



Ministry
of Justice

May 2024

A Contract for Services:

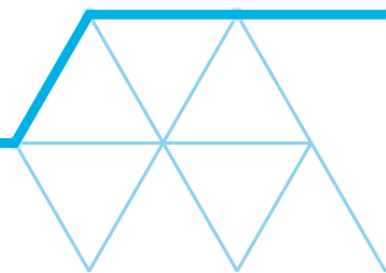
Provision of Support and Maintenance Services for Access to
Digital Evidence (A2DE)

Between

The Secretary of State for Justice

And

Core Systems (NI)



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This contract is dated:01/05/2024.

PARTIES:

(1) THE SECRETARY OF STATE FOR JUSTICE of (REDACTED) (the “**Authority**”);

AND

(2) Core Systems NI (REDACTED) (the “**Supplier**”)

(each a “**Party**” and together the “**Parties**”).

WHEREAS

The Authority wishes to appoint the supplier to provide updates to hardware and support services for Access to Digital Evidence (A2DE) equipment at the HMPPS Belmarsh site.

NOW IT IS HEREBY AGREED:

A GENERAL

1) Definitions and Interpretation

Unless the context otherwise requires the following terms shall have the meanings given to them below:

“**Affected Party**” means the Party seeking to claim relief in respect of a Force Majeure Event.

“**Affiliate**” means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time.

“**Approval**” and “**Approved**” means the prior written consent of the Authority.

“**Associated Person**” means as it is defined in section 44(4) of the Criminal Finances Act 2017.

“**Authorised Representative**” means the Authority representative named in a CCN who is authorised to approve Changes.

“**Authority Data**” means:

- (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, and which are: (i) supplied to the Supplier by or on behalf of the Authority; or (ii) which the Supplier is required to generate, process, store or transmit pursuant to the Contract; or

(b) any Personal Data for which the Authority is the Data Controller.

“Authority Premises” means any premises owned, occupied or controlled by the Authority or any other Crown Body which are made available for use by the Supplier or its Sub-Contractors for delivery of the Goods.

“Authority Software” means software which is owned by or licensed to the Authority (other than under or pursuant to the Contract) and which is or will be used by the Supplier for the purposes of providing the Goods.

“Authority System” means the Authority’s computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or the Supplier in connection with the Contract which is owned by or licensed to the Authority by a third party and which interfaces with the Supplier System or which is necessary for the Authority to receive the Goods.

“Baseline Security Requirements” means the security requirements in Annexe 1 of Schedule 6.

“BPSS” means the Government’s Baseline Personnel Security Standard for Government employees.

“Breach of Security” means an occurrence of:

- (a) any unauthorised access to or use of the ICT Environment and/or any Information Assets and/or Authority Data (including Confidential Information) in connection with the Contract;
- (b) the loss (physical or otherwise) and/or unauthorised disclosure of any Information Assets and/or Authority Data (including Confidential Information) in connection with the Contract, including copies; and/or
- (c) any part of the Supplier System ceasing to be compliant with the Certification Requirements

“BS 8555” means the standard published to help organisations improve their environmental performance by the British Standards Institution.

“CCN” means a contract change notice in the form set out in Schedule 3.

“Certification Requirements” means the requirements described in paragraph 5.1 of Schedule 6.

“CESG” means the Government’s Communications Electronics Security Group.

“Change” means a change in the Specification, the Price or any of the terms or conditions of the Contract.

“Change in Law” means any change in Law which affects the Goods or the delivery of the Goods which comes into force after the Commencement Date.

“Commencement Date” means the date specified in clause A5.1.

“Commercially Sensitive Information” means the information listed in Schedule 4 comprising the information of a commercially sensitive nature relating to:

1. the Price; and/or
2. the Supplier's business and investment plans

which the Supplier has informed the Authority would cause the Supplier significant commercial disadvantage or material financial loss if it was disclosed.

"Comparable Supply" means the supply of goods to another customer of the Supplier which are the same or similar to any of the Goods.

"Confidential Information" means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of either Party and all Personal Data. Confidential Information shall not include information which:

was public knowledge at the time of disclosure otherwise than by breach of clause E3;

was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;

is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or

is independently developed without access to the Confidential Information.

"Contract" means these terms and conditions, the attached Schedules, terms implied by law that are not excluded by this contract and any other provisions the Parties expressly agree are included.

"Contracting Authority" means any contracting authority (other than the Authority) as defined in regulation 3 of the Regulations.

"Contracts Finder" means the Government's portal for public sector procurement opportunities.

"Control" means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and **"Controls"** and **"Controlled"** are interpreted accordingly.

"Copyright" means as it is defined in s.1 of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

"Crown" means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments, government offices and government agencies and **"Crown Body"** is an emanation of the foregoing.

"Database Rights" means as rights in databases are defined in s.3A of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

“Default” means any breach of the obligations or warranties of the relevant Party (including abandonment of the Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party or the Staff in connection with the subject-matter of the Contract and in respect of which such Party is liable to the other.

“DOTAS” means the Disclosure of Tax Avoidance Schemes rules which require a promotor of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act and as extended to NICs by the National Insurance (Application of Part 7 of the Finance Act 2004) regulations 2012, SI 2012/1868 made under section 132A of the Social Security Administration Act 1992.

“EIR” means the Environmental Information Regulations 2004 (SI 2004/3391) and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

“End Date” means the date specified in clause A5.1.

“Equipment” means the Supplier’s equipment, consumables, plant, materials and such other items supplied and used by the Supplier in the delivery of the Goods.

“Exit Day” means as it is defined in the European Union (Withdrawal) Act 2018.

“Extension” means as defined in clause A5.2.

“Financial Year” means the period from 1st April each year to the 31st March the following year.

“FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

“Force Majeure Event” means any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, for flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Supplier or the Staff or any other failure in the Supplier’s supply chain caused by the Covid 19 pandemic or the United Kingdom’s exit from the EU.

“GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679).

“General Anti-Abuse Rule” means:

- [1] the legislation in Part 5 of the Finance Act 2013; and
- [2] any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid NICs.

“General Change in Law” means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply.

“Good Industry Practice” means standards, practices, methods and procedures conforming to the Law and 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 in a similar type of undertaking under the same or similar circumstances.

“Goods” means any goods supplied by the Supplier (or by a Sub-Contractor) under the Contract as specified in Schedule 1 including any modified or alternative goods.

“Government” means Her Majesty’s government of the United Kingdom.

“Government Buying Standards” means the standards published here:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

“Greening Government Commitments” means the Government’s policy to reduce its effects on the environment, the details of which are published here:

<https://www.gov.uk/government/collections/greening-government-commitments>

“Halifax Abuse Principle” means the principle explained in the CJEU Case C-255/02 Halifax and others.

“HMRC” means HM Revenue & Customs.

“ICT Environment” means the Authority System and the Supplier System.

“Information” has the meaning given under section 84 of the FOIA.

“Information Assets” means definable pieces of information stored in any manner which are determined by the Authority to be valuable and relevant to the Goods.

“Initial Term” means the period from the Commencement Date to the End Date.

“Intellectual Property Rights” means patents, utility models, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, plant variety rights, Know-How, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

“ISMS” means the Supplier’s information and management system and processes to manage information security as set out in paragraph 2.3 of Schedule 6.

“ISO 14001” means the family of standards related to environmental management published by the International Organisation for Standardisation.

“IT Health Check” means penetration testing of systems under the Supplier’s control on which Information Assets and/or Authority Data are held which are carried out by third parties in accordance with the CHECK scheme operated by CESG or to an equivalent standard.

“ITEPA” means the Income Tax (Earnings and Pensions) Act 2003.

“Know-How” means all information not in the public domain held in any form (including without limitation that comprised in or derived from drawings, data formulae, patterns, specifications, notes, samples, chemical compounds, biological materials, computer software, component lists, instructions, manuals, brochures, catalogues and process descriptions and scientific approaches and methods).

“Law” means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of Section 4(1) EU Withdrawal Act 2018 as amended by EU (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply

“Losses” means losses, liabilities, damages, costs, fines and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise.

“Malicious Software” means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.

“Material Breach” means a breach (including an anticipatory breach):

- 1) which has a material effect on the benefit which the Authority would otherwise derive from a substantial or material portion of the Contract; or
- 2) of any of the obligations set out in clauses D1, D2, D3, G3, I4 or paragraph 9 of Schedule 8.

“Modern Slavery Helpline” means the point of contact for reporting suspicion, seeking help or advice and information on the subject of modern slavery available by telephone on 08000 121 700 or online at:

<https://www.modernslaveryhelpline.org/report>

“Month” means calendar month.

“MSA” means the Modern Slavery Act 2015.

“NICs” means National Insurance Contributions.

“Occasion of Tax Non-Compliance” means:

- 1 any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:
 - 2.1 a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; or
 - 2.1 the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to the Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
- 2 any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a civil penalty for fraud or evasion.

“Personal Data” means as it is defined in the GDPR.

“Premises” means the location where the Goods are to be supplied as set out in the Specification.

“Price” means the price (excluding any applicable VAT) payable to the Supplier by the Authority under the Contract, as set out in Schedule 2 for the full and proper performance by the Supplier of its obligations under the Contract.

“Prohibited Act” means:

1. to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:
 - 1.1. induce that person to perform improperly a relevant function or activity; or
 - 1.2. reward that person for improper performance of a relevant function or activity;
2. to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract;
3. an offence:
 - 3.1. under the Bribery Act 2010 (or any legislation repealed or revoked by such Act;
 - 3.2. under legislation or common law concerning fraudulent acts (including offences by the Supplier under Part 3 of the Criminal Finances Act 2017); or
 - 3.3. the defrauding, attempting to defraud or conspiring to defraud the Authority;
4. any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct has been carried out in the UK.

“Property” means the property, other than real property, issued or made available to the Supplier by the Authority in connection with the Contract.

“Purchase Order” the Authority’s order for the supply of the Goods.

“Quality Standards” means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardization or other reputable or equivalent body (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with, and as may be further detailed in Schedule 1.

“Regulations” means the Public Contract Regulations 2015 (SI 2015/102).

“Regulatory Body” means a government department and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Authority.

“Relevant Conviction” means a conviction that is relevant to the nature of the Goods or as listed by the Authority and/or relevant to the work of the Authority.

“Relevant Requirements” means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

“Relevant Tax Authority” means HMRC or, if applicable, a tax authority in the jurisdiction in which the Supplier is established.

“Replacement Supplier” means any third party supplier appointed by the Authority to supply any goods which are substantially similar to any of the Goods in substitution for any of the Goods following the expiry, termination or partial termination of the Contract.

“Request for Information” means a request for information under the FOIA or the EIR.

“Results” means any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which is:

2. prepared by or for the Supplier specifically for use in relation to the performance of its obligations under the Contract, for which the Authority has paid a separate fee for such preparation; or
3. not used.

“Security Plan” means the plan prepared by the Supplier which includes the matters set out in paragraph 3.2 of Schedule 6.

