

Emodo Inc
140 New Montgomery Street, Suite 1500,
San Francisco CA 94015
United States

11th September 2020

Dear REDACTED

Direct Award of Contract – CCSO20A73 Mobility and Proximity Analysis

I am writing to inform you that the Cabinet Office (the “**Buyer**”) proposes to make an award of a contract to you to provide extremely urgent deliverables as part of the response to unforeseeable consequences of the COVID-19 pandemic on the terms set out in this letter (the “**Contract**”).

Due to unforeseeable consequences of the current COVID-19 pandemic, **Cabinet Office** reasonably anticipates that the Public Contracts Regulations 2015 will apply to this Contract and the Parties shall ensure that there is a lawful basis for awarding the Contract under the Public Contracts Regulations 2015 and/or any applicable procurement rules. Due to unforeseeable consequences of the current COVID-19 pandemic, this may include in particular justifications under Regulation 32 of the Public Contracts Regulations 2015 or such other applicable or equivalent provision.

The Contract

The Contract shall be as follows:

- 1) The Supplier shall supply the Deliverables as specified in Part 1 of Annex A to this letter in accordance with the Specification set out in Part 2 of Annex A to this letter on the terms set out in this letter and the contract conditions specified in Annex C to this letter (the “**Conditions**”).
- 2) The Charges for the Deliverables are specified in Annex B to this letter.
- 3) The special terms set out in Annex D to this letter apply to the Contract (each a “**Special Term**”).
- 4) No other Supplier terms are part of the Contract. That includes any terms written in the email accepting the offer of the Contract or presented at the time of delivery.
- 5) If any of the Conditions conflict with any of the terms of this letter or with any Special Term, the terms of this letter or the relevant Special Term prevails. If any of the Special Terms conflict with any of the terms of this letter, the relevant Special Term prevails.
- 6) The Term shall begin on the date of your email confirming acceptance of the offer to enter into the Contract and the Expiry Date shall be **1st December 2020** unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.

- 7) The Buyer and the Supplier agree that the Supplier will pay to the Crown Commercial Service (“**CCS**”), excluding VAT, **0%** of all the Charges for the Deliverables invoiced to the Buyer under this Contract (the “**Management Charge**”) and the Supplier will provide MI Reports (as defined in Annex G to this letter) to CCS:
- a) in each case using the process in Annex G to this letter (*Management Charges and Information*);
 - b) neither the Buyer nor the Supplier limits or excludes its obligation to pay the required Management Charge or Default Management Charge; and
 - c) the Buyer and the Supplier agree that clause 19 of the Conditions (*Other people’s rights in this contract*) does not apply and that Contract (Rights of Third Parties) Act 1999 (“**CRTPA**”) applies to this paragraph 8 and to Annex G to this letter (*Management Charges and Information*) to the extent necessary to ensure that CCS will have the right to enforce any obligation owed to it by the Supplier under this paragraph 8 and Annex G to this letter (*Management Charges and Information*), in its own right under section 1(1) of the CRTPA
- 8) If the Buyer and the Supplier enter into the Contract, the Buyer and the Supplier will, each at their own expense, do all acts and things necessary or desirable to give effect to the Contract.

Accepting the offer of the Contract

In the circumstances, **Cabinet Office** proposes to enter into the Contract exceptionally by an exchange of correspondence rather than signing hard copies of the Contract. I confirm that I am authorised by **Cabinet Office** to accept the terms of the Contract and this letter expresses my intention to authenticate the Contract..

Please arrange for a person the Supplier authorises to sign contracts on its behalf to confirm by email, from their own individual account to **REDACTED** using the heading CCSO20A73 Direct Award to EMODO for Mobility and Proximity Analysis the Supplier’s acceptance of the Contract using the wording set out below.

To assist us in managing the process, please inform us of your decision as to whether or not to accept the Contract by 17:00 on **Monday 14th September 2020**.

If you intend to accept the Contract please state the following in your email:

*“I refer to your letter dated **11th September 2020** (the “**Letter**”) in respect of the contract **CCSO20A73 Direct Award to EMODO for Mobility and Proximity Analysis** (the “**Contract**”). A copy of the Letter is attached to this email. I confirm that I am authorised by **Emodo Inc** (the “**Supplier**”) to accept the terms of the Contract for and on behalf of the Supplier, that the Supplier intends to be bound by the terms of the Contract and that the Contract takes effect on and from the date of this email.”*

Please make sure that your name and job title are included in the email and attach a copy of this letter to your email.

If we are not sufficiently clear whether or not you accept the terms of the Contract we will contact you again to ask for clarification. Until we receive your authorised signatory’s email clearly accepting the terms of the Contract as set out in this letter, the Contract will not come into force.

Contract management information

In order to make the Contract operate properly, you will need the information set out in Annex E to this letter.

