as part of a public consultation.

In order for BSI to publish the PAS it must be satisfied that there is a fair representation of stakeholders during the development process. Therefore, the final decision on the composition of the Steering Group and the Review Panel will rest with BSI.

BSI will research stakeholders online and by reviewing the membership of existing relevant BSI technical committees and PAS Steering Groups. BSI will work with the Sponsor to identify additional appropriate organizations to participate in the development of the PAS if they were missing at first development of the PAS.

Please note – all meetings are virtual, conducted on MS Teams.

Project Team

- Typically consists of the BSI Project Manager, Sponsor Liaison and Technical Author
- Liaises to establish initial objectives, PAS scope, research key words and project plan, as well as identify project stakeholders for the Steering Group and Review Panel
- Liaises as required to assess the progress of the project, agreeing steps to address project risks and issues as they are identified
- Liaises to agree to progress the project at key stages in the project plan

BSI Project Manager – Role and responsibilities

- Allocated at the time of engagement
- Has overall responsibility for the development of the PAS, liaising with the Project Team to assure overall direction and integrity, and identifying and managing project issues and risks
- Works with the Sponsor to identify Steering Group and Review Panel members, ensuring broad and fair representation
- First point of contact for all parties involved, and ensures effective communication of project objectives and progress to stakeholders
- Provides standards drafting training
- Conducts the domain research
- Facilitates and chairs all meetings
- Reviews and edits the PAS content, including all drafts
- Produces the final publication

Sponsor Liaison – Role and responsibilities

- Represents the Sponsor throughout the project
- Coordinates and maintains regular contact with the BSI Project Manager on project-related issues
- Provides all technical input and expertise on behalf of the Sponsor
- Provides a Technical Author (see note below)
- Member of the Project Team and Steering Group
- Attends all required meetings, including all Project Team and Steering Group meetings
- Provides all information in an electronic format specified by BSI
- Signs off deliverables at key stages of the project

Our best estimate of time the Sponsor Liaison will be required to dedicate to the development of the PAS document is as follows but as this is a revision, the commitment will be outlined in the PIM so do not take the estimate as accurate at this stage:

- | | |
|-----------------------------|----------|
| • Attend virtual meetings | 3-6 days |
| • Continued technical input | 3-6 days |
| • Review of final text | 1 day |
| • Review of design & layout | 1 day |

Technical Author – Role and responsibilities

- Provides all technical input and expertise needed for development of the PAS (see note below)
- Member of the Project Team and Steering Group
- Attends all required meetings, including all Project Team and Steering Group meeting
- Uses PAS 44: 2019 as the base document for revision
- Redrafts the PAS revision as required throughout the PAS development process in response to BSI Project Manager, Steering Group and public consultation comments
- Provides all information in an electronic format specified by BSI
- Provides changes to any PAS drafts using the track changes function in Word

Our best estimate of time the Technical Author will be required to dedicate to this project is:

- | | |
|---|-----------|
| • Attend MS Teams meetings | 3-6 days |
| • Provides technical input for the revision | 5-12 days |
| • Review of final text | 2 days |

Note: The Client Liaison and Technical Author can, but do not have to, be the same person.

Project methodology

Phase 1 – Project initiation

Project initiation meeting

At the start of the project BSI will hold a project initiation meeting via MS Teams with the Sponsor Liaison and Technical Author to introduce the BSI Project Manager.

At the project initiation meeting BSI will also:

- Confirm that the Sponsor's needs, concerns and requirements are fully understood
- Explain the PAS development process in detail and confirm the scope
- Discuss key words for domain research
- Discuss stakeholder types, and potential Steering Group and Review Panel members who were used in the original PAS development process and see if we need to revise
- Set the Sponsor's expectations for timescales, amount of input required from all Project Team members, and other operational issues
- Introduce the project schedule, to be signed off by the Sponsor Liaison
- Introduce planned stakeholder communications and agree a preferred way for the Project Team to communicate

Domain research

After the project initiation meeting the BSI Project Manager will conduct research to identify and list:

- Any British (BS), European (EN) or International (ISO) Standards relevant to the scope of the PAS revision
- Key stakeholders that need to be involved in the process as Steering Group or Review Panel members, including relevant BSI technical committees

Initial stakeholder engagement

- After the project initiation meeting and domain research, the BSI Project Manager will:
- Prepare and issue communications to key project stakeholders identified as relevant to the scope of the PAS, including:
 - Steering Group members
 - Review Panel members
 - BSI technical committees
- Engage with these stakeholders to inform them about the work and take on board any comments, concerns and suggestions they may have
- Encourage participation to ensure as balanced a representation of stakeholder types as possible in the revision of the PAS
- Ensure all Steering Group members have signed the PAS Steering Group engagement protocol before participating on the Steering Group

PAS drafting

After the project initiation meeting BSI will conduct an introduction to BSI rules for revision of standards to provide the Technical Author with the necessary knowledge and skills to revise the PAS (this stage is TBC as might not be necessary). This will help ensure that the PAS is consistent, concise and unambiguous.

