



SHORT FORM CONTRACT FOR THE SUPPLY OF SERVICES

Chartered Trading Standards Institute

[Redacted]

[Redacted]

Date: 31/08/2023

Our ref: C185496

Dear [Redacted]

Following your tender/proposal for the supply of **C185496 The development + delivery of FSA food standards training for local authorities** to the Food Standards Agency, we are pleased confirm our intention to award this Contract to you.

The attached Order Form, contract Conditions and the *Annexes* set out the terms of the Contract between the Food Standards Agency and Chartered Trading Standards Institute 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. Please confirm your acceptance of this Contract by signing and returning the Order Form within 7 days from the date of the Order Form. No other form of acknowledgement will be accepted. Please remember to include the reference number(s) above in any future communications relating to this Contract.

We will then arrange for the Order Form to be countersigned which will create a binding contract between us.

Yours faithfully,

[Redacted]

I. **Order Form**

1. Contract Reference	C185496	
2. Buyer	Food Standards Agency Foss House, York, YO17PR	
3. Supplier	Chartered Trading Standards Institute 	
4. The Contract	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables.</p> <p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and <i>Annexes</i>.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in the Conditions.</p> <p>In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.</p> <p><i>[Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Buyer and may delay conclusion of the Contract.]</i></p>	
5. Deliverables	Goods	None
	Services	<p>As set out below in in Annex 2 - Specification and in the Supplier's tender as set out in Annex 4 - Supplier's Tender</p> <p>Date(s) of Delivery: as set out in the timelines detailed in the specification, the Suppliers Tender submission and the tender's clarification questions and responses.</p>



6. Specification	The specification of the Deliverables is as set out below in Annex 2 - Specification and in the Suppliers tender as set out in Annex 4 - Supplier Tender
7. Start Date	01/09/2023
8. Expiry Date	31/03/2025
9. Extension Period	The Buyer may extend the Contract for a period of up to 12 Months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The Conditions of the Contract shall apply throughout any such extended period.
10. Optional Intellectual Property Rights ("IPR") Clauses	Clause 10 of the Conditions provides that each Party retains its Existing IPR, and New IPR belongs to the Buyer.
11. Charges	The Charges for the Deliverables shall be as set out below in Annex 3 - Charges / the Supplier's tender as set out in Annex 4 - Supplier Tender .
12. Payment	<p>Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier.</p> <p>All invoices must be sent, quoting a valid Purchase Order Number (PO Number), to: [REDACTED]</p> <p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name, email, and telephone number) of your Buyer contact (i.e. Buyer Authorised Representative). Non-compliant invoices may be sent back to you, which may lead to a delay in payment.</p>
13. Data Protection Liability Cap	In accordance with clause 12.5 of the Conditions, the Supplier's total aggregate liability under clause 14.7(e) of the Conditions is no more than the Data Protection Liability Cap, being £5 million .



14. Progress Meetings and Progress Reports	<ul style="list-style-type: none"> • The Supplier shall attend progress meetings with the Buyer every week. • The Supplier shall provide the Buyer with progress reports every week. <p>These are to be discussed and set at the kick off meeting.</p>
15. Buyer Authorised Representative(s)	<p>For general liaison your contact will continue to be</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>
16. Supplier Authorised Representative(s)	<p>ntact will continue to be</p> <p>[Redacted]</p>
17. Address notices for Buyer: <p>Food Standards Agency, Foss House, York, Y017PR</p> <p>[Redacted]</p> <p>Supplier:</p> <p>CTSI</p> <p>[Redacted]</p> <p>[Redacted]</p>	

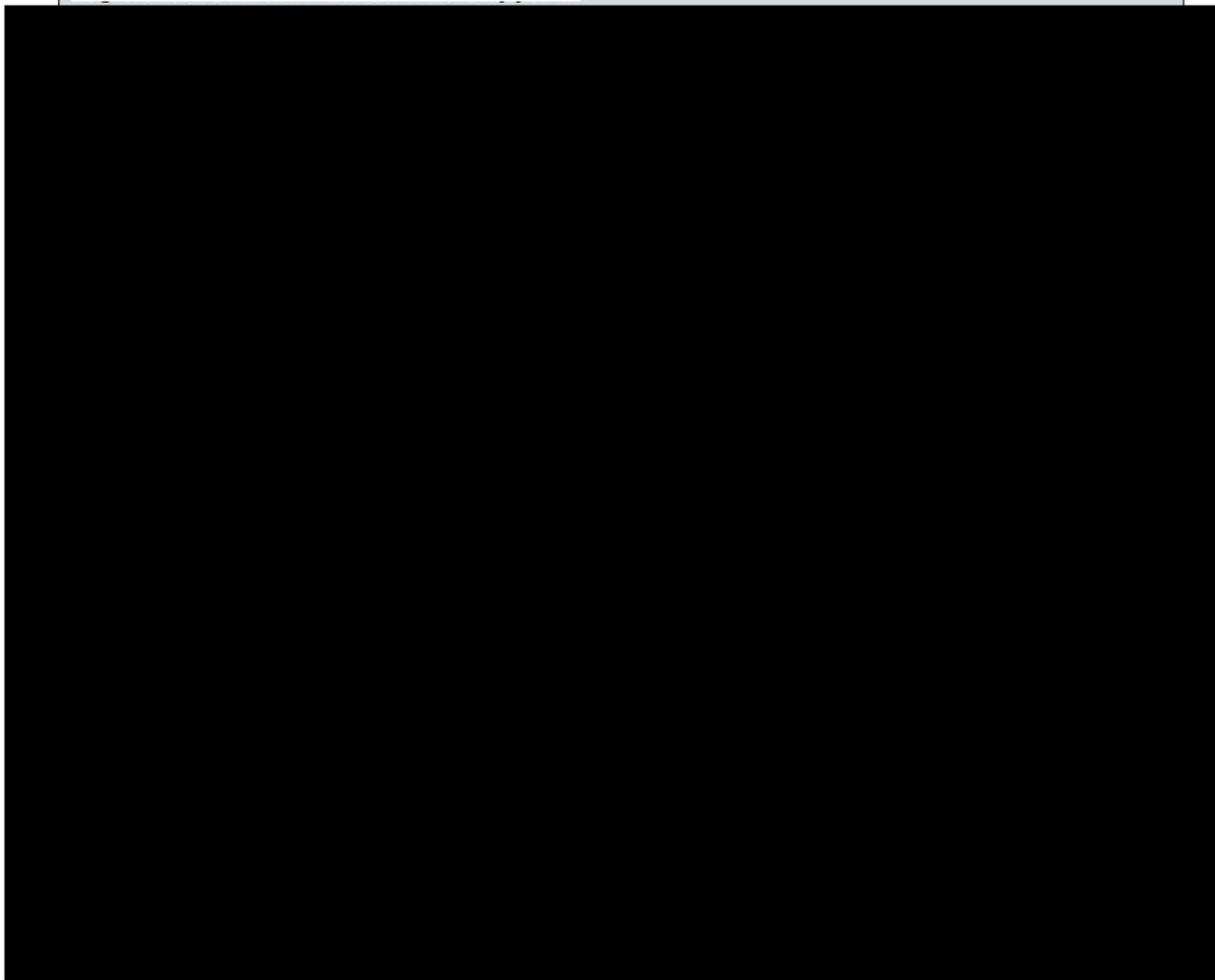


18. Key Staff	<table border="1"> <thead> <tr> <th>Key Staff Role:</th><th>Key Staff Name:</th><th>Contact Details:</th></tr> </thead> <tbody> <tr> <td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr> <td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr> <td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr> <td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td></tr> </tbody> </table>	Key Staff Role:	Key Staff Name:	Contact Details:	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]														
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[REDACTED]	[REDACTED]	[REDACTED]														
[REDACTED]	[REDACTED]	[REDACTED]														
19. Procedures and Policies	The Buyer's additional sustainability requirements are: FSA Environmental Sustainability Strategy].															
20. Special Terms	Special Term 1 - NIA															
21. Incorporated terms	<p>The following documents are incorporated into the Contract. If there is any conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> a) The cover letter from the Buyer to the Supplier dated 31st August 2023. b) This Order Form c) Conditions d) The following Annexes in equal order of precedence: <ul style="list-style-type: none"> i. Annex 1 - Processing Personal Data ii. Annex 2 - Specification iii. Annex 3 Charges iv. Annex 4- Supplier's Tender Application Form, unless any part of the Tender offers a better commercial position for the Buyer (as decided by the 															



	<p>Buyer, in its absolute discretion), in which case that part of the Tender will take precedence over the documents above.</p> <p>v. Annex 5 - Clarification Questions and Responses</p> <p>vi. Annex 6-Work package Template</p>
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Signed for and on behalf of the **Supplier:**





II. Annex 1-Processing Personal Data

A. Part A - Authorised Processing Template

Contract:	C185496
Date:	[29/08/2023]
Description of authorised processing	Details
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]



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III. Annex 2 - Specification

Specification Reference
C185496
Specification Title
The development and delivery of FSA (Food Standards Agency) food standards training for local authorities and port health authorities' officials in England, Wales and Northern Ireland on the application of the Food Standards Delivery model as set out in the Food Law Code of Practice issued in June 2023.
Contract Duration
September 2023 to 31 st March 2025 with the option to extend for up to 12 months.

This specification, which forms part of the Invitation to Tender (ITT), comprises of three individual sections: -

- A. **SPECIFICATION:** An outline of the requirement
- B. **PROCUREMENT TIMETABLE:** An estimated timetable for the procurement of the proposed requirement
- C. **EVALUATION OF TENDERS:** Provides guidance to applicants on the information that should be included within tenders and on the evaluation criteria and weightings used by evaluators when assessing and scoring tenders

Tenders for FSA funded projects must be submitted through the health-family single e-Commercial System (Atamis), using the following link <https://health-family.force.com/s/Welcome>. Failure to do so may result in the tender response not being processed by the system or the response being automatically disqualified during the evaluation stage of the tender process.

THE SPECIFICATION, INCLUDING PROJECT TIMETABLE AND EVALUATION OF TENDERS

Summary

The FSA wishes to appoint a supplier to enhance, develop and deliver a suite of training to support local authority (LA) implementation of the new food standards delivery model as set out in the Food Law Code of Practice issued in June 2023. Subsequently referred to as 'the Food Standards Delivery Model' (FSDM). The training may also include where necessary, associated food standards official controls training and the use of intelligence in food law enforcement services of Local Authorities and Port Health Authorities (both to be referred to as LAs from hereon in) within a call-off contract arrangement.

Effective food controls are essential for consumer protection and confidence and should be undertaken by competent officials that meet the competency criteria.



The FSA has engaged with LAs to identify training resources that would support implementation of the FSDM.

The development of workplace IT solutions to enable officers to work remotely has allowed many of them to access training courses without the need for travel and has helped minimise disruption to the LAs.

The range of training activities to be provided by the contractor is likely to include, but not limited to:

- A webinar-based training session
- Further ad-hoc related training courses when the FSA identifies a development need, the mode of delivery and venues to be determined and could include further webinars, online or face to face training to LA officers in England, Wales and Northern Ireland.

GENERAL INTRODUCTION

The Food Standards Agency (FSA) is an independent Government department working across England, Wales, and Northern Ireland to protect public health and consumers wider interest in food. We make sure food is safe and what it says it is.

The Agency is committed to openness, transparency, and equality of treatment to all suppliers.

A. THE SPECIFICATION

Background

The provision of training for LAs is key to our role as the Central Competent Authority (CCA) for food and feed safety. Such training helps ensure that official food and feed controls and related activities are undertaken consistently and that they are effective in safeguarding public and animal health and consumer protection. It will also help ensure that enforcement officers have the necessary expertise, knowledge, capability, and resilience to undertake their duties and help drive up sustained levels of business compliance.

Further to engagement with LAs, with regards to the food standards delivery model and changes to the Food Law Code of Practice, the FSA has identified this priority training requirement for officers.

The Specification

The FSA wishes to appoint a supplier to develop and deliver training to LAs on the Food Standards Delivery Model training in line with the Code of June 2023 and, where relevant, associated food standards official controls training, and training on the use of intelligence in food law enforcement services, within a call-off contract arrangement.

The contract will be from September 2023 to March 2025 with the option to extend for up to twelve months.

As this will be a call-off agreement the **FSA will not provide any guarantee as to the likely value or volume of work to be awarded**. The number of training sessions or new courses will be based on the demand from LAs and subject to the FSA's training budget.

The training is aimed at LA staff who have responsibility for the delivery of official controls for food standards.

The training is a core element in equipping officers to understand their role and responsibilities in delivering official food controls and other official activities through the application of the Food Standards Delivery Model.

The range of courses to be provided by the supplier is likely to be incremental and may include, but is not necessarily limited to:



- Online webinar-based training sessions
- Face to face training courses at various locations in the UK
- Further ad-hoc training courses all relating to the application of the Food Standards Delivery Model, food standards official controls and the use of intelligence where relevant, when the FSA identifies a development need, the mode of delivery and venues to be determined.

Further information about the call-off contract can be found in the call-off procedure section of this specification.

This specification outlines the requirements of the FSA. The initial requirement is for a training course to be developed in collaboration with the Food Standards Agency, and delivered on a face to face, on-line or hybrid basis depending on partner demand. This initial requirement is for the development and delivery of the required training course centred around the Food Standards Delivery Model along with relevant food standards official control responsibilities for LAs. The contract will cover the delivery of required training to officials within the local authorities (district councils in Northern Ireland) identified as delivering food standards official food controls.

The training will cover the following points of the new Food Standards Delivery Model:

- The Food Standards Delivery Model and the Food Law Code of Practice issued in June 2023.
- How the new model will work in practice.
- Introduction and overview to key changes such as inherent risk profile, compliance score and application of the new decision matrix.
- Explanation of the types of official controls and interventions available to officers and the flexibilities available within the Food Law Code of Practice.
- Example case studies for practical application of the new Food Standards Delivery Model and Codes to typical food business operators.
- How intelligence can be used and applied in the delivery of food standards interventions

By the end of the training session, delegates should:

- Have developed their understanding of the new Food Standards Delivery Model.
- Be able to understand the nature of the changes to food standards delivery and the Food Law Code of Practice.
- Be able to understand the inherent risk profile and compliance score and apply these to the decision matrix to apply appropriate intervention frequencies to various food business operators.
- Have knowledge and understanding of how applying intelligence principles benefits the delivery of food standards official controls.
- Have knowledge and understanding of where to go for further help and how to access current guidance available.

