



Crown
Commercial
Service

Cabinet Office

- and -

Barnett Waddingham LLP

ANNEXES

Relating to

Provision of Death in Service Insurance for GCO

CCFI17A01

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ANNEX 1 – TERMS AND CONDITIONS

1 INTERPRETATION

1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter;
“Award Letter”	means the letter (including the Annexes thereto) from the Customer to the Supplier via the e-Sourcing Suite at the point of award;
“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: <ul style="list-style-type: none">(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 Services as specified in the Award Letter;
“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;
“Customer”	means the person named as Customer in the Award Letter;
“DPA”	means the Data Protection Act 1998;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;
“Request for	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term

Information”	“request” shall apply);
“Services”	means the services to be supplied by the Supplier to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
“Start Date”	means the commencement date of the Agreement as set out in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Supplier”	means the person named as Supplier in the Award Letter;
“Term”	means the period from the Start Date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 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;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

2 BASIS OF AGREEMENT

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer, within seven days of the date of the award letter, of a copy of the Award Letter countersigned by the Supplier.

3 SUPPLY OF SERVICES

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
- 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
 - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
 - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
 - 3.2.4 ensure that the Services shall conform with all descriptions, requirements, service levels and specifications set out in the Specification;
 - 3.2.5 comply with all applicable laws; and
 - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

4 TERM

- 4.1 The Agreement shall take effect on the Start Date and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Customer may extend the Agreement for a period of up to six months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5 CHARGES, PAYMENT AND RECOVERY OF SUMS DUE

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the

Services supplied in the invoice period.

- 5.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
 - 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
 - 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
 - 5.8.3 In this clause 5.8, “sub-contract” means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6 PREMISES AND EQUIPMENT

- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer’s premises by the Supplier or the Staff shall be at the Supplier’s risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Customer’s premises, on completion of the Services or termination or expiry of the Agreement (whichever is the

earlier) the Supplier shall vacate the Customer's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Supplier or any Staff, other than fair wear and tear.

- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7 STAFF AND KEY PERSONNEL

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
 - 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
 - 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,and the Supplier shall comply with any such notice.
- 7.2 The Supplier shall:
 - 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
 - 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
 - 7.2.3 procure that all Staff comply with any rules, regulations and requirements

reasonably specified by the Customer.

- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, parental leave and termination of employment or other extenuating circumstances.
- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8 ASSIGNMENT AND SUB-CONTRACTING

- 8.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 8.2 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

9 INTELLECTUAL PROPERTY RIGHTS

- 9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer or the respective owner of such intellectual property rights but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Supplier hereby grants the Customer:
 - 9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
 - 9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
 - (a) any intellectual property rights vested in or licensed to the Supplier on

the date of the Agreement; and

- (b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

- 9.4 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer 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 Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

10 GOVERNANCE AND RECORDS

10.1 The Supplier shall:

- 10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and

- 10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.

- 10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

11 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY

11.1 Subject to clause 11.2, each Party shall:

- 11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

- 11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

- 11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

- 11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;

- 11.2.2 to its auditors or for the purposes of regulatory requirements;
- 11.2.3 on a confidential basis, to its professional advisers;
- 11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- 11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and
- 11.2.6 where the receiving Party is the Customer:
- (a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
 - (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
 - (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
 - (d) in accordance with clause 12.

AND FOR THE PURPOSES OF THE FOREGOING, REFERENCES TO DISCLOSURE ON A CONFIDENTIAL BASIS SHALL MEAN DISCLOSURE SUBJECT TO A CONFIDENTIALITY AGREEMENT OR ARRANGEMENT CONTAINING TERMS NO LESS STRINGENT THAN THOSE PLACED ON THE CUSTOMER UNDER THIS CLAUSE 11.

- 11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
- 11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement

in any way, except with the prior written consent of the Customer.

12 FREEDOM OF INFORMATION

12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:

12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;

12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;

12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and

12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.

12.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13 PROTECTION OF PERSONAL DATA AND SECURITY OF DATA

13.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.

13.2 Notwithstanding the general obligation in clause 13.1, where the Supplier is processing Personal Data for the Customer as a data processor (as defined by the DPA) the Supplier shall:

13.2.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh

Data Protection Principle in Schedule 1 to the DPA;

13.2.2 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;

13.2.3 promptly notify the Customer of:

(a) any breach of the security requirements of the Customer as referred to in clause 13.3; and

(b) any request for personal data; and

13.2.4 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA.

13.3 When handling Customer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.

14 LIABILITY

14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.

14.2 Subject always to clauses 14.3 and 14.4:

14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and

14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:

(a) loss of profits;

(b) loss of business;

(c) loss of revenue;

(d) loss of or damage to goodwill;

(e) loss of savings (whether anticipated or otherwise); and/or

(f) any indirect, special or consequential loss or damage.

- 14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:
- 14.3.1 death or personal injury caused by its negligence or that of its Staff;
 - 14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or
 - 14.3.3 any other matter which, by law, may not be excluded or limited.
- 14.4 The Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

15 FORCE MAJEURE

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

16 TERMINATION

- 16.1 The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
- 16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:
- 16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
 - 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as 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 Agreement;
 - 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
 - 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;
 - 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this

- clause 16.2.6) in consequence of debt in any jurisdiction; or
- 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Supplier shall:
- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
- 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17 COMPLIANCE

- 17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 17.2 The Supplier shall:
- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
- 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.3 The Supplier shall:
- 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and
- 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.
- 17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.
- 17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the

provisions of:

17.5.1 the Official Secrets Acts 1911 to 1989; and

17.5.2 section 182 of the Finance Act 1989.