Phase 2 – Consensus building – indicative only

Public consultation

After the Sponsor Liaison signs off the revision, the BSI Project Manager will make the draft available for a one-month public consultation.

The draft will be publicly available on a dedicated website called the BSI Draft Review System. An email with a link to the site will be sent to the Steering Group and all identified Review Panel members for consultation. The Review Panel will help ensure there is wide consultation, consensus and buy-in for the PAS. To comment on the draft, stakeholders will be required to register on the site, after which they will be able to comment on the whole PAS. The site is open to any interested stakeholder, not just the Steering Group and Review Panel, and is free to access.

Once the comments from the public consultation have been received, the BSI Project Manager will process and collate all the comments, create an audit trail and send the comments to the Steering Group for their review.

Steering Group editorial review

After completing the final updates, the draft will be distributed to the Steering Group for editorial comments only. The editorial comments will be used by the BSI Project Manager to complete a final edit of the PAS revision after which it will be sent to the Sponsor Liaison for final sign-off.

Communication

BSI will undertake the following activities in support of the PAS at the time of publication:

- BSI Shop overview page created to include search engine optimization (SEO) copy, keywords and information about the standard and its benefits
- Cross-sell across BSI Shop and BSI Group web pages
- Feature/advert in the relevant BSI sector newsletters
- E-shots to BSI standards purchasers in relevant International Classification for Standards (ICS) codes, as well as a follow on to the alerts if required
- National and international salesforce and third-party distributors (e.g. IHS)

Revision of the revised PAS

Approximately 18 to 24 months following publication of the PAS, BSI will meet with the Sponsor to discuss the four options available for taking the PAS forward:

- 1) Review and revise the PAS with funding from the Sponsor. A proposal will be issued at the time.
- 2) Use the PAS as a seed document for the development of a formal British (BS), European (EN) or International (ISO) Standard – assuming the project is approved by BSI's Planning and Approval team.
- 3) Withdrawal of the PAS.
- 4) Review and leave as is.

Please note that even though BSI will discuss the options with the Sponsor, BSI has sole discretion to determine which route will be taken, after consulting with the Sponsor to ascertain their wishes.

Whilst BSI reserves the final sole rights and discretion regarding the review and revision of the PAS, as long as our Sponsor wishes to still be involved, BSI will always endeavour to consult with the Sponsor and try to come to agreement with that Sponsor, and also preferably with other key stakeholders, on the development of the PAS.

Annex 3 – Charges

Defined terms within this Annex:

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

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

1. How Charges are calculated

1.1 The Charges:

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

2. Rates and Prices

2.1 Payment shall only be made on completion of milestones, as accepted and signed off by RPA's Project Officer. No partial payments will be made and no other costs will be payable by RPA under this Contract.

2.2 The Contractor shall ensure that all invoices include the correct purchase order number (as provided by RPA), the contract number, RPA's contact details, a qualitative description of the work being completed and shall clearly itemise all costs and link these to the milestones achieved and signed off.

2.3 The Contractor shall be responsible for submitted invoices within ten (10) Working Days of RPA's Project Officer confirming completion of a milestone.

2.4 BSI will use reasonable endeavours to meet the timescale set out herein however due to the nature of the Services and external dependencies, timescales are indicative only and subject to change. Any change in timescales will be communicated to the Sponsor at the earliest opportunity and where reasonably possible kept to a minimum.

2.5 The indicative timescale in respect of the Services is 10 (ten) months from the Commencement Date to PAS completion. The Fee is payable in accordance with the following payment dates (below):

Milestone	t	Estimated Dates	
1. Commencement Date – project initiation meeting		September 2024	
2. Initiation of draft document preparation for Public consultation		December 2024/ January 2025	
3. Final draft work for production		March / April 2025	
4. PAS completion and publication		July 2025	
TOTAL	1		