“Security Policy Framework” means the Government’s Security Policy Framework (available from the Cabinet Office’s Government Security Secretariat) as updated from time to time.

“Security Test” means a test carried out by the Supplier, the Authority or a third party to validate the ISMS and the security of all relevant processes and systems on which Information Assets and/or Authority Data are held.

“SME” means an enterprise falling within the category of micro, small and medium-sized enterprises defined by the European Commission’s Recommendation of 6 May 2003 available at:

<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2003:124:0036:0041:en:PDF>

“Specific Change in Law” means a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply.

“Specification” means the description of the Goods to be supplied under the Contract as set out in Schedule 1 including, where appropriate, the Premises and the Quality Standards.

“SSCBA” means the Social Security Contributions and Benefits Act 1992.

“Staff” means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any of its Sub-Contractors engaged in the performance of the Supplier’s obligations under the Contract.

“Sub-Contract” means a contract between two or more suppliers, at any stage of remoteness from the Authority in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract and **“Sub-Contractor”** shall be construed accordingly.

“Supplier Software” means software which is proprietary to the Supplier, including software which is or will be used by the Supplier to provide the Goods and which is set out in Schedule 5.

“Supplier System” means the information and communications technology system used by the Supplier in providing the Goods including the Software, the Equipment and related cabling (but excluding the Authority System).

“Tender” means the Supplier’s tender submitted in response to the Authority’s invitation to suppliers for offers to supply the Goods.

“Term” means the period from the Commencement Date to:

- 1 the End Date; or
- 2 following an Extension, the end date of the Extension

or such earlier date of termination or partial termination of the Contract in accordance with the Law or the Contract.

“Third Party IP Claim” has the meaning given to it in clause E1.5 (Intellectual Property Rights).

“Third Party Software” means software which is proprietary to any third party which is or will be used by the Supplier to provide the Goods including the software and which is specified as such in Schedule 5.

“Valid Invoice” means an invoice containing the information set out in clauses C1.3 or C1.4.

“VAT” means value added tax charged or regulated in accordance with the Value-Added Tax Act 1994.

“VCSE” means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

“Vulnerability Correction Plan” means a remedial plan prepared by the Supplier to address vulnerabilities identified in an IT Health Check report.

“Welsh Language Scheme” means the Authority's Welsh language scheme as amended from time to time and available at:

<http://www.justice.gov.uk/publications/corporate-reports/moj/2010/welsh-language-scheme>

“Working Day” means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

In the Contract, unless the context implies otherwise:

- A. the singular includes the plural and vice versa unless the context requires otherwise;
- B. words importing the masculine include the feminine and the neuter;
- C. reference to a clause is a reference to the whole of that clause unless stated otherwise;
- D. references to a person include natural persons, a company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or central Government body;
- E. the words “other”, “in particular”, “for example”, “including” and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words “without limitation”;
- F. headings are included for ease of reference only and shall not affect the interpretation or construction of the Contract;
- G. the Schedules form an integral part of the Contract and have effect as if set out in full in the body of the Contract. A reference to the Contract includes the Schedules;
- H. a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- I. references to the Contract are references to the Contract as amended from time to time; and
- J. any reference in the Contract which immediately before Exit Day was a reference to (as it has effect from time to time):

- I. any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area (“**EEA**”) agreement (“**EU References**”) which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- II. any EU institution or EU authority or other such EU body shall be read as a reference to the UK institution, authority or body to which its functions were transferred.

2) Authority Obligations

Save as expressly provided, the Authority’s obligations under the Contract are the Authority’s obligations in its capacity as a contracting counterparty and nothing in the Contract operates as an obligation on, or in any other way fetters or constrains, the Authority in any other capacity.

3) Supplier’s Status

- a. The Supplier is an independent contractor and nothing in the Contract creates a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party is authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the Contract.
- b. The Supplier shall not (and shall ensure that any other person engaged in relation to the Contract shall not) say or do anything that might lead another person to believe that the Supplier is acting as the agent or employee of the Authority.

4) Mistakes in Information

- a. The Supplier is responsible for the accuracy of all drawings, documentation and information supplied to the Authority by the Supplier in connection with the Goods and shall pay the Authority any extra costs occasioned by any discrepancies, errors or omissions therein.

5) Term

- 5.1. The Contract starts on (01/05/2024) (the “**Commencement Date**”) and ends on 28/04/2027) (the “**End Date**”) unless it is terminated early or extended in accordance with the Contract.

- 5.2. The Agreement shall take effect on the date specified in the Award Letter and shall expire on the Expiry Date, unless otherwise extended in accordance with clause B3.4 or terminated in accordance with the terms and conditions of the Agreement.

6. Basis of the Contract

- 6.1. In consideration of the Supplier's performance of its obligations under the Contract the Authority shall pay the Supplier the Price in accordance with clause 8.1.
- 6.2. The terms and conditions contained in the Contract apply to the exclusion of any other terms and conditions the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

7. Supply of Services

- 7.1. The Supplier shall supply the Services to the Authority for the Term subject to and in accordance with the terms and conditions of the Agreement and outlined in Schedule 2 (Specification).
- 7.2. The Supplier shall perform its obligations under the Contract:
- i. with appropriately experienced, qualified and trained personnel with all due skill, care and diligence;
 - ii. in accordance with Good Industry Practice and all applicable Laws; and
 - iii. to comply with the standards and requirements set out in the Specification.
- 7.3. The Supplier must cooperate with the Buyer and third- party suppliers in all matters connected with the delivery of the Services.

8. Charges, Payment and Recovery of Sums Due

- 8.1. In exchange for the Services, the Supplier must invoice the Buyer for the charges in the Order Form. Invoices are to be sent in PDF format by email to the address detailed in the Purchase Order form.
- 8.2. All charges:
- 8.2.1. exclude VAT, which is payable on provision of a valid VAT invoice and;

- 8.2.2. include all costs and expenses connected with the supply of Services.
- 8.3. 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.
- 8.4. A Supplier invoice is only valid if it:
 - 8.4.1. includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer; and
 - 8.4.2. includes a detailed breakdown of Deliverables which have been delivered.
- 8.5. 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 (Termination section). Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause (Resolving Disputes)
- 8.6. 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.
- 8.7. 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.

9. Buyers Obligations to the Supplier

- 9.1. If Supplier fails to comply with the Contract as a result of a Buyer Cause:
 - 9.1.1. the Buyer cannot terminate the Contract under clause 28
 - 9.1.2. the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;
 - 9.1.3. the Supplier is entitled to additional time needed to deliver the Services; and
 - 9.1.4. the Supplier cannot suspend the ongoing supply of Services
- 9.2. If Supplier fails to comply with the Contract as a result of a Buyer Cause: only applies if the Supplier:

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

10. Record Keeping and Reporting

- 10.1. The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form.
- 10.2. 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.
- 10.3. 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.
- 10.4. The Buyer or an auditor can Audit the Supplier.
- 10.5. During an Audit, the Supplier must provide information to the auditor and reasonable co-operation at their request.
- 10.6. The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a Material Breach by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.
- 10.7. If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
 - 10.7.1. tell the Buyer and give reasons;
 - 10.7.2. propose corrective action; and
 - 10.7.3. provide a deadline for completing the corrective action.
- 10.8. 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:

- 10.8.1. 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
- 10.8.2. if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for Material Breach (or on such date as the Buyer notifies) and the consequences of termination in Clause 28 shall apply.
- 10.9. If there is a Material Breach, the Supplier must notify the Buyer within 3 Working Days of the Supplier becoming aware of the Material Breach. The Buyer may request that the Supplier provide a Rectification Plan within 10 Working Days of the Buyer's request alongside any additional documentation that the Buyer requires. Once such Rectification Plan is agreed between the Parties (without the Buyer limiting its rights) the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.

11. SUPPLIER STAFF

- 11.1. The Supplier Staff involved in the performance of the Contract must:
- 11.1.1. be appropriately trained and qualified.
 - 11.1.2. be vetted in accordance with the Staff Vetting Procedures; and
 - 11.1.3. comply with all conduct requirements when on the Buyer's premises.
- 11.2. Where the Buyer demonstrates one of the Supplier's Staff isn't suitable to work on the Contract due to lack of expertise to perform the required duties, the Supplier must replace them with a suitably qualified alternative.
- 11.3. The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.
- 11.4. 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.
- 11.5. The Buyer indemnifies the Supplier against all claims brought by any person employed or engaged by the Buyer caused by an act or omission of the Buyer or any of the Buyer's employees, agents, consultants and contractors.

- 11.6. 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:
- 11.6.1. requested to do so by the Buyer as per 11.2;
 - 11.6.2. the person concerned resigns, retires or dies or is on parental or long-term sick leave; or
 - 11.6.3. the person's employment or contractual arrangement with the Supplier or any Subcontractor is terminated for material breach of contract by the employee.
- 11.7. The Supplier shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a “**Relevant Conviction**”), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a disclosure and barring service check or otherwise) is employed or engaged in the provision of any part of the Services.

12. RIGHTS AND PROTECTION

- 12.1. The Supplier warrants and represents that:
- 12.1.1. it has full capacity and authority to enter into and to perform the Contract;
 - 12.1.2. the Contract is entered into by its authorised representative;
 - 12.1.3. it is a legally valid and existing organisation incorporated in the place it was formed;
 - 12.1.4. 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;
 - 12.1.5. 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;
 - 12.1.6. it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
 - 12.1.7. it is not impacted by an Insolvency Event.

12.2. The warranties and representations in clause 23 are repeated each time the Supplier provides Deliverables under the Contract.

12.3. The Supplier indemnifies the Buyer against each of the following:

12.3.1. wilful misconduct of the Supplier, any of its Subcontractor and/or Supplier Staff that impacts the Contract; and

12.3.2. non-payment by the Supplier of any tax or National Insurance.

12.4. 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.

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

13. Staff

13.1. The Authority may, by notice to the Supplier, refuse to admit onto, or withdraw permission to remain on, the Authority's Premises:

13.1.1. any member of the Staff; or

13.1.2. any person employed or engaged by any member of the Staff whose admission or continued presence would, in the Authority's reasonable opinion, be undesirable.

13.2. The Authority shall maintain the security of the Authority's Premises in accordance with its standard security requirements, including Prison Rules 1999 Part III, the Prison (Amendment) Rules 2005, the Young Offender Institute Rules 2000 Part III and the Young Offender Institute (Amendment) Rules 2008, available to the Supplier on request. The Supplier shall comply with all security requirements of the Authority while on the Authority's Premises and ensure that all Staff comply with such requirements.

13.3. The Authority may search any persons or vehicles engaged or used by the Supplier at the Authority's Premises.

13.4. At the Authority's written request, the Supplier shall, at its own cost, provide a list of the names, addresses, national insurance numbers and immigration status of all people who may require admission to the Authority's Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Authority may reasonably request.

13.5. The Supplier shall ensure that all Staff who have access to the Authority's Premises, the Authority System or the Authority Data have been cleared in accordance with the BPSS.