18 PREVENTION OF FRAUD AND CORRUPTION

18.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or

18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

19 DISPUTE RESOLUTION

19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "**Mediator**") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20 GENERAL

20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.

20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.

- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21 NOTICES

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

22 GOVERNING LAW AND JURISDICTION

The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

ANNEX 2 – PRICE SCHEDULE

1. Projected Cost Year 1
 - **REDACTED**

ANNEX 3 – STATEMENT OF REQUIREMENT

1. PURPOSE

- 1.1 This statement of requirements is to procure insurance cover for death in service (“DIS”) for employees of the Government Commercial Organisation (“GCO”).
- 1.2 The GCO is an employer of senior commercial staff across government. It will offer unique terms and conditions to its specialist employees, including a pension from Standard Life. This pension does not include DIS insurance cover.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 Cabinet Office is a Ministerial UK Government department that provides support to the Prime Minister and, in partnership with HM Treasury, are the corporate headquarters for government.
- 2.2 The GCO is a business unit within Cabinet Office.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 The Government has established the Government Commercial Function (GCF) to work as a function (profession) across government departments and agencies to increase the commercial capability of all staff and improve commercial outcomes.
- 3.2 As part of a transformation programme to increase the attractiveness of the profession and upskill senior staff the government has agreed to offer unique terms and conditions to senior commercial staff. This improved offer in pay is offset in part by changes to pension arrangements. As a result pension cover is being procured from the private sector and employees on the new terms and conditions will not be eligible for Civil Service pensions.
- 3.3 The GCO has been set up to manage this change to the government employment model. The GCO’s mission is to recruit, develop, retain, and deploy the best UK senior commercial talent on government’s commercial priorities.
- 3.4 The GCO is currently transitioning existing staff who are assessed as suitable (high-level of expertise) from departments into the GCO. The transition process is happening in waves with the full transition of staff from the main government departments expected to be completed by the end of 2017 calendar year. The first transitioning department to the GCO will be the Department for Work and Pensions (DWP), whose transition took place on the 1st February 2017, followed closely by other departments over the 2017 period. The GCO will provide a pension from Standard Life, which does not include DIS insurance cover. It is important that this insurance is in place quickly in the event that a DIS incident occurs enabling cover for any liabilities that may subsequently result.

4. DEFINITIONS

Expression or Acronym	Definition
GCF	means Government Commercial Function.
GCO	means Government Commercial Organisation.
DIS	means death in service.

5. SCOPE OF REQUIREMENT

- 5.1 Specific details of individuals are currently not available as the transition details are still being finalised.
- 5.2 DIS insurance cover is expected to provide 3 times the individuals salary should they die in service. The cover is initially required for up to 200 employees, but the option to scale this up

must also be provided, with the expectation that the GCO will employ more than 500 specialists in due course. Potential providers should provide cost estimates for up-to an initial 200 employees, and an indication of potential costs for up to 500 employees.

- 5.3 The pay scales for GCO staff, with an estimate of the distribution across the 3 specialist grades are as follows:

Specialist Level	Base Pay Low	Base Pay Mid	Base Pay High	Non-consolidated Performance Related Pay	Distribution of Staff across Specialist
Senior Commercial Specialist	£130k to £170k	£170k to £180k	£180k to £190k	20%	10%
Commercial Specialist	£90k to £115k	£115k to £125k	£125k to £130k	20%	30%
Associate Commercial Specialist	£65k to £85k	£85k to £90k	£90k to £95k	15%	60%

6. THE REQUIREMENT

- 6.1 See paragraph 5.2 above. The requirement is to provide insurance cover initially for 1 year, with the option to extend for up to 3 years.
- 6.2 DIS cover ideally should be in place prior to the first transitioning department to the GCO, which is scheduled for the beginning of March 2017
- 6.3 Below is an estimate of the staff numbers that will be employed over the next 3 years:

Specialist Level	16/17	17/18	18/19	19/20
Senior Commercial Specialist	4	32	42	42
Commercial Specialist	10	81	101	101
Associate Commercial Specialist	21	193	258	258
Total	35	306	401	401
50% requiring insurance	17.5	153	200.5	200.5

- 6.4 The assumption is that c.50% of these will take up the GCO new terms and conditions and will require the DIS cover as set out in this Statement of Requirements.

7. KEY MILESTONES

- 7.1 Insurances must be in place as soon as possible in March 2017 and if not then, the earliest commencement date should be stated by the bidder.
- 7.2 The Potential Provider should note the following project milestones that the Authority will measure the quality of delivery against:

Milestone	Description	Timeframe
1	Insurance in place and operational.	As per paragraph 7.1 above.

8. AUTHORITY'S RESPONSIBILITIES

- 8.1 The Authority shall be responsible for providing access to the needed information for the provider during the engagement.
- 8.2 Please note the GCO requires to have DIS cover in place quickly but cannot at this stage be specific about individuals that will need to be covered. The procurement needs to take place on

the basis of estimates that have been obtained. Whilst we believe these estimates to be reasonable, we cannot guarantee them.