3. Currency

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

4. Variations

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

5. Electronic Invoicing

- 5.1 The Authority shall accept for processing any electronic invoice that it is valid, undisputed and complies with the requirements of the Authority's e-invoicing system:
- 5.2 The Supplier shall ensure that each invoice is submitted in a PDF format and contains the following information:
 - 5.2.1 the date of the invoice;
 - 5.2.2 a unique invoice number;
 - 5.2.3 the period to which the relevant Charge(s) relate;
 - 5.2.4 the correct reference for the Contract
 - 5.2.5 a valid Purchase Order Number;
 - 5.2.6 the dates between which the Deliverables subject of each of the Charges detailed on the invoice were performed;
 - 5.2.7 a description of the Deliverables;
 - 5.2.8 the pricing mechanism used to calculate the Charges (such as fixed price, time and materials);
 - 5.2.9 the total Charges gross and net of any applicable deductions and, separately, the amount of any reimbursable expenses properly chargeable to the Authority under the terms of this Contract, and, separately, any VAT or other sales tax payable in respect of each of the same, charged at the prevailing rate;
 - 5.2.10 a contact name and telephone number of a responsible person in the Supplier's finance department and/or contract manager in the event of administrative queries; and
 - 5.2.11 the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number);

- 5.3 The Supplier shall submit all invoices and any requested supporting documentation through the Authority's e-invoicing system or if that is not possible to: Rural Payments Agency, 21-23 Valpy Street, Reading, RG1 1AF with a copy (again including any supporting documentation) to such other person and at such place as the Authority may notify to the Supplier from time to time.
- 5.4 Invoices submitted electronically will not be processed if:
- 5.4.1 The electronic submission exceeds 4mb in size
 - 5.4.2 Is not submitted in a PDF formatted document
 - 5.4.3 Multiple invoices are submitted in one PDF formatted document
 - 5.4.4 The formatted PDF is "Password Protected"

Annex 4 – Tender Submission

N/A

Annex 5 – Sustainability

1. Sustainability

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

2. Human Rights

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

3. Equality, Diversity and Inclusion (EDI)

- 3.1 The Supplier will support the Authority to achieve its Public Sector Equality Duty by complying with the Authority's policies (as amended from time to time) on EDI. This includes ensuring that the Supplier, Supplier Staff, and its subcontractors in the delivery of its obligations under this Contract:
 - 3.1.1 do not unlawfully discriminate either directly or indirectly because of race, colour, ethnic or national origin, disability, sex, sexual orientation, gender reassignment, religion or belief, pregnancy and maternity, marriage and civil partnership or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010;
 - 3.1.2 will not discriminate because of socio-economic background, working pattern or having parental or other caring responsibilities;
 - 3.1.3 eliminates discrimination, harassment, victimisation, and any other conduct that is prohibited by or under the Equality Act 2010;

3.1.4 advances equality of opportunity between people who share a protected characteristic and those who do not;

3.1.5 foster good relations between people who share a protected characteristic and people who do not share it;

3.1.6 identifies and removes EDI barriers which are relevant and proportionate to the requirement; and

3.1.6 shall endeavour to use gender-neutral language when providing the Deliverables and in all communications in relation to the Contract.

4. Environment

4.1 The Supplier shall ensure that any Goods or Services are designed, sourced, and delivered in a manner which is environmentally responsible and in compliance with paragraph 1.3 of this Annex;

4.2 In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Authority ensure the reduction of whole life cycle sustainability impacts including;

4.2.1 resilience to climate change;

4.2.2 eliminating and/or reducing embodied carbon;

4.2.3 minimising resource consumption and ensuring resources are used efficiently;

4.2.4 avoidance and reduction of waste following the waste management hierarchy as set out in Law and working towards a circular economy;

4.2.5 reduction of single use consumable items (including packaging), and avoidance of single use plastic in line with Government commitments;

4.2.6 environmental protection (including pollution prevention, biosecurity and reducing or eliminating hazardous substances; and

4.2.7 compliance with Government Buying Standards applicable to Deliverables and using reasonable endeavours to support the Authority in meeting applicable Greening Government Commitments.

5. Social Value

5.1 The Supplier will support the Authority in highlighting opportunities to provide wider social, economic, or environmental benefits to communities through the delivery of the Contract.

5.2 The Supplier will ensure that supply chain opportunities are inclusive and accessible to:

5.2.1 new businesses and entrepreneurs;

5.2.2 small and medium enterprises (SMEs);

5.2.3 voluntary, community and social enterprise (VCSE) organisations;

5.2.4 mutuals; and

5.2.5 other underrepresented business groups.