If you accept the Contract, please provide the following information with your email of acceptance:

- Key Personnel (name, role, email address and address)
- Commercially Sensitive Information (not applicable or insert your Commercially Sensitive Information)
- Supplier Address (registered address if registered)
- Supplier Address for notices (if different to the Supplier Address)
- Registration number (registration number if registered)
- DUNS number (if known)
- SID4GOV ID (if known)
- Supplier's account for payment of Charges

If you have any queries, please contact the team on **info@crowncommercialservice.gov.uk**

Yours faithfully,

**Annex A
Deliverables and Specification**

**Part 1
Deliverables**

Goods	NONE
Services	<p>To be performed remotely the services under this contract will be delivered electronically The Buyer requires the following Services</p> <ol style="list-style-type: none"> 1. Mobility monitoring <ul style="list-style-type: none"> ○ To provide twice weekly outputs on Monday and Thursday showing the daily and hourly footfall by agreed upon location types and hotspots. ○ To provide twice weekly outputs on Monday and Thursday showing the daily and hourly proximity between individuals by agreed upon location types and hotspots. ○ The locations can change at any point during the contract period based upon the priorities of the Cabinet Office. 2. Forensic analysis for locations of concern <ul style="list-style-type: none"> ○ To complete forensic mobility analysis for areas of concern - this list can change at any time. This will typically include (but is not limited to): 200x200m grid analysis, origin-destination analysis (by region and for specific locations), and point of interest analysis. ○ The outputs and list of locations can be expanded/changed based on Cabinet Office needs at any point during the contract period. 3. Ad hoc mobility requests <ul style="list-style-type: none"> ○ To provide additional bespoke mobility analysis (typically similar outputs as above) for priority issues.

Part 2

1. Hotspots by Region

For the intelligence gathering, the Buyer would like the top 5-10 hotspots by NUTS1 regions. Hotspots should be defined by density (visitors divided by area) during the peak hours of the day. If this is not possible, volume of users should be used instead.

- The Supplier will perform grid analysis to extract hot spots within each NUTS1 Region.
- Focus on peak hours within those hot spots
- Analyse data for both week days vs weekend days
- Identify the categories of POI within the hotspots (Retail, parks, transit centres, and cinemas). Identify overlap with existing list of priority POIs
- Output:
 - CSV file with the following columns:
 - Src: Category (e.g. Retail, Public Transport)
 - STATE: Region within the UK (e.g. London, North West)
 - POI: Location (e.g. Oxford Street, Kings Cross Station)
 - Day: Date of visit
 - Hour: Hour of visit
 - Visitors: Extrapolated count of visitors
 - Personal distance: Calculation of personal distance based on a number of factors impacting proximity and density
 - List of hotspots by mobility
 - By category
 - By region
 - Personal distance metrics over time at POI level
 - Extrapolated visits by day and hour

2. Retail Hotspots

A sample of large retail locations (both indoor and outdoor) in the UK.

Major Retail

- London – Oxford Street
 - London - Westfield White City
 - Birmingham – New Street
 - Manchester – Arndale Centre
 - Leeds – Trinity Leeds
 - Liverpool – One Centre
 - Sheffield - Meadowhall
 - Glasgow – Buchanan Street
 - Edinburgh – Princes street
 - Cardiff – St David's
 - Belfast – Victoria Square
- The Supplier shall draw polygons around each of these locations.
 - Output:
 - CSV file with the following columns:
 - Src: Category (e.g. Retail)

- STATE: Region within the UK (e.g. London, North West)
- POI: Location (e.g. Oxford Street)
- Day: Date of visit
- Hour: Hour of visit
- Visitors: Extrapolated count of visitors
- Personal_distance: Calculation of personal distance based on a number of factors impacting proximity and density
- List of hotspots by mobility
- By category

By region

- Personal distance metrics over time at POI level
- Extrapolated visits by day and hour
- Analyse data for both week days vs weekend days

Minor retail

- A list of high streets in approx. 5-10 towns (population of circa 75-200k)
- The Supplier shall define each of these by leveraging the grid analysis to detect major traffic locations in medium to large cities/towns.
- Output:
 - .csv file with the following columns:
 - Src: Category (e.g. Retail, Public Transport)
 - STATE: Region within the UK (e.g. London, North West)
 - POI: Location (e.g. Hitchin High Street)
 - Day: Date of visit
 - Hour: Hour of visit
 - Visitors: Extrapolated count of visitors
 - Personal_distance: Calculation of personal distance based on a number of factors impacting proximity and density
- List of hotspots by mobility
 - By category
 - By region
 - Personal distance metrics over time at POI level
 - Extrapolated visits by day and hour
 - Analyse data by weekday vs. weekend

Community Hotspots

- 5 parks and 5 beaches/piers from ONS list.

The Supplier shall expand draw polygons around beaches and expand the polygons of beaches to include the immediate surrounding area (bars, restaurants, stores) where gathering of crowds may take place.

- Output:
 - CSV file with the following columns:
 - Src: Category (e.g. Beaches)
 - STATE: Region within the UK (e.g. South East)
 - POI: Location (e.g. Brighton)
 - Day: Date of visit
 - Hour: Hour of visit

- Visitors: Extrapolated count of visitors
- Personal_distance: Calculation of personal distance based on a number of factors impacting proximity and density
- List of hotspots by mobility
- By category
- By region
- Personal distance metrics over time at POI level
- Extrapolated visits by day and hour
- Analyse data by weekday vs. weekend

Transport Hotspots

- Belfast Great Victoria Station
- Birmingham New Street Station
- Bristol Templemeads Station
- Cardiff Station
- Glasgow Station
- Leeds Station
- Liverpool Central Station
- Manchester Piccadilly Station
- Newcastle Station
- Nottingham Station
- Sheffield Station
- London - Liverpool Street
- London - Kings Cross
- London - Victoria
- Output:
 - CSV file with the following columns:
 - Src: Category (e.g. Public Transport)
 - STATE: Region within the UK (e.g. North West)
 - POI: Location (e.g. Liverpool Central Station)
 - Day: Date of visit
 - Hour: Hour of visit
 - Visitors: Extrapolated count of visitors
 - Personal distance: Calculation of personal distance based on a number of factors impacting proximity and density
 - List of hotspots by mobility
 - By category
 - By region
 - Personal distance metrics over time at POI level
 - Extrapolated visits by day and hour
 - Analyse data by weekday vs. weekend
 - Deeper analysis into 'choke points' around entrance and exit locations within buildings

Annex B Charges

The Buyer will pay the Supplier monthly in arrears within 30 days of receipt of an itemized invoice containing a valid purchase order number to be supplied by the Buyer.