9. REPORTING

9.1 The Provider will be expected to agree the reporting requirements (information and frequency) with the Authority in relation to the provision of the insurances and services expected.

10. VOLUMES

10.1 The insurance for DIS is to cover up to 200 employees for a minimum of one year.

11. CONTINUOUS IMPROVEMENT

11.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

11.2 The Supplier should present new ways of working, where relevant, to the Authority during Contract review meetings.

11.3 Any changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

12. QUALITY

12.1 We require the insurances to be procured from reputable organisations possessing the suitable insurance cover accreditation and/or certifications.

13. PRICE

13.1 Our estimated costs for the insurance is:

13.1.1 DIS insurance, on the basis of 3 times salary for 200 employees is c. £**REDACTED**.

13.2 Prices are to be submitted via the [e-Sourcing Suite] [Appendix E] excluding VAT.

14. STAFF AND CUSTOMER SERVICE

14.1 The Authority requires the Potential Provider to provide a sufficient level of resource throughout the duration of the Procurement of Death in Service Insurance Cover for the GCO Contract in order to consistently deliver a quality service to all Parties.

14.2 Potential Provider's staff assigned to the Procurement of Death in Service Insurance Cover for the GCO Contract shall have the relevant qualifications and experience to deliver the Contract.

14.3 The Potential Provider shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

15. SERVICE LEVELS AND PERFORMANCE

15.1 The key performance requirements for this procurement are timing: that the insurance is procured and in place by the beginning of March 2017 or as soon thereafter as possible. Secondly, that the insurance procured is from a reputable company with the suitable insurance certifications.

15.2 The Provider will be expected to agree any ongoing service levels and performance reporting requirements (information and frequency) with the Authority in relation to the provision of the insurances and services expected.

16. PAYMENT

16.1 Supplier invoicing requirements and payment methods will be agreed between the supplier and Authority.

16.2 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

16.3 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

17. LOCATION

17.1 The Commercial Capability Programme Team are based at **REDACTED**. It is envisaged that the supplier will be able to administer the services specified from their own offices, unless agreed otherwise.

ANNEX 4 – SUPPLIERS RESPONSE

REDACTED

ANNEX 5 – CLARIFICATIONS

Not applicable

ANNEX 6 – ADDITIONAL TERMS & CONDITIONS

REDACTED

Part B – Service Schedule

REDACTED

Part C – Terms of Business

These Terms of Business (“terms”) apply to the delivery of the Services by Barnett Waddingham LLP to yourselves pursuant to a letter (“the Engagement Letter” and Schedules) enclosing these terms. In the event of any inconsistency between the Engagement Letter and these terms, the Engagement Letter shall prevail. The Engagement Letter, any schedules and these terms together constitute “the Agreement” between us. Acceptance of our commencement of the provision of services to you shall be deemed to be acceptance of this Agreement. This Agreement shall be governed by, and construed in accordance with, English Law. The English courts shall have exclusive jurisdiction to hear any disputes that may arise between the parties in respect of matters dealt with under this Agreement. The headings in these terms are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.

Please note that all our communications and associated documentation will be provided in English.

Barnett Waddingham LLP, **REDACTED** is authorised and regulated by the Financial Conduct Authority (FCA). The FCA can be contacted at The Financial Conduct Authority, 25 The North Colonnade, Canary Wharf, London E14 5HS.

Our FCA Register number is 494494. You can check this on the FCA’s Register by visiting the FCA’s website www.fca.org.uk/register or by contacting the FCA on 0845-606 1234.

Notice of treatment as a Professional Client

On the information you have given us, we have categorised you as a Professional Client.

Due to this categorisation you are not entitled to the protections given to Retail Client Investors under the Conduct of Business Sourcebook of the Financial Conduct Authority. Protection in the areas detailed below will not apply because, when advising you, we assume that you are able to protect your own interests.

Please note that you have the right to request an alternative client categorisation, which could benefit from a higher level of protection. Any such request should be made in writing to the registered address detailed above. Amendment of your client categorisation will not necessarily mean that you will become an eligible complainant, and thus have access to the Financial Ombudsman Service, as per the FCA’s Dispute Resolution Sourcebook.

Understanding of Risk

Where we make a recommendation to you we will assume that you have the necessary level of experience and knowledge with which to understand the risks involved in the transaction. Furthermore, we will assume that you are financially able to bear any related investment risks consistent with your specified investment objectives.

Where we do provide a recommendation, we will however explain the possible disadvantages to you within the

associated suitability report.

T1. Our service

Barnett Waddingham LLP is committed to maintaining the highest standard of professional service. In the event that you do encounter any problem please contact either the partner responsible, in the first instance, or any other partner, or direct to our registered office at

Barnett Waddingham LLP

REDACTED

Tel: **REDACTED**

Fax: **REDACTED**

Our services are provided in accordance with professional practice and guidelines current during the performance of our services and on the basis of our understanding of the proper interpretation of applicable laws, court decisions, regulations and interpretations of the law in existence on the date on which the advice is provided.