Annex A – Key Performance Indicators

Metric	KPI (if any of the deliverables are deemed not to meet the Minimum Standard the over-arching KPI itself will be 'failed')	What is required to make this measurable	KPI Measurement	Minimum Standard (KPI Failure)	Acceptable Standard
Contract Management	KPI 1: Invoices	Invoices produced within ten (10) working days of Defra confirming the Contractor's achievement of a milestone	Defra will review all invoices submitted by the Contractor to check that the following information is included and is correct: <ul style="list-style-type: none"> • Purchase order number • Defra contact details • Contract number • Qualitative description of the work completed • Clearly itemise all costs and link these to the milestones achieved and signed off 	Invoices sent to Defra which contain inaccuracies and/or greater than ten (10) working days after the agreed deadline	Meets expectations – all invoices sent to Defra on time and accurately reflect agreed work
Delivery	KPI 2: Project Management	Milestones achieved within the timeline agreed in the Specification	Defra will review the Contractor's progress against the milestones and confirm whether the milestones have been achieved in line with the dates specified.	Milestones not achieved by the deadline	Milestones achieved by the deadline

Short Form Terms

1. Definitions used in the Contract

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

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

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

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

"Information"	has the meaning given under section 84 of the FOIA;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Insolvency Event"	occurs in respect of a legal person (for example an individual, company or organisation): i) if that person is insolvent; ii) if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; or iv) if the person makes any arrangement with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction whether under the Insolvency Act 1986 or otherwise;
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal) Act 2018;
"Key Personnel"	means any persons specified as such in the Order Form or otherwise notified as such by the Authority to the Supplier in writing;
"Law"	means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of Section 4(1) EU Withdrawal Act 2018 as amended by EU (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Parties are bound to comply;
"New IPR"	all and any intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
"Order Form"	means the letter from the Authority to the Supplier printed above these terms and conditions;
"Party"	the Supplier or the Authority (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	has the meaning given to it in the UK GDPR;
"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Processing"	has the mean given to it in the UK GDPR;
"Processor"	has the meaning given to it in the UK GDPR;

"Purchase Order Number"	means the Authority's unique number relating to the order for Deliverables to be supplied by the Supplier to the Authority in accordance with the terms of the Contract;
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Services"	means the services to be supplied by the Supplier to the Authority under the Contract;
"Specification"	means the specification for the Deliverables to be supplied by the Supplier to the Authority (including as to quantity, description and quality) as specified in Annex 2;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where applicable, the Authority's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Start Date"	Means the start date of the Contract set out in the Order Form;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any subcontractor engaged in the performance of the Supplier's obligations under the Contract;
"Supplier"	means the person named as Supplier in the Order Form;
"Sustainability Requirements"	means any relevant social or environmental strategies, policies, commitments, targets, plans or requirements that apply to and are set out in the Annex 5;
Tender Submission	means the Supplier's response to the invitation to the bidder pack (including, for the avoidance of doubt, any clarification provided by the Supplier).
"Term"	means the period from the Start Date to the Expiry Date as such period may be extended in accordance with the Order Form or terminated in accordance with Clause 11;

"UK GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (and see section 205(4);
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Workers"	any one of the Supplier Staff which the Authority, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2. Understanding the Contract

In the Contract, unless the context otherwise requires:

- 2.1 references to numbered clauses are references to the relevant clause in these terms and conditions and references to numbered paragraphs are references to the paragraph in the relevant Annex;
- 2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 2.3 the headings in this Contract are for information only and do not affect the interpretation of the Contract;
- 2.4 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
- 2.5 the singular includes the plural and vice versa;
- 2.6 a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that law;
- 2.7 any reference in this Contract which immediately before the IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A

of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time):

- i. any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area (“EEA”) agreement (“EU References”) which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
 - ii. any EU institution or EU authority or other such EU body shall be read on and after the date of exit from the EU as a reference to the UK institution, authority or body to which its functions were transferred.
- 2.8 the word ‘including’, “for example” and similar words shall be understood as if they were immediately followed by the words “without limitation”;
- 2.9 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 2.10 any Annexes form part of this Contract and shall have effect as if set out in full in the body of this Contract. Any reference to this Contract includes the Annexes; and
- 2.11 all undefined words and expressions are to be given their normal English meaning within the context of this Contract. Any dispute as to the interpretation of such undefined words and expressions shall be settled by reference to the definition in the Shorter Oxford English Dictionary.

3. How the Contract works

- 3.1 The Order Form is an offer by the Authority to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.
- 3.2 The Supplier is deemed to accept the offer in the Order Form when the Authority receives a copy of the Order Form signed by the Supplier.
- 3.3 The Supplier warrants and represents that its Tender Submission and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

4. What needs to be delivered

4.1 All Deliverables

- (a) The Supplier must provide Deliverables:
- (i) in accordance with the Specification and Tender Submission;
 - (ii) to a professional standard;
 - (iii) using all reasonable skill and care;

- (iv) using Good Industry Practice;
 - (v) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract;
 - (vi) in accordance with such policies and procedures of the Authority (as amended from time to time) that may be specified in the Contract (vii) on the dates agreed; and
 - (viii) in compliance with all applicable Law.
- (b) Without prejudice to the Specification the Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to the Authority) from Delivery against all obvious damage or defects.