The total Contract Value shall not exceed £300,000.00

Annex C

Conditions

1. DEFINITIONS USED IN THE CONTRACT

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

"Buyer"	means the person identified in the letterhead of the Letter;
"Buyer Cause"	any breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier;
"Central Government Body"	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Charges"	means the charges for the Deliverables as specified in Annex B;
"Commercially Sensitive Information"	the Confidential Information listed in the email of acceptance comprising of commercially sensitive information relating to the Supplier, its intellectual property rights or its business or which the Supplier has indicated to the Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss;
"Confidential Information"	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
"Contract"	means the contract between (i) the Buyer and (ii) the Supplier which is created by the Supplier's emailing the Buyer to confirm that it accepts the contract offered in the Letter in accordance with the instructions in the Letter;
"Controller"	has the meaning given to it in the GDPR;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time, (ii) the Data Protection Act 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy;
"Data Protection"	has the meaning given to it in the GDPR;

Officer"

"Data Subject" has the meaning given to it in the GDPR;

"Data Subject Access Request" a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

"Deliver" means hand over the Deliverables to the Buyer at the address and on the date specified in Part 1 of Annex A of the Letter, which shall include unloading and any other specific arrangements agreed in any Special Term. **"Delivered"**, **"Deliveries"** and **"Delivery"** shall be construed accordingly;

"Deliverables" Good and/or Services that may be ordered under the Contract;

"DOTAS" the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;

"Electronic Invoice" an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;

"Existing IPR" any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise) including additions, enhancements, optimizations, improvements, derivatives, continuations, modifications, updates and upgrades to any of the foregoing;

"Expiry Date" means the date for expiry of the Contract as set out in the Letter;

"FOIA" means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;

"Force Majeure Event" any event, occurrence, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from acts, events, omissions, happenings or non-happenings beyond the reasonable control of the affected Party which prevent or materially delay the affected Party from performing its obligations under the Contract and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by the affected Party, including:

- a) riots, civil commotion, war or armed conflict;
- b) acts of terrorism;
- c) acts of a Central Government Body, local government or regulatory bodies;

	<p>d) fire, flood, storm or earthquake or other natural disaster,</p> <p>but excluding:</p> <p>(i) any acts, events, omissions, happenings or non-happenings arising out of or in connection to either or both coronavirus (the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)) and/or COVID-19 (the official designation of the disease which can be caused by coronavirus);</p> <p>(ii) any industrial dispute relating to the Supplier, the Supplier Staff, or</p> <p>(iii) any other failure in the Supplier or the subcontractor's supply chain;</p>
"General Anti-Abuse Rule"	<p>a) the legislation in Part 5 of the Finance Act 2013; and</p> <p>b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;</p>
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679);
"Goods"	means the goods to be supplied by the Supplier to the Buyer under the Contract;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government Data"	<p>a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's confidential information, and which: i) are supplied to the Supplier by or on behalf of the Buyer; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or b) any Personal Data for which the Buyer is the Data Controller;</p>
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Information"	has the meaning given under section 84 of the FOIA;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Insolvency Event"	in respect of a person: a) if that person is insolvent; ii) if an order is made or a resolution is passed for the winding up of the person

(other than voluntarily for the purpose of solvent amalgamation or reconstruction); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; iv) if the person makes any composition with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction;

"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"Joint Controller Agreement"	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Appendix 2 of Annex F;
"Joint Control"	where two or more Controllers jointly determine the purposes and means of Processing and "Joint Controller" shall be construed accordingly;
"Key Personnel"	means any persons specified as such in the Letter or in the email from the Supplier to the Buyer accepting the Contract or otherwise notified as such by the Buyer to the Supplier in writing;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"Letter"	the letter from the Buyer to the Supplier offering to enter into the Contract;
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise;
"Maximum Liability Amount"	the amount specified in Annex E of the Letter;
"Minimum Warranty Period"	the minimum period for which the Buyer warrants the Deliverables specified in Annex E of Letter;
"New IPR"	all and intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
"Occasion of Tax Non-Compliance"	where: a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:

	<ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the first day of the Term or to a civil penalty for fraud or evasion;
"Party"	the Supplier or the Buyer (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	has the meaning given to it in the GDPR;
"Personal Data Breach"	has the meaning given to it in the GDPR;
"Processing"	has the meaning given to it in the GDPR;
"Processor"	has the meaning given to it in the GDPR;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under the Contract;
"Prohibited Acts"	<ul style="list-style-type: none"> a) to directly or indirectly offer, promise or give any person working for or engaged by the Buyer or any other public body a financial or other advantage to: <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract; or c) committing any offence: <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud

the Buyer or other public body; or

d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;

“Protective Measures”	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
"Purchase Order Number"	means the Buyer's unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the terms of the Contract;
“Recall”	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right intellectual property rights) that might endanger health or hinder performance;
“Relevant Requirements”	applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
“Relevant Tax Authority”	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Services"	means the services to be supplied by the Supplier to the Buyer under the Contract;
"Specification"	means the specification for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in Part B of Annex A to the Letter;
“Special Term”	any special term specified in Annex D to the Letter;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where applicable, the Buyer's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any subcontractor engaged in the performance of the Supplier's obligations under the Contract;