Some historic course content is already held by the FSA which will assist suppliers in the development of this course and suppliers should:



- review the course material that the FSA currently holds for these training subjects and provide an updated version.
- update all references to legislation with regard to all nations and procedures to reflect current practice where necessary.
- remove any irrelevant material
- provide updated images
- provide scope for interactivity in delivery of the training, whether online or face to face, for example through topical case studies, and
- Develop a training session based on these revised training course materials

The following requirements apply:

1. Some previous written content will be provided by FSA, but we require the supplier's expertise to develop and enhance the content into a comprehensive updated course. Development and delivery of one live instructor-led course, the contents of which should be adaptable so that it can be delivered live face to face, as an online session, or as smaller interactive sessions as required. The following requirements apply:

- The FSA requires a supplier with established expertise in the subject matter of delivering training on delivery of food standards official controls, who will use this knowledge to develop the course content, and host and deliver the training sessions. Suppliers must be able to demonstrate previous experience of successful delivery of training to local authorities.
- Initially, training is required to be delivered to all food officers in the 154 LAs in England and to the 11 district councils in Northern Ireland that deliver food standards official controls. The manner of delivery should be prepared for virtual on-line sessions with anticipation that this could be adapted to face to face. The method of delivery will be that which best meets FSA and LA needs.
- Should content amendments be required, e.g., altering legislation to ensure that the content is suitable and appropriate for delivery to LAs in Wales, or Scotland, the call-off procedure would be used.
- The intellectual property rights of each training course (materials and course session delivery) become the intellectual property of the Crown.
- The training courses developed should, where applicable, align with [REDACTED]
- The training should be delivered between 1st September 2023 and 31st March 2025 with the possibility of extension subject to demand and budget.
- All course materials and content developed will require internal FSA sign off. The supplier will be required to be available for meetings to track progress, sign off content and debrief following delivery of the training course session.
- Whilst the FSA would like as many delegates to be trained as possible, it recognises that the trainers will need to be able to interact with the delegates during each training session, and the size of the group will reflect that need. Suppliers should set out how they will deliver on this basis, including media.



- The sessions should be interactive and actively promote interaction by the delegates, giving them the opportunity to ask questions and input into discussions to enable them to get the most out of the training.
- The sessions need to include case studies to help develop the practical skills required to undertake official controls within the new food standards delivery model and promote consistency of approach for LA staff. To that end, the supplier will be required to facilitate discussion on the case studies to reach a conclusion.
- The supplier will be responsible for administration of training sessions. This will include invitations, chasing up non attendees, creating and supplying with the FSA attendance lists, issuing CPD and managing any GDPR issues of those attending. The supplier will circulate required course materials before each training session.
- The supplier will be responsible for online platform technical support to course attendees and responding to any issues regarding connectivity or access issues.
- There should be no requirement for the user to have a specific IT device, software or web browser in order to attend the live online seminar.
- Training session attendees should be given a marked test to complete at the end of the training session where possible to assess the knowledge or skills gained during the session. This test will require development by the supplier.
- The supplier should provide a CPD (Continuing Professional Development) or attendance certificate to course attendees following successful completion of the training session.
- The supplier will seek feedback from training session attendees and share this feedback with the FSA for review. The feedback should include:
 - the extent to which the participants found the training useful, challenging, well structured, or organised
 - the extent to which participants improved their knowledge and skills as a result of the training
 - how the training will be used in the workplace
- Suppliers should provide details of all key personnel who will be developing and delivering the training. They should have relevant practical experience in delivering official controls training and be able to demonstrate their expertise in the subject matter through the submission of CVs.
- Suppliers should provide detail on the planned course content, the delivery method(s) and how this will be tailored to create an engaging workshop that meets different learning styles. They should also provide evidence of previous successful delivery of official controls training.
- Content of products as developed by the supplier will be agreed with the FSA before delivery.

2. Development and delivery of a recorded version of the training session. This should follow the main content requirements of the live online seminar and / or face to face live session but with the additional requirements below:

- Suppliers should provide a recorded clean version of the live training session with no participants of any live sessions visible in order to avoid GDPR breaches.



- The recorded training session can be a condensed version of a face to face or other virtual session.
- The recording should be managed and hosted by the supplier.
- The recording should allow users the option to watch on demand and not necessarily in one sitting and should be designed to be a revision aid to those having attended an online session rather than an alternative to attending such a session.
- There should be no requirement for a specific device, software or web browser to watch the recording.
- Suppliers should provide user support for the recorded session hosting.
- It is envisaged any user with a gov.uk email address should be able to access online material. Note that the provider may need to develop bespoke arrangements to facilitate virtual attendance at such sessions from district councils in Northern Ireland where they do not necessarily use the gov.uk email address, and to also access any online training product.

It should be noted that the recorded session is not intended to replace the benefits associated with attending a live or virtual training session. The recording will allow officers who have attended the session to subsequently access reference material and an opportunity to see the content covered during that live session. It will also allow the training to be accessed by more officers. Any requests for further sessions will be subject to budget and the call-off procedure will be used for this.

Call-off Procedure

It is envisaged that further training courses on similar subject themes may be commissioned through a Call-off Procedure 'work package' template. The FSA would complete the specification section, including the available budget, and submit this via email to the supplier. The supplier would then have up to 10 working days to submit a proposal, including the development need identified, method of delivery, timelines (including the number of courses) and costs. Once the work package is agreed it would be signed by both parties and sent to the FSA Commercial team. The FSA would be responsible for raising purchase orders for each work package. To help the FSA plan for such additional training activities, it is requested that the supplier should provide a rate-card. Regarding future training, there will be no guarantee of volumes or value.

Costs

The information below should be completed within the Financial Template:

- Please provide a full breakdown of costs for both development and for delivery of the training course.
- Please provide a rate card of services and day rates to itemise costs for changes including amendments and updating.
- Please also provide a total cost per delivered training session, differentiating between face to face and online delivery once the course has been developed, for future delivery for interested attendees.
- Any costs associated with the recording and hosting requirements.

Note: All costs should be provided exclusive of VAT and should clearly state whether VAT will be charged. Payments will be made against the satisfactory completion of key milestones.

General Data Protection Regulation (GDPR)



Please outline in your tender how you will comply with the GDPR, recognising the FSA as the 'data controller' and the supplier's role as the 'data processor,' and responding to the sections below. If successful you may also be asked to carry out a Privacy Impact Assessment (PIA), and a privacy notice may be required, which will be reviewed and agreed by the FSA Data Security Team.

Data security

Please confirm in your tender that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects.

Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures:

- to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services
- to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion, and portability of personal data
- to ensure that any consent-based processing meets standards of active, informed consent, and that such consents are recorded and auditable
- to ensure legal safeguards are in place to legitimise transfers of personal data outside the EU (European Union) (if such transfers will take place)
- to maintain records of personal data processing activities, and
- to regularly test, assess and evaluate the effectiveness of the above measures
- to ensure products and systems are developed with an awareness of the government service manual and service standards:

Data Protection

Contractors are responsible for ensuring that all necessary permissions are acquired for the use of data, visuals, or other materials in the webinars that are subject to copyright law, and that the materials are used in accordance with the permissions that have been secured.

The successful contractor must comply with GDPR and ensure that any information collected, processed, and transferred on behalf of the FSA will be managed, held, handled, and transferred securely. The successful supplier will be assigned the role of 'Data Processor' for the duration of the contract and the FSA will act as the 'Data Controller.'

The Data Processor must:

- process any personal data only on the documented instructions of the Controller
- comply with security obligations equivalent to those imposed on the Controller (implementing a level of security for the personal data appropriate to the risk)
- ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality
- only appoint Sub-processors with the Controller's prior specific or general written authorisation, and impose the same minimum terms imposed on it on the Sub-processor; and the original Processor will remain liable to the Controller for



the Sub-processor's compliance. The Sub-processor must provide sufficient guarantees to implement appropriate technical and organisational measures to demonstrate compliance. In the case of general written authorisation, Processors must inform Controllers of intended changes in their Sub-processor arrangements

- make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 GDPR and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller - and the Processor shall immediately inform the controller if, in its opinion, an instruction infringes GDPR or other EU or member state data protection provisions
- assist the Controller in carrying out its obligations regarding requests by data subjects to exercise their rights under Chapter III of the GDPR, noting different rights may apply depending on the specific legal basis for the processing activity (and should be clarified by the Controller up-front)
- assist the Controller in ensuring compliance with the obligations to implementing a level of security for the personal data appropriate to the risk, considering the nature of processing and the information available to the Processor
- assist the Controller in ensuring compliance with the obligations to carry out Data Protection Impact Assessments, considering the nature of processing and the information available to the Processor, and
- notify the Controller without undue delay after becoming aware of a personal data breach.

Tenderers should also ensure they can meet the security requirements set out in the Data Protection and Security Requirements Assurances checklist (**provided in Annex A**).

Tenderers should also provide a data management plan outlining any specific data security issues related to the training provided detailing how these will be managed. Note as part of those requirements Tenderers should hold a Cyber Essentials Accreditation to demonstrate that they can comply with minimum technical standards. More details on the accreditation can be found here [REDACTED]

Quality/ Accessibility

- all outputs must align with the Competency Framework
- all outputs must comply with Web Content Accessibility Guidelines (WCAG) 2.1 (w3.org) to minimum level 'AA'
- the selected product must meet WCAG 2.1 AA
- suppliers must have evidence of skills and knowledge of creating fully accessible content to WCAG 2.1 AA within learning platforms
- supplier must demonstrate, commitment to delivering accessible learning and demonstrate how they test to these standards
- video outputs must have transcripts and captions

Accessibility Guideline Links:

- [REDACTED]

Sustainability



The FSA is committed to improving sustainability in the management of operations. Tenders should demonstrate a clear approach to sustainability, in particular how it will be applied in practice to projects under the call-off contract, considering economic, environmental, and social aspects.

Social value

Social value has a lasting impact on individuals, communities, and the environment. The Government has an opportunity and responsibility to maximise benefits effectively and comprehensively through its commercial activity. To be effective, it is essential that the FSA considers social value at all stages of the procurement life cycle. In order to do this, the FSA is applying the Government Commercial Functions social value model [PPN 06/20 Procurement Policy Note](#) from 1st January 2021. The complete set of documents can be found on the [Social Value webpage](#).

B. PROCUREMENT TIMETABLE

Table 1 details an **estimated** project timetable for the project. Tenderers should however be aware that the Agency needs to acquire the evidence outlined in this ITT in a timely manner and you should justify your timings in your work plan.

Table 1. Estimated project timetable

Expected date	Invitation to tender (ITT)
Wednesday 21 June 2023	Invitation to Tender (ITT) issued by the Agency
Immediately as above	ITT Clarification period opens*
12 noon Monday 10 July 2023	ITT Clarification period closes**
12 noon Wednesday 26 July 2023	Closing date for submission of ITT responses***
27 July-18 August 2023	Evaluation of ITT responses
Monday 21 August 2023	Appraisal panel meeting held to consider responses
W/C Monday 21 August 2023	tenderers notified of outcome of appraisal and preferred Tenderer identified subject to any required clarifications
W/C 28 August 2023	Contract awarded and signed
As soon as possible following the contract award	Project initiation meeting takes place, and the project commences

* If a Tenderer wishes to raise any points of clarification over the procurement process, the actual project objectives or any other query these must be raised through the health family single e-Commercial system (Atamis) by the date specified.

** Queries will not be answered after this date.

*** Submissions must be uploaded onto the health family single e-Commercial system (Atamis) before the closing date and time.





Closing Date

Tenders should be submitted on the FSA e-Commercial system **by the date specified on the system using the tender application forms provided.**

When a Supplier clicks Submit the system will check they have completed all the Required (including Pass/Fail) Requirements, then mark all Responses as Complete and display a submission confirmation message to the supplier.

Tenders received after this time will not be considered or evaluated. Please allow sufficient time to upload your tender and all supporting evidence before the closing date.

C. EVALUATION OF TENDERS

The Tenderers Application consists of the:

- Technical envelope **80%** in which applicants should detail the approach, the work plan, and their ability to undertake the work, and
- Commercial envelope **20%** in which applicants should outline all costs to conduct the proposed work, and
- Any other relevant supporting information.

Tenders will be evaluated by FSA evaluators using a numerical system. The table below shows example weightings that have been allocated to each section of the application form and these used by the evaluators:

Table 2. Evaluation criteria for the selection of successful tenderer

CRITERIA	PERCENTAGE WEIGHTINGS
TECHNICAL CRITERIA- 80%	Made up of
1. Delivery of the Requirements	35%
2. Organisational experience and expertise	20%
3. Project management	5%
4. Quality management, risk management, and, data protection	10%
5. Social Value	10%
COMMERCIAL CRITERIA - 20%	20%

The Technical Envelope

Guidance on how to complete each section is provided within the actual application form. A numerical appraisal scoring system will be used to assess the information given in the technical envelope of the tender. Evaluators will allocate a score of 0, 30, 60, 80 or 100 to each part of the technical envelope, depending on the quality and relevance of evidence provided. The scores will then be subjected to the weightings given in Table 2.

All technical criteria will be evaluated as follows:



SCORE	DESCRIPTION FOR SCORE OF EACH CRITERIA
100	Tender fully meets or exceeds the criteria set
80	Tender would require minor modification but almost fully meets the criteria with only a few gaps in the evidence remaining
60	Tender would require some modification but addresses most of the criteria, but may not be detailed enough and/or has several gaps remaining
30	Tender would require significant modification due to significant gaps
0	Tender does not meet the specification or policy

If the applicant does not reach a minimum score of 30 in the technical evaluation, they will be automatically eliminated from the process.

The Commercial Envelope

Guidance on how to complete each section is provided within the actual application form. A numerical appraisal scoring system will be used to assess the information given in the commercial envelope of the tender. Evaluators will allocate a score of 0, 30, 60, 80 or 100 to the commercial envelope, depending on the quality and relevance of evidence provided. The scores will then be subjected to the weighting given in Table 2.

Requirement for the commercial envelope

Please complete the Commercial template provided. Costs should be quoted excluding VAT for the purpose of comparison of tenders. The Agency's financial year runs from 1 April to 31 March. All costings should be recorded in line with this timescale.

Evaluation of the commercial envelope

Commercial criteria will be evaluated as follows:

SCORE	DESCRIPTION FOR SCORE OF THE CRITERIA
100	There is full justification for the costs and the overall resources are appropriate. The tender is the best value for money for the work proposed to meet the specific evidence requirement advertised
80	There is some justification for the costs and the overall resources requested. The tender is reasonable value for money for the work proposed to meet the specific evidence requirement advertised.
60	Limited rationale is given for the resources requested and/or the tender does not offer very good value for money, but is not poor value
30	The tender is relatively poor value for money with little/no justification for costs or resources requested.
0	The tender costs are not considered value for money and the applicant provided no rationale for costs or resources requested



IV. **Annex 3 - Charges**

Application form for a project with the Food Standards Agency Financials Template

Project Costs Summary Breakdown by Participating Organisations

Total Project Costs (excluding VAT) £ **10,747.00**

* Please indicate zero, exempt or standard rate. VAT charges not identified above will not be paid by the FSA
** The total cost figure should be the same as the total cost shown below and in the Schedule of payments tab.