13.6. The Supplier shall co-operate with any investigation relating to security carried out by the Authority or on behalf of the Authority and, at the Authority's request:

13.6.1. use reasonable endeavours to make available any Staff requested by the Authority to attend an interview for the purpose of an investigation; and

13.6.2. provide documents, records or other material in whatever form which the Authority may reasonably request, or which may be requested on the Authority's behalf, for the purposes of an investigation.

13.7. The Supplier shall comply with PSI 10/2012 as amended from time to time and available from the Authority on request.

14. Licence to Occupy

14.1. Any land or Premises made available from time to time to the Supplier by the Authority in connection with the Contract are on a non-exclusive licence basis free of charge and are used by the Supplier solely for the purpose of performing its obligations under the Contract. The Supplier has the use of such land or Premises as licensee and shall vacate the same on termination of the Contract.

14.2. The Supplier shall limit access to the land or Premises to such Staff as is necessary for it to perform its obligations under the Contract and the Supplier shall co-operate (and ensure that its Staff co-operate) with other persons working concurrently on such land or Premises as the Authority may reasonably request.

14.3. If the site requires modification to accommodate the equipment, then this is not part of the Supplier's quote and will be paid for by the Authority.

14.4. The Supplier shall (and shall ensure that any Staff on the Authority's Premises shall) observe and comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when on the Authority's Premises as determined by the Authority.

14.5. The Contract does not create a tenancy of any nature in favour of the Supplier or its Staff and no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to

the Contract, the Authority may use the Premises owned or occupied by it in any manner it sees fit.

15. Authority Data

15.1. The Supplier shall

- a. not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Supplier of its obligations under the Contract or as otherwise Approved;
- b. preserve the integrity of Authority Data and prevent the corruption or loss of Authority Data;
- c. not delete or remove any proprietary notices contained within or relating to the Authority Data; to the extent that Authority Data is held and/or processed by the Supplier, supply Authority Data to the Authority as requested by the Authority in the format specified in the Specification;
- d. ensure that any system on which the Supplier holds any Authority Data, including back-up data, is a secure system that complies with the Security Policy Framework;
- e. identify, and disclose to the Authority on request those members of Staff with access to or who are involved in handling Authority Data on request, give the Authority details of its policy for reporting, managing and recovering from information risk incidents, including losses of data, and its procedures for reducing risk;
- f. notify the Authority immediately and inform the Authority of the remedial action the Supplier proposes to take if it has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason; and
- g. comply with Schedule 6 (Information Assurance & Security)

15.2. If Authority Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, the Authority may require the Supplier (at the Supplier's cost) to restore or procure the restoration of Authority Data and the Supplier shall do so promptly.

16. Confidential Information

16.1. Except to the extent set out in this clause or if disclosure or publication is expressly allowed elsewhere in the Contract each Party shall treat all Confidential Information belonging to the other Party as confidential and shall not disclose any Confidential Information belonging to the other Party to any other person without the other Party's consent, except to such persons and to such extent as may be necessary for the performance of the Party's obligations under the Contract.

16.2. The Supplier hereby gives its consent for the Authority to publish the whole Contract (but with any information which is Confidential Information belonging to the Authority or the Contractor redacted, to the extent that an exemption can be applied) including from time-to-time agreed changes to the Contract, to the general public.

- 16.3. If required by the Authority, the Supplier shall ensure that Staff, professional advisors and consultants sign a non-disclosure agreement prior to commencing any work in connection with the Contract in a form approved by the Authority. The Supplier shall maintain a list of the non-disclosure agreements completed in accordance with this clause 19.3
- 16.4. If requested by the Authority, the Supplier shall give the Authority a copy of the list and, subsequently upon request by the Authority, copies of such of the listed non-disclosure agreements as required by the Authority. The Supplier shall ensure that Staff, professional advisors and consultants are aware of the Supplier's confidentiality obligations under the Contract.
- 16.5. The Supplier may disclose the Authority's Confidential Information only to Staff who are directly involved in supplying the Goods and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.
- 16.6. The Supplier shall not, and shall procure that the Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of the Contract.
- 16.7. Clause 16.1 shall not apply to the extent that:
- (a) such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIR;
 - (b) such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - (c) such information was obtained from a third party without obligation of confidentiality;
 - (d) such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or
 - (e) it is independently developed without access to the other Party's Confidential Information.
- 16.8. Nothing in clause 16.1 prevents the Authority disclosing any Confidential Information obtained from the Supplier:
- (a) for the purpose of the examination and certification of the Authority's accounts;
 - (b) for the purpose of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
 - (c) to Parliament and Parliamentary committees.

- (d) to any Crown Body or any Contracting Authority and the Supplier hereby acknowledges that all government departments or Contracting Authorities receiving such Confidential Information may further disclose the Confidential Information to other government departments or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or any Contracting Authority; or
 - (e) to any consultant, contractor or other person engaged by the Authority provided that in disclosing information under (insert clause) the Authority discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.
- 16.9. Nothing in Clause 16.1 prevents either Party from using any techniques, ideas or Know-How gained during the performance of its obligations under the Contract in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.
- 16.10. The Authority shall use reasonable endeavors to ensure that any government department, Contracting Authority, employee, third party or Sub-Contractor to whom the Supplier's Confidential Information is disclosed pursuant to clause 16.8 is made aware of the Authority's obligations of confidentiality.
- 16.11. If the Supplier does not comply with clauses 16.1 to 16.6 the Authority may terminate the Contract immediately on notice.
- 16.12. To ensure that no unauthorised person gains access to any Confidential Information, or any data obtained in the supply of the Goods, the Supplier shall maintain adequate security arrangements that meet the requirements of professional standards and best practice.
- 16.13. The Supplier shall:
- (a) immediately notify the Authority of any breach of security in relation to Confidential Information and all data obtained in the supply of the Goods and will keep a record of such breaches;
 - (b) use best endeavours to recover such Confidential Information or data however it may be recorded;
 - (c) co-operate with the Authority in any investigation as a result of any breach of security in relation to Confidential Information or data; and

- (d) at its own expense, alter any security systems at any time during the Term at the Authority's request if the Authority reasonably believes the Supplier has failed to comply with clause 16.12

17. Freedom of Information

- 17.1. The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIR.
- 17.2. The Supplier shall transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within 2 Working Days of receipt and shall:
 - (a) give the Authority a copy of all Information in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may specify) of the Authority's request;
 - (b) provide all necessary assistance as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIR; and
 - (c) not respond to directly to a Request for Information unless authorized to do so in writing by the Authority.
- 17.3. The Authority shall determine in its absolute discretion and notwithstanding any other provision in the Contract or any other agreement whether the Commercially Sensitive Information and any other Information is exempt from disclosure in accordance with the FOIA and/or the EIR.

18. Publicity, Branding and Media

- 18.1. The Supplier shall not:
 - (a) make any press announcements or publicise the Contract or its contents in any way;
 - (b) use the Authority's name, brand or logo in any publicity, promotion, marketing or announcement of order unless the Authority provides written approval; or
 - (c) use the name, brand or logo of any of the Authority's agencies or arms-length bodies in any publicity, promotion, marketing or announcement of orders without Approval.
- 18.2. Each Party acknowledges that nothing in the Contract either expressly or impliedly constitutes an endorsement of any products or services of the other Party (including any

Goods/Services and the ICT Environment) and each Party shall not conduct itself in such a way as to imply or express any such approval or endorsement.

- 18.3. The Supplier shall use reasonable endeavours to ensure that its Staff and professional advisors comply with clause 18.1.

19. Contract Performance

- 19.1. The Supplier shall immediately inform the Authority if any of the Goods are not being or are unable to be supplied, the reasons for non-supply, any corrective action and the date by which that action will be completed.
- 19.2. At or around 6 Months from the Commencement Date and each anniversary of the Commencement Date thereafter, the Authority may carry out a review of the performance of the Supplier (a "**Review**"). Without prejudice to the generality of the foregoing, the Authority may in respect of the period under review consider such items as (but not limited to):
- a) the Supplier's delivery of the Goods;
 - b) the Supplier's contribution to innovation in the Authority; whether the Goods provide the Authority with best value for money; consideration of any changes which may need to be made to the Goods;
 - c) a review of future requirements in relation to the Goods; and
 - d) progress against key milestones.
- 19.3. The Supplier shall provide at its own cost any assistance reasonably required by the Authority to perform Reviews including the provision of data and information.
- 19.4. The Authority may produce a report (a "**Review Report**") of the results of each Review stating any areas of exceptional performance and areas for improvement in the provision of the Goods and where there is any shortfall in any aspect of performance reviewed as against the Authority's expectations and the Supplier's obligations under the Contract.
- 19.5. The Authority shall give the Supplier a copy of the Review Report (if applicable). The Authority shall consider any Supplier comments and may produce a revised Review Report.
- 19.6. The Supplier shall, within 10 Working Days of receipt of the Review Report (revised as appropriate) provide the Authority with a plan to address resolution of any shortcomings and implementation of improvements identified by the Review Report.

- 19.7. Actions required to resolve shortcomings and implement improvements (either as a consequence of the Supplier's failure to meet its obligations under the Contract identified by the Review Report, or those which result from the Supplier's failure to meet the Authority's expectations notified to the Supplier or of which the Supplier ought reasonably to have been aware) shall be implemented at no extra cost to the Authority.

20. Remedies

- 20.1. If the Authority reasonably believes the Supplier has committed a Material Breach it may, without prejudice to its rights under clause 26 (Termination on Default), do any of the following:
- a. without terminating the Contract, procure the supply of all or part of the Goods until such time as the Supplier has demonstrated to the Authority's reasonable satisfaction that the Supplier can supply the Goods in accordance with the Specification;
 - b. without terminating the whole of the Contract, terminate the Contract in respect of some of the Goods only (whereupon a corresponding reduction in the Price shall be made) and thereafter procure a third party to supply those Goods;
 - c. withhold payments to the Supplier in such amount as the Authority reasonably deems appropriate in each particular case; and/or
 - d. terminate the Contract in accordance with clause 26.
- 20.2. Without prejudice to its right under clause C2 (Recovery of Sums Due), the Authority may charge the Supplier for any costs reasonably incurred and any reasonable administration costs in respect of the supply of any part of the Goods by a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Supplier for those Goods.
- 20.3. If the Authority reasonably believes the Supplier has failed to supply all or some of the Goods in accordance with the Contract, professional or Good Industry Practice which could reasonably be expected of a competent and suitably qualified person, or any legislative or regulatory requirement, the Authority may give the Supplier notice specifying the way in which its performance falls short of the requirements of the Contract or is otherwise unsatisfactory.
- 20.4. If the Supplier has been notified of a failure in accordance with clause 20.3 the Authority may:

- (a) direct the Supplier to identify and remedy the failure within such time as may be specified by the Authority and to apply all such additional resources as are necessary to remedy that failure at no additional charge to the Authority within the specified timescale; and/or
- (b) withhold payments to the Supplier in such amount as the Authority deems appropriate in each particular case until such failure has been remedied to the satisfaction of the Authority.