"Supplier"	means the person named as Supplier in the Letter;
"Term"	means the period from the start date of the Contract identified in paragraph 5 of the Letter to the Expiry Date as such period may be extended in accordance with paragraph 6 of the Letter or terminated in accordance with the terms and conditions of the Contract;
"Transparency Information"	<p>the content of the Contract, including any changes to the Contract agreed from time to time, except for:</p> <p>(i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and</p> <p>(ii) Commercially Sensitive Information;</p>
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Workers"	<p>any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and</p>
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2. UNDERSTANDING THE CONTRACT

In the Contract, unless the context otherwise requires:

- 2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 2.3 the headings in this Contract are for information only and do not affect the interpretation of the Contract;
- 2.4 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
- 2.5 the singular includes the plural and vice versa;
- 2.6 a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that law; and
- 2.7 the word 'including', "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation".

3. HOW THE CONTRACT WORKS

- 3.1 The Letter is an offer by the Buyer to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.

- 3.2 The Supplier is deemed to accept the offer in the Letter when the Buyer receives an email of acceptance from the Supplier in accordance with the Letter.
- 3.3 The Supplier acknowledges it has all the information required to perform its obligations under the Contract before entering into the Contract. When information is provided by the Buyer no warranty of its accuracy is given to the Supplier.
- 3.4 The Supplier will not be excused from any obligation, or be entitled to additional Charges because it failed to either:
- (a) verify the accuracy of any information provided to the Supplier by or on behalf of the Buyer prior to the first day of the Term; or
 - (b) properly perform its own adequate checks.
- 3.5 The Buyer will not be liable for errors, omissions or misrepresentation of any information.
- 3.6 The Supplier warrants and represents all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

4. WHAT NEEDS TO BE DELIVERED

4.1 All Deliverables

- (a) The Supplier must provide Deliverables: (i) in accordance with the Specification; (ii) to a professional standard; (iii) using reasonable skill and care; (iv) using Good Industry Practice; (v) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract; (vi) on the dates agreed; and (vii) that comply with all Law.
- (b) The Supplier must provide Deliverables with a warranty of at least the Minimum Warranty Period (or longer where the Supplier offers a longer warranty period to its Buyers) from Delivery against all obvious defects.

4.2 Goods clauses

- (a) All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- (b) All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
- (c) The Supplier transfers ownership of the Goods on completion of Delivery or payment for those Goods, whichever is earlier.
- (d) Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within three Working Days of Delivery.
- (e) The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- (f) The Supplier must Deliver the Goods on the date and to the specified location during the Buyer's working hours.
- (g) The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.

- (h) All Deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- (i) The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- (j) The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and will give notice of actual or anticipated action about the Recall of the Goods.
- (k) The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- (l) The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they do not conform with clause 4.2. If the Supplier does not do this it will pay the Buyer's costs including repair or re-supply by a third party.

4.3 Services clauses

- (a) Late Delivery of the Services will be a default of the Contract.
- (b) The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
- (c) The Supplier must at its own risk and expense provide all equipment required to Deliver the Services.
- (d) The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
- (e) The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- (f) The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- (g) The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

5. PRICING AND PAYMENTS

- 5.1 In exchange for the Deliverables, the Supplier shall be entitled to invoice the Buyer for the Charges. The Supplier shall raise invoices promptly and in any event within 90 days from when the Charges are due.
- 5.2 All Charges:
 - (a) exclude VAT, which is payable on provision of a valid VAT invoice;
 - (b) include all costs connected with the supply of Deliverables.
- 5.3 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the email accepting the Contract.

- 5.4 A Supplier invoice is only valid if it:
- (a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer;
 - (b) includes a detailed breakdown of Deliverables which have been Delivered (if any); and
 - (c) does not include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge).
- 5.5 The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.
- 5.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 5.7 The Supplier must ensure that all subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, the Buyer can publish the details of the late payment or non-payment.
- 5.8 The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

6. THE BUYER'S OBLIGATIONS TO THE SUPPLIER

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

7. RECORD KEEPING AND REPORTING

- 7.1 The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in Annex E to the Letter.
- 7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract:
- (a) during the term of the Contract;
 - (b) for seven years after the date of expiry or termination of the Contract; and
 - (c) in accordance with GDPR.

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

8. SUPPLIER STAFF

- 8.1 The Supplier Staff involved in the performance of the Contract must:
- (a) be appropriately trained and qualified;
 - (b) be vetted using Good Industry Practice and in accordance with the Staff Vetting Procedures; and
 - (c) comply with all conduct requirements when on the Buyer's premises.
- 8.2 Where a Buyer decides one of the Supplier's Staff is not suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.
- 8.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 26.
- 8.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.
- 8.5 The Supplier indemnifies the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.
- 8.6 The Supplier shall use those persons nominated in the email of acceptance (if any) to provide the Deliverables and shall not remove or replace any of them unless:
- (a) requested to do so by the Buyer (not to be unreasonably withheld or delayed);
 - (b) the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or

- (c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated for material breach of contract by the employee.

9. RIGHTS AND PROTECTION

9.1 The Supplier warrants and represents that:

- (a) it has full capacity and authority to enter into and to perform the Contract;
- (b) the Contract is executed by its authorised representative;
- (c) it is a legally valid and existing organisation incorporated in the place it was formed;
- (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
- (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;
- (f) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
- (g) it is not impacted by an Insolvency Event.

9.2 The warranties and representations in clauses 3.6 and 9.1 are repeated each time the Supplier provides Deliverables under the Contract.