Total Project Costs!	£	10,141.00
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The Short Form Contract - version 1.3

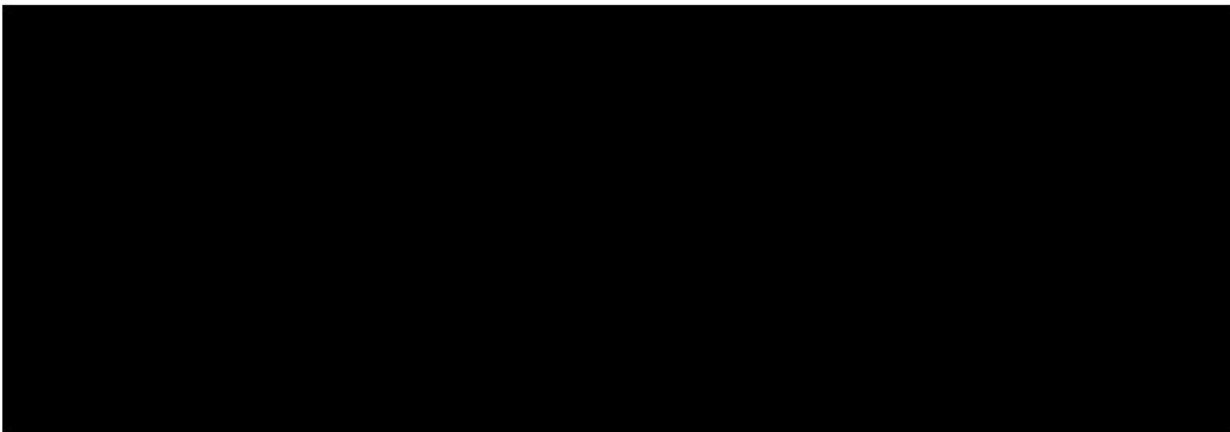
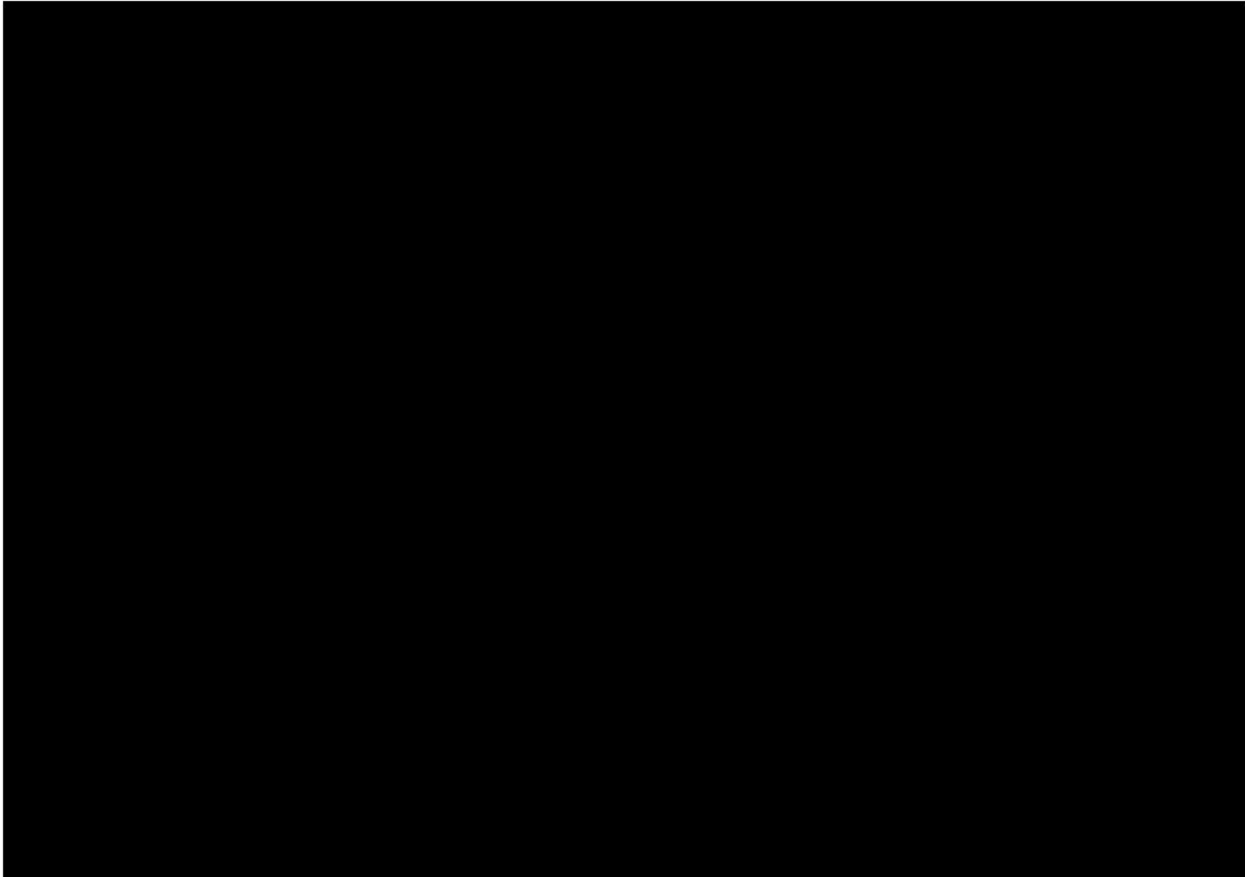
1. *Journal of the American Medical Association*, 2000; 284: 2669-2674.

£ 10,747.00

● Total Overhead Costs (if not shown above)

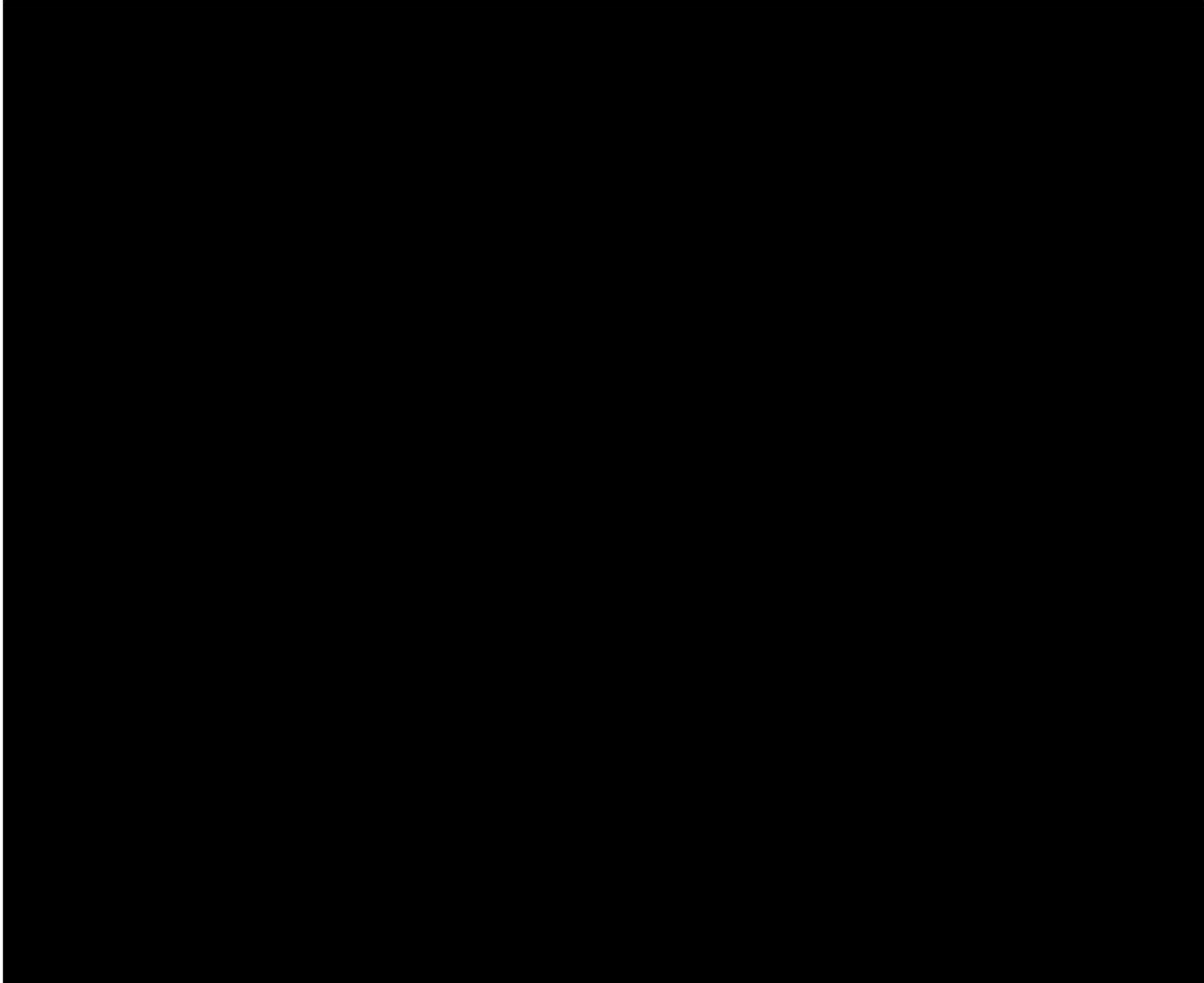


consumable/Equipment	Costs





Travel and Subsistence Costs





The Pricing Schedule				
Total		£	10,747.00	Totals Agree

• Please insert the amount to be invoiced net of any VAT for each deliverable
.. Please insert the applicable rate of VAT for each deliverable
\$ The number of weeks after project commencement for the deliverable to be completed

		Total
		£ 10,747.00



V. Annex 4-SupplierTender

Tender Application form for a project with the Food Standards Agency



**Food
Standards
Agency**
food.gov.uk

- Applicants should complete each part of this application as fully and as clearly as possible
- Brief instructions are given in the grey boxes at the start of each section.
- Please submit the application through the Agency's electronic Public Procurement System (Atamis) by the deadline set in the invitation to tender document.

TENDER TITLE

The development and delivery of FSA (Food Standards Agency) food standards training for local authorities and port health authorities' officials in England, Wales and Northern Ireland on the application of the Food Standards Delivery model as set out in the Food Law Code of Practice issued in June 2023.

TENDER REFERENCE C185496 FOOD STANDARDS DELIVERY MODEL (FDSM)

**PROPOSED START
DATE**

01/09/2023

**PROPOSED
END DATE**

31/03/2025

1: DELIVERY OF THE REQUIRED SERVICES (35%)

Please answer the questions below: -



Please detail the approach you will take and how you will deliver the requirements detailed in this specification. Please also include how users will access the service from their IT (Information Technology) devices and how you will host any virtual sessions. How you will manage the administration and joining instructions, how you will resolve any connectivity issues and details of the platform proposed for hosting the webinars. How will you make recordings available to only those who have attended a session?

Detail how you will develop the content for the session, what source materials you will use and how you will draw on expertise from the FSA to ensure that your product meets their and their partners' needs.

Also please state the delegate numbers that can be accommodated along with the expected duration of the sessions. How would the FSA be expected to work with your Team?

Training Course and systems

This FSA's specification requires the delivery of a webinar course to support local authority (LA) implementation of the new food standards delivery model as set out in the Food Law Code of Practice issued in June 2023, the Food Standards Delivery Model.

It will be designed for the requirements and legislations applicable to England and Northern Ireland authorities.

As required by the FSA, initially one session of the course will be delivered through a webinar, using CTSI's MS Teams system. CTSI will then record a webinar - without any delegates - and after any editing, be uploaded as a recorded clean version on CTSI's Regulator's Companion, as previously delivered in four courses for FSA England in 2023.

Draft course structure

Introduction

The introduction will outline the objectives of the course and introduce the trainer.

It will also introduce the delegates to the Mentimeter interactive app, used to provide interaction throughout the course and questions posed to gauge current knowledge.

Module 1- Summary of previous Code requirements & reasons for change

Summary of previous Code requirements for Food Standards Interventions and a discussion of why the requirements for Food Standards Interventions have changed.

Module 2 - Official Controls under Retained EU Regulation 2017/625

This module will discuss the requirements to carry out Official Controls including the details given in Art 9 & Art 14 of Retained EU Regulation 2017/625 (the "OCRs").

It will also discuss "remote interventions"

Break

Module 3 -Detail of the new Food Standards Risk Assessment Model and Risk Assessment Matrix

This module will detail the requirements of the amendments to the Code for Food Standards Interventions and the "Risk Matrix"

It will include the initial assessments of new food premises, including the use of information and intelligence used in those assessments.

It will also include a worked example to demonstrate use of the risk assessment criteria and the calculation of the intervention period.

Module 5 - Scenarios

This module will introduce a number of scenarios and delegates will then use the risk assessment model to arrive at an intervention interval

Q&A, Close

Include retaking Menti questions posed to gauge knowledge.

Webinar platform

CTSI will use its Microsoft Teams system - with audio conferencing capability - to deliver this training courses to regulatory services officers in LA and PHA and Northern Ireland, as used in previous webinar courses for FSA England and other government agencies such as OPSS and IPO.

Webinar training sessions



The training courses sessions and interactive sessions will be delivered by CTSI trainers. Delegates will be able to ask questions throughout the course such as using the chat function, raising hand, while there will be question and ask session.

Online Hosting portal

CTSI is providing its Regulators' Companion online portal.

<https://www.regulatorscompanion.info/>

This portal was developed, designed, and is hosted by CTSI for regulatory services officers including trading standards (TS), environmental health (EH) and Port Health Authorities (PHA) as a training and resource across all four nations, and free for all public authorities and agencies with users having a .gov.uk email address.

This portal was extended in 2022 for Food and Feed Standards with another FSA contracts, and this course and materials will be added to this "library". It provided access for course delegates from previous webinar for:

- recorded clean version
- online test held - based on the clean version recording, which delegates can take and with online marking
- on successful passing of the test, a CTSI CPPD certificate was attainment awarded.
- course materials held for delegates to access for refresh and review, and/ or for printing.

Development and delivery of online instructor-led webinar

CTSI course delivery expertise on subject matters

The Chartered Trading Standards Institute (CTSI) is the professional national membership body for trading standards professionals.

CTSI develops, manage, administer and is the UK awarding body for the national qualifications for trading standards, from students, new-to-role and experienced professionals in CTSI Professional Competency Framework (CPCF). CTSI, through providing the education and training delivery for all roles, enables learners to gain and progress their qualifications throughout their careers. The national qualifications include training of the official controls in Food, Feed and Animal Health and Welfare

As detailed in our response below in Section 2, Organisational Experiences and Expertise in this Tender Form submission, the two example projects identify CTSI as a proven established expertise in training delivery of regulatory services officers in these subject areas. These have been delivered for LA regulatory officers and Port Health Authorities officers.

CTSI can call upon in the design, develop and delivery of the courses. Additionally, CTSI is able to call upon the support of 40 CTSI's Lead Officers as recognised subject matter experts within their regulatory subject areas, including Food Feed and Animal Health and Welfare.

Training course materials

The courses materials and content will be developed and designed for authorities in England and Northern Ireland. It will provide training to support LAs and officers in the implementation of the new food standards delivery model as set out in the Food Law Code of Practice issued in June 2023 - the Food Standards Delivery Model.

CTSI understands while that FSA holds some previous historic course content, this will be a new course developed by CTSI.

If any future courses under the call-off procedure for those in England and Northern Ireland CTSI will deliver this version, and if any future requirement for Wales or Scotland, CTSI will amend the content to meet such legislation in that nation. CTSI has a proven track record in its training and qualifications for each of the 4 nations.

Course materials sign off.