20.5. If the Supplier has been notified of a failure in accordance with clause 20.3, it shall:

- a. use all reasonable endeavours to immediately minimise the impact of such failure to the Authority and to prevent such failure from recurring; and
- b. immediately give the Authority such information as the Authority may request regarding what measures are being taken to comply with the obligations in clause 20.5 and the progress of those measures until resolved to the satisfaction of the Authority.

20.6. If, having been notified of any failure, the Supplier does not remedy it in accordance with clause 20.5 in the time specified by the Authority, the Authority may treat the continuing failure as a Material Breach and may terminate the Contract immediately on notice to the Supplier.

21. Change

21.1. After the Commencement Date, either Party may request a Change subject to the terms of this clause.

21.2. Either Party may request a Change by notifying the other Party in writing of the Change by completing the Change Request Form set out in Schedule 3. The Party requesting the Change shall give the other Party sufficient information and time to assess the extent and effect of the requested Change. If the receiving Party accepts the Change it shall confirm it in writing to the other Party.

21.3. If the Supplier is unable to accept a Change requested by the Authority or if the Parties are unable to agree a change to the Price, the Authority may:

- (a) allow the Supplier to fulfil its obligations under the Contract without the Change; or

- (b) terminate the Contract immediately except where the Supplier has already delivered all or part of the Goods or where the Supplier can show evidence of substantial work being carried out to fulfil the requirements of the Specification; and in such case the Parties shall attempt to agree upon a resolution to the matter. If a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution procedure detailed in clause 12 (Dispute Resolution).

21.4. A Change takes effect only when it is recorded in a CCN validly executed by both Parties.

21.5. The Supplier is deemed to warrant and represent that the CNN has been executed by a duly authorised representative of the Supplier in addition to the warranties and representations set out in clause 23.

21.6. Clauses 21.4 and 21.5 may be varied in an emergency if it is not practicable to obtain the Authorised Representative's approval within the time necessary to make the Change in order to address the emergency. In an emergency, Changes may be approved by a different representative of the Authority. However, the Authorised Representative may review such a Change and require a CCN to be entered into on a retrospective basis which may itself vary the emergency Change.

22. Liability, Indemnity and Insurance

22.1. Neither Party limits its liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of any obligations implied by section 2 of the Supply of Goods and Services Act 1982;
- (e) any liability to the extent it cannot be limited or excluded by Law.

22.2 Subject to clauses 22.1 and 22.5, the Supplier indemnifies the Authority fully against all claims, proceedings, demands, charges, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which may arise out of the non-performance by the Supplier of its obligations under the Contract or the presence of the Supplier or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, or any other loss which is caused directly by any act or omission of the Supplier.

22.3 Subject to clause 22.1 the Supplier's aggregate liability in respect of the Contract does not exceed the Price paid or payable for the Goods.

22.4 Subject to clause 22.1 the Authority's aggregate liability in respect of the Contract does not exceed the Price payable in the previous calendar year of the Contract.

- 22.5 The Supplier is not responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Authority or by breach by the Authority of its obligations under the Contract.
- 22.6 The Authority may recover from the Supplier the following losses incurred by the Authority to the extent they arise as a result of a Default by the Supplier:
- (a) any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
 - (b) any wasted expenditure or charges;
 - (c) the additional costs of procuring a Replacement Supplier for the remainder of the Term and or replacement deliverables which shall include any incremental costs associated with the Replacement Supplier and/or replacement deliverables above those which would have been payable under the Contract;
 - (d) any compensation or interest paid to a third party by the Authority, to the extent that this is a direct loss; and
 - (e) any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty.
- 22.7 Subject to clauses 22.1 and 22.6, neither Party is liable to the other for any:
- (a) loss of profits, turnover, business opportunities or damage to goodwill; or
 - (b) indirect, special or consequential loss.
- 22.8 Unless otherwise specified by the Authority, the Supplier shall, with effect from the Commencement Date for such period as necessary to enable the Supplier to comply with its obligations herein, take out and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the Contract including:
- (a) not used;
 - (b) cover for death or personal injury, loss of or damage to property or any other loss; and
 - (c) employer's liability insurance in respect of Staff.
- Such insurance policies shall be maintained for the duration of the Term and for a minimum of 6 years following the end of the Term.
- 22.9 The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place.

- 22.10 If the Supplier does not have and maintain the insurances required by the Contract, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
- 22.11 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract.
- 22.12 The Supplier shall not take any action or fail to take any reasonable action, or (to the extent that it is reasonably within its power) permit anything to occur in relation to the Supplier, which would entitle any insurer to refuse to pay any claim under any insurance policy in which the Supplier is an insured, a co-insured or additional insured person.

23. Warranties and Representations

23.1. The Supplier warrants and represents on the Commencement Date and for the Term that:

- A. it has full capacity and authority and all necessary consents to enter into and perform the Contract and that the Contract is executed by a duly authorised representative of the Supplier;
- B. in entering the Contract it has not committed any fraud;
- C. as at the Commencement Date, all information contained in the Tender or other offer made by the Supplier to the Authority remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract and in addition, that it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render such information to be false or misleading;
- D. no claim is being asserted and no litigation, arbitration or administrative proceeding is in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have an adverse effect on its ability to perform its obligations under the Contract;
- E. it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- F. no proceedings or other steps have been taken and not discharged (or, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue;
- G. it owns, or has obtained or is able to obtain valid licences for, all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
- H. any person engaged by the Supplier shall be engaged on terms which do not entitle them to any Intellectual Property Right in any IP Materials;

- I. in the 3 years (or period of existence if the Supplier has not been in existence for 3 years) prior to the date of the Contract:
 - i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
 - ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
 - iii) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract;
- J. it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform its obligations under the Contract; and
- K. it has notified the Authority in writing of any Occasions of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance.

23.2 The Supplier confirms that in entering into the Contract it is not relying on any statements, warranties or representations given or made (whether negligently or innocently or whether express or implied), or any acts or omissions by or on behalf of the Authority in connection with the subject matter of the Contract except those expressly set out in the Contract and the Supplier hereby waives and releases the Authority in respect thereof absolutely.

24 Tax Compliance

24.1. If, during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

- a) notify the Authority in writing of such fact within 5 Working Days of its occurrence: and
- (b) promptly give the Authority:
 - 1. details of the steps it is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors it considers relevant; and
 - 2. such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.

24.2 If the Supplier or any Staff are liable to be taxed in the UK or to pay NICs in respect of consideration received under the Contract, the Supplier shall:

- a) at all times comply with ITEPA and all other statutes and regulations relating to income tax, and SSCBA and all other statutes and regulations relating to NICs, in respect of that consideration; and

(b) indemnify the Authority against any income tax, NICs and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Goods by the Supplier or any Staff.

25 Insolvency and Change of Control

25.1 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier if the Supplier is a company and in respect of the Supplier:

- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;
- (b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);
- (c) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator;
- (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;
- (e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given;
- (f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986;
- (g) any event similar to those listed in clause 25.1 (a)-(f) occurs under the law of any other jurisdiction.

25.2 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier if the Supplier is an individual and:

- (a) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Supplier's creditors;
- (b) a petition is presented and not dismissed within 14 days or order made for the Supplier's bankruptcy;
- (c) a receiver, or similar officer is appointed over the whole or any part of the Supplier's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets;

- (d) he is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986;
- (e) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within 14 days;
- (f) he dies or is adjudged incapable of managing his affairs within the meaning of section 2 of the Mental Capacity Act 2005;
- (g) he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business; or
- (h) any event similar to those listed in clause 25.2 (a)-(g) occurs under the law of any other jurisdiction.

25.3 The Supplier shall notify the Authority immediately following a merger, take-over, change of control, change of name or status including where the Supplier undergoes a change of control within the meaning of section 1124 of the Corporation Tax Act 2010 ("**Change of Control**"). The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier within 6 Months of:

- being notified that a Change of Control has occurred; or
- where no notification has been made, the date that the Authority becomes aware of the Change of Control

but is not permitted to terminate where Approval was granted prior to the Change of Control.

25.4 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier if the Supplier is a partnership and:

- (a) a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors; or
- (b) a petition is presented for its winding up or for the making of any administration order, or an application is made for the appointment of a provisional liquidator; or
- (c) a receiver, or similar officer is appointed over the whole or any part of its assets; or
- (d) the partnership is deemed unable to pay its debts within the meaning of section 222 or 223 of the Insolvency Act 1986 as applied and modified by the Insolvent Partnerships Order 1994; or
- (e) any of the following occurs in relation to any of its partners:

- (i) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, his creditors;
 - (ii) a petition is presented for his bankruptcy; or
 - (iii) a receiver, or similar officer is appointed over the whole or any part of his assets;
- (f) any event similar to those listed in clause 25.4 (a)-(e) occurs under the law of any other jurisdiction.

25.5 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier if the Supplier is a limited liability partnership and:

- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors;
- (b) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given within Part II of the Insolvency Act 1986;
- (c) any step is taken with a view to it being determined that it be wound up (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation) within Part IV of the Insolvency Act 1986;
- (d) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator within Part IV of the Insolvency Act 1986;
- (e) a receiver, or similar officer is appointed over the whole or any part of its assets; or
- (f) it is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (g) any event similar to those listed in clause 25.5 (a)-(f) occurs under the law of any other jurisdiction.

25.6 References to the Insolvency Act 1986 in clause 25.5 (a) are references to that Act as applied under the Limited Liability Partnerships Act 2000 subordinate legislation.

26 Default

26.1 The Authority may terminate the Contract with immediate effect by notice if the Supplier commits a Default and:

- (a) the Supplier has not remedied the Default to the satisfaction of the Authority within 20 Working Days or such other period as may be specified by the Authority, after issue of a notice specifying the Default and requesting it to be remedied;

- (b) the Default is not, in the opinion of the Authority, capable of remedy; or
- (c) the Default is a Material Breach.

26.2. If the Authority fails to pay the Supplier undisputed sums of money when due, the Supplier shall give notice to the Authority of its failure to pay. If the Authority fails to pay such undisputed sums within 90 Working Days of the date of such notice, the Supplier may terminate the Contract with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Authority exercising its rights in Clause 8 or to a Force Majeure Event.

27 Termination on Notice

27.1. The Authority may terminate the Contract at any time by giving 90 days' notice to the Supplier.

28 Other Grounds

28.1. The Authority may terminate the Contract if:

- (a) the Contract has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Regulations;
- (b) the Supplier was, at the time the Contract was awarded, in one of the situations specified in regulation 57(1) of the Regulations, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure which resulted in its award of the Contract; or
- (c) the Supplier has not, in supplying the Goods, complied with its legal obligations in respect of environmental, social or labour law.

29. Consequences of Expiry or Termination

- 29.1 If the Authority terminates the Contract under clause 25.1 and makes other arrangements for the supply of the Goods the Authority may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Term.
- 29.2. If the Contract is terminated under clause 26 the Authority shall make no further payments to the Supplier (for Goods supplied by the Supplier prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority), until the Authority has established the final cost of making the other arrangements envisaged under this clause 29.
- 29.3 If the Authority terminates the Contract under clauses 27 or 28 the Authority shall make no further payments to the Supplier except for Goods supplied by the Supplier prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority.