If advice is being provided this may be delivered in a number of formats, but we will generally supply formal written advice (either on paper or electronically) on completion of the Services or an element of the Services. No reliance shall be placed by you on any draft or interim advice or report or any draft or interim presentation. Where you wish to rely on advice other than formal written advice, you shall inform us and we shall supply documentary confirmation of the advice concerned.

Insurance

We offer products from a range of insurers for Wellbeing Solutions centred around health-related benefits such as life insurance, income protection and private medical care.

Investment (Our Investment Consulting and Employee Benefit Services)

Independent advice – We will advise and make recommendation for you after we have assessed your needs. Our recommendation will be based on comprehensive and fair analysis of the market.

Barnett Waddingham LLP will be entitled to assume that all advice given to you by previous advisers or other advisers is correct. Barnett Waddingham LLP will only review such advice if you specifically ask us to do so and if it is reasonable for us to do so.

All communication between Barnett Waddingham LLP and you or your agents relevant to the provision of the Services shall be made in English and you or your agents shall arrange for any nonEnglish correspondence and other materials reasonably required by Barnett Waddingham LLP to be translated into English.

You agree not to warrant or imply to third parties that the Services provided by Barnett Waddingham LLP extend beyond the Services provided by Barnett Waddingham LLP under the terms of this Agreement.

T2. Regulatory disclosure

Barnett Waddingham LLP is authorised and regulated by the Financial Conduct Authority and licensed by the Institute and Faculty of Actuaries for a range of investment business activities.

Any regulated activities which Barnett Waddingham LLP provides to you under this Agreement including arrangements for complaints or redress if something goes wrong, is regulated by the Financial Conduct Authority. Regulated activities include the advising or arranging of regulated investments, as defined in the Financial Services and Markets Act 2000 (Regulated Activities) order 2001. The Engagement Letter and subsequent communications (relating to changes in services) will set out which activities we consider to be regulated.

We are covered by the Financial Services Compensation Scheme (FSCS) should we be unable to meet our obligations. This depends upon the type of business and the circumstances of the claim. This covers most types of investment business up to a maximum limit of £50,000. Insurance advising and arranging is covered for 90% of the claim without any upper limit.

However it is important to note that the FCA's rules and the availability of recourse to the Financial Services Compensation Scheme relates only to 'eligible complainants'.

The FCA specifies that an eligible complainant must be a person that is:

- a) a private individual;
- b) a 'micro entity' which is currently defined as a business, which employs fewer than 10 staff **and** has a group annual turnover of less than €2 million at the time the complainant refers the complaint to the respondent;
- c) a charity, which has an annual income of less than £1 million at the time the complainant refers the complaint to the respondent; or
- d) a trustee of a trust which has a net asset value of less than £1 million at the time the complainant refers the complaint to the respondent.

Further information about the compensation scheme arrangements is available from the FSCS.

If you have any complaint about our dealings with you it should be addressed to our Compliance Officer at:

Barnett Waddingham LLP

REDACTED

Telephone: **REDACTED**

We are, however, required by the Financial Conduct Authority to carry out at least a minimum level of professional indemnity insurance (PII).

Our PII is provided by multiple insurers as obtained via our broker; Willis Ltd. Willis Ltd can be contacted via the details below, although all queries relating to our insurance should in the first instance be directed to Barnett Waddingham LLP.

Willis Ltd.

REDACTED

Tel: REDACTED

T3. Billing policy

We will bill on a monthly basis in £ sterling, based on the rates/amounts set out in the Engagement Letter. You should note that higher rates may be charged if circumstances require particularly fast response times, or where delegation is not possible, or for working under particularly difficult conditions.

We do not make any charge for support services such as general maintenance of computer software and we do not normally charge for disbursements except where they are significant, for example external printing costs.

All invoices are due for payment within 30 days of receipt. In the event that invoices remain outstanding after 30 days we reserve the right to charge interest from the date of the invoice at up to 4% per annum above NatWest base rate on the balance outstanding.

If we carry out work for you, but the fees for that work are paid for by a third party and the third party does not pay our invoices for whatever reason, then we reserve the right to invoice you directly instead.

We also reserve the right, in exceptional circumstances, to suspend the provision of some or all of the Services either if payment is not made, or if you do not provide the information required in accordance with this Agreement.

Our VAT registration number is: 868052700

T4. E-mail policy

Barnett Waddingham LLP scans all incoming and outgoing messages, and takes other precautions to protect against computer viruses. Despite this, we cannot guarantee that e-mails from us are virusfree or that they will not damage your systems. Consequently, we cannot accept responsibility or liability should any such damage happen.

Internet e-mail messages are not secure and neither Barnett Waddingham LLP nor yourselves (or individuals acting on your behalf) should assume that information passed between us by e-mail will remain confidential. We accept no liability should any e-mailed information be seen by an unintended third party.

We reserve the right to change our e-mail system or procedures and will inform you if we consider that any change materially affects our links with you.

T5. Anti-bribery provision

Barnett Waddingham LLP has a zero tolerance to bribery. Further details of our anti-bribery policy are available upon request.

The parties shall comply with all applicable antibribery laws. The parties will make reasonable efforts to comply with requests for information to enable the other party to ensure compliance with applicable anti-bribery laws.