9.3 The Supplier indemnifies the Buyer against each of the following:

- (a) wilful misconduct of the Supplier, any of its subcontractor and/or Supplier Staff that impacts the Contract; and
- (b) non-payment by the Supplier of any tax or National Insurance.

9.4 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.

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

10. INTELLECTUAL PROPERTY RIGHTS (IPRS)

10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it and its sub-licensees to both:

- (a) receive and use the Deliverables; and
- (b) use the New IPR.

10.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs for the purpose of fulfilling its obligations under the Contract and a perpetual, royalty-free, non-exclusive licence to use any New IPRs.

- 10.3 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 10.4 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.
- 10.5 If any claim is made against the Buyer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.
- 10.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- (a) obtain for the Buyer the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights; or
 - (b) replace or modify the relevant item with substitutes that do not infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.
- 10.7 In spite of any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing with reference to the acts authorised.

11. ENDING THE CONTRACT

11.1 Ending the Contract without a reason

The Buyer has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 30 days' written notice.

11.2 When the Buyer can end the Contract

- (a) If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:
 - (i) there is a Supplier Insolvency Event;
 - (ii) if the Supplier is in breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
 - (iii) there is any material breach of the Contract;
 - (iv) there is a material default of any Joint Controller Agreement relating to the Contract;
 - (v) there is a breach of clauses 3.6, 10, 14, 15, 26 or 31;
 - (vi) if the Supplier repeatedly breaches the Contract in a way to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;

- (vii) there's a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Buyer in writing;
 - (viii) if the Buyer discovers that the Supplier was in one of the situations in 57(1) or 57(2) of the Regulations at the time the Contract was awarded; or
 - (ix) the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them.
- (b) If any of the following non-fault based events happen, the Buyer has the right to immediately terminate the Contract:
- (i) there is a change to the Contract which cannot be agreed using clause 24 or resolved using clause 33;
 - (ii) if there is a declaration of ineffectiveness in respect of any change to the Contract; or
 - (iii) any of the events in 73(1) (a) to (c) of the Regulations happen.

11.3 When the Supplier can end the Contract

The Supplier can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.

11.4 What happens if the Contract ends

- (a) Where a Party terminates the Contract under any of clauses 11.1, 11.2(a), 11.2(b), 11.3, 20.2 or 23.4 all of the following apply:
- (i) the Buyer's payment obligations under the terminated Contract stop immediately;
 - (ii) accumulated rights of the Parties are not affected;
 - (iii) the Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the termination date;
 - (iv) the Supplier must promptly delete or return the Government Data except where required to retain copies by Law;
 - (v) the Supplier must promptly return any of the Buyer's property provided under the Contract;
 - (vi) the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement;
- (b) In addition to the consequences of termination listed in clause 11.4(a), if either the Buyer terminates the Contract under clause 11.1 or the Supplier terminates the Contract under either of clauses 11.3 or 23.4:
- (i) the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and

- (ii) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated.
- (c) In addition to the consequences of termination listed in clause 11.4(a), where a Party terminates under clause 20.2 each Party must cover its own Losses.
- (d) The following clauses survive the termination of the Contract: 7, 8.5, 10, 12, 14, 15, 16, 17, 18, 33, 34 and any clauses which are expressly or by implication intended to continue.

11.5 Partially ending and suspending the Contract

- (a) Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.
- (b) The Buyer can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.
- (c) The Parties must agree (in accordance with clause 24) any necessary variation required by clause 11.5, but the Supplier may not either:
 - (i) reject the variation;
 - (ii) increase the Charges, except where the right to partial termination is under clause 11.1.
- (d) The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.5.

12. HOW MUCH YOU CAN BE HELD RESPONSIBLE FOR

- 12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than the higher of the Maximum Liability Amount or 100% of the Charges paid or payable to the Supplier.
- 12.2 No Party is liable to the other for:
 - (a) any indirect Losses; or
 - (b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:
 - (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
 - (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; or
 - (c) any liability that cannot be excluded or limited by Law.
- 12.4 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with the Contract, including any indemnities.

- 12.5 If more than one Supplier is party to the Contract, each Supplier Party is jointly and severally liable for their obligations under the Contract.

13. OBEYING THE LAW

The Supplier must, in connection with provision of the Deliverables, use reasonable endeavours to:

- (a) comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at (https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf) and such other corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time;
- (b) support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010;
- (c) not use nor allow its subcontractors to use modern slavery, child labour or inhumane treatment;
- (d) meet the applicable Government Buying Standards applicable to Deliverables which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

14. DATA PROTECTION

- 14.1 All data received by the Buyer is aggregate non-personal data. The Supplier is not instructed to process personal data as the Buyer's data processor. The Parties acknowledge that the Contract does not envisage the sharing of any personal data, but if personal data is shared, the Buyer and Supplier act as independent data controllers.
- 14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every six months.
- 14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified in writing by the Buyer.
- 14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under the Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Buyer and immediately suggest remedial action.
- 14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable:
- (a) the Buyer may request that the Parties work together and use reasonable endeavours to restore or get restored Government Data as soon as practical; and/or
 - (b) the Buyer may restore the Government Data itself or using a third party.
- 14.7 The Supplier:
- (a) must provide the Buyer with all Government Data in an agreed open format within 10 Working Days of a written request;
 - (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;

- (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
- (d) securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it; and
- (e) indemnifies the Buyer against any and all Losses incurred if the Supplier breaches clause 14 and any Data Protection Legislation.