29.4 Save as otherwise expressly provided in the Contract:

- (a) termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract prejudices the right of either Party to recover any amount outstanding at such termination or expiry; and
- (b) termination of the Contract does not affect the continuing rights, remedies or obligations of the Authority or the Supplier.

30 Disruption

- 30.1 The Supplier shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not unreasonably disrupt the operations of the Authority, its employees or any other contractor employed by the Authority.
- 30.2 The Supplier shall immediately inform the Authority of any actual or potential industrial action, whether such action be by its own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.
- 30.3 If there is industrial action by Staff, the Supplier shall seek Approval for its proposals to continue to perform its obligations under the Contract.
- 30.4 If the Supplier's proposals referred to in clause 30.3 are considered insufficient or unacceptable by the Authority acting reasonably, the Contract may be terminated with immediate effect by the Authority.
- 30.5 If the Supplier is unable to supply the Goods owing to disruption of the Authority's normal business, the Supplier may request a reasonable allowance of time, and, in addition, the Authority will reimburse any additional expense reasonably incurred by the Supplier as a direct result of such disruption.

31 Recovery

- 31.1 On termination of the Contract for any reason, the Supplier shall at its cost:
 - (a) immediately return to the Authority all Confidential Information and IP Materials in its possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which was obtained or produced in the course of providing the Goods;
 - (b) immediately deliver to the Authority all Property (including materials, documents, information and access keys) provided to the Supplier in good working order;
 - (c) immediately vacate any Authority Premises occupied by the Supplier;
 - (d) not used; and
 - (e) promptly provide all information concerning the supply of the Goods reasonably requested by the Authority for the purposes of adequately understanding the manner in

which the Goods have been provided and/or for the purpose of allowing the Authority to conduct due diligence.

31.2. If the Supplier does not comply with clause 31.1 (a) and (b), the Authority may recover possession thereof and the Supplier grants a licence to the Authority or its appointed agents to enter (for the purposes of such recovery) any premises of the Supplier or its suppliers or Sub-Contractors where any such items may be held.

32. Dispute Resolution

32.1. The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the finance director of the Supplier and the commercial director of the Authority.

32.2. Nothing in this dispute resolution procedure prevents the Parties seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

32.3. If the dispute cannot be resolved by the Parties pursuant to clause 32.1 either Party may refer it to mediation pursuant to the procedure set out in clause 32.5.

32.4. The obligations of the Parties under the Contract shall not cease or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Supplier and Staff shall comply fully with the requirements of the Contract at all times.

32.5 The procedure for mediation and consequential provisions relating to mediation are as follows:

- (a) a neutral adviser or mediator (the “**Mediator**”) shall be chosen by agreement of the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator;
- (b) the Parties shall within 10 Working Days of the appointment of the Mediator meet him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations. If appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure;
- (c) unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
- (d) if the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives;

- (e) failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties; and
- (f) if the Parties fail to reach agreement within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts unless the dispute is referred to arbitration pursuant to the procedures set out in clause 32.6.

32.6. Subject to clause 32.2, the Parties shall not start court proceedings until the procedures set out in clauses 32.1 and 32.3 have been completed save that:

- (a) the Authority may at any time before court proceedings are commenced, serve a notice on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with clause 32.7;
- (b) if the Supplier intends to commence court proceedings, it shall serve notice on the Authority of its intentions and the Authority has 21 days following receipt of such notice to serve a reply on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with clause 32.7; and
- (c) the Supplier may request by notice to the Authority that any dispute be referred and resolved by arbitration in accordance with clause 32.7, to which the Authority may consent as it sees fit.

32.7. If any arbitration proceedings are commenced pursuant to clause 32.6:

- (a) the arbitration is governed by the Arbitration Act 1996 and the Authority shall give a notice of arbitration to the Supplier (the “**Arbitration Notice**”) stating:
 - (i) that the dispute is referred to arbitration; and
 - (ii) providing details of the issues to be resolved;
- (b) the London Court of International Arbitration (“**LCIA**”) procedural rules in force at the date that the dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference to the Contract and the decision of the arbitrator is binding on the Parties in the absence of any material failure to comply with such rules;
- (c) the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
- (d) if the Parties fail to agree the appointment of the arbitrator within 10 days of the Arbitration Notice being issued by the Authority under clause 32.7 (a) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
- (e) the arbitration proceedings shall take place in London and in the English language; and

- (f) the arbitration proceedings shall be governed by, and interpreted in accordance with, English Law.

33. Force Majeure

33.1. Subject to this clause 33, a Party may claim relief under this clause 33 from liability for failure to meet its obligations under the Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under the Contract which results from a failure or delay by an agent, Sub-Contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-Contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.

33.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.

33.3 If the Supplier is the Affected Party, it is not entitled to claim relief under this clause 33 to the extent that consequences of the relevant Force Majeure Event:

- a) are capable of being mitigated but the Supplier has failed to do so; and/or
- b) should have been foreseen and prevented or avoided by a prudent provider of goods similar to the Goods, operating to the standards required by the Contract.

33.4 Subject to clause 33.5, as soon as practicable after the Affected Party issues the Force Majeure Notice and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued supply of the Goods affected by the Force Majeure Event.

33.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.

33.6 If, as a result of a Force Majeure Event:

- (a) an Affected Party fails to perform its obligations in accordance with the Contract, then during the continuance of the Force Majeure Event:

i) the other Party is not entitled to exercise its rights to terminate the Contract in whole or in part as a result of such failure pursuant to clause 26.1 or 26.3; and

ii) neither Party is liable for any Default arising as a result of such failure;

(b) the Supplier fails to perform its obligations in accordance with the Contract it shall be entitled to receive payment of the Price (or a proportional payment of it) only to the extent that the Goods (or some of the Goods) continue to be supplied in accordance with the terms of the Contract during the occurrence of the Force Majeure Event.

33.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under the Contract.

33.8 Relief from liability for the Affected Party under this clause 33 ends as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under the Contract and is not dependent on the serving of a notice under clause 33.7.

34. Notices and Communications

34.1 Subject to clause 34.3, where the Contract states that a notice or communication between the Parties must be “written” or “in writing” it is not valid unless it is made by letter (sent by hand, first class post, recorded delivery or special delivery) or by email or by communication via Bravo.

34.2 If it is not returned as undelivered a notice served in:

- (a) a letter is deemed to have been received 2 Working Days after the day it was sent; and
- (b) an email is deemed to have been received 4 hours after the time it was sent provided it was sent on a Working Day

or when the other Party acknowledges receipt, whichever is the earlier.

34.3 Notices pursuant to clauses 33 (Force Majeure), 32 (Dispute Resolution) or 38 (Waiver) or to terminate the Contract or any part of the supply of Goods are valid only if served in a letter by hand, recorded delivery or special delivery.

34.4 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under the Contract:

- (a) For the Authority:

(REDCATED)

(b) For the Supplier:

(REDACTED)

35. Conflicts of Interest

- 35.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Staff is placed in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the Contract. The Supplier will notify the Authority immediately giving full particulars of any such conflict of interest which may arise.
- 35.2 The Authority may terminate the Contract immediately by notice and/or take or require the Supplier to take such other steps it deems necessary if, in the Authority's reasonable opinion, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the Contract. The actions of the Authority pursuant to this clause 14 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

36. Rights of Third Parties

- 36.1 Clause E7.3 confers benefits on persons named in it ("**Third Party Provisions**" and each person a "**Third Party Beneficiary**") other than the Parties which are intended to be enforceable by Third Party Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act 1999 ("**CRTPA**").
- 36.2 Subject to clause 36.1, a person who is not a Party has no right under the CRTPA to enforce the Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA and does not apply to the Crown.
- 36.3 No Third Party Beneficiary may enforce or take steps to enforce any Third Party Provision without Approval.
- 36.4 Any amendments to the Contract may be made by the Parties without the consent of any Third Party Beneficiary.

37. Remedies Cumulative

- 37.1 Except as expressly provided in the Contract all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy are not an election of such remedy to the exclusion of other remedies.

38. Waiver

- 38.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy do not

constitute a waiver of that right or remedy and do not cause a diminution of the obligations established by the Contract.

- 38.2 No waiver is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause 34 (Notices and Communications).
- 38.3 A waiver of any right or remedy arising from a breach of the Contract does not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

39. Severability

- 39.1 If any part of the Contract which is not of a fundamental nature is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such part shall be severed and the remainder of the Contract shall continue in full effect as if the Contract had been executed with the invalid, illegal or unenforceable part eliminated.

40. Entire Agreement

- 40.1 The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein and supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.

41. Change in Law

- 41.1 The Supplier is neither relieved of its obligations to supply the Goods in accordance with the terms and conditions of the Contract nor entitled to an increase in the Price as the result of:
- a) a General Change in Law; or
 - b) Specific Change in Law where the effect of that Specific Change in Law on the Goods is reasonably foreseeable at the Commencement Date.
- 41.2 If a Specific Change in Law occurs or will occur during the Term (other than as referred to in clause 41.1(b)), the Supplier shall:
- a) notify the Authority as soon as reasonably practicable of the likely effects of that change, including whether any:
 - (i) change is required to the Goods, the Price or the Contract; and
 - (ii) relief from compliance with the Supplier's obligations is required; and
 - b) provide the Authority with evidence:
 - (i) that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-Contractors; and

- (ii) as to how the Specific Change in Law has affected the cost of providing the Goods.

41.3 Any variation in the Price or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in clause 41.1(b)) shall be implemented in accordance with clause 21.

42. Counterparts

42.1 The Contract may be executed in counterparts, each of which when executed and delivered constitute an original but all counterparts together constitute one and the same instrument.