In connection with this contract, the parties confirm that they have not given or promised to give, and will not make, offer, agree to make or authorise any payment or transfer of value, directly or indirectly to any private individual or company, whether or not acting in the capacity of a public official or agent, wherever they are located in order to:

- a) Gain any commercial, contractual or regulatory advantage in an way which is unethical; or in order to

- b) Gain any personal advantage, pecuniary or otherwise, for the individual or anyone connected with the individual

The parties agree that breach of these anti-bribery commitments shall be considered a material breach of this contract and that either party may immediately seek remedies, including termination where it believes in good faith that the warranties under these anti-bribery commitments have been breached by the other party without owing to the other any damages or indemnification resulting from such termination.

T6. Your responsibilities

You confirm, for yourselves and your successors, that you have the power to make the appointment on the basis set out in the terms, the Engagement Letter, and the schedules.

It is your responsibility to provide us with such information and within such timescales as we may reasonably request to enable us to provide the agreed Services. You shall use your best endeavours to procure such information and Barnett Waddingham LLP shall be under no obligation to provide such services if this information and data are not supplied.

Barnett Waddingham LLP will not be liable if you (or a third party acting on your behalf) supply us with information you are not entitled to disclose, or which infringes the rights of any third party.

At the outset of this Agreement with Barnett Waddingham LLP, you will put in place and maintain all the authorities needed by Barnett Waddingham LLP to carry out its obligations under this Agreement. Notwithstanding any other provisions of this Agreement, Barnett Waddingham LLP shall not be obliged to provide any services which might be unlawful or require regulatory or other approval, consent or authority which has not been obtained. If Barnett Waddingham LLP becomes aware that any such authority is required to perform the Services then Barnett Waddingham LLP shall notify you promptly. You shall indemnify Barnett Waddingham LLP for any failure effectively to grant Barnett Waddingham LLP such authority.

The performance of Barnett Waddingham LLP's duties and obligations under this Agreement shall be subject to any limitations that you may impose from time to time. Such limitations shall only be imposed if Barnett Waddingham LLP agrees that they will not significantly impact on Barnett Waddingham LLP's ability to perform its duties and obligations. You will give Barnett Waddingham LLP adequate time to implement any such changes required.

Barnett Waddingham LLP will accept instructions from you, or any appointed representative who has been notified to Barnett Waddingham LLP in writing. These instructions may be by any agreed communication method. However, where, in the opinion of Barnett Waddingham LLP, matters of principle or matters of particular importance are involved then the instructions must be confirmed in writing as soon as practicable. Acknowledgement of receipt of instructions will not be given unless requested, or the circumstances of the matter appear to Barnett Waddingham LLP to require this. Barnett Waddingham LLP shall not be liable for fraudulent instructions where Barnett Waddingham LLP reasonably believes in good faith that the instructions received are from an appointed representative.

T7. Changes to law

All services and advice that we provide will be on the basis of the legislation in force at the time of providing the services and advice. We will not accept any responsibility for the implications of any subsequent changes in legislation or any changes with retroactive effect.

T8. Ownership

Barnett Waddingham LLP shall retain ownership of the copyright and all the other intellectual property rights in the product or the services that we provide, whether oral or tangible, and the ownership of our

working papers and all other materials. No report, document or publication produced by us (in whatever form) may be reproduced, in whole or in part, without our prior written consent.

For the purposes of delivering services to you or other clients, we and any other body controlled by us or associated with us, including any successor entity, and any partner, member, director or employee of ourselves and associated bodies shall be entitled to use, develop and share with each other knowledge, experience and skills of general application gained through performing the services. **T9.**

Confidentiality

All parties will at all times respect and protect the confidentiality of information acquired in consequence of providing the Services (except under compulsion of law).

Except as required by law (for example the whistleblowing requirements in the Pensions Act 2004), Barnett Waddingham LLP undertakes that it will not disclose to any third party any information concerning your business which is obtained in the course of providing the Services without your express written consent.

We would like to disclose that you are a client of ours and describe, in broad terms, the nature of the services provided to you. You may instruct us not to make such a disclosure.

If you require us to communicate with you in a particular way in order to maintain confidentiality within your organisation, then please inform us.

If any partner or member of staff of Barnett Waddingham LLP becomes aware of confidential information through, for example, serving on committees, or through contact with government, we will not take such confidential information into account in providing advice to you. In rare circumstances, we may declare that we are unable to provide advice to you on certain issues due to our knowledge of confidential information.

T10. Data Protection

We may process any information obtained from you in relation to the provision of the Services. All copies of information held by Barnett Waddingham LLP shall be retained and processed in accordance with the provisions of the Data Protection Act 1998 and any subsequent applicable legislation (together, "DPA").

You shall ensure that all information disclosed to us is disclosed in compliance at all times with the provisions of the DPA and that all necessary consents have been obtained by you to enable us to use the information for the purposes of the provision of our services to you.

You acknowledge that Barnett Waddingham LLP may have access to "Personal Data" and "Sensitive Personal Data" (as defined in the DPA and hereafter referred to as "Data") in the provision of the Services.

You appoint Barnett Waddingham LLP to process the Data on your behalf.

The Data Controller will maintain such registration and shall where necessary obtain the consent of any individual in respect of whom Data is processed for the purposes of administering the Services, in accordance with the DPA.