15. WHAT YOU MUST KEEP CONFIDENTIAL

15.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) except as expressly set out in Clauses 15.2 to 15.4 or elsewhere in the Contract, not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent; and
- (c) immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

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

- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the disclosing Party's Confidential Information;
- (f) on a confidential basis, to its auditors;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis; or
- (h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

15.3 In spite of Clause 15.1, the Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Buyer at its request.

15.4 In spite of Clause 15.1, the Buyer may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Buyer;

- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
 - (c) if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - (d) where requested by Parliament; or
 - (e) under clauses 5.8 and 16.
- 15.5 For the purposes of clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 15.
- 15.6 Transparency Information is not Confidential Information.
- 15.7 The Parties must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the other Party and must take all reasonable steps to ensure that their staff do not either.
- 15.8 Notwithstanding clause 15.7, nothing in this Contract shall prohibit the Buyer from publishing details of this Contract as required under statute or other Central Government Body policy.

16. WHEN YOU CAN SHARE INFORMATION

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

17. INVALID PARTS OF THE CONTRACT

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

18. NO OTHER TERMS APPLY

The provisions incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.

19. OTHER PEOPLE'S RIGHTS IN A CONTRACT

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

20. CIRCUMSTANCES BEYOND YOUR CONTROL

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

21. RELATIONSHIPS CREATED BY THE CONTRACT

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

22. GIVING UP CONTRACT RIGHTS

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

23. TRANSFERRING RESPONSIBILITIES

- 23.1 The Supplier cannot assign, novate or transfer the Contract or any part of the Contract without the Buyer's written consent.
- 23.2 The Buyer can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Buyer.
- 23.3 When the Buyer uses its rights under clause 23.2 the Supplier must enter into a novation agreement in the form that the Buyer specifies.
- 23.4 The Supplier can terminate the Contract if it is novated under clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- 23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 23.6 If the Buyer asks the Supplier for details about subcontractors, the Supplier must provide details of subcontractors at all levels of the supply chain including:
- (a) their name;
 - (b) the scope of their appointment; and
 - (c) the duration of their appointment.

24. CHANGING THE CONTRACT

- 24.1 Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. The Buyer is not required to accept a variation request made by the Supplier.

- 24.2 For 101(5) of the Regulations, if the Court declares any variation to the Contract ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that variation and as if the Parties had never entered into that variation.

25. HOW TO COMMUNICATE ABOUT THE CONTRACT

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

26. PREVENTING FRAUD, BRIBERY AND CORRUPTION

- 26.1 The Supplier must not during the Term:
- (a) commit a Prohibited Act or any other criminal offence referred to in the Regulations 57(1) and 57(2); or
 - (b) do or allow anything which would cause the Buyer, including any of its employees, consultants, contractors, subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.
- 26.2 The Supplier must during the Term:
- (a) create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its subcontractors to do the same;
 - (b) keep full records to show it has complied with its obligations under Clause 26 and give copies to the Buyer on request; and
 - (c) if required by the Buyer, within 20 Working Days of the first day of the Term, and then annually, certify in writing to the Buyer, that they have complied with Clause 26, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.
- 26.3 The Supplier must immediately notify the Buyer if it becomes aware of any breach of Clauses 26.1 or 26.2 or has any reason to think that it, or any of the Supplier Staff, has either:
- (a) been investigated or prosecuted for an alleged Prohibited Act;
 - (b) been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
 - (c) received a request or demand for any undue financial or other advantage of any kind related to the Contract; or
 - (d) suspected that any person or Party directly or indirectly related to the Contract has committed or attempted to commit a Prohibited Act.

26.4 If the Supplier notifies the Buyer as required by Clause 26.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the audit of any books, records and relevant documentation.

26.5 In any notice the Supplier gives under Clause 26.3 it must specify the:

- (a) Prohibited Act;
- (b) identity of the Party who it thinks has committed the Prohibited Act; and
- (c) action it has decided to take.

27. EQUALITY, DIVERSITY AND HUMAN RIGHTS

27.1 The Supplier must follow all applicable equality law when they perform their obligations under the Contract, including:

- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
- (b) any other requirements and instructions which the Buyer reasonably imposes related to equality Law.

27.2 The Supplier must take all necessary steps, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.

28. HEALTH AND SAFETY

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

- (a) all applicable Law regarding health and safety; and
- (b) the Buyer's current health and safety policy while at the Buyer's premises, as provided to the Supplier.

28.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at the Buyer premises that relate to the performance of the Contract.

29. ENVIRONMENT

29.1 When working at the Buyer's premises, the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

29.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

30. TAX

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

30.2 Where the Charges payable under the Contract are or are likely to exceed £5 million at any point during the Term, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify the Buyer of it within 5 Working Days including:

- (a) the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
 - (b) other information relating to the Occasion of Tax Non-Compliance that the Buyer may reasonably need.
- 30.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Contract, the Supplier must both:
 - (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
 - (b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 30.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
 - (a) the Buyer may, at any time during the Term, request that the Worker provides information which demonstrates they comply with clause 30.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
 - (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
 - (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with clause 30.3 or confirms that the Worker is not complying with those requirements; and
 - (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

31. CONFLICT OF INTEREST

- 31.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer (a "**Conflict of Interest**").
- 31.2 The Supplier must promptly notify and provide details to the Buyer if a Conflict of Interest happens or is expected to happen.
- 31.3 The Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

32. REPORTING A BREACH OF THE CONTRACT

- 32.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of Law, clause 13 or clauses 26 to 31.
- 32.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 32.1.