43. Governing Law and Jurisdiction

43.1 Subject to clause I1 (Dispute Resolution) the Contract, including any matters arising out of or in connection with it, are governed by and interpreted in accordance with English Law and are subject to the jurisdiction of the Courts of England and Wales. The submission to such jurisdiction does not limit the right of the Authority to take proceedings against the Supplier in any other court of competent jurisdiction, and the taking of proceedings in any other court of competent jurisdiction does not preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

SCHEDULE 1 – SPECIFICATION

General

This Schedule 1 sets out a description of the Goods provided by the Supplier.

b) SCHEDULE 1 DEFINITIONS

Term	Definition
Accessories	Additional Goods that the Authority may order over the Term of the Agreement
Authority Contract Manager	The Authority's commercial Contract Manager responsible and authorised to act on behalf of the Authority for matters relating but not limited to: contract interpretation, governance, dispute resolution and change control
Authority Project Lead	An Authority member of staff who will lead on single or multiple site surveys and/or commissioning processes, co-ordinating activities and information from across the Authority estate
Commissioning	The installation, configuration and testing of the Goods into live service to the standards and outputs as set out in the Technical Specification and Technical Performance Specification contained in Schedule 1
Counter Terrorism Check (CTC)	Counter Terrorist Check (CTC) is carried out if an individual is working in proximity to public figures or requires access to the Authority's High Security Premises
High Security Premises	Closed Sites which for prisons are characterised by prisoners whose escape would be highly dangerous to the public or national security (also referred to as Category A prisons).
Inco-Terms Delivered Duty Paid (DDP)	means that the Supplier fulfils their obligation to deliver when the Goods have been made available at the named place in the country of importation. The Supplier has to bear the risks and costs, including duties, taxes and other charges of delivering the Goods thereto, cleared for importation.
Lead Time(s)	Means the maximum period of time permitted for the Supplier in the provision of the Goods and Services as described in Schedule 1 (Specification) which will form the basis of the Service Levels and Key Performance Indicators of the Framework and shall be cascaded to any Sub-Contractors who are also to perform or deliver the Goods and Services
Order	purchase of the Goods, based on a written quotation following a survey, and only confirmed through communication by the Authority of an official Purchase Order Form
Original Equipment Manufacturer (OEM)	Means the manufacturer of the Goods including Spares, consumables and accessories who holds the Intellectual Property for the Goods.
Participating Authority / Authorities	A Contracting Authority with access to this Framework Agreement as named in the Official Journal of the European Union Contract Notice and as listed in the Request for Proposal document (RFP).
Planned Preventative Maintenance Services (or "Planned Preventative Maintenance (PPM)")	Pre-planned scheduled maintenance in line with Supplier Maintenance Schedules

Product Code	unique Supplier reference identifying an individual Goods, accessories, Spares and accessories which is consistent throughout the Term of the Framework.
Purchase Order Form	A formal commercial agreement, communicated electronically by the Authority or an agent acting on its behalf, to the Supplier confirming Goods, Services, and quantities at the agreed pricing.
Quotation Survey	A survey at an Authority Site, provided free of charge, and including activities as set out in Schedule 1 (Specification).
Service Level Agreement or Service Levels	Has reference to all Lead Times and performance levels as set out in the Agreement with particular reference to Schedule 1 (Specification) and Schedule 12 (Framework Monitoring & Management Information).
Site	shall have the same meaning as Premises. For the Authority this will typically refer to Her Majesty's Prison however other locations may be identified at the discretion of the Authority as notified from time to time.
Site Implementation Plan	A plan, per Site or for multiple Sites, which details the key dates, milestones, critical activities and any dependencies necessary to achieve the commissioning into operation of the Goods.
Spares	Means components of the Goods as set out in Schedule 2 (Pricing) or as notified.
Standard Service Plan	The Suppliers Planned Preventative Maintenance and Reactive Maintenance services in compliance with the minimum and maximum requirements as set out in Schedule 1.
Substitute Items	Means alternative Goods, accessories or Spares as to those which form part of the Framework Agreement, only permissible with the express written permission of the Authority Contract Manager.
Technical Goods Specification	Means the minimum technical requirements that the Goods must comply with as defined in Appendix A.
Technical Performance Specification	Means the minimum technical performance or output of the Goods as defined in Appendix B.
Warranty	Describes the conditions under, and period during, which the producer or vendor will repair, replace, or other compensate for, the defective item without cost to the buyer or user.

c) INTRODUCTION

a. Introduction

This Schedule 1 (Specification) constitutes the specification requirements for the maintenance and support services for A2DE (Access to Digital Evidence) equipment for the HMPPS (Redacted).

2.1. Purpose

- 2.1.1. The information contained within this document forms the basis of the criteria against which the Suppliers performance will be measured in conjunction with the entire agreement during the Term.

2.2. Background

- 2.2.1. Access to Digital Evidence (A2DE) framework sets out the requirements on behalf of HMPPS where digital equipment is required for prisoners to view electronic disclosure by the Crown Court Service as evidence for prosecution in a legal case.
- 2.2.2. All A2DE systems must meet the HMPPS Technical Specification (Schedule 1) of A2DE equipment. In doing so, Access to Digital Equipment must only contain bona fide materials supplied by the Police, Crown Prosecution Service or Legal teams.
- 2.2.3. This material must be sifted before being loaded onto the prisoner's equipment to prevent exposure to inappropriate material, legal undertakings and any material that could be deemed racially aggressive, used to radicalise other prisoners or threaten prison security.
- 2.2.4. The approved specification equipment can only be obtained through the Access to Digital Evidence (A2DE) team at (Redacted).
- 2.2.5. Due to shortages of equipment that are to the required technical specification, there is an urgent need for maintenance & logistics provisions that will support the A2DE team at (Redacted) in carrying out their duties.

3. SCOPE OF REQUIREMENTS

- 3.1. This Authority specification relates to the support Services for Access to Digital Evidence (A2DE) equipment within the Authority's agency, HM Prison and Probation Service in England & Wales.
- 3.2. Any disputes shall be dealt with under English Law, except where specifically specified in any Call Off Agreement.
- 3.3. Payment for Goods and Services shall be made into a UK Banking account in UK Pounds Sterling, except where specifically specified in any Call Off Agreement.

- 3.4. All Goods to be supplied from outside the United Kingdom under Incoterms 2010 Delivered Duty Paid (DDP), except where specifically specified in any Call Off Agreement.
- 3.5. Where the Authority has contracted a third-party service provider to manage the Belmarsh Site (Private Managed Prison Provider (PMPP)) the Supplier will be required to offer to the PMPP the Goods in accordance with this Schedule, at the same pricing (Schedule 2 – Prices and Invoicing) and, where negotiation on terms may occur between the Supplier and PMPP, on terms which are no less favourable than the Framework.

4. Scope of Services

4.1. Requirement 1 (Services)- Modification of 240 Laptops and 8 Tower Workstations

- The supplier will be required to modify 240 MOJ owned laptops and 8 Workstations to the adhered HMPPS Technical Specification (Appendix A).

4.2. Requirement 2 (Services)- Shipping of Modified Assets

- The supplier will be required to ship and deliver the modified laptops and towers to the Access to Digital Evidence (A2DE) team at (Redacted). The modified equipment in accordance with the HMPPS technical specification (Appendix A) will then be dispatched to prisons where there is a need for replacement laptops and/or towers as part of Requirement 3 (Ongoing Maintenance).

4.3. Requirement 3 (Services)- Ongoing Maintenance

- The supplier will be required to assist the A2DE team at (Redacted), where that is needed in providing a support service in resolving both hardware and software related issues amongst A2DE modified equipment across the estate.
- The processes for each component are outlined below:

Component	Process
Laptops	For laptop incidents the establishment will follow the agreed processes for Tier 2 technical support as supplied by Supplier and outlined in Schedule 8.
Towers	For tower incidents the establishment will follow the agreed processes for Tier 2 technical support as supplied by Supplier and outlined in Schedule 8. Faulty Tower- the A2DE Team at (Redacted) will send out a replacement tower to the establishment using the MOJ Courier Service. The establishment will ship the faulty tower to (Redacted), to be added to faulty stock and be shipped to the supplier later for review and fixing where possible.

	Faulty Drive- (Redacted) will send out a replacement preconfigured and tested drive to the establishment. Upon receipt, (Redacted) will support the establishment to install the drive to the Tower via call. The establishment will be responsible for the destruction and disposal of the drive. The Supplier will provide (Redacted) with replacement drives for the towers in the event of a drive failure. Faulty Towers – the Supplier will provide support for the setup and configuration of the towers to enable the standard use of the devices and the transfer of data.
Spare parts	Connection boxes and accessories will be held at (Redacted) for issuing where the need is required across establishments with A2DE systems. The Supplier will ensure (Redacted) have an adequate supply of spare connection boxes.
Software	The Supplier will provide solutions for software issues which materialize after User Acceptance Testing (UAT) of the system. In the event where the software fails to operate in the required manner, the supplier will investigate and resolve the problem. Upon request to change, amend or enhance the software, this will be managed as a Change Request to the contract.

5. Scheduling of Services:

- 5.1.1. The supplier will be available for Tier 2 technical support related services between the hours of 9.00 and 17.00 Monday – Friday [excluding Bank Holidays] that will be available to (Redacted) with A2DE modified equipment.
- 5.1.2. The supplier will set up a mailbox for A2DE Co-ordinators from each prison to log calls and record details of the problem following the raising of a ticket.
- 5.1.3. The A2DE (Redacted) team will be included in the mailbox to ensure they are kept updated in the diagnostics process, considering that they would need to send out a replacement to the site using the MOJ Courier Service, if the supplier has confirmed the equipment is faulty and assist in the process where needed.
- 5.1.4. After the raising of a ticket, Tier 1 support will be offered by (Redacted). Upon more complex calls, the Supplier will offer Tier 2 technical support where they will carry out a full investigation with assistance from (Redacted) where that may be required.

5. Exclusivity and Demands

- 5.1.1. Except for Requirements 1 and 2, demand for support services and replacement goods supplied from inventory stored at (Redacted) will be identified through business need on an ad-hoc basis by Authority or Participating Authority Sites.
- 5.1.2. The Supplier shall be always required to fulfil orders for Services placed by the Authority / Participating Authority within the agreed Service response times.
- 5.1.3. The Supplier is obligated to ensure that contingency arrangements are in place for alternative supply of Goods & Services should the Supplier find they are unable to meet the supply and maintenance requirements of the Contract within the relevant Lead-Times. Where a Sub-Contractor is used, the Supplier is obliged to ensure the Goods & Services provided by that Sub-Contractor meet the Authority's requirements under this Framework.

6. GOODS STANDARDS, REGULATORY & LEGISLATIVE COMPLIANCE

6.1. Access to Digital Evidence (A2DE)

- 6.1.1. The Supplier shall ensure that the Goods, and Services provided meet all pertinent British Standards, European Norms for sales into the United Kingdom.

6.2. CE Marking

- 6.2.1. All Goods maintained shall carry where required a Conformity European (CE) marking (or any alternative version of this that may result from legislative changes such as, but not limited to Brexit) and undergone CE Assessment conforming to relevant European Standards.

6.3. Legislation

- 6.3.1. All Goods & Services (including Supplier Systems) shall be compliant with pertinent, current and as amended UK Legislation, including but not limited to:
 - (a) Consumer Rights Act 2015 (as amended)
 - (b) The Supply of Machinery (Safety) Regulations 2008 (as amended)
 - (c) The Low Voltage Electrical Equipment (Safety) Regulations 1989
 - (d) Health & Safety at Work Act 1974, Section 6, (as amended).
 - (e) Electrical Equipment (Safety) Regulations (1994, as amended),
 - (f) Electromagnetic Compatibility Regulations (1992, as amended)
 - (g) Restriction of the Use of Certain Hazardous Substances (RoHS) in Electrical and
 - (h) Electronic Equipment (EEE) Directive (2011/65/EU) (as amended)
 - (i) IEEE Wiring Regulations Latest Editions.