4.2 Goods clauses

- (a) All Goods Delivered must be capable of meeting the requirements set out in the Specification and be either (i) new and of recent origin, (ii) reused or (iii) recycled.
- (b) All manufacturer warranties covering the Goods will be assigned to the Authority on request and for free.
- (c) The Supplier transfers ownership of the Goods on completion of Delivery (including off-loading and stacking) or payment for those Goods, whichever is earlier.
- (d) Risk in the Goods transfers to the Authority on Delivery but remains with the Supplier if the Authority notices any damage or defect following Delivery and lets the Supplier know within three Working Days of Delivery.
- (e) The Supplier must have full and unrestricted ownership of the Goods at the time of transfer of ownership.
- (f) The Supplier must Deliver the Goods on the date and to the specified location during the Authority's working hours.
- (g) The Supplier, its subcontractor(s) and supply chain must minimise packaging used whilst providing sufficient packaging for the Goods to reach the point of Delivery safely and undamaged. The Supplier must take back any primary packaging where it is possible to do so. Packaging must be 100% re-usable, recyclable or compostable, use recycled content where reasonably practicable and support the Government's commitment to eliminate single use plastic.
- (h) All Deliveries must have a delivery note attached that specifies the order number, type, quantity of Goods, contact and details of traceability through the supply chain.
- (i) The Supplier must provide all tools, information and instructions the Authority needs to make use of the Goods. This will include, where appropriate, any

operation manuals which, unless specified otherwise, will be written in English and provided in electronic form.

- (j) The Supplier will notify the Authority of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Authority against the costs arising as a result of any such request. Goods must be disposed of in line with the waste management hierarchy as set out in Law. The Supplier will provide evidence and transparency of the items and routes used for disposal to the Authority on request.
- (k) The Authority can cancel any order or part order of Goods which have not been Delivered. If the Authority gives less than 14 calendar days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- (l) The Supplier must at its own cost repair, replace, refund or substitute (at the Authority's option and request) any Goods that the Authority rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Authority's costs including repair or re-supply by a third party.
- (m) The Authority will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Authority or its servant or agent. If the Authority suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify from all losses, damages, costs or expenses (including professional fees and fines) which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or, where related to the Contract, any of its subcontractors or suppliers.

4.3 Services clauses

- (a) The Supplier shall do what is reasonable to comply with the timetable set out in Annex 2. For the avoidance of doubt time is not of the essence in the performance of the Services and the ultimate decision whether to publish the PAS rests with BSI's Director of Standards.
- (b) Subject at all times to Supplier's right to deliver the Service in accordance with the Supplier's governance document on the PAS creation process as updated from time to time (PAS 0) the Supplier must co-operate with the Authority and third-party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including any security requirements.
- (c) The Authority must provide the Supplier Staff with reasonable access to its premises at such reasonable times agreed with the Authority for the purpose of

supplying the Services.

- (d) The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Authority to the Supplier for supplying the Services remains the property of the Authority and is to be returned to the Authority on expiry or termination of the Contract.
- (e) The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
- (f) The Supplier must take all reasonable care to ensure performance does not disrupt the Authority's operations, employees or other contractors.
- (g) On completion of the Services, the Supplier is responsible for leaving the Authority's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Authority's premises or property, other than fair wear and tear and any pre-existing cleanliness, safety or tidiness issue at the Authority's premises that existed before the commencement of the Term.
- (h) The Supplier must ensure all Services, and anything used to deliver the Services, are of the required quality and free from damage or defects.
- (i) The Authority is entitled to withhold payment for partially or undelivered Services or for Services which are not delivered in accordance with the Contract but doing so does not stop it from using its other rights under the Contract.
- (j) The Authority is entitled to withhold payment for partially or undelivered Services or for Services which are not delivered in accordance with the Contract but doing so does not stop it from using its other rights under the Contract.
- (k) It is essential that procedures relating to the composition of the steering group and review panel are open and transparent. The Supplier shall consult with the Authority on the composition of the steering group and review panel but the decision of the Supplier shall be final in this regard. At the time of establishing the steering group, the Supplier shall require and obtain each member's signature to the Protocol. The "**Protocol**" shall be in the form set out at Annex 6 and shall be signed by the individual from time to time representing an organisation on the steering group. Failure of any member to sign the Protocol will result in that person being immediately removed as a member of the steering group.
- (l) In the 18 to 24 months following the publication of the PAS the Supplier may consider:
 - (i) continuing to publish the PAS in its then current form; or
 - (ii) initiating a review of the PAS; or
 - (iii) use of the PAS as a source for the creation of a formal British Standard, European Norm or ISO.
- (m) The Authority acknowledges and agrees that if the Supplier in its sole judgement

and at its sole discretion decides that none of 4.3(k)(i)-(iii) is appropriate for any reason, it may withdraw the PAS from circulation.