Barnett Waddingham LLP shall act only within instructions from the registered Data Controller in respect of such Data.

Barnett Waddingham LLP warrants that we have appropriate technical and organisational measures in place to protect against unauthorised or unlawful processing of Data and against accidental loss or destruction of, or damage to, Data held or processed by us.

Barnett Waddingham LLP has taken reasonable steps to ensure the reliability of any of our staff who has access to Data processed in connection with this appointment.

Barnett Waddingham LLP undertakes to allow you access to any relevant premises on reasonable notice to inspect our procedures described above.

Except as required for the performance of the obligations under this appointment, and to comply with the law and relevant regulation, Barnett Waddingham LLP shall not retain any copy, extract, abstract, précis or summary of any of the Data.

Barnett Waddingham LLP warrants that any agents, sub-contractors or employees to which we disclose the Data for the purposes of carrying out the Services shall be required to enter into contractual obligations that correspond to this clause in respect of such Data.

The obligations set out above shall remain in force notwithstanding termination of the appointment set out in this Agreement.

T11. Third parties

Other than Barnett Waddingham LLP and yourselves no person shall have rights under this Agreement unless explicitly stated. In particular, the rights of any person as contained in the Contracts (Rights of Third Parties) Act 1999 are hereby excluded.

If you breach any of your obligations under this Agreement and there is any claim made or threatened against us by a third party, you shall compensate us and reimburse us for and protect us against any loss, damage, expense or liability incurred by us which results from or arises from or is connected with any such breach and any such claim. If any payment is made by you under this clause you shall not seek recovery of that payment from us at any time.

All documentation, information and advice supplied by Barnett Waddingham LLP in connection with this Agreement is for your use only. No such documentation, information or advice may be adapted or disclosed to any third party and no information concerning the business methods or other customers of Barnett Waddingham LLP may be disclosed to any third party without the express written consent of Barnett Waddingham LLP.

T12. Prevention and detection of money laundering

We are required to obtain and keep evidence of identity of clients. We will inform you should we require information from you. Barnett Waddingham LLP is unable to carry out certain work for you until we are satisfied that this requirement has been complied with.

T13. Non-solicitation

You shall not, directly or indirectly, solicit the employment of any of our partners, members, directors or employees, as the case may be, involved in performing the Services while the Services are being performed or for a period of 12 months following their completion or following termination of our appointment, without our prior written consent. This prohibition shall not prevent you at any time from running recruitment advertising campaigns nor from offering employment to any of our partners, members, directors or employees, as the case may be, who may respond to such campaigns.

T14. Circumstances beyond our control

Neither of us shall be in breach of our contractual obligations nor shall either of us incur any liability to the other if we or you are unable to comply with this contract as a result of any cause beyond our or your (respectively) reasonable control. In the event of any such occurrence affecting one of us, that one

shall be obliged as soon as reasonably practical to notify the other, who shall have the option of suspending or terminating the operation of this contract on notice commencing immediately.

T15. Waiver

Failure by any one of us to exercise or enforce any rights available to us shall not amount to a waiver of any rights available to either of us.

T16. Assignment/novation

We shall be entitled to novate or assign the benefit and burden of this Agreement in favour of a successor entity of Barnett Waddingham LLP. We will give you at least one month's written notice of any such novation or assignment and you agree to sign such documentation as we may reasonably request to give effect to such assignment or novation. Otherwise neither of us shall have the right to assign the benefit (or transfer the burden) of this Agreement to another party without the written consent of the other of us.

T17. Sub-contractors

We shall have the right to appoint sub-contractors to assist us in delivering the Services but where any such sub-contractors are not another body controlled by us or associated with us we shall consult you before doing so. Where we appoint sub-contractors under this clause, for all purposes in connection with this Agreement their work shall be deemed to be part of the Services.

T18. Limitation of liability

Subject to the rest of Clause T18 below, and subject to you taking reasonable steps to mitigate your loss, as a continuing obligation Barnett Waddingham LLP is liable to you for any action, expense, liability, loss, penalty or proceeding arising out of any breach of Barnett Waddingham LLP's obligations in providing the Services, or any fraud, negligence or wilful wrongdoing by Barnett Waddingham LLP or any partner of Barnett Waddingham LLP, or agent, consultant or contractor of Barnett Waddingham LLP, or anyone employed or engaged by any of them.

You acknowledge that Barnett Waddingham LLP will only be liable under or in connection with this Agreement in respect of Barnett Waddingham LLP's own acts, errors or omissions and that Barnett Waddingham LLP will not be liable under or in connection with this Agreement whether in contract, tort (including negligence) or otherwise for any loss which arises howsoever from any acts, errors or omissions of Barnett Waddingham LLP which are due to any of the following:

- a) Inaccuracy or deficiency in the information provided or caused to be provided by you to Barnett Waddingham LLP.
- b) Documentation and advice supplied to you by Barnett Waddingham LLP not being acted upon by you.
- c) Any party other than a party to this Agreement relying on services provided by Barnett Waddingham LLP.
- d) Acts, errors or omissions of any third party to whom performance of all or any part of the Services is delegated or sub-contracted with your knowledge.
- e) Inaccuracy of any data sourced from a third party where it was reasonable for Barnett Waddingham LLP to have used such party to supply such data.
- f) Acts, errors or omissions which originated prior to Barnett Waddingham LLP's appointment.