7. Spares Support

- 7.1.1. Spares shall be made available to the Authority or a Participating Authority from the Supplier (or OEM) without any detriment to agreed Lead-Times or costs.

- 7.1.2. Spares shall be kept in the UK for first time fix with contingency stock kept at (Redacted) for quick shipping to establishments in the event of equipment malfunction.
- 7.1.3. Goods or parts that become faulty will be returned to (Redacted) and stored until there is sufficient batches to be returned to the supplier for further investigation into the adequate operation of the A2DE (Access to Digital Evidence) service.

8. PRISON SECURITY & RESTRICTIONS

8.1. Security Clearance

- 8.1.1. Any Supplier staff or Sub-Contractors entering prison Sites will be required to obtain and maintain UK security clearance to carry out installation and maintenance Services for the duration of the contract. This shall be set at Counter Terrorism Check (CTC) to cover High Security Premises.
- 8.1.2. The Supplier shall ensure that their installation and support staff complete and submit their security vetting forms and present them in person at a prison Site in England or Wales to verify their identification within 2 weeks of request, by the Authority, at the commencement of the contract. Participating Authorities will be responsible for confirming their own requirements relating to security clearance and Lead Times.
- 8.1.3. Where a person fails security clearance the Supplier or Sub-Contractor shall make available the resource to carry out the Services and submit additional personnel forms in line with the above Lead Times or this may result in termination of the contract.
- 8.1.4. It is the responsibility of the Supplier to ensure that there is an adequate number of cleared personnel with business contingency for staff absences to always respond to Lead Times under this contract.

8.2. Photographic Identification

- 8.2.1. All Supplier or Sub-Contractor staff will be required to carry and present official photographic identification to enter a Site (and specifically a secure prison environment).

8.3. Site Conduct

- 8.3.1. The Supplier shall comply with any local security, health and safety, delivery restrictions and requirements on Site (see Schedule 7 (Prisons)).

9. LEAD TIMES

9.1. Response Times for Replacement Goods

- 9.1.1. The urgency of the response times for replacement goods will be mitigated by sufficient supply of spares stored at (Redacted) as maintained by Authority.

9.2. Tier 1 Response

- 9.2.1. All Tier 1 calls will be dealt with by (Redacted) where intervention from the Supplier will not be required. Where intervention from the Supplier is required, this will be escalated to Tier 2.

9.3. Tier 2 Response

- 9.3.1. All Tier 2 calls will be discussed and actioned between (Redacted) and the Supplier where it may be required of the Supplier to carry out a full investigation and determine the process to resolve the problem, within an estimate time of less than 10 working days.

10. Software upgrades

- 10.1. The Supplier shall be required to upgrade any software (inclusive of Authority, Supplier and Third-Party Software) patches, fix software bugs to either correct or improve the operation or stability of the Goods, as part of any maintenance visit.
- 10.2. For upgrades and new software version releases (inclusive of Authority, Supplier and Third-Party Software) the Supplier shall notify the Authority of any revision and apply any software upgrades as part of maintenance activities free of charge, unless this is a commercial version release as a separate purchased product.
- 10.3. The Supplier will be required to carry out free software modification to database fields / labels to meet the requirements of the prison environment.
- 10.4. New software functionality (outside of that as set out in Annex A – Technical Goods Specification) may be introduced in two ways:
- a) Authority request to the Supplier
 - b) Supplier innovation proposal (in keeping with clause F1 of the Framework)
- 10.5. Where a request or proposal is made the Supplier will be required to submit a proposal which details the functionality or performance changes, the benefits to the Authority, development time required and any costs, including day rates for development and testing if chargeable. Minor software enhancements to the existing functionality specified are excluded from this process.
- 10.6. The Authority will review any proposal, whether in response to an Authority request or as part of Supplier innovation, and has the sole discretion as to accept, clarify or reject the proposal. Should the proposal be accepted the Authority Contract Manager will confirm this in writing and it will be formalised through the Change Control process (F4 and Schedule 3).

TECHNICAL & CUSTOMER SUPPORT

10.7. Customer support

10.7.1. The Supplier shall provide Contract Management support to the Authority and Participating Authority Contract Manager(s) as a means of managing the Framework and any Call-Off and as an escalation point.

10.7.2. The Supplier shall provide Tier 2 technical support via a UK telephone number and email support in English language direct to the (Redacted) A2DE team between Monday - Friday 9am to 5pm GMT excluding Bank Holidays.

Appendix A- Technical Specification

(REDACTED)

SCHEDULE 2 – PRICES and INVOICING

Part 1

(REDACTED)

Pricing Review

- A. All prices stated within Schedule 2 (Prices and Invoicing) will be fixed for the first 12 months of the Contract Term. Pricing for any Extension to the Contract Term, as permitted in Section 5.2, shall be at Supplier's then current list price.
- B. Any increase in the Agreement Price (to the relevant Services and/or Goods) shall not exceed the percentage change in the UK Average Earnings Index in the twelve (12) months preceding the anniversary of the contract or where incorporated the UK Office of National Statistics' Consumer Prices Index ("CPI") agreed product division group in the twelve (12) months preceding the anniversary of the Framework / Call Off Agreement.
- C. Where there is a change in market forces, technology and product cycle cost reduction and/or CPI reduction, improved currency conversions, which leads to a decrease in product costs, the Authority will submit a request for price variance for the affected lines. The Authority reserves the right to request a price review where commodity price falls at any time during the life of the Agreement.

- D. Upon non- agreement of any request for price increase, the Authority reserves the right to source products from an alternative route or terminate the Agreement.

Part 2

1 Invoice requirements

1.1 All invoices submitted to the Authority must:

1.1.1 clearly state the word 'invoice' and contain the following information:

- i) a unique identification number (invoice number);
- ii) the Supplier's name, address and contact information;
- iii) the name and address of the department/agency in the Authority with which the Supplier is working;
- iv) a clear description of the Goods being invoiced for;
- v) the date the Goods were provided;
- vi) the date of the invoice;
- vii) the amount being charged;
- viii) VAT amount if applicable;
- ix) the total amount owed;
- x) the Purchase Order number; and
- xi) the amount of the invoice in sterling or any other currency which is Approved.

ii) if submitted by email meet the following criteria:

- i) email size must not exceed 4mb;
- ii) one invoice per file attachment (PDF). Multiple invoices can be attached as separate files; and
- iii) any supporting information, backing data etc. must be contained within the invoice PDF file

and

1.1.3 unless Approved:

- i) not contain any lines for items which are not on the Purchase Order; and

2. replicate, as far as possible, the structure of and the information contained in the Purchase Order in respect of the number of lines, line descriptions, price and quantity.
- 2.2 If required by the Authority, the Supplier shall submit a structured electronic invoice in an Electronic Data Interchange or XML format.

SCHEDULE 3 - CHANGE CONTROL

Change Request Form

(For completion by the Party requesting the Change)

Contract Title:	Party requesting Change:
Name of Supplier:	
Change Request Number:	Proposed Change implementation date:
Full description of requested Change (including proposed changes to wording of the Contract where possible):	
Reasons for requested Change:	
Effect of requested Change	
Assumptions, dependencies, risks and mitigation (if any):	
Change Request Form prepared by (name):	
Signature:	
Date of Change Request:	

Contract Change Notice (“CCN”)

(For completion by the Authority once the Change has been agreed in principle by both Parties. Changes do not become effective until this form has been signed by both Parties.)

Contract Title:		Change requested by:	
Name of Supplier:			
Change Number:			
Date on which Change takes effect:			
Contract between: The [Secretary of State for Justice]/[The Lord Chancellor] [delete as applicable] and [insert name of Supplier]			
It is agreed that the Contract is amended, in accordance with Regulation 72 of the Public Contracts Regulations 2015, as follows: [Insert details of the variation (including any change to the Price and deliverables/obligations) based on the information provided in the Change Request Form and any subsequent discussions/negotiations, cross referencing the wording of the original Contract, as previously changed (if applicable), where possible] Where significant changes have been made to the Contract, information previously published on Contracts Finder will be updated.			
Words and expressions in this CCN shall have the meanings given to them in the Contract. The Contract, including any previous CCNs, shall remain effective and unaltered except as amended by this CCN			
Signed for and on behalf of [the Secretary of State for Justice]/[the Lord Chancellor]		Signed for and on behalf of [insert name of Supplier]	
Signature		Signature	
Name		Name	
Title		Title	
Date		Date	

SCHEDULE 4 - COMMERCIALLY SENSITIVE INFORMATION

- 1 Without prejudice to the Authority's general obligation of confidentiality, the Parties acknowledge that the Authority may have to disclose Information in or relating to the Contract following a Request for Information pursuant to clause D4 (Freedom of Information).
- 2 In this Schedule 4 the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be contrary to the public interest.
- 3 Where possible the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule 4 applies.
- 4 Without prejudice to the Authority's obligation to disclose Information in accordance with the FOIA and the EIR, the Authority will, acting reasonably but in its sole discretion, seek to apply the commercial interests exemption set out in s.43 of the FOIA to the Information listed below.

SUPPLIER'S COMMERCIALLY SENSITIVE INFORMATION	DATE	DURATION OF CONFIDENTIALITY
Pricing structure for Services provided		

SCHEDULE 5 - SUPPLIER AND THIRD-PARTY SOFTWARE

Supplier Software comprises the following:

Software	Supplier (if Affiliate of the Supplier)	Purpose	No. of Licences	Restrictions	No. of copies	Other	To be deposited in escrow?

Third Party Software comprises the following:

Third Party Software	Supplier	Purpose	No. of Licences	Restrictions	No. of copies	Other	To be deposited in escrow?

SCHEDULE 6 - PRISONS

ACCESS TO PRISONS

- 1 If Staff are required to have a pass for admission to an Authority Premises which is a prison, (a “**Prison**”) the Authority shall, subject to satisfactory completion of approval procedures, arrange for passes to be issued. Any member of the Staff who cannot produce a proper pass when required to do so by any member of the Authority’s personnel, or who contravenes any conditions on the basis of which a pass was issued, may be refused admission to a Prison, or be required to leave a Prison if already there.
- 2 Staff shall promptly return any pass if at any time the Authority so requires or if the person to whom the pass was issued ceases to be involved in the supply of the Goods. The Supplier shall promptly return all passes on expiry or termination of the Contract.
- 3 Staff attending a Prison may be subject to search at any time. Strip searches shall be carried out only on the specific authority of the Authority under the same rules and conditions applying to the Authority’s personnel. The Supplier is referred to Rule 71 of Part IV of the Prison Rules 1999 as amended by the Prison (Amendment) Rules 2005 and Rule 75 of Part IV of the Young Offender Institution Rules 2000 as amended by the Young Offender Institution (Amendment) Rules 2005.
- 4 Searches shall be conducted only on the specific authority of the Authority under the same rules and conditions applying to the Authority’s personnel and/or visitors. The Supplier is referred to Section 8 of the Prison Act 1952, Rule 64 of the Prison Rules 1999 and PSI 67/2011.