All course materials will be reviewed with, and signed off by FSA. The project planning will provide for the tracking of the materials through the course development stage, reviewed if necessary and amended. The timetable will allow adequate time for any such cycles so final materials will be available for delivery of the first course session.

Intellectual property

CTSI acknowledges the intellectual property rights of the training course (materials and course session delivery) become the intellectual property of the Crown.

Marked test for webinar session attendees

CTSI will develop an online test to be held on its Regulator's Companion portal.

All course delegates will be able to take the test following completion of the live webinars. The test is designed to assess the knowledge or skills from the webinar session.

Numbers of delegates

There is no limit to the number of delegates to attend a live-webinar, although the more attendees, can restrict and limit the ability for interactive elements of the course.

From previous live webinars for FSA England and Wales, CTSI propose up to 30 delegates for each webinar so as to ensure this is interactive and as a valuable learning experience. Additionally, to the delegates, FSA Observers will be able to register and join the live webinars.

FSA envisage that initially each training session to be run once for the webinar course.

CTSI does not see a limit to the number of training session that can be run to any courses, rather based upon the FSA budget and demand take-up. Any additional course sessions will be agreed between FSA and CTSI, and set the course dates.

Course attendance CPD certificate

CTSI will issue a CTSI CPPD certificate of attendance to all delegates.

Course feedback from delegates

For each course, CTSI will conduct evaluation feedback with course delegates as requested in the specification, collate this in a report to the FSA.

CTSI can additionally, provide FSA with numbers of attendees and a tally of authorities at each course for reporting purposes.

Development and delivery of a recorded version of the training session.

Recorded clean version

CTSI will provide a recorded clean version so as to comply with data protection legislation.

It will be uploaded and held on CTSI's Regulators' Companion portal, and will be accessible for course delegates and other .gov.uk email users to access for their use on demand. Rather than having to take the whole session at one sitting.

The recorded training session will be a condensed version of the live session. Based upon CTSI's experience of having delivered many webinar training courses, and the recorded version edited, it better suits the differences by learning from just a recorded session rather than experience of the live webinar.

CTSI noted that from the specification, there is no requirement to produce or provide an online test or award CPD for learners taking the recorded clean version on Regulator's Companion.

The purpose of the recorded version provides officers to have access for reference materials, and serves for reviewing and as a refresh of the content materials.

CTSI can deliver additional live sessions if required by FSA, while the recording still allows the training to reach more officers.

Delegate access to the online hosted portal

On CTSI's Regulators' Companion, CTSI can create users, or users can self-register to access to the recorded clean version to anyone who has a .gov.uk email.

From clarification by FSA, there are 11 district councils in Northern Ireland that deliver food standards official controls. From reviewing these councils, they provide contact email addresses



with a .gov.uk suffix, and unless this changes officers would be able to access to this recorded clean version.

IT system and delegate support

Access to webinar

CTSI will use its Microsoft Teams system with audio conferencing capability to deliver webinars for training courses to regulatory services officers. The system has been used to deliver over 100 delegates at a course session.

MS Teams is a cross-platform and cross-device, with no limitations, which CTSI has used to train over 3,000 regulatory officers in one year under the OPSS Local Authority Capability in Product Safety and Metrology programme. MS Teams supports a wide range of user devices accessing the platform.

The system provides an option for users who can use their telephone to 'dial in' to the training if, for some reason such as they do not have a computer or theirs (or its audio) is not working correctly.

Delegate support

CTSI will provide a help support desk for users in accessing the webinar system. Administrator and trainer will be available for the webinar to respond to any user's technical issues and questions.

CTSI will provide a help support desk for user assistance and help in using Regulators' Companion portal which is hosting the recorded clean version.

Online hosting portal

The portal provided by CTSI is the Regulators' Companion online portal, will provide access for course delegates from the webinars for:

- edited recording of the courses
- course for delegates to access for refresh, and/ or for printing.

CTSI does not foresee any limits to the number of registered portal users, including the existing four FSA Food and Feed courses on the portal.

It is not expected to be restricted to the number of portal users for these courses, although depending on the number of concurrent users there may be bandwidth or infrastructure limitation or speed of response.

Accessing online hosting portal

CTSI's Regulators' Companion portal supports a wide range of user devices accessing the system. It is fully responsive in the design to build web pages that detect the visitor's screen size and orientation and change the layout accordingly.

Course Administration

CTSI will provide an online booking form for delegates to register and book through. CTSI's training team will manage delegate bookings; provide joining instructions; provide a support line for enquiries or additional assistance. Where required, it will send out details of the course or any materials before the course date.

Following completion of the course, CTSI will issue CPD attendance certificates electronically. We will issue course feedback for delegates to complete, which CTSI will collate responses and produce a report for FSA.

FSA working with the CTSI Team

As detailed in our response below, and in Part 3 Project Management, and in Part 4 Risk Management and Quality Management, FSA and CTSI will work collaboratively in the delivery of the project to meet FSA's quality and for a successful outcome.

CTSI will work under the guidance of FSA and using such methods as identified below.

Contract management



CTSI will appoint a contract manager as [REDACTED] In this role, provide Senior Management oversight of this contract and monitor the status of the contract, and engage with FSA management as appropriate.

Operational (contact) manager

CTSI will appoint an operational manager responsible for the day-to-day management of the development and delivery of the training in this contract. Provides a CTSI single point of contact with FSA. In this role, will also co-ordinate internally within CTSI through the management team for the provisions of the services and deliverables to the project timescales.

It is expected that FSA will appoint a contact /project manager as a peer-to-peer relationship with CTSI's operational manager, with each responsible for delivery of their own resources.

Project initiation meeting with the customer

There will be a project initiation with FSA to confirm the scope of the project and detailed requirements so as to ensure common understanding of the requirements and scope, by all parties. It will capture contact details of key team members in their roles, responsibilities and the agreed outcomes and activities.

Delivery

Whilst CTSI and FSA will provide single point of contacts for their organisations, where peer-to-peer relations are established, such as reviewing and the quality of materials, such ongoing communications will be held between those peer-to-peer contacts. This is to ensure not becoming a "bottle neck" such as to delay work, and impeding communications, while allowing delegated authority at the right levels and project tasks.

The contact managers will still manage and be responsible for all aspects of the project, and be remained up to date with project delivery, and be the authority for decision making.

It is important to establish working relationships, and as a "virtual team" and collaboratively.

Supporting the successful delivery for the high-quality training programme for local authority and port health authorities, while meeting stakeholders aims and promoting the reputation of FSA and CTSI.

Escalation

The two contact managers will work together for the success of the contract and will also act as the day-day escalation points for the project. There will be a senior manager identified as the escalation manager contact for each party, in the unlikely event a day-day issues cannot be resolved.

Review meetings and reports

Regular contact between the CTSI's project team and the FSA team will be conducted via virtual meetings and/or reports as appropriate, during which a review of deliverables against the timescales will be conducted.

CTSI and FSA will hold both scheduled review meetings and reporting, with ad-hoc reviews, as and when, required, to be complemented with emails and phone calls. The reporting periods and methods will be agreed during the project initiation stage.

2: ORGANISATIONAL EXPERIENCE AND EXPERTISE (20%)

Please answer the questions below: -

Please detail the knowledge and experience of the individuals delivering the training and in particular their qualifications and experience in delivering this type of training. A Curriculum Vitae for each trainer should be provided with this application.



form. This should include any training qualifications and any relevant food standards or other regulatory experience they may have.

Please provide two examples of a similar training that the proposed supplier has completed together with details of feedback from attendees

Trainers

[Redacted content]

Experience of delivering administration and events contracts for national associations and

[Redacted content]



Delegate support

CTSI provided a help support desk for users in accessing the webinar system. Course administrators and the trainers were available during the webinar session to respond to any user technical issues or questions.

Course evaluation delegates form

CTSI developed and issued a course evaluation feedback form for delegates to complete and submit, which CTSI collated responses and produced a report for FSA. CTSI additionally provided FSA with details of attendees and work location /authority at each course, for measuring purposes.

Recorded clean version

CTSI, following a live course, undertook another webinar with the trainers - with no delegates - and was recorded. After editing, this provided a recorded clean version so to comply with data protection legislation.

It was uploaded and held on CTSI's Regulators' Companion portal, at <https://www.regulatorscompanion.info/>, along with a bank of questions as a test which when learners passed were awarded a CPD certificate within the system._

Course CPD certificate

After the evaluation feedback form was issued to delegates and any responses received, CTSI awarded under its Continuous Personal and Development (CPPD) and issued CPD to those delegates who successfully completed the course.

Course administration

Delegates details were provided by FSA, which CTSI contacted for them to use CTSI's online booking form for delegates to register and book through.

CTSI's training administration team managed delegate bookings, provided joining instructions; sent out details of the course; and where required, issued any materials before the course date.

CTSI provided a support line to delegates for enquiries or additional assistance required.

Experience 2

CTSI Professional Competency Framework (CPCF)

The Institute manages and is the awarding body of national qualifications for trading standards professionals in the UK - CTSI Professional Competency Framework (CPCF).

Professional qualifications

CTSI develops, manage, administer and is the UK awarding body for the national qualifications for trading standards, from students, new-to-role and experienced professionals in CTSI Professional Competency Framework (CPCF). CTSI, through providing the education and training delivery for all roles, enables them to gain and progress qualifications throughout their careers.

Three of the qualifications and training within the CPCF at its Level 2 and are relevant for its expertise and experience to this contract are:

- Food Standards
- Feed
- Investigations



An overview of the Food Standards qualification is described below. Full details are available on CTSI's website at: <https://www.tradingstandards.uk/practitioners/training-development/qualifications-resources/>.

Training methods

For all our qualifications there is training for the qualifications each year and all units. Students are taught in line with the unit learning outcomes. It is also expected that students will undertake their own learning, by ensuring they are familiar with all areas shown in the unit syllabi. CPCF courses will use different learning delivery methods.

There are two classroom-based days with the trainer.

Access to an on-line LMS portal provides on-going detailed course notes, inter block assessments, plus remote interactive sessions with the trainer and other trainees.

The trainer may choose to provide, via the online LMS portal, videos or other learning materials, as they deem necessary. These additional learning materials will be provided throughout the duration of the course.

The trainer will set assessments/assignments, which will be upload on the LMS portals for marking. Additionally, this Food Standards qualification require a portfolio to be produced and submitted that also demonstrate the skills requirement for this subject.

All subjects are designated with learning hours: 200 hours (delivered by both training and self-learning hours).

Food Standards course

This subject will provide with an understanding and knowledge of the legal requirements in relation to the Official Controls of Food Standards including formal sampling, their application to food.

Students will also learn how food affects health and well-being.

Learning Outcomes:

The competence for this module is the demonstration of knowledge and understanding of:

1. The rationale behind regulatory controls and the legal framework in respect of food and food products in the UK
2. The law relating to the import, export, composition, labelling and advertising of food and food products sold for human consumption
3. The responsibilities and liabilities of food producers, manufacturers, distributors, retailers, importers, primary producers and suppliers of food and food products
4. The diligence requirements of food producers, manufacturers, distributors, retailers, importers, primary producers and suppliers of food and food products
5. A knowledge of food hygiene and microbiology in order to effectively undertake inspections at food premises and take food samples without contamination
6. The range, extent and limitations of enforcement powers under relevant legislation
7. The roles of relevant enforcement agencies and their inter-relationships with Local Authorities
8. The Food Law Code of Practice and Food Law Practice Guidance
9. Practical enforcement – interventions, investigations, issuing Improvement Notices and alternative enforcement strategies.

Delivers working knowledge of:

1. The legislative controls on contaminants in food
2. The legislative controls on additives
3. The Food Standards Act 1999
4. The legislative controls on food contact materials
5. The controls on food safety and in particular the operating standards of food businesses at the level of primary production laid down in Retained EU Regulation 853/2004 Annex I including the transport, storage and handling of primary products at



the place of production and the transport of live animals, implemented by the Food Hygiene (Scotland) Regulations the Food Hygiene (Wales) Regulations and the Food Safety and Hygiene (England) Regulations and applicable enforcement powers.

3: PROJECT MANAGEMENT (5%)

Please answer the questions below: -

Please fully describe how the project will be managed to ensure that objectives and deliverables will be achieved, highlighting any in-house or external accreditation.
Detail how you **will** work to develop and agree the product with the FSA before any first live session.
What monitoring/evaluation tools **will** be used throughout development to measure progress, and keep delivery to any agreed timeline?
How you would deal with any post course feedback from delegates during the period of the contract that required amendments to the product during the terms of the contract.

Chartered Trading Standards Institute (CTSI) operates a range of project and quality processes and procedures covering the development and delivery of our services and projects. These are designed to ensure consistency, a quality delivery and customer satisfaction - meeting or exceeding their expectation levels.

We have internal competency in project management and PRINCE methodology which incorporates quality and risk planning and management. We utilise those skills, principles and tools as appropriate for the successful delivery of each project using proven principles and project tools, rather than an external accreditation.

We will deploy the project management skills, principles and tools for this project as used for consistently and delivering successful projects of a similar nature to other central government and agencies.

The method and tools for this contract are detailed below.

Team Structure

Contract Management

CTSI will appoint a contract manager as In this role,
provide Senior Management oversight of the contract and ensure the successful delivery of the contract through the CTSI management team, and engage with FSA management as appropriate.

Operational (contact) Manager

CTSI's operational manager is responsible for the day-to-day management of the development and delivery of the training in this contract as the CTSI single point of contact with FSA. In this role, will also co-ordinate internally within CTSI through for delivery of the services and deliverables to the project timescales.

It is expected that FSA will appoint a contact /project manager as a peer-to-peer relationship with CTSI operational manager for each responsible for delivery of their own resources.

The two contact managers will work together for the success of the contract and will also act as the day-day escalation points for the project. There will be a senior manager identified as the escalation manager contact for each party, in the unlikely event a day-day issues cannot be resolved.

Project Initiation meeting with the customer



There will be a meeting with FSA to confirm the scope of the project and detailed requirements to ensure common understanding of the requirements and scope by all parties. It will capture contact details of key team members in their roles, responsibilities and the agreed outcomes.

Project plan, Timescales, and deliverables

CTSI produces a project plan with the format and methods based on the size and complexity of the project. For this contract, any methods will be agreed with FSA during project initiation and kick-off stage.

CTSI internally through our contact manager has the necessary planning for resources, activities, timescales, deliverables and any milestones. This will be managed and tracked for the project against the required quality and deliverables of the project, and if necessary, take any additional actions to ensure meeting of these plans.

Risk and contingency management

As detailed in in our submission in Part 4 Risk Management of this Tender Application Form, CTSI will manage risks and unplanned issued through our risk register and logs.

Our project risk register can be agreed and finalised with FSA at the start of the project during the project mobilisation or initiation stage.

The risk register captures potentially known risks, as well as to identify and plan for new issues that may arise during the project. The potential issue, its severity and impact, along with contingency and any risk mitigation are captured.

If any unplanned risks occurring during the contract, CTSI will work with FSA to determine the impact of the issue or setback, determine how to minimise the impact to the project, and agree the resolution activities and implement effectively with the least impact. Any mitigation activities will be undertaken in accordance with the instructions of the FSA, and as such will ensure to prevent any future such occurrences during the contract.