- g) Barnett Waddingham LLP not being at all times fully advised as to the requirements and intentions in relation to the Services.
- h) Delay or failure in performance of Barnett Waddingham LLP's obligations resulting from events beyond Barnett Waddingham LLP's control.
- i) Advice which, at the time given, was reasonable for any professional operating in the same field as Barnett Waddingham LLP to have given.
- j) Failure by you to provide reasonable notice of particular services required.
- k) Any activity by Barnett Waddingham LLP where Barnett Waddingham LLP reasonably believes it has a legal obligation to act, including whistleblowing reports to regulators and other authorities.

Notwithstanding the above, the extent of any liability on the part of Barnett Waddingham LLP in respect of breach of contract, breach of duty, negligence or otherwise shall be limited in respect of claims relating to the Services provided during any consecutive 12 month period, to the lesser of: the Liability Cap (as set out in the Engagement Letter) or the limit of Barnett Waddingham LLP's professional indemnity insurance cover. Barnett Waddingham LLP undertakes to inform you if, for any reason, the limit of Barnett Waddingham LLP's professional indemnity insurance cover has fallen or is likely to fall below the Liability Cap.

If Barnett Waddingham LLP supplies services to more than one party under this Agreement the limit of Barnett Waddingham LLP's liability will have to be allocated between those parties and it is for those parties to agree such allocation and those parties may not dispute the enforceability of Barnett Waddingham LLP's limitation of liability on the basis that no allocation has been agreed.

You agree not to bring, or support any proceedings of any kind whatsoever in any jurisdiction against Barnett Waddingham LLP's employees or any of its partners individually and those employees and partners shall have the right to enforce this provision under the terms of the Contracts (Rights of Third Parties) Act 1999.

You agree that Barnett Waddingham LLP's liability in respect of breach of contract, breach of duty, negligence or otherwise arising out of or in connection with the provision of the Services by Barnett Waddingham LLP shall be limited to that proportion of the loss or damage (including interest and costs) suffered by you, which is apportioned to Barnett Waddingham LLP by a court of competent jurisdiction allocating proportionate responsibility to Barnett Waddingham LLP having regard to the contribution to the loss and damage in question of any other person responsible and/or liable to you for such loss and damage.

Barnett Waddingham LLP neither assumes nor owes any duty or responsibility to any party other than you in relation to our work, and any liability to any third party is expressly disclaimed.

The limitations of liability set out in this Clause will apply to any successor entity of Barnett Waddingham LLP (and that such successor may rely on this Clause by virtue of the Contracts (Rights of Third Parties) Act 1999).

You agree that the provisions of this limitation of liability are fair and reasonable in all the circumstances and acknowledge that Barnett Waddingham LLP may seek to exclude some liability which otherwise could be covered by insurance and that there are legitimate commercial reasons (such as maintaining a good claims record) why such an exclusion is reasonable.

You shall indemnify Barnett Waddingham LLP against any loss suffered by Barnett Waddingham LLP as a result of any claim in relation to the Services brought by any third party as a result of an act, error or omission by you, provided that these indemnities shall not apply to the extent that Barnett

Waddingham LLP bears any liability to you under this Agreement in respect of such act, error or omission.

In determining whether any act or omission of Barnett Waddingham LLP gives rise to any liability you acknowledge that the circumstances pertaining solely at the time of the act or omission in question shall be taken into account.

None of the above shall affect any liability of Barnett Waddingham LLP for death or personal injury or liability arising as a result of fraud on behalf of Barnett Waddingham LLP or any other liability that cannot lawfully be excluded or limited.

Therefore, except for our liability for death and personal injury, and fraud, our total aggregate liability for all claims arising from or in connection with the Agreement, and all other agreements which you have with us, and all claims arising in tort (including negligence and breach of statutory duty) is the Liability Cap.

T19. Termination

You may terminate our appointment to provide any, or all, of the services described in this Agreement, subject to providing us with at least 3 months' written notice, to expire at any time. We will be entitled to keep all your papers and documents while there is any money owing to us for our charges and expenses.

In the unlikely event that we consider that we can no longer act for you, we will provide you with at least 3 months' written notice of the termination of any, or all, of our services.

If you, or we, decide to terminate any, or all, of our services we will charge fees on an hourly basis relating to the handover to the new service provider(s), as appropriate.

In some cases we agree to spread the payment of a fixed fee over a period. If such payment does not directly relate to the incidence of the work carried out and the appointment is terminated by you during the spreading period, we reserve the right to make an additional charge based on the work performed. The total charge will not exceed the total agreed fixed fee.

Following termination you will allow Barnett Waddingham LLP reasonable access to any information Barnett Waddingham LLP may require in order to fulfil any statutory or other obligations.

T20. Severability

Each clause or term of this Agreement constitutes a separate and independent provision. If any of the provisions of this Agreement are judged by any court or authority of competent jurisdiction to be void or unenforceable, the remaining provisions shall continue in full force and effect.