33. RESOLVING DISPUTES

- 33.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute.
- 33.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 33.3 to 33.5.
- 33.3 Unless the Buyer refers the dispute to arbitration using clause 33.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- (a) determine the dispute;
 - (b) grant interim remedies; and
 - (c) grant any other provisional or protective relief.
- 33.4 The Supplier agrees that the Buyer has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 33.5 The Buyer has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 33.4, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 33.4.
- 33.6 The Supplier cannot suspend the performance of the Contract during any dispute.

34. WHICH LAW APPLIES

This Contract and any claim, dispute or difference (whether contractual or non-contractual) arising out of, or connected to it, are governed by English law.

Annex D
Special Terms – NOT USED

Annex E
Contract Management Information

PAYMENT

All invoices must be sent, quoting a valid purchase order number (PO Number), to:

REDACTED

Within **10** Working Days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.

If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to

REDACTED

BUYER'S ADDRESS FOR NOTICES:

REDACTED

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED

PROCEDURES AND POLICIES

For the purposes of the Contract contact REDACTED

The Buyer may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check.

The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.

PROGRESS REPORT FREQUENCY

To provide twice weekly outputs on Monday and Thursday showing the daily and hourly footfall by agreed upon location types and hotspots.

To provide twice weekly outputs on Monday and Thursday showing the daily and hourly proximity between individuals by agreed upon location types and hotspots

PROGRESS MEETING FREQUENCY

Weekly updates

MINMUM WARRANTY PERIOD

NOT APPLICABLE

MAXIMUM LIABILITY AMOUNT

100% of the Charges

Annex F Processing Data

Status of the Controller

1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the Data Protection Act 2018. A Party may act as:
 - (a) “Controller” in respect of the other Party who is “Processor”;
 - (b) “Processor” in respect of the other Party who is “Controller”;
 - (c) “Joint Controller” with the other Party;
 - (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under a Contract and shall specify in Appendix 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

2. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Appendix 1 (*Processing Personal Data*) by the Controller.
3. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
4. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
5. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
 - (a) Process that Personal Data only in accordance with Appendix 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Conditions, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and

- (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Appendix 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Annex F, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Conditions;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
 - (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
6. Subject to paragraph 7 of this Annex F, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.
7. The Processor's obligation to notify under paragraph 6 of this Annex F shall include the provision of further information to the Controller, as details become available.

8. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Annex F (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
 - (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
9. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Annex F. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
10. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
11. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
12. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
 - (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Annex F such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
13. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
14. The Buyer may, at any time on not less than thirty (30) Working Days' notice, revise this Annex F by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
15. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

16. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with GDPR Article 26 based on the terms set out in Appendix 2 to this Annex F.

Independent Controllers of Personal Data

17. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
18. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
19. Where a Party has provided Personal Data to the other Party in accordance with paragraph 7 of this Annex F above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
20. The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
21. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the GDPR); and
 - (c) where it has recorded it in Appendix 1 (*Processing Personal Data*).
22. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.
23. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.
24. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
 - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or

- (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 25. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 26. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Appendix 1 (*Processing Personal Data*).
- 27. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Appendix 1 (*Processing Personal Data*).
- 28. Notwithstanding the general application of paragraphs 2 to 15 of this Annex F to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 16 to 27 of this Annex F.

Appendix 1 - Processing Personal Data

This Appendix shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Appendix shall be with the Buyer at its absolute discretion.

1. The contact details of the Buyer's Data Protection Officer are: REDACTED
2. The contact details of the Supplier's Data Protection Officer are: REDACTED
3. The Processor shall comply with any further written instructions with respect to Processing by the Controller.
4. Any such further instructions shall be incorporated into this Appendix.

Description	Details
Identity of Controller for each Category of Personal Data	The Parties are Independent Controllers of Personal Data The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of any personal data processed in relation to the services. In particular, the Buyer will only receive non-personal data from the Supplier, and the Supplier is not instructed by the Buyer to process personal data on its behalf. The Supplier acts as an independent data controller and is not the data processor of the Buyer.
Duration of the Processing	Not applicable.
Nature and purposes of the Processing	Not applicable.
Type of Personal Data	None.
Categories of Data Subject	None.

Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	Not applicable.
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Annex G Management Charges and Information

3. Definitions and Interpretation

3.1 In this Annex G, unless the context otherwise requires, the following capitalised expressions shall have the meanings set out in this paragraph 1:

"Admin Fee"	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period;
"MI Failure"	means when an MI Report: <ul style="list-style-type: none">a) contains any material errors or material omissions or a missing mandatory field; orb) is submitted using an incorrect MI Reporting Template; orc) is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with Annex G (<i>Management Charges and Information</i>); and
"MI Reporting Template"	means the form of report set out in the Appendix to Annex G (<i>Management Charges and Information</i>) setting out the information the Supplier is required to supply to CCS.

4. How to provide management information to CCS

4.1 The Supplier shall, at no charge, provide timely, full, accurate and complete MI Reports to CCS which incorporate the data, in the correct format, required by the MI Reporting Template and such guidance that CCS may issue from time to time.

4.2 The initial MI Reporting Template is set out in the Appendix to this Annex G and the Supplier shall use any updated version that CCS provides to it from time to time (including the data required and/or format) and issue a replacement version. The Supplier may not make any amendment to the current MI Reporting Template without the prior written approval of CCS.

5. Reporting period

5.1 The Supplier must complete an MI Report and return it to CCS by the fifth Working Day of every month during the Term and thereafter until all transactions relating to the Contract have permanently ceased. If at any point there is a period of a month where no reportable transactions occur, then the Supplier must make a declaration to CCS confirming no business has been conducted, in place of data submission.