IT - Security and accessibility standards

Our HQ infrastructure is protected by a firewall that is managed by our second-line ICT support company who are ISO27001-accredited.

CTSI confirms that the design of its delivery platform conforms to WCAG 2.1 AA standards. In addition, the visual design takes styles, components, patterns and visual cues from the GOV.UK Design System (<https://design-system.service.gov.uk/>) which helps ensure that new users are immediately familiar with its design and layout.

Change management

Any changes requested by the customer will be scoped for impact on the project, including timescales, costs, risk assessment and impact, and a change report produced.

This will be submitted to FSA for review. Any changes commissioned by the customer will be implemented.

Some customers have its own change management processes and procedures, and in such cases, CTSI will follow those.

Project Reviews

Regular contact between the CTSI's project team and the client team will be conducted mainly virtually, or face-face meetings when required by FSA, During these review reports as appropriate, during which a review of deliverables against the timescales will be conducted. The reporting periods and methods will be agreed during the project initiation stage.

Internal monthly meetings (or more often) will take place within CTSI's for our project team to track, measure and assess the contract's position.

Budgetary management

Internal monthly meetings will be held within CTSI with the core project team members and finance support. These meetings will include review of the budgetary status and financial control.



Monthly budget reports can be provided to the customer. Any potential spend for additional unplanned activities or deliverables requested by the project will be identified and reported. This enables the client to review and determine if the spend is required and will be authorised.

Developing the course

Develop and agree the product with the FSA before any first live session

As identified in the project initiation stage, the draft structure course provided will be reviewed between FSA and CTSI technical experts to agree, amend if necessary, and confirm the course structure and any modules or sessions.

For technical experts from FSA and CTSI, where peer-to-peer relations are established for reviewing accuracy and the quality of materials - ongoing communications will be held between these peer-to-peer contacts. CTSI's manager will keep oversight and tracking of the materials development course development stage and for reviews if necessary and any amendments. The timetable will allow adequate time for any such iterations of reviews for final materials available for delivery of the first course session.

All course materials will be reviewed with, and signed off by FSA.

FSA and CTSI are responsible for making their own technical experts available within the agreed development timescales.

In the unlikely event that the experts from the two sides cannot agree on some of the materials, this will be raised through FSA and CTSI contact managers, and if necessary, escalated to senior management.

Post course amendments after live webinar

If at any time during this contract FSA identifies and requests changes to the digital course or materials following the live webinar and or/ recorded dean version, CTSI will follow the change management process as identified in **Change management section in this Part 3**.

If such amendments are commissioned, CTSI will follow the similar process detailed in the preceding section of **Develop and agree the product with the FSA before any first live session**.

: RISK MANAGEMENT, QUALITY MANAGEMENT AND DATA PROTECTION (10%)

Please answer the questions below: -

Please list all relevant risks in delivering this project on time and to budget. Briefly outline what steps will be taken to minimize these risks and how they will be managed by the project team. These may include:-

How would you manage the risk of any unexpected setbacks during the delivery of training courses? What systems and processes does your organisation have in place with regards to contingency planning? How would your organisation account for possible delays caused by unforeseen circumstances, do you have mitigating measures to address them?

Please provide details of the measures that will be taken to manage and assure the quality of work.

- You should upload your Quality Assurance policy in the supporting documents section of your application.
- Who will be the contract manager and single point of contact for the FSA to engage with.

This should include information on the quality assurance (QA) systems, which have been implemented or are planned, and should be appropriate to the work concerned.

How will validation of the final delivered training be undertaken with the local authority, Port Health and FSA staff, to ensure they fulfil the needs of end users?

Please detail any relevant codes of practice to which your organisation is a signatory, and any accreditations to quality standards currently held.

Please identify any specific data protection issues for this project and how these will be managed. Please respond to any specific issues raised in the Specification document.

- Make reference to the GDPR check list as supplied with this form, which lists essential requirements.



The project Lead Applicant will be responsible for ensuring that they and any sub-contractor who processes or handles information on behalf of the FSA are conducted securely

Risk management

CTSI's project management methodology embeds risk and contingency planning as part of project delivery. Risk management is initiated either before or during the first stage of a project and agreed with the client.

Using a risk register we can detail potential issues with proposed mitigation actions and agreed with the client. Some actions are implemented as preventative actions aimed to prevent such issues occurring. Others are contingency actions, which identify if the issue arises how we will minimise the effect and resolve it. All are designed for delivery of each contract so to minimise, and ensure, the continued delivery of this project to timescales, quality and financial management.

Our project risk register can be agreed and finalised with FSA at the start of the project during the project mobilisation or initiation stage.

The risk register is a live document and therefore can be updated during the delivery of the project to manage potentially known risks, as well as to identify and plan for any potential new issues that may arise during the project. The potential issue, its severity and impact, along with such contingency and risk mitigation plans are captured.

Any unplanned risks occurring during the contract can be managed through a contingency or risk log. CTSI will work with FSA to determine the impact of the issues or setback, determine how to minimise the impact to the project, and agree the resolution activities and implement effectively with the least impact. Any such activities will be undertaken in accordance with the instructions of the FSA. Through such log we will ensure to prevent any future such occurrences during the contract.

Risks will be monitored on an ongoing and pro-active basis.

For any project variation or change request, CTSI will evaluate and assess the impact of these to the project, along with a risk assessment and any contingency actions. Then presented to FSA for it to determine whether to commission any changes.

Details of the measures that will be taken to manage and assure the quality of work.

Quality Assurance policy

Attached in the Additional Supporting section is details of our quality assured policies and processes.

It has been uploaded in the Schedule 3 Additional Supporting Documents, with our submission for Tender Application form. **The file name is Schedule 3_4 QA_Policy.pdf.**

Contract Manager

The contract manager is [REDACTED] who provides Senior Management oversight and internal sponsor.

Operational (contact) Manager.

CTSI's operational manager will be responsible for the day-to-day management of the development and delivery of the training in this contract as the CTSI single point of contact manager with FSA.

Quality of work

The following measures are applied and taken in managing and assurance the quality of the work and outcome at all stages.

Project Initiation

- Confirm project scope, timetable and deliverables.
- Contacts, roles, and responsibilities.



- Communications channels and reporting.

Change management,

- CTSI will scope any changes required by the customer.
- CTSI determine impact to the project, including costing, resources, risks, timescales.
- Customer will determine if to commission changes.

Impact Assessment

- Undertake DPIA with FSA if required.

Hosting and System providers

- Our current external hosting and systems suppliers which CTSI appointed from their experience, credibility and the SLA.
- CTSI's online infrastructure is housed in a UK-based secure and resilient hosting environment operating to Tier 3 hosting standards. The hosting infrastructure is ISO27001 and Payment Card Industry Data Security Standard (PCI DSS).

Development for the courses

- Produce course design and structure for the new course, or for existing course review and amend course structure if needed.
- Develop course materials and delegate materials.
- Course materials reviewed CTSI.
- Reviewed with FSA.
- Acceptance sign-off by FSA.

Delivery of the live webinar courses and recorded clean version

- The live sessions will be managed and supported by CTSI in addition to the trainers in delivering the course.
- The recorded clean version is recorded without any live delegates and ensure compliancy to data protection legislation.
- It will be reviewed and edited before uploading onto Regulator's Companion.

Support

- CTSI will provide a help support desk for users in accessing the webinar system. Administrators will be available during the webinar session and along with trainers to respond to any user's technical issues and questions.
- CTSI will provide a help support desk for a user assistance and help in using Regulators' Companion portal.

Quality Assurance systems

Attached in the Additional Supporting section (along with the CTSI policy process) are some of CTSI's processes within CTSI's Quality Assured system. These were developed under our previous certified ISO 9001:2015 QMS. It has been uploaded in the Schedule 3 Additional Supporting Documents, with our submission for Tender Application form. **The file name is Schedule 3-4 QA_Process.pdf**

Additional processes will be put in place where needed, to ensure the quality delivery of this contract and comply to ISO QMS standards.

Anti-corruption

CTSI has in place adequate procedures for the prevention of bribery and corrupt practices in accordance with the Bribery Act 2010. CTSI's Staff handbook has such policies which all staff have to adhere to.

For our supply chain we require compliance with all legislation including data protection legislation and Bribery Act 2010. In CTSI's Master Contract Agreement, under the terms if they are convicted of any criminal offence, or if guilty of any fraud or dishonesty or acts in any



manner in the opinion of The Institute's Board, CTSI can terminate the contract with immediate effect.

Validation of the final delivered training be undertaken

CTSI will ensure that the training activities delivers the desired level of needs for the end users through delivering the following procedures and processes.

Development of Course Content

Each course developed, CTSI will identify experts and specialists to create tailor made content, based on the identified learning and development needs. CTSI will:

- identify specialists/experts that are suitably qualified/experienced to design materials (or use existing materials) and deliver learning & development on the agreed topics.
- work with experts and specialists to establish learning outcomes for each course and submit these to FSA for consideration and approval
- undertake course materials, review with FSA, and as agreed with FSA amend the materials for final version. FSA will have final sign-off of the materials

Delivery of Courses

Post delivery of the training courses, CTSI will offer a short assessment for the delegates to participate in. This will be provided online for delegates to take.

Evaluation and Monitoring of Courses

For each course, CTSI will undertake evaluations from delegates feedback survey forms. CTSI will collate responses and compile a report for FSA from the feedback received from delegates.

Codes of practice

Chartered Trading Standards Institute:

- Is certified with the Customer Service Excellence (CSE) award. first awarded in 2014, and subject to an annual audit. The CSE award is a stringent standard that demonstrates the organisation's commitment to identifying, understanding, and meeting the needs of its customers.
- Is certified for CyberEssentials - Certificate of Assurance for Chartered Trading Standards Institute. Annually renewed, with the latest certificate awarded on 11/01/2023.
- CTSI's online infrastructure is housed in a UK-based secure and resilient hosting environment operating to Tier 3 hosting standards. The hosting infrastructure is ISO27001 and Payment Card Industry Data Security Standard (PCI DSS) certified.
- Holds accreditation with Investors In People (IIP).

Data Protection

CTSI does not expect any specific data protection issues in the delivery of this contract as detailed in the ITT Specification, or any issues have arisen where CSTI has delivered similar contracts.

As identified in our responses in the documents of **Annex A - DP and Security.docx** and **Schedule 2 Responses.docx** and uploaded in the Schedule 3 Additional Supporting Documents, with our submission for Tender Application form, CTSI confirms:

- As a supplier, CTSI would be a data processor for FSA who is the data controller. CTSI will agree the use of the purposes and processing of personal data, and follow FSA instructions and comply with those.
- Complies with data protection legislation and will ensure that any information collected and processed on behalf of the FSA will be managed, held, handled and if needed to be transferred will be securely
- Personal data will be managed, as we do for other customers and products under its data protection and data security processes and compliance.



- Is compliant with, and trained in UK GDPR data processing obligations and will take measures appropriate for this contract
- No data is transferred outside the UK or EEA unless required by FSA.

Use of any sub-contractors

If any sub-contractors are engaged in the delivery of this contract, CTSI will be responsible for, and engage them, as a sub-processor, and would need to comply with all data protection legislation. CTSI would raise the necessary contractual documents to them

Additional supporting documents

Please note: CTSI company IT policies do not allow use of WinZip on its systems. We have used Windows 10 zip command. If not readable, we can send these uncompressed as individual files.

5. SOCIAL VALUE (10%)

Social value has a lasting impact on individuals, communities and the environment. Government has a huge opportunity and responsibility to maximise benefits effectively and comprehensively through its commercial activity. To be effective it is essential that the FSA consider social value at all stages of the procurement life cycle. In order to do this, we are applying the Government Commercial Functions social value model PPN 06/20 Procurement Policy Note - Taking account of social value in the award of government contracts. [The Social Value Quick Reference Table](#) provides a useful summary of the criteria and the reporting metrics for each of the criteria, including examples.

In order to evaluate this, we ask that you answer the following:

Theme 3 Fighting Climate Change

Using a maximum of 3000 characters describe the commitment your organisation will make to ensure that opportunities under the contract deliver the policy outcome and model award criteria MAC 4.2 Influence environmental protection and improvement

Activities that demonstrate and describe the tenderer's existing or planned:

- Understanding of how to influence staff, suppliers, customers, communities and/or any other appropriate stakeholders through the delivery of the contract to support environmental protection and improvement
- Activities to reconnect people with the environment and increase awareness of ways to protect and enhance it.

Illustrative examples:

- o Engagement to raise awareness of the benefits of the environmental opportunities identified.
- o Co-design/creation. Working collaboratively to devise and deliver solutions to support environmental objectives.
- o Training and education. Influencing behavior to reduce waste and use resources more efficiently in the performance of the contract.
- o Partnering/collaborating in engaging with the community in relation to the performance of the contract, to support environmental objectives.
- o Volunteering opportunities for the contract workforce, e.g. undertaking activities that encourage direct positive impact.

Please include:-

- Your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and



- A timed project plan and process, including how you will implement your commitment and by when and how you will monitor, measure and report on your commitments/the impact of your proposals.

- You should include but not be limited to:
- Timed action plan
- Use of metrics
- Tools/processes used to gather data
- Reporting
- Feedback and improvement
- transparency

Theme 3 Fighting Climate Change

CTSI believes in, and recognise its responsibility to provide a working environment and operate our businesses in an environmentally sensitive manner, achieving good environmental practice and operating in a sustainable manner.

Chartered Trading Standards Institute is classified as a small business under SME, and in managing and operating its business, operations and services, does not undertake any manufacturing, assembling or providing physical goods or products.

Overview of key actions, methods, ongoing improvements and monitored annually is listed below.

Supporting membership, trading standards and business

The Institute is working hard to impact positively on NetZero work with Business Education Service content and various Consumer Codes and ADR team activities aimed at ensuring businesses (by supplying compliance guides in various NetZero relevant areas) understand their obligations in these areas, that consumers can identify and access legitimate businesses (by approving codes of practice and codes bodies in these sectors).

Alongside its commitment to ensuring the trading standards profession are enabled in promoting and enforcing environmental relevant issues, the organisation has a wide range of inhouse environmental processes, including re-cycling, travel and energy practices that seek to ensure a sustainable and environmentally conscious organisation.

Office and staff working

CTSI's head office now only opens three days a week, Monday to Wednesday, and closed for the rest of the week. Thus, reducing use of energy and other natural resources through water and energy, as well as staff travel to and from work.

CTSI invested in equipment for all staff, and upgraded its IT systems, so all staff can work at home (similar working as in the office) while able to communicate internally with system and with colleagues such as use of MS Teams.

Staff do not work more than two days a week in the office, and where appropriate can otherwise work at home rather than travelling.

For all-staff meetings we operate in a hybrid method, so some staff will be in the office, others join from use of MS Teams and its breakout rooms features.

Travel and transport

Previously CTSI had leased a shared company car where staff could use for business purposes, or hire a car. CTSI did not replace the car at the end of the lease, and changed its travel policy to primarily make use of public transport where possible, or staff use their own transport and use of car sharing.