- (n) The Services or the timetable relating to them as set out in Annex 2 may need to be adapted during the Term. Where changes are required, the Supplier shall not proceed with the amended Services or timetable without the prior written agreement of the Authority, email being sufficient. If the Authority does not agree to any proposed changes to the Services or timetable and it becomes impossible for the Supplier to continue with the PAS within the 'project scope' and 'indicative timeline' (both as set out in Annex 2), the Supplier shall be entitled to terminate the Contract on 3 months' written notice to the Authority. Neither the Supplier nor the Authority shall have any further liability to the other save for the Authority's obligation to pay the Supplier for Services already incurred prior to termination.

5. Pricing and payments

- 5.1 In exchange for the completion of the Deliverables, the Supplier shall be entitled to invoice the Authority for the charges in Annex 3. The Supplier shall raise invoices promptly and in any event within 90 days from when the charges are due.
- 5.2 All Charges:
 - (a) exclude VAT, which is payable on provision of a valid VAT invoice and charged at the prevailing rate;
 - (b) include all costs connected with the supply of Deliverables.
- 5.3 The Authority must pay the Supplier the charges within 30 days of receipt by the Authority of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the Order Form.
- 5.4 A Supplier invoice is only valid if it:
 - (a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Authority as set out in Annex 3; and
 - (b) includes a detailed breakdown of Deliverables which have been delivered (if any).

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

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

- 5.6 If any sum of money is recoverable from or payable by the Supplier under the Contract (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Contract), that sum may be deducted unilaterally by the Authority from any sum then due, or which may become due, to the Supplier under the Contract. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Authority in order to justify withholding payment of any such amount in whole or in part.
- 5.7 The Supplier must ensure that its subcontractors and supply chain are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Authority can publish the details of the late payment or non-payment.

6. The Authority's obligations to the Supplier

- 6.1 If the Supplier fails to comply with the Contract as a result of an Authority Cause:
- (a) the Authority cannot terminate the Contract under clause 11 on account of the failure to comply, provided this will not prejudice the Authority's right to terminate for another cause that may exist at the same time;
 - (b) the Supplier will be relieved from liability for the performance of its obligations under the Contract to the extent that it is prevented from performing them by the Authority Cause and will be entitled to such reasonable and proven additional expenses that arise as a direct result of the Authority Cause;
 - (c) the Supplier is entitled to any additional time needed to deliver the Deliverables as a direct result of the Authority's Cause;
 - (d) the Supplier cannot suspend the ongoing supply of Deliverables.
- 6.2 Clause 6.1 only applies if the Supplier:
- (a) gives notice to the Authority within 10 Working Days of becoming aware of an Authority Cause, such notice setting out in detail with supporting evidence the known reasons for the Authority Cause;
 - (b) demonstrates that the failure only happened because of the Authority Cause;
 - (c) has used all reasonable endeavours to mitigate the impact of the Authority Cause.

7. Record keeping and reporting

- 7.1 The Supplier must ensure that suitably qualified (and authorised) representatives attend progress meetings with the Authority and provide progress reports when

specified in Annex 2.

- 7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for seven years after the date of expiry or termination of the Contract.
- 7.3 The Supplier must allow any auditor appointed by the Authority access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the audit.
- 7.4 The Supplier must provide information to the auditor and reasonable co-operation at their request.
- 7.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must as soon as possible:
- (a) tell the Authority and give reasons;
 - (b) propose corrective action;
 - (c) agree a deadline with the Authority for completing the corrective action.
- 7.6 If the Authority, acting reasonably, is concerned either:
- (a) as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract; or
 - (b) as to the sustainability or health and safety conduct of the Supplier, subcontractors and supply chain in the performance of the Contract; then the Authority may:
 - (i) require that the Supplier provide to the Authority (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract (in the case of (a)) or improve its sustainability conduct or performance (in the case of (b)) and the Supplier will make changes to such plan as reasonably required by the Authority and once it is agreed then the Supplier shall act in accordance with such plan and report to the Authority on demand
 - (ii) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Authority or materially fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Authority notifies).