5.2 In an MI Report, the Supplier must report contract data that is one month in arrears. For example, if an invoice is raised for October but the work was actually completed in September, the Supplier must report the invoice in October's MI Report and not September's. Each order for Deliverables received by the Supplier must be reported only once, i.e. when the order is received.

6. Submitting the information

6.1 The Supplier shall complete each MI Report electronically and upload it to the CCS data submission service available at: <https://www.reportmi.crowncommercial.gov.uk>

6.2 CCS may reasonably require that MI Reports be submitted by an alternative means such as email.

6.3 Where requested by CCS, the Supplier shall provide Management Information to a Buyer as specified by CCS.

6.4 The Supplier shall:

4.4.1 promptly after the first day of the Term provide an e-mail and/or postal address to which CCS will send invoices for the Management Charge and monthly statements relating to the invoicing of the Management Charge;

4.4.2 promptly after the first day of the Term provide at least one contact name and contact details for the purposes of queries relating to either Management Information or invoicing; and

4.4.3 immediately notify CCS of any changes to the details previously provided to CCS under this Paragraph 4.4.

6.5 The Supplier shall notify CCS of any changes to the details provided to CCS under Paragraph 4.4.

7. How CCS can use the Management Information

7.1 The Supplier grants CCS a non-exclusive, transferable, perpetual, irrevocable, royalty free licence to:

7.1.1 use and to share with any Buyer; and/or

7.1.2 publish (subject to any information that is exempt from disclosure in accordance with the provisions of FOIA, being redacted),

any Management Information supplied to CCS for CCS' normal operational activities including monitoring public sector expenditure, identifying savings or potential savings and planning future procurement activity.

7.2 CCS may consult with the Supplier to inform its decision to publish information. However, CCS shall retain absolute discretion regarding the extent, content and format of any disclosure.

7.3 Following receipt of the completed MI Report, CCS will invoice the Supplier for the Management Charge payable for the month to which that MI Report relates.

8. Paying the Management Charge

8.1 The Management Charge excludes VAT which is payable on provision of a valid VAT invoice.

8.2 The Supplier shall pay CCS the Management Charge (and other charges payable in accordance with this Annex G) in cleared funds within 30 days of receipt by the Supplier of an undisputed and valid invoice to such bank or building society account set out in the invoice.

9. What happens if the Management Charge is not paid?

9.1 CCS may take action on outstanding invoices by:

9.1.1 issuing the Supplier with reminders that an invoice payment is due and/or overdue; and/or

9.1.2 charging statutory interest and charges on overdue invoices, as per the Late Payment of Commercial Debts (Interest) Act 1998; and/or

9.1.3 suspending this Contract until such time that overdue invoices are paid; and/or

9.1.4 terminating this Contract.

10. What happens if the Management Information is wrong?

10.1 If the Supplier or CCS identify error(s) and/or omission(s) in historic MI Report(s), the Supplier must provide corrected MI Report(s) to CCS on or before the date when the next MI Report is due. Corrections may be either in the form of an addendum to the next MI Report, or a resubmission of existing historic returns, at the discretion of CCS.

- 10.2 Following an MI Failure, CCS may issue reminders to the Supplier and require the Supplier to complete the MI Report correctly. The Supplier shall rectify any deficient or incomplete MI Report as soon as possible and not more than five (5) Working Days following receipt of any such reminder.

Meetings

- 10.3 The Supplier agrees to attend meetings between the Parties to discuss the circumstances of any MI Failure(s) at the request of CCS. If CCS requests such a meeting the Supplier shall propose and document measures to ensure that the MI Failure(s) are corrected and do not occur in the future.

Admin Fees

- 10.4 If, in any rolling three (3) month period, two (2) or more MI Failures occur, the Supplier acknowledges and agrees that CCS shall have the right to invoice the Supplier for Admin Fee(s) with respect to any MI Failures as they arise in subsequent months.
- 10.5 The Supplier acknowledges and agrees that the Admin Fees are a fair reflection of the additional costs incurred by CCS as a result of the Supplier failing to provide Management Information as required by this Contract.

11. What happens if Management Information Reports are not provided?

- 11.1 If two (2) MI Reports are not provided in any rolling six (6) month period then an MI Default shall be deemed to have occurred and CCS may:
- 11.1.1 charge and the Supplier shall pay a Default Management Charge in respect of the months in which the MI Default occurred and subsequent months in which they continue, calculated in accordance with Paragraph 9.2.1 and/or
 - 11.1.2 suspend this Contract until such time that deficient MI Reports(s) are rectified; and/or
 - 11.1.3 terminate this Contract.
- 11.2 The Default Management Charge shall be the higher of:
- 11.2.1 the average Management Charge paid or payable by the Supplier in the previous six (6) month period or, if the MI Default occurred within less than six (6) months from the first day of the first Term, in the whole period preceding the date on which the MI Default occurred; or
 - 11.2.2 the sum of five hundred pounds (£500).
- 11.3 If the Supplier provides sufficient Management Information to rectify any MI Default(s) to the satisfaction of CCS and the Management Information demonstrates that:
- 11.3.1 the Supplier has overpaid the Management Charge as a result of the application of the Default Management Charge then the Supplier shall be entitled to a refund of the overpayment from CCS, net of any Admin Fees where applicable; or
 - 11.3.2 the Supplier has underpaid the Management Charge during the period when a Default Management Charge was applied, then CCS shall be entitled to immediate payment of the balance as a debt together with interest.

Appendix to Annex G: MI Reporting Template



Minimum Standard MI
Template FINAL .xls