Digital materials



CTSI has reduced its use of printed materials for customer such as product sheets information and guides, its communications, training and membership communications, its TS Directory for trading standards, all of which have been transformed into digital formats and media.

Rather than sending out any postal communications, for mass communications and campaigns we make use of mass emails, electronic surveys, social media, e-newsletters and e-magazines. In this, we direct and signpost to more details such as to CTSI's websites, where they can be viewed online or downloaded as PDF or similar formats.

Supplies and consumables

We research when selecting supplies and products that do least damage to the environment, and where can be recycled. Where possible, purchase goods that are supplied and transported locally.

Customer training services

CTSI has transformed much of its training from face-to-face to deliver training remotely as live webinars, online remote live training, self-paced online training such as its Learning Management System, telephone training, recorded training such as videos.

Where face-to-face training is needed, we endeavour to make use of hybrid training.

CTSI's main training platforms include:

- MS Teams for live webinars.
- CTSI's Regulator's Companion, holding recorded webinars, for learners to take training remotely at their own pace.
- CTSI's Learning Management Systems – first implemented in 2012. Used for CTSI's qualification framework and students. Developed other training courses (including SCORM format) through LMS for our customer's own courses and customers.
- Video training held on a secure YouTube channel, where learners follow a link to access and take it.
- CTSI's customer offerings include ts e-learning college as a secure online portal.

Where customers require face-to-face training, CTSI trainers travel to the customer's premise or venue, saving numbers of traveling and reducing environmental impact, rather all delegates having to travel to CTSI's premises or venue.

Customer meetings and contract management

In delivering its customer contracts, rather than travel to the customer for meetings, unless required, we make use of video and remote systems. For project and contract management and reporting, CTSI use technology such as MS Teams for project kick-off, project reviews, contract management and project closure.

Regular contact between the CTSI's project team and the client team will be conducted mainly through MS Teams for scheduled review meetings and reporting, with ad-hoc reviews, as and when required, and complemented with emails and phone calls.

Social Corporate Responsibility

As a Corporate Social Responsibility (CSR) company policy. outlines efforts to give back to the world as it gives to us.

Within CSR policy, refers to our responsibility toward our environments. In relation to staff it encourages and requires to:

- **Promote environmental awareness.** Among employees of the policy and encourage them to work in an environmental responsible manner;
- **Staff Training and education.** Influencing behaviour to reduce waste and use resources more efficiently in the performance of work and contract including:
 - external training courses on environmental awareness and impact for all staff involved with procurement of external contractors and suppliers to effectively select the right supplier considering, amongst other social responsibility elements, the carbon footprint, recycling and waste policies



- o educating staff on the importance of recycling, setting up a recycling bin and encouraging greener thinking; switching off lights and appliances not in use, not printing documents that are not necessary to do so.

CTSI Environmental policy

CTSI's Environmental policy has been uploaded in the Schedule 3 Additional Supporting Documents, with our submission for Tender Application form. **The file name is Schedule 3_5 Environmental_Policy.pdf**

SECURITY AND INFORMATION GOVERNANCE SELF-DECLARATION

The FSA sets out its Security & Information Governance requirements in the checklist provided as part of the tender specification (OR SEPARATE SCHEDULE). The FSA expects that you can meet these requirements. If you consider any measures are not applicable to the project and/or you cannot meet any of the requirements, please annotate the checklist accordingly against each measure and indicate any mitigating/ alternative controls, as appropriate.

ADDITIONAL SUPPORTING DOCUMENTS

Please note that any additional documents in support of the on-line application should be zipped into a single file (using WinZip). These should then be uploaded to Bravo into the *Supporting Documents* section of the technical envelope. Each supporting document should be clearly marked with the following details:

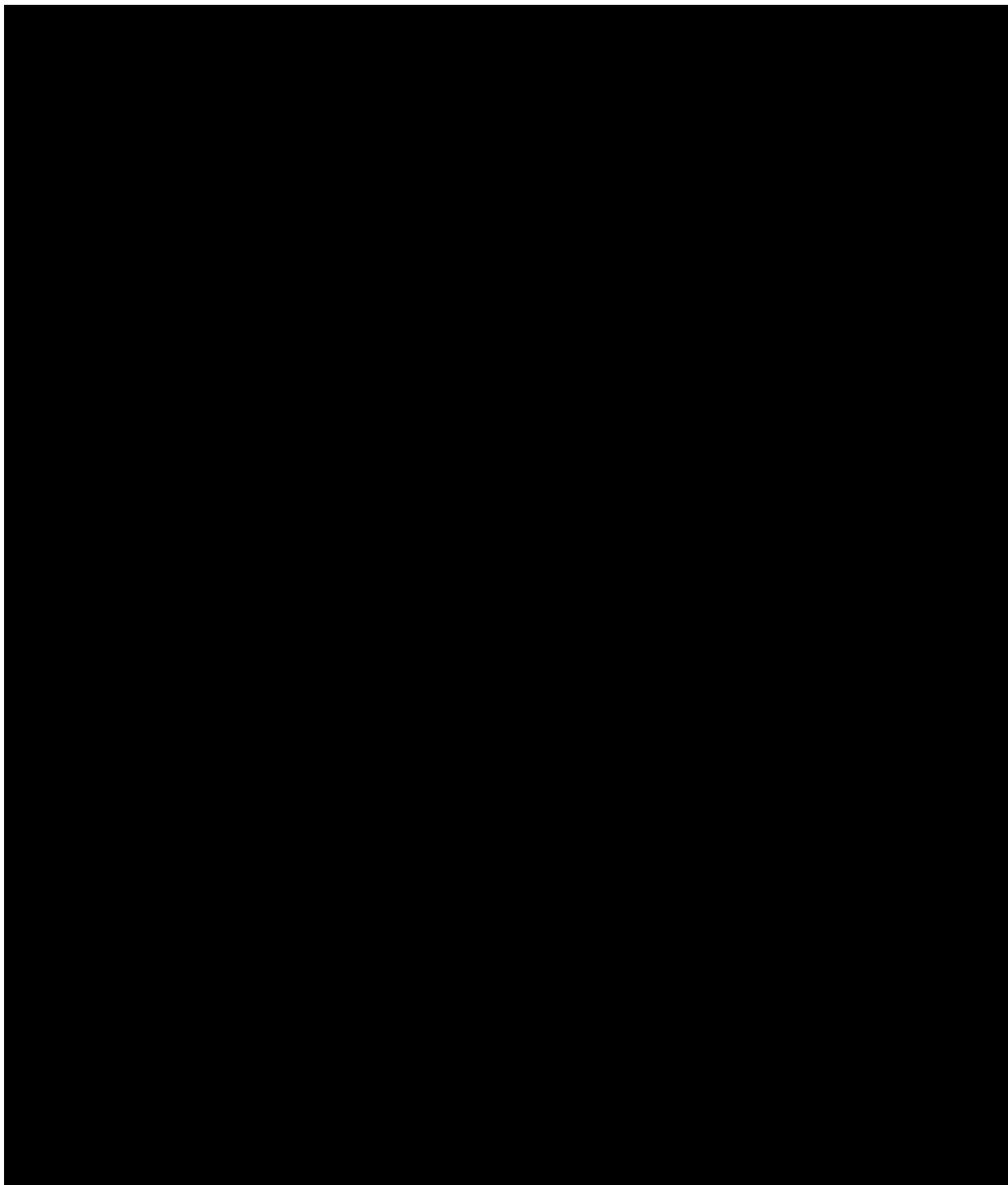
- the tender reference number,
- the tender title,
- the name of the lead applicant submitting the proposal and
- the part number and title to which the supporting evidence appertains (e.g. Part 3 Deliverables)

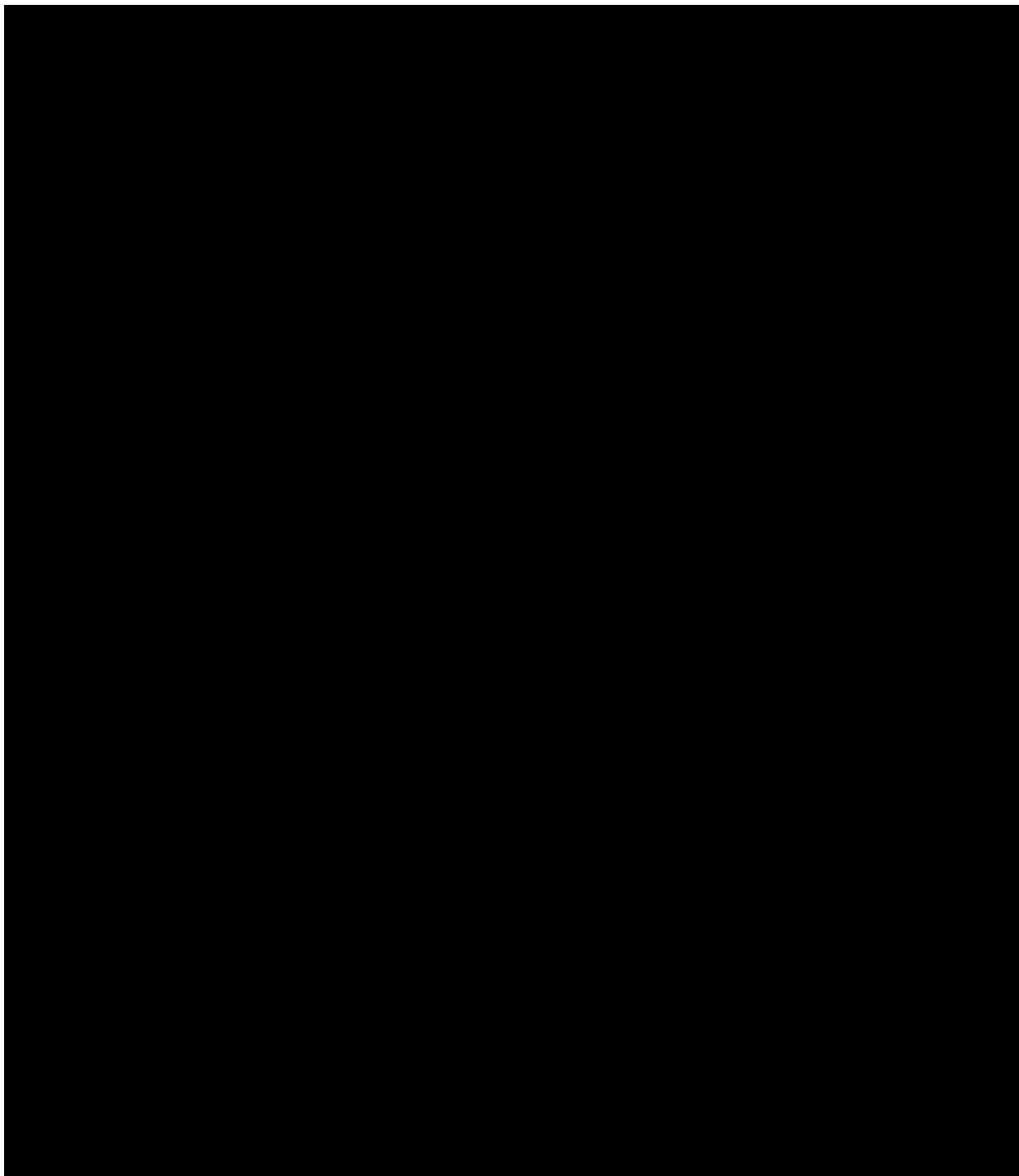
Please note: CTSI company IT policies do not allow use of WinZip on its systems. We have used Windows 10 zip command. If not readable, we can send these uncompressed as individual files.



Annex 5 – Clarification question and responses

Requests for clarification and additional information







Annex 6 – Work package Template



FS

Request for Quotation

Work Package Number:
Work Package Title:
Available Budget: £
Supplier Name:
Specification of requirements – (to be completed by FSA)
Supplier response – please provide a detailed methodology of how you will deliver the requirements



Completed by:

Date:



Date quotation accepted by FSA:

Work Package start date:

This quotation for the above-mentioned Work Package has been agreed between the Food Standards Agency and the Supplier under the terms and conditions of the call-off contract FS

Signed on behalf of the FSA

Name:

Signature:

Position:

Date:

Signed on behalf of the Supplier



Name:

Signature:

Position:

Date:



10. Intellectual Property Rights (IPRs)

- 10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable the Buyer and its sub-licensees to both:
 - (a) receive and use the Deliverables; and
 - (b) use the New IPR.
- 10.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and the New IPR for the purpose of fulfilling its obligations during the Term.
- 10.3 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 10.4 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.
- 10.5 If any claim is made against the Buyer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.
- 10.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
 - (a) obtain for the Buyer the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights; and
 - (b) replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.
- 10.7 The Supplier shall not use in the Delivery of the Deliverables any Third Party IPR unless it has notified the Buyer that the owner or an authorised licensor of the relevant Third Party IPR will grant a direct licence to the Buyer for the Third Party IPR and that licence has been granted. The Buyer, in its absolute discretion, shall have 10 Working Days following the Supplier's notification to reject the grant of the licence. If the Supplier cannot obtain for the Buyer a licence in respect of any Third Party IPR, for whatever reason, the Supplier shall:
 - (a) notify the Buyer in writing; and
 - (b) use the relevant Third Party IPR only if the Buyer has provided authorisation in writing, with reference to the acts authorised and the specific intellectual property rights involved.
- 10.8 In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Buyer and the ordering of any Deliverable under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act



1977, Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.

- 10.9 Subject to clause 10.11, the Supplier agrees that the Buyer may at its sole discretion publish under Open Licence all or part of the New IPR Items and the Supplier warrants that the New IPR Items are suitable for release under Open Licence.
- 10.10 The Supplier will supply any or all New IPR Items in a format suitable for publication under Open Licence ("**the Open Licence Publication Material**") within 30 days of written request from the Buyer ("**Buyer Open Licence Request**").
- 10.11 The Supplier may within 15 days of a Buyer Open Licence Request under clause 10.10 request in writing that the Buyer excludes all or part of:
- (a) the New IPR; or
 - (b) Supplier Existing IPR or Third Party IPR that would otherwise be included in the Open Licence Publication Material supplied to the Buyer pursuant to clause 10.10
- from Open Licence publication.
- 10.12 Any decision to approve any such request from the Supplier pursuant to clause 10.11 shall be at the Buyer's sole discretion, not to be unreasonably withheld, delayed or conditioned.
- 10.13 Subject to clause 12, the Buyer will not be liable in the event that any Supplier Existing IPR or Third Party IPR is included in the Open Licence Publication Material published by the Buyer.