Part D – Engagement Letter

PRIVATE AND CONFIDENTIAL

REDACTED

Our Ref: Workplace Health and Wealth

24 April 2017

Dear REDACTED

1. Engagement Letter – Government Commercial Function – Cabinet Office

This Engagement Letter, along with the enclosed Terms of Business and Service Schedule (together the "Agreement") set out the professional services we will provide to Government Commercial Function from our Workplace Health and Wealth practice, and the basis upon which those services will be provided.

This Agreement constitutes the whole agreement between the parties. Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement (provided that nothing in this clause shall limit the liability of either party for fraud).

For the avoidance of doubt, this Agreement does not alter any separate agreements you may have in relation to other business areas of Barnett Waddingham LLP.

You

This Agreement refers to Government Commercial Function as "you" and the "Client".

In line with the Financial Conduct Authority's Conduct of Business rules, you have been categorised as a Professional Client. The implications of this are described in the Terms of Business.

Barnett Waddingham LLP

Barnett Waddingham LLP ("we" or "us") is authorised and regulated by the Financial Conduct Authority and is licensed by the Institute and Faculty of Actuaries for a range of investment business activities.

Services

The services ("the Services") we will provide to you under this Agreement are detailed in the Service Schedule, and this will be reviewed from time to time.

Effective date

Our formal appointment on the terms of this Agreement will take effect from the "Commencement Date", i.e. the date that you sign this Agreement.

Our team

I will have overall responsibility for the provision of services to you, and will be happy to discuss any aspect of our service at any time. I will be supported by the following Barnett Waddingham staff and other members of our team as appropriate.

Workplace Health Team

	Head of Workplace Health / Consultant	Workplace Health Administrator
Name	REDACTED	REDACTED
Telephone number	REDACTED	REDACTED

To ensure the efficient use of email communication, we have established a dedicated email address:

REDACTED

Members of our team will receive incoming emails to the above email address, so we can ensure that messages are dealt with even if the prime recipient is away. Please therefore copy this email address into all correspondence to any member of your Barnett Waddingham team.

Fees

The fees we charge for the Services are detailed in the Service Schedule, and these will be reviewed from time to time.

For specific, clearly defined tasks we may agree fixed or indicative fees in advance. Otherwise we will charge fees on the basis of time spent on all activities for which we are engaged by you. This may include half of any time spent travelling from an appropriate Barnett Waddingham office to and from meetings not spent engaged on other work.

Where permissible, we may agree with you that we receive commission from a third party and offset this commission against our fees. In some cases we may agree to provide specified services to you exclusively on a commission basis.

For services subject to time spent charges, the rate at which we will charge for our time depends on the type of the work carried out, the level of the seniority and qualification of the person carrying out the work and the extent to which it is prudent to delegate the work to more junior staff. The firm's current hourly rates are broadly as follows:

REDACTED

We review our charging rates annually on REDACTED. VAT is added to our fees. Other details of our fee basis are set out in our Terms of Business.

Liability Cap

The amount of the Liability Cap referred to in the enclosed Terms of Business is £**REDACTED**.

For the avoidance of doubt, where you have entered into a separate agreement with us relating to other services provided by Barnett Waddingham LLP, the Liability Cap set out in this Engagement Letter shall apply to the Services provided under this Agreement only.

Conflicts of interest

We do not anticipate any conflicts in accepting this appointment, but from time to time, conflicts of interest may arise. If we perceive a potential conflict, we will let you know as soon as reasonably possible. We will not continue to act if a conflict is found to exist, and it may therefore be that we will have to step down from part or all of the appointment.

Our service

Our aim is to provide a high quality service at all times. If you feel at any time that we have failed to meet the standards you expect, please let us know immediately. You may raise any concerns with me or your day-to-day contacts either directly or via the dedicated email address.

Confirmation

Please read through the terms set out in this Engagement Letter, the Service Schedule and the Terms of Business, and confirm your acceptance by countersigning this letter. Please include confirmation of who we should take instructions from and to whom we should report.

By countersigning this letter, you warrant that you have, and will continue to have, legal power to enter into this Agreement and to carry out your obligations under it. You also warrant that you will pay our fees.

Please return a countersigned copy of this letter to me.

Yours sincerely

REACTED
Barnett Waddingham LLP

We have read this Engagement Letter, the Service Schedule and the Terms of Business, and agree to the terms set out therein.

We consent to you mentioning our name as a client of Barnett Waddingham *.
(*Please delete this statement if you prefer us not to mention your name)

In respect of the Services the person(s) from whom you should accept instructions is: _____

and the person(s) to whom you should report is: _____

Signed for and on behalf of the Client:

Print name:

Position:

Date:

Contract Name:

Contract Ref. No.

[This is a template format for a Change Control Form, to be used for initiation and management of contract changes from change initiation to sign off. The change details and progress should be also captured in the central Change Control Register (#9). The form headings correlate to key stages in the change approval process. Not all the information listed under each stage will necessarily be needed for every contract and the content may need to be supplemented with contract-specific provisions. However all the stages need to be filled in and signed off before the change is regarded as complete.

Before progressing the change from stage to stage always make sure that representatives signing the change on behalf of the customer, supplier and CCS have the authority to approve the scope and cost of the relevant change. Refer to CM Standards Change Control stage for further guidance]

[Guidance on how to fill in specific stages or the wording to be added in relation to each specific contract is put in square brackets and in Italics throughout the document]



Change Management Process

Change Control Process