8. Supplier staff

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

- a) be appropriately trained and qualified;
 - b) be vetted using Good Industry Practice and in accordance with the instructions issued by the Authority in the Order Form;
 - c) comply with the Authority's conduct requirements when on the Authority's premises including, without limitation, those Sustainability Requirements relating to Equality, Diversity & Inclusion (EDI) contained in Annex 5; and
 - d) be informed about those specific requirements referred to in Clause 13.2.
- 8.2 Where an Authority decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.
- 8.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 8.
- 8.4 The Supplier must provide a list of Supplier Staff needing to access the Authority's premises and say why access is required.
- 8.5 The Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) arising from claims brought against it by any Supplier Staff caused by an act or omission of the Supplier or any other Supplier Staff.
- 8.6 The Supplier shall use those persons nominated in the Order Form (if any) to provide the Deliverables and shall not remove or replace any of them unless:
- (a) requested to do so by the Authority;
 - (b) the person concerned resigns, retires or dies or is on maternity, adoption, shared parental leave or long-term sick leave; or
 - (c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated.

9. Rights and protection

9.1 The Supplier warrants and represents that:

- (a) it has full capacity and authority to enter into and to perform the Contract;
- (b) the Contract is executed by its authorised representative;
- (c) it is a legally valid and existing organisation incorporated in the place it was formed;

- (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
 - (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;
 - (f) it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
 - (g) it is not impacted by an Insolvency Event.
- 9.2 The warranties and representations in clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 9.3 The Supplier indemnifies the Authority against each of the following:
- (a) wilful misconduct of the Supplier, any of its subcontractor and/or Supplier Staff that impacts the Contract;
 - (b) non-payment by the Supplier of any tax or National Insurance.
- 9.4 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must notify the Authority as soon as practicable.
- 9.5 All third party warranties and indemnities covering the Deliverables must be assigned for the Authority's benefit by the Supplier.

10. Intellectual Property Rights (IPRs)

- 10.1 Each Party keeps ownership of its own Existing IPRs. All Intellectual Property Rights in and to the New IPRs shall vest in the Supplier.
- 10.2 In the event that the law deems that any Intellectual Property Rights in the New IPRs are held by the Authority then as further consideration for the provision of the Services the Authority hereby exclusively and irrevocably assigns all present and future copyright in and to the New IPRs in any and all media now known or invented in future to the Supplier and will do any other thing reasonably requested by the Supplier to ensure that the assignment is valid.
- 10.3 The Authority grants to the Supplier a royalty-free, non-exclusive, non-transferable licence to use the Authority's Existing IPRs to the extent necessary and for the sole purpose of the PAS, including its future marketing, sale, and distribution.
- 10.4 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as

provided in clause 10 or otherwise agreed in writing.

- 10.5 Any early termination of this Contract will not affect the Supplier's ownership of the IPRs in the PAS or the Supplier's rights to revise the PAS.

11. Ending the contract

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

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

Ending the Contract without a reason

- 11.3 The Authority has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if the Contract is terminated, clause 11.5(b) to 11.5(g) applies.

11.3a. The Supplier has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 30 days' written notice and if the Contract is terminated, clause 11.5(b) to 11.5(g) applies.

When the Authority can end the Contract

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

- (i) there is a Supplier Insolvency Event;
- (ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify in the Authority's opinion that the Supplier's conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
- (iii) if the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied. Where a material breach is not capable of remedy, the Authority has the right to immediately terminate the Contract;
- (iv) there is a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Authority in writing;

- (v) if the Authority discovers that the Supplier was in one of the situations in 57(1) or 57(2) of the Regulations at the time the Contract was awarded;
- (vi) the Supplier or its affiliates embarrass or bring the Authority into disrepute or diminish the public trust in them;
- (vii) where a right to terminate described in clause 27 occurs;
- (viii) the Supplier is in breach of any of its health, safety and well-being obligations under clause 28.1(a); and
- (ix) where, in accordance with clause 33.3, there is or may be an actual or potential conflict of interest.

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

11.5 What happens if the Contract ends

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

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

intended to continue.

11.6 When the Supplier can end the Contract

(a) The Supplier can issue a reminder notice if the Authority does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Authority fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice. The Supplier shall be entitled to charge interest on the overdue amount at a rate of 2% above the base rate of the Bank of England from time to time in force from the date on which such amount fell due until payment (whether before or after judgment).

(b) If a Supplier terminates the Contract under clause 11.6(a):

(i) the Authority must promptly pay all outstanding charges incurred to the Supplier;

(ii) the Authority must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with satisfactory evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated;

(iii) clauses 11.5(g) apply.

11.7 Partially ending and suspending the Contract

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

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

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

(i) Unreasonably reject the variation; nor

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

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

12. How much you can be held responsible for

12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise, including under any indemnity) is no more than

three (3) times the value of the Charges.

12.2 No Party is liable to the other for:

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

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

- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
- (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
- (c) any liability that cannot be excluded or limited by law.

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

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

13. Obeying the law

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

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

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf

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

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

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

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

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

14. Insurance

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

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

15. Data protection

15.1 The Parties warrant that for the purposes of the Contract each party shall comply with its respective obligations under the Data Protection Legislation.

16. What you must keep confidential

16.1 Each Party must:

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

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

- (a) where disclosure is required by applicable law, permitted in respect of an audit pursuant to clause 7.3, or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the recipient Party already had the information without obligation of

confidentiality before it was disclosed by the disclosing Party;

- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the disclosing Party's Confidential Information;
- (f) to its auditors or for the purposes of regulatory requirements;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis;
- (h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

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

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

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

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

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

16.7 The Supplier must not make any press announcement or publicise the Contract or

any part of it in any way, without the prior written consent of the Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

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

17. When you can share information

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

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

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

17.3 The Authority may talk to the Supplier to help it decide whether to publish information under clause 17. However, the extent, content and format of the disclosure is the Authority's decision, which does not need to be reasonable, but the Authority will not publish any Confidential Information without giving as much prior written notice as is reasonable and practicable to the Supplier in the circumstances.

18. Invalid parts of the contract

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

19. No other terms apply

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

20. Other people's rights in a contract

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

21. Circumstances beyond your control

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

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

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

21.3 Where a Party terminates under clause 21.2:

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

22. Relationships created by the contract

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

23. Giving up contract rights

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

24. Transferring responsibilities

24.1 The Supplier cannot assign the Contract, or any rights under it, without the Authority's written consent. Notwithstanding the foregoing, the Supplier may assign its rights under the Contract to any other company within its group of companies.

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

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

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

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

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

25. Changing the contract

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

26. How to communicate about the contract

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

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

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

27. Preventing fraud, bribery and corruption

27.1 The Supplier shall not:

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

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

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

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

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

28. Health, safety and wellbeing

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

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

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

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

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

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

29. Business Continuity

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

average climate and/or resource scarcity.

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

30. Whistleblowing

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

31. Tax

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

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

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

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

- (a) the Authority may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 31.2, or why those requirements do not apply, the Authority can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Authority's request if the Worker fails to provide the information requested by the Authority within the time specified by the Authority;
- (c) the Worker's contract may be terminated at the Authority's request if the

Worker provides information which the Authority considers isn't good enough to demonstrate how it complies with clause 31.2 or confirms that the Worker is not complying with those requirements;

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

32. Publicity

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

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

33. Conflict of interest

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

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

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

34. Reporting a breach of the contract

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

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

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

35. Resolving disputes

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

35.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 35.3 to 35.5. Such mediation shall not be a condition precedent to the commencement of any court proceedings or arbitration, and either Party may issue and commence court proceedings, or agree to arbitrate, prior to or contemporaneously with the commencement of mediation.

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

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

35.4 In the event of an agreed arbitration, the arbitration shall proceed under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

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

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

36. Which law applies

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

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

Annex 6 - STEERING GROUP PROTOCOL

BSI Standards Limited (BSI)

- and -

.....(name of individual)

.....(organization represented)

Protocol - Steering Group Participation

For:

I,
(insert name of Member)

of
(insert address of Member)

confirm that I have agreed to become a Member of the Steering Group for:

[PROJECT NAME]

and that I will abide by the following terms while I am a member.

1. While on BSI premises, I shall comply with all BSI requirements and instructions as to health and safety and security.
2. At the start of each Steering Group meeting at which I am present, I shall complete and sign the attendance sheet that shall be made available to me by the BSI project manager.
3. I shall conduct the business of the Steering Group in accordance with the procedures communicated to me by the BSI project manager from time to time.

4. I hold all of the intellectual property rights in all material that I may contribute during the business of the Steering Group and where I do not, if it is required, I confirm that I have all relevant consents from the holder(s) of those rights and am authorized to contribute such material to the Steering Group for the purpose of the development and exploitation by BSI of the PAS.
5. The business of the Steering Group will lead to the creation of a new work ("New Work"). I acknowledge that all copyright in the New Work will vest in The British Standards Institution exclusive of any competing right either I or any third party may have. To the extent that the law may deem any copyright in the New Work to be held by me, in consideration of The British Standards Institution accepting contribution of materials from me, I assign the copyright in the New Work (or any part of it) to The British Standards Institution and will do any other thing reasonably requested of me by The British Standards Institution to ensure that the assignment is valid.
6. There is no conflict of interest created by my becoming a member of the Steering Group. If there is any likelihood of a conflict of interest, I shall immediately inform the BSI project manager and understand that the prospective conflict of interest may disqualify me from further participation in the business of the Steering Group.
7. I shall keep all Steering Group business strictly confidential save for consulting with colleagues on a need-to-know basis on matters agreed within the Steering Group and shall not make any public statement about the participation of other members of the group (including their identity) or about Steering Group business.