VI. Short form Terms (“Conditions”)

1. Definitions used in the Contract

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

“ Affiliates ”	in relation to a body corporate, any other entity which directly or indirectly Controls (in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and “ Controlled ” shall be construed accordingly), is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
“ Audit ”	<p>the Buyer’s right to:</p> <ul style="list-style-type: none"> (a) verify the accuracy of the Charges and any other amounts payable by the Buyer under the Contract (including proposed or actual variations to them in accordance with the Contract); (b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Deliverables; (c) verify the Supplier’s and each Subcontractor’s compliance with the applicable Law; (d) identify or investigate actual or suspected breach of clauses 4 to 35, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations; (e) identify or investigate any circumstances which may impact upon the financial stability of the Supplier and/or any Subcontractors or their ability to provide the Deliverables; (f) obtain such information as is necessary to fulfil the Buyer’s obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; (g) review any books of account and the internal contract management accounts kept by the Supplier in connection with the Contract; (h) carry out the Buyer’s internal and statutory audits and to prepare, examine and/or certify the Buyer’s annual and interim reports and accounts;



	(i) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources;
"Buyer"	the person named as Buyer in the Order Form. Where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole;
"Buyer Cause"	any breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier;
"Central Government Body"	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
"Charges"	the charges for the Deliverables as specified in the Order Form;
"Claim"	any claim which it appears that the Buyer is, or may become, entitled to indemnification under this Contract;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Conditions"	means these short form terms and conditions of contract;
"Confidential Information"	all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer;



"Contract"	the contract between (i) the Buyer and (ii) the Supplier which is created by the Supplier's counter signing the Order Form and includes the cover letter (if used), Order Form, these Conditions and the Annexes;
"Controller"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Legislation"	(a) the UK GDPR, (b) the DPA 2018; (c) all applicable Law about the processing of personal data and privacy and guidance issued by the Information Commissioner and other regulatory authority; and (d) (to the extent that it applies) the EU GDPR (and in the event of conflict, the UK GDPR shall apply);
"Data Protection Liability Cap"	has the meaning given to it in row 13 of the Order Form;
"Data Protection Officer"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Date of Delivery"	that date by which the Deliverables must be Delivered to the Buyer, as specified in the Order Form;
"Deliver"	hand over of the Deliverables to the Buyer at the address and on the date specified in the Order Form, which shall include unloading and any other specific arrangements agreed in accordance with clause 4.2. "Delivered" and



	"Delivery" shall be construed accordingly;
"Deliverables"	means the Goods and/or Services to be supplied under the Contract as set out in the Order Form;
"DPA 2018"	the Data Protection Act 2018;
"EU"	the European Union;
"EU GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
"Existing IPR"	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
"Expiry Date"	the date for expiry of the Contract as set out in the Order Form;
"FOIA"	the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	<p>any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none"> (a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Party seeking to claim relief in respect of a Force Majeure Event (the "Affected Party") which prevent or materially delay the Affected Party from performing its obligations under the Contract; (b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; (c) acts of a Crown Body, local government or regulatory bodies; (d) fire, flood or any disaster; or (e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available <p>but excluding:</p> <ul style="list-style-type: none"> (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;



	<p>(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</p> <p>(iii) any failure of delay caused by a lack of funds,</p> <p>and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;</p>
"Goods"	the goods to be supplied by the Supplier to the Buyer under the Contract;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government Data"	(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's confidential information, and which: (i) are supplied to the Supplier by or on behalf of the Buyer; or (ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or (b) any Personal Data for which the Buyer is the Controller;
"Independent Controller"	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
"Information"	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"	<p>in respect of a person:</p> <p>(a) if that person is insolvent;</p> <p>(b) where that person is a company, LLP or a partnership, if an order is made or a resolution is passed for the winding up of the person (other than</p>



	<p>voluntarily for the purpose of solvent amalgamation or reconstruction);</p> <p>(c) if an administrator or administrative receiver is appointed in respect of the whole or any part of the person's assets or business;</p> <p>(d) if the person makes any composition with its creditors; or</p> <p>(e) takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction;</p>
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;
"Joint Controller Agreement"	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in <i>Part B – Joint Controller Agreement</i> of Annex 1 – <i>Processing Personal Data</i> ;
"Joint Controllers"	Where two or more Controllers jointly determine the purposes and means of processing;
"Key Staff"	any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier;
"Law"	any law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New IPR"	all and intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
"New IPR Items"	means a deliverable, document, product or other item within which New IPR subsists;
"Open Licence"	means any material that is published for use, with rights to access and modify, by any person for free, under a



	generally recognised open licence including Open Government Licence as set out at http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/ and the Open Standards Principles documented at https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles ;
"Order Form"	the order form signed by the Buyer and the Supplier printed above these Conditions;
"Party"	the Supplier or the Buyer (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Personal Data Breach"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires and includes any breach of Data Protection Legislation relevant to Personal Data processed pursuant to the Contract;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies as updated from time to time;
"Processor"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under the Contract;
"Protective Measures"	<p>technical and organisational measures which must take account of:</p> <ul style="list-style-type: none"> (a) the nature of the data to be protected; (b) harm that might result from Data Loss Event; (c) state of technological development; (d) the cost of implementing any measures; <p>including pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating</p>



	the effectiveness of the such measures adopted by it;
"Purchase Order Number" or "PO Number"	the Buyer's unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the Contract;
"Rectification Plan"	<p>the Supplier's plan (or revised plan) to rectify its material default which shall include:</p> <ul style="list-style-type: none"> (a) full details of the material default that has occurred, including a root cause analysis; (b) the actual or anticipated effect of the material default; and (c) the steps which the Supplier proposes to take to rectify the material default (if applicable) and to prevent such material default from recurring, including timescales for such steps and for the rectification of the material default (where applicable);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"Request For Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Services"	the services to be supplied by the Supplier to the Buyer under the Contract;
"Specification"	the specification for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the Order Form;
"Staff Vetting Procedures"	vetting procedures that accord with Good Industry Practice or, where applicable, the Buyer's procedures or policies for the vetting of personnel as specified in the Order Form or provided to the Supplier in writing following agreement to the same by the Supplier from time to time;
"Start Date"	the start date of the Contract set out in the Order Form;
"Sub-Contract"	<p>any contract or agreement (or proposed contract or agreement), other than the Contract, pursuant to which a third party:</p> <ul style="list-style-type: none"> (a) provides the Deliverables (or any part of them);



	<p>(b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or</p> <p>(c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</p>
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third party appointed to process Personal Data on behalf of the Processor related to the Contract;
"Supplier"	the person named as Supplier in the Order Form;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor of the Supplier engaged in the performance of the Supplier's obligations under the Contract;
"Transparency Information"	<p>In relation to Contracts with a value above the relevant threshold set out in Part 2 of the Regulations only, the content of the Contract, including any changes to this Contract agreed from time to time, as well as any information relating to the Deliverables and performance pursuant to the Contract required to be published by the Buyer to comply with its transparency obligations, including those set out in Public Procurement Policy Note 09/21 (update to legal and policy requirements to publish procurement information on Contracts Finder) (https://www.gov.uk/government/publications/ppn-0921-requirements-to-publish-on-contracts-finder) and Public Procurement Policy Note 01/17 (update to transparency principles) where applicable (https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles) except for:</p> <p>(a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and</p> <p>(b) Confidential Information;</p>
"Term"	the period from the Start Date to the Expiry Date as such period may be extended in accordance with clause 11.2 or terminated in accordance with the Contract;
"Third Party IPR"	intellectual property rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"UK GDPR"	has the meaning as set out in section 3(10) of the DPA



	2018, supplemented by section 205(4);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policynote-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and
"Working Day"	a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

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 Conditions;
- 2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 2.3 the headings in this Contract are for information only and do not affect the interpretation of the Contract;
- 2.4 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
- 2.5 the singular includes the plural and vice versa;
- 2.6 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that Law;
- 2.7 the word "including", "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation";
- 2.8 any reference which, immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to section 1A of the European Union (Withdrawal) Act 2018), is a reference to (as it has effect from time to time):
 - (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
 - (b) any EU institution or EU authority or other such EU body shall be read on and after IP Completion Day as a reference to the UK institution, authority or body to which its functions were transferred.



3. How the Contract works

- 3.1 The Order Form is an offer by the Buyer to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.
- 3.2 The Supplier is deemed to accept the offer in the Order Form when the Buyer receives a copy of the Order Form signed by the Supplier.
- 3.3 The Supplier warrants and represents that its tender (if any) 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, the tender in Annex 4 – Supplier Tender (where applicable) and the Contract; (ii) using reasonable skill and care; (iii) using Good Industry Practice; (iv) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract; (v) on the dates agreed; and (vi) that comply with all Law.
- (b) The Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to its Buyers) from Delivery against all obvious defects.

4.2 Goods clauses

- (a) All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- (b) All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
- (c) The Supplier transfers ownership of the Goods on completion of Delivery (including off-loading and stacking) or payment for those Goods, whichever is earlier.
- (d) Risk in the Goods transfers to the Buyer on Delivery, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
- (e) The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- (f) The Supplier must Deliver the Goods on the date and to the location specified in the Order Form, during the Buyer's working hours (unless otherwise specified in the Order Form).
- (g) The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- (h) All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- (i) The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.



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

4.3 **Services clauses**

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



- (i) The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

5. Pricing and payments

- 5.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the charges in the Order Form.
- 5.2 All Charges:
 - (a) exclude VAT, which is payable on provision of a valid VAT invoice; and
 - (b) include all costs and expenses connected with the supply of Deliverables.
- 5.3 The Buyer must pay the Supplier the charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the invoice or in the Order Form.
- 5.4 A Supplier invoice is only valid if it:
 - (a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer; and
 - (b) includes a detailed breakdown of Deliverables which have been delivered.
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 37.
- 5.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer if notice and reasons are provided.
- 5.7 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Buyer can publish the details of the late payment or non-payment.

6. The Buyer's obligations to the Supplier

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



7. Record keeping and reporting

- 7.1 The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form.
- 7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for 7 years after the date of expiry or termination of the Contract and in accordance with the UK GDPR or the EU GDPR as the context requires.
- 7.3 The Supplier must allow any auditor appointed by the Buyer access to its premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the Audit.
- 7.4 During an Audit, the Supplier must provide information to the auditor and reasonable co-operation at their request.
- 7.5 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a material default by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.
- 7.6 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
 - (a) tell the Buyer and give reasons;
 - (b) propose corrective action; and
 - (c) provide a deadline for completing the corrective action.
- 7.7 If the Buyer, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract then the Buyer may:
 - (a) require that the Supplier provide to the Buyer (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract and the Supplier will make changes to such plan as reasonably required by the Buyer and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer on demand; and
 - (b) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Buyer notifies).
- 7.8 If there is a material default, the Supplier must notify the Buyer within 3 Working Days of the Supplier becoming aware of the material default. The Buyer may request that the Supplier provide a Rectification Plan within 10 Working Days of the Buyer's request alongside any additional documentation that the Buyer requires. Once such Rectification Plan is agreed between the Parties (without the Buyer limiting its rights) the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.

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 in accordance with the Staff Vetting Procedures; and
 - (c) comply with all conduct requirements when on the Buyer's premises.
- 8.2 Where the Buyer decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.
- 8.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 29.1 to 29.3 .
- 8.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.
- 8.5 The Supplier indemnifies the Buyer against all claims brought by any person employed or engaged by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.
- 8.6 The Supplier shall use those persons nominated (if any) as Key Staff in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier to provide the Deliverables and shall not remove or replace any of them unless:
 - (a) requested to do so by the Buyer or the Buyer approves such removal or replacement (not to be unreasonably withheld or delayed);
 - (b) the person concerned resigns, retires or dies or is on parental or long-term sick leave; or
 - (c) the person's employment or contractual arrangement with the Supplier or any Subcontractor is terminated for material breach of contract by the employee.
- 8.7 The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a disclosure and barring service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.
- 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) all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under the Contract and the Buyer to receive the Deliverables;
 - (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 3.3 and clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 9.3 The Supplier indemnifies the Buyer against each of the following:
 - (a) wilful misconduct of the Supplier, any of its Subcontractor and/or Supplier Staff that impacts the Contract; and
 - (b) non-payment by the Supplier of any tax or National Insurance.
- 9.4 If the Supplier becomes aware of a representation or warranty made in relation to the Contract that becomes untrue or misleading, it must immediately notify the Buyer.
- 9.5 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.
- 10. Intellectual Property Rights (IPRs)**
- 10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable the Buyer and its sub-licensees to both:
 - (a) receive and use the Deliverables; and
 - (b) use the New IPR.
- 10.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and the New IPR which the Supplier reasonably requires for the purpose of fulfilling its obligations during the Term or using or exploiting the New IPR developed under the Contract.
- 10.3 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 10.4 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.
- 10.5 If any claim is made against the Buyer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.
- 10.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:



- (a) obtain for the Buyer the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights; and
 - (b) replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.
- 10.7 The Supplier shall not use in the Delivery of the Deliverables any Third Party IPR unless it has notified the Buyer that the owner or an authorised licensor of the relevant Third Party IPR will grant a direct licence to the Buyer for the Third Party IPR and that licence has been granted. The Buyer, in its absolute discretion, shall have 10 Working Days following the Supplier's notification to reject the grant of the licence. If the Supplier cannot obtain for the Buyer a licence in respect of any Third Party IPR, for whatever reason, the Supplier shall:
 - (a) notify the Buyer in writing; and
 - (b) use the relevant Third Party IPR only if the Buyer has provided authorisation in writing, with reference to the acts authorised and the specific intellectual property rights involved.
- 10.8 In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Buyer and the ordering of any Deliverable under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.
- 11. Ending the contract**
- 11.1 The Contract takes effect on the Start Date and ends on the earlier of the Expiry Date or termination of the Contract, or earlier if required by Law.
- 11.2 The Buyer can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.
- 11.3 **Ending the Contract without a reason**
 The Buyer has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice, and if it's terminated clause 11.5(a)(ii) to 11.5(a)(viii) applies.
- 11.4 **When the Buyer can end the Contract**
 - (a) If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:
 - (i) there's a Supplier Insolvency Event;
 - (ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
 - (iii) the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;



- (iv) there's a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Buyer in writing;
 - (v) the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;
 - (vi) the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them; or
 - (vii) the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables.
- (b) The Buyer also has the right to terminate the Contract in accordance with clauses 7.7(b), 21.3, 29.4(b), 34.3 and Paragraph 8 of *Part B – Joint Controller Agreement* of Annex 1 – *Processing Personal Data* (if used).
- (c) If any of the events in 73(1) (a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate the Contract and clause 11.5(a)(ii) to 11.5(a)(viii) applies.

11.5 What happens if the Contract ends (Buyer termination)

- (a) Where the Buyer terminates the Contract under clause 11.4(a), 7.7(b), 29.4(b), or Paragraph 8 of *Part B – Joint Controller Agreement* of Annex 1 – *Processing Personal Data* (if used), all of the following apply:
- (i) the Supplier is responsible for the Buyer's reasonable costs of procuring replacement Deliverables for the rest of the term of the Contract;
 - (ii) the Buyer's payment obligations under the terminated Contract stop immediately;
 - (iii) accumulated rights of the Parties are not affected;
 - (iv) the Supplier must promptly delete or return the Government Data except where required to retain copies by Law;
 - (v) the Supplier must promptly return any of the Buyer's property provided under the Contract;
 - (vi) the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement;
 - (vii) the Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry; and
 - (viii) the following clauses survive the termination of the Contract: 4.2(j), 7, 8.5, 10, 12, 14, 15, 16, 19, 20, 37 and 38 and any clauses which are expressly or by implication intended to continue.

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



- (a) The Supplier can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.
- (b) Where the Buyer terminates the Contract in accordance with clause 11.3 or the Supplier terminates the Contract under clause 11.6(a) or 24.4:
 - (i) the Buyer must promptly pay all outstanding charges incurred by the Supplier;
 - (ii) the Buyer must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated; and
 - (iii) clauses 11.5(a)(ii) to 11.5(a)(viii) apply.
- (c) The Supplier also has the right to terminate the Contract in accordance with Clauses 21.3 and 24.4.

11.7 Partially ending and suspending the Contract

- (a) Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.
- (b) The Buyer can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.
- (c) The Parties must agree (in accordance with clause 26) any necessary variation required by clause 11.7, but the Supplier may not either:
 - (i) reject the variation; or
 - (ii) increase the Charges, except where the right to partial termination is under clause 11.3.
- (d) The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

12. How much you can be held responsible for

- 12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 125% of the Charges paid or payable to the Supplier.
- 12.2 No Party is liable to the other for:
 - (a) any indirect losses; and/or
 - (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; or
 - (c) any liability that cannot be excluded or limited by Law.
- 12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 8.5, 9.3(b), 10.5, or 33.2(b).
- 12.5 Notwithstanding clause 12.1, but subject to clauses 12.1 and 12.3, the Supplier's total aggregate liability under clause 14.7(e) shall not exceed the Data Protection Liability Cap.
- 12.6 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.
- 12.7 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 and procure that its Subcontractors comply with the Supplier Code of Conduct:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf as such Code of Conduct may be updated from time to time, and such other sustainability requirements as set out in the Order Form;
 - (b) comply with the provisions of the Official Secrets Acts 1911 to 1989 and section 182 of the Finance Act 1989;
 - (c) support the Buyer in fulfilling its Public Sector Equality duty under section 149 of the Equality Act 2010;
 - (d) comply with the model contract terms contained in Example 1 of Annex C of the guidance to PPN 05/19 (Tackling Modern Slavery in Government Supply Chains) shall apply to the Contract, as such clauses may be amended or updated from time to time; and
 - (e) meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:
<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>.
- 13.2 The Supplier indemnifies the Buyer against any costs resulting from any default by the Supplier relating to any applicable Law to do with the Contract.
- 13.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, clause 13.1 and clauses 28 to 35.
- 14. Data Protection**
- 14.1 The Supplier must not remove any ownership or security notices in or relating to the Government Data.



- 14.2 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.
- 14.3 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified in writing by the Buyer (where any such requirements have been provided).
- 14.4 If at any time the Supplier suspects or has reason to believe that the Government Data is corrupted, lost or sufficiently degraded, then the Supplier must immediately notify the Buyer and suggest remedial action.
- 14.5 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:
- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
 - (b) restore the Government Data itself or using a third party.
- 14.6 The Supplier must pay each Party's reasonable costs of complying with clause 14.5 unless the Buyer is at fault.
- 14.7 The Supplier:
- (a) must provide the Buyer with all Government Data in an agreed open format within 10 Working Days of a written request;
 - (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - (c) must securely destroy all storage media that has held Government Data at the end of life of that media using Good Industry Practice;
 - (d) securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it; and
 - (e) indemnifies the Buyer against any and all losses incurred if the Supplier breaches clause 14 or any Data Protection Legislation.
- 14.8 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under the Contract dictates the status of each party under the DPA 2018. A Party may act as:
- (a) "Controller" in respect of the other Party who is "Processor";
 - (b) "Processor" in respect of the other Party who is "Controller";
 - (c) "Joint Controller" with the other Party;
 - (d) "Independent Controller" of the Personal Data where the other Party is also "Controller",
- in respect of certain Personal Data under the Contract and shall specify in Part A - *Authorised Processing Template* of Annex 1 – *Processing Personal Data* which scenario they think shall apply in each situation.



14.9 Where one Party is Controller and the other Party its Processor

- (a) Where a Party is a Processor, it must only process Personal Data if authorised to do so in Part A - *Authorised Processing Template* of Annex 1 – *Processing Personal Data* by the Controller. Any further written instructions relating to the processing of Personal Data are incorporated into Part A - *Authorised Processing Template* of Annex 1 – *Processing Personal Data*.
- (b) The Processor must give all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment before starting any processing, including:
 - (i) a systematic description of the expected processing and its purpose;
 - (ii) the necessity and proportionality of the processing operations;
 - (iii) the risks to the rights and freedoms of Data Subjects; and
 - (iv) the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.
- (c) The Processor must notify the Controller immediately if it thinks the Controller's instructions breach the Data Protection Legislation.
- (d) The Processor must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Controller.
- (e) If lawful to notify the Controller, the Processor must promptly notify the Controller if the Processor is otherwise required to process Personal Data by Law before processing it.
- (f) The Processor must use all reasonable endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Processor's duties under this clause 14;
 - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (iii) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise allowed by the Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data.
- (g) Where the Personal Data is subject to UK GDPR, the Processor must not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the transfer is in accordance with Article 45 of the UK GDPR (or section 73 of DPA 2018); or
 - (ii) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) as determined by the Controller which



could include relevant parties entering into the International Data Transfer Agreement (the "**IDTA**"), or International Data Transfer Agreement Addendum to the European Commission's SCCs (the "**Addendum**"), as published by the Information Commissioner's Office from time to time as well as any additional measures determined by the Controller;

- (iii) the Data Subject has enforceable rights and effective legal remedies when transferred;
 - (iv) the Processor meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (v) the Processor complies with the Controller's reasonable prior instructions about the processing of the Personal Data.
- (h) Where the Personal Data is subject to EU GDPR, the Processor must not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
- (i) the transfer is in accordance with Article 45 of the EU GDPR; or
 - (i) the Controller or Processor has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by the Controller which could include relevant parties entering into Standard Contractual Clauses in the European Commission's decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time as well as any additional measures determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the EU GDPR by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data.
 - (j) The Processor must notify the Controller immediately if it:
 - (i) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (ii) receives a request to rectify, block or erase any Personal Data;
 - (iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (iv) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;



- (v) receives a request from any third Party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law; and
 - (vi) becomes aware of a Data Loss Event.
- (k) Any requirement to notify under clause (j) includes the provision of further information to the Controller in stages as details become available.
 - (i) The Processor must promptly provide the Controller with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause (j). This includes giving the Controller:
 - (ii) full details and copies of the complaint, communication or request;
 - (iii) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
 - (iv) any Personal Data it holds in relation to a Data Subject on request;
 - (v) assistance that it requests following any Data Loss Event; and
 - (vi) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office or any other regulatory authority.
- (l) The Processor must maintain full, accurate records and information to show it complies with this clause 14. This requirement does not apply where the Processor employs fewer than 250 staff, unless either the Controller determines that the processing:
 - (i) is not occasional;
 - (ii) includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (iii) is likely to result in a risk to the rights and freedoms of Data Subjects.
- (m) The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- (n) Before allowing any Subprocessor to process any Personal Data, the Processor must:
 - (i) notify the Controller in writing of the intended Subprocessor and processing;
 - (ii) obtain the written consent of the Controller;
 - (iii) enter into a written contract with the Subprocessor so that this clause 14 applies to the Subprocessor; and
 - (iv) provide the Controller with any information about the Subprocessor that the Controller reasonably requires.
- (o) The Processor remains fully liable for all acts or omissions of any Subprocessor.



- (p) At any time the Buyer can, with 30 Working Days' notice to the Supplier, change this clause 14 to replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- (q) The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office or any other regulatory authority.

14.10 **Joint Controllers of Personal Data**

In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in *Part B – Joint Controller Agreement of Annex 1 – Processing Personal Data*.

14.11 **Independent Controllers of Personal Data**

In the event that the Parties are Independent Controllers in respect of Personal Data under the Contract, the terms set out in *Part C – Independent Controllers of Annex 1 – Processing Personal Data* shall apply to this Contract.

15. **What you must keep confidential**

15.1 Each Party must:

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

15.2 In spite of clause 15.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:

- (a) where disclosure is required by applicable Law, a regulatory body or 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) on a confidential basis, 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; and



- (h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 15.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.
- 15.4 The Buyer may disclose Confidential Information in any of the following cases:
 - (a) on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
 - (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
 - (c) if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - (d) where requested by Parliament; and
 - (e) under clauses 5.7 and 16.
- 15.5 For the purposes of clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 15.
- 15.6 Transparency Information, and Information which is exempt from disclosure by clause 16 is not Confidential Information.
- 15.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Buyer and must take all reasonable endeavours to ensure that Supplier Staff do not either.
- 16. When you can share information**
- 16.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.
- 16.2 In accordance with a reasonable timetable and in any event within 5 Working Days of a request from the Buyer, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
 - (a) comply with any FOIA request;
 - (b) comply with any Environmental Information Regulations ("EIR") request;
 - (c) if the Contract has a value over the relevant threshold in Part 2 of the Regulations, comply with any of its obligations in relation to publishing Transparency Information.
- 16.3 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a Request For Information and may talk to the Supplier to help it decide whether to publish information under clause 16. However,



the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion.

17. Insurance

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

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

20. Other people's rights in the contract

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

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; and
- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

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

21.3 Either Party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

21.4 Where a Party terminates under clause 21.3:

- (a) each Party must cover its own losses; and
- (b) clause 11.5(a)(ii) to 11.5(a)(viii) 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, novate or in any other way dispose of the Contract or any part of it without the Buyer's written consent.
- 24.2 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.
- 24.3 When the Buyer uses its rights under clause 24.2 the Supplier must enter into a novation agreement in the form that the Buyer specifies.
- 24.4 The Supplier can terminate the Contract novated under clause 24.2 to a private sector body that is experiencing an Insolvency Event.
- 24.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

25. Supply Chain

- 25.1 The Supplier cannot sub-contract the Contract or any part of it without the Buyer's prior written consent. The Supplier shall provide the Buyer with the name of any Subcontractor the Supplier proposes to engage for the purposes of the Contract. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. If the Buyer does not communicate a decision to the Supplier within 10 Working Days of the request for consent then its consent will be deemed to have been given. The Buyer may reasonably withhold its consent to the appointment of a Subcontractor if it considers that:
 - (a) the appointment of a proposed Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - (b) the proposed Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - (c) the proposed Subcontractor employs unfit persons.
- 25.2 If the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of all such Subcontractors at all levels of the supply chain including:
 - (a) their name;
 - (b) the scope of their appointment; and
 - (c) the duration of their appointment.
- 25.3 The Supplier must exercise due skill and care when it selects and appoints Subcontractors.
- 25.4 The Supplier will ensure that all Sub-Contracts in the Supplier's supply chain entered into after the Start Date wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract contain provisions that:



- (a) allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
 - (b) require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
 - (c) allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.
- 25.5 The Supplier will take reasonable endeavours to ensure that all Sub-Contracts in the Supplier's supply chain entered into before the Start Date but made wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract contain provisions that:
- (a) allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
 - (b) require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
 - (c) allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.
- 25.6 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:
- (a) there is a change of control within the meaning of Section 450 of the Corporation Tax Act 2010 of a Subcontractor which isn't pre-approved by the Buyer in writing;
 - (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 11.4;
 - (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer;
 - (d) the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; and/or
 - (e) the Buyer has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Regulations.
- 25.7 The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.
- 26. Changing the contract**
- Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. The Buyer is not required to accept a variation request made by the Supplier.
- 27. How to communicate about the contract**
- 27.1 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 at 9am on the first Working Day after sending unless an error message is received.

- 27.2 Notices to the Buyer or Supplier must be sent to their address or email address in the Order Form.
- 27.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

28. Dealing with claims

- 28.1 If the Buyer becomes aware of any Claim, the Buyer must:
- (a) notify the Supplier as soon as reasonably practical becoming aware of a Claim;
 - (b) at the Supplier's cost, allow the Supplier to conduct all negotiations and proceedings to do with a Claim;
 - (c) at the Supplier's cost, give the Supplier reasonable assistance with the Claim if requested; and
 - (d) not make admissions about the Claim without the prior written consent of the Supplier which cannot be unreasonably withheld or delayed.
- 28.2 The Supplier must:
- (a) consider and defend the Claim diligently and in a way that does not damage the Buyer's reputation; and
 - (b) not settle or compromise any Claim without the Buyer's prior written consent which it must not unreasonably withhold or delay.

29. Preventing fraud, bribery and corruption

- 29.1 The Supplier shall not:
- (a) commit any criminal offence referred to in 57(1) and 57(2) of the Regulations; or
 - (b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Buyer or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.
- 29.2 The Supplier shall take all reasonable endeavours (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with Good Industry Practice, to prevent any matters referred to in clause 29.1 and any fraud by the Supplier Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify the Buyer immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.
- 29.3 If the Supplier notifies the Buyer as required by clause 29.2, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.



- 29.4 If the Supplier or the Supplier Staff engages in conduct prohibited by clause 29.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:
- (a) require the Supplier to remove any Supplier Staff from providing the Deliverables if their acts or omissions have caused the default; and
 - (b) immediately terminate the Contract.
- 30. Equality, diversity and human rights**
- 30.1 The Supplier must follow all applicable employment and equality Law when they perform their obligations under the Contract, including:
- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
 - (b) any other requirements and instructions which the Buyer reasonably imposes related to equality Law.
- 30.2 The Supplier must use all reasonable endeavours, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.
- 31. Health and safety**
- 31.1 The Supplier must perform its obligations meeting the requirements of:
- (a) all applicable Law regarding health and safety; and
 - (b) the Buyer's current health and safety policy while at the Buyer's premises, as provided to the Supplier.
- 31.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer premises that relate to the performance of the Contract.
- 32. Environment and sustainability**
- 32.1 In performing its obligations under the Contract, the Supplier shall, to the reasonable satisfaction of the Buyer:
- (a) meet, in all material respects, the requirements of all applicable Laws regarding the environment; and
 - (b) comply with its obligations under the Buyer's current environmental policy, which the Buyer must provide.
- 32.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's environmental policy.
- 33. Tax**
- 33.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.



- 33.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the 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; and
 - (b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 33.3 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 requirements that:
- (a) the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 33.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
 - (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
 - (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with clause 33.2 or confirms that the Worker is not complying with those requirements; and
 - (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.
- 34. Conflict of interest**
- 34.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual, potential or perceived Conflict of Interest.
- 34.2 The Supplier must promptly notify and provide details to the Buyer if an actual, potential or perceived Conflict of Interest happens or is expected to happen.
- 34.3 The Buyer will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such measures do not or will not resolve an actual or potential conflict of interest, the Buyer may terminate the Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest and clauses 11.5(a)(ii) to 11.5(a)(viii) shall apply.
- 35. Reporting a breach of the contract**
- 35.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of Law, clause 13.1, or clauses 28 to 34.



35.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 35.1 to the Buyer or a Prescribed Person.

36. Further Assurances

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

37. Resolving disputes

37.1 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 by commercial negotiation.

37.2 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 37.3 to 37.5.

37.3 Unless the Buyer refers the dispute to arbitration using clause 37.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

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

37.4 The Supplier agrees that the Buyer has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

37.5 The Buyer has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 37.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 37.4.

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

38. Which law applies

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