SECURITY

- 5 Whilst at Prisons Staff shall comply with all security measures implemented by the Authority in respect of staff and other persons attending Prisons. The Authority shall provide copies of its written security procedures to Staff on request. The Supplier and all Staff are prohibited from taking any photographs at Prisons unless they have Approval and the Authority’s representative is present so as to have full control over the subject matter of each photograph to be taken. No such photograph shall be published or otherwise circulated without Approval.
- 6 The Authority may search vehicles used by the Supplier or Staff at Prisons.
- 7 The Supplier and Staff shall co-operate with any investigation relating to security which is carried out by the Authority or by any person who is responsible for security matters on the Authority’s behalf, and when required by the Authority shall:
 - a) take all reasonable measures to make available for interview by the Authority any Staff identified by the Authority, or a person who is responsible for security matters, for the purposes of the investigation. Staff may be accompanied by and be advised by another person whose attendance at the interview is acceptable to the Authority; and
 - b) subject to any legal restriction on their disclosure, provide all documents, records or other material of any kind and in any form reasonably required by the Authority, or by a person who is responsible for security matters on the Authority’s behalf, for the purposes of investigation as long as the provision of that material does not prevent the Supplier from supplying the Goods. The Authority may retain any such material for use in connection with the investigation and, as far as possible, may provide the Supplier with a copy of any material retained.

OFFENCES AND AUTHORISATION

- 8 In supplying the Goods the Supplier shall comply with PSI 10/2012 (Conveyance and Possession of Prohibited Items and Other Related Offences) and other applicable provisions relating to security as published by the Authority from time to time.
- 9 Nothing in the Contract is deemed to provide any “authorisation” to the Supplier in respect of any provision of the Prison Act 1952, Offender Management Act 2007, Crime and Security Act 2010, Serious Crime Act 2015 or other relevant legislation.

SCHEDULE 7 – STATUTORY OBLIGATIONS AND CORPORATE SOCIAL RESPONSIBILITY

1 What the Authority expects from the Supplier

- 1.1 His Majesty's Government's Supplier Code of Conduct (the "**Code**") sets out the standards and behaviours expected of suppliers who work with government. The Code can be found online at:

[Supplier Code of Conduct - v2 \(publishing.service.gov.uk\)](https://publishing.service.gov.uk)

- The Supplier shall, and shall procure that its Sub-Contractors shall:
 - comply with its legal obligations, in particular those in Part 1 of this Schedule 8, and meet the standards set out in the Code as a minimum; and
 - use reasonable endeavours to comply with the standards in Part 2 of this Schedule 8.

PART 1 Statutory Obligations

2 Equality and Accessibility

- 2.1 The Supplier shall:

- (a) perform its obligations under the Contract in accordance with:
 - i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy maternity or otherwise);
 - ii) the Authority's equality, diversity and inclusion policy as given to the Supplier from time to time;
 - iii) any other requirements and instructions which the Authority reasonably imposes regarding any equality obligations imposed on the Authority at any time under applicable equality law; and
- (b) take all necessary steps and inform the Authority of the steps taken to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation).

3 Modern Slavery

- 3.1 The Supplier shall, and procure that each of its Sub-Contractors shall, comply with:

- (a) the MSA; and

- (b) the Authority's anti-slavery policy as provided to the Supplier from time to time ("**Anti-slavery Policy**").

3.2 The Supplier shall:

- implement due diligence procedures for its Sub-Contractors and other participants in its supply chains, to ensure that there is no slavery or trafficking in its supply chains;
- respond promptly to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time and shall ensure that its responses to all such questionnaires are complete and accurate;
- prepare and deliver to the Authority each year, an annual slavery and trafficking report setting out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business;
- maintain a reasonable set of records to trace the supply chain of all goods and services provided to the Authority regarding the Contract;
- report the discovery or suspicion of any slavery or trafficking by it or its Sub-Contractors to the Authority and to the Modern Slavery Helpline; and
- implement a system of training for its employees to ensure compliance with the MSA.

3.3 The Supplier represents, warrants and undertakes throughout the Term that:

- (a) it conducts its business in a manner consistent with all applicable laws, regulations and codes including the MSA and all analogous legislation in place in any part of the world;
- (b) its responses to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time are complete and accurate; and
- (c) neither the Supplier nor any of its Sub-Contractors, nor any other persons associated with it:
 - i) has been convicted of any offence involving slavery and trafficking; or
 - ii) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence regarding slavery and trafficking.

3.4 The Supplier shall notify the Authority as soon as it becomes aware of:

- (a) any breach, or potential breach, of the Anti-Slavery Policy; or
- (b) any actual or suspected slavery or trafficking in a supply chain which relates to the Contract.

3.5 If the Supplier notifies the Authority pursuant to paragraph 3.4 of this Schedule 8, it shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the

Authority to audit any books, records and/or any other relevant documentation in accordance with the Contract.

3.6 If the Supplier is in Default under paragraphs 3.2 or 3.3 of this Schedule 8 the Authority may by notice:

- require the Supplier to remove from performance of the Contract any Sub-Contractor, Staff or other persons associated with it whose acts or omissions have caused the Default; or
- immediately terminate the Contract.

4 Income Security

4.1 The Supplier shall:

- (a) ensure that all pay and benefits paid for a standard working week meet, at least, national legal standards in the country of employment;
- (b) provide all Staff with written and readily understandable information about their employment conditions in respect of pay before they enter employment and about their pay for the pay period concerned each time that they are paid;
- (c) not make deductions from pay:
 - (i) as a disciplinary measure;
 - (ii) except where permitted by Law and the terms of the employment contract; and
 - (iii) without express permission of the person concerned; and
- (d) record all disciplinary measures taken against Staff.

5 Working Hours

5.1 The Supplier shall ensure that:

- (a) the working hours of Staff comply with the Law, and any collective agreements;
- (b) the working hours of Staff, excluding overtime, is defined by contract, do not exceed 48 hours per week unless the individual has agreed in writing, and that any such agreement is in accordance with the Law;
- (c) overtime is used responsibly, considering:
 - (i) the extent;
 - (ii) frequency; and
 - (iii) hours worked;

- (d) the total hours worked in any seven-day period shall not exceed 60 hours, except where covered by paragraph 5.1 (e);
- (e) working hours do not exceed 60 hours in any seven-day period unless:
 - (i) it is allowed by Law;
 - (ii) it is allowed by a collective agreement freely negotiated with a worker's organisation representing a significant portion of the workforce;
 - (iii) appropriate safeguards are taken to protect the workers' health and safety; and
 - (iv) the Supplier can demonstrate that exceptional circumstances apply such as during unexpected production peaks, accidents or emergencies;
- (f) all Supplier Staff are provided with at least:
 - (i) 1 day off in every 7-day period; or
 - (ii) where allowed by Law, 2 days off in every 14-day period.

6 Right to Work

6.1 The Supplier shall:

- (a) ensure that all Staff, are employed on the condition that they are permitted to work in the UK, and;
- (b) notify the authority immediately if an employee is not permitted to work in the UK.

7 Health and Safety

7.1 The Supplier shall perform its obligations under the Contract in accordance with:

- (a) all applicable Law regarding health and safety; and
- (b) the Authority's Health and Safety Policy while at the Authority's Premises.

7.2 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority's Premises of which it becomes aware and which relate to or arise in connection with the performance of the Contract. The Supplier shall instruct Staff to adopt any necessary safety measures in order to manage the risk.

8. Not used

8.1

9 Fraud and Bribery

- 9.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Staff, have at any time prior to the Commencement Date:
- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
 - (b) been listed by any Government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in Government procurement programmes or contracts on the grounds of a Prohibited Act.
- 9.2 The Supplier shall not during the Term:
- (a) commit a Prohibited Act; and/or
 - (b) do or suffer anything to be done which would cause the Authority or any of its employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 9.3 The Supplier shall, during the Term:
- (a) establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
 - (b) have in place reasonable prevention measures (as defined in section 45(3) and 46(4) of the Criminal Finance Act 2017) to ensure that Associated Persons of the Supplier do not commit tax evasion facilitation offences as defined under that Act;
 - (c) keep appropriate records of its compliance with its obligations under paragraphs 9.3(a) and 9.3(b) and make such records available to the Authority on request; and
 - (d) take account of any guidance about preventing facilitation of tax evasion offences which may be published and updated in accordance with section 47 of the Criminal Finances Act 2017.
- 9.4 The Supplier shall immediately notify the Authority in writing if it becomes aware of any breach of paragraphs 9.1 and/or 9.2, or has reason to believe that it has or any of the Staff have:
- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - (b) been listed by any Government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in Government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
 - (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of the Contract or otherwise suspects that any person directly or indirectly connected with the Contract has committed or attempted to commit a Prohibited Act.

- 9.5 If the Supplier notifies the Authority pursuant to paragraph 9.4, the Supplier shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to Audit any books, records and/or any other relevant documentation.
- 9.6 If the Supplier is in Default under paragraphs 9.1 and/or 9.2, the Authority may by notice:
- (a) require the Supplier to remove from performance of the Contract any Staff whose acts or omissions have caused the Default; or
 - (b) immediately terminate the Contract.
- 9.7 Any notice served by the Authority under paragraph 9.6 shall specify the nature of the Prohibited Act, the identity of the party who the Authority believes has committed the Prohibited Act and the action that the Authority has taken (including, where relevant, the date on which the Contract terminates).

PART 2 Corporate Social Responsibility

10 Zero Hours Contracts

- 10.1 Any reference to zero hours contracts, for the purposes of this Contract, means as they relate to employees or workers and not those who are genuinely self-employed and undertaking work on a zero hours arrangement.
- 10.2 When offering zero hours contracts, the Supplier shall consider and be clear in its communications with its employees and workers about:
- (a) whether an individual is an employee or worker and what statutory and other rights they have;
 - (b) the process by which work will be offered and assurance that they are not obliged to accept work on every occasion; and
 - (c) how the individual's contract will terminate, for example, at the end of each work task or with notice given by either party.

11 Sustainability

- 11.1 The Supplier shall:
- (a) comply with the applicable Government Buying Standards;
 - (b) provide, from time to time, in a format reasonably required by the Authority, reports on the environmental effects of providing the Goods;
 - (c) maintain ISO 14001 or BS 8555 or an equivalent standard intended to manage its environmental responsibilities; and
 - (b) perform its obligations under the Contract in a way that:
 - (i) supports the Authority's achievement of the Greening Government Commitments;

- (ii) conserves energy, water, wood, paper and other resources;
- (iii) reduces waste and avoids the use of ozone depleting substances; and
- (iv) minimises the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

SCHEDULE 8 – TIER 2 TECHNICAL SUPPORT PROCESS

(REDACTED)

IN WITNESS of which the Contract is duly executed by the Parties on the date which appears at the head of page 1.

SIGNED for and on behalf of the Secretary
of State for Justice

Signature:

Name (block capitals):

Position:

Date:

SIGNED for and on behalf of Core
Systems (Northern Ireland)

Signature:

Name (block capitals): (REDACTED)

Position: (REDACTED)

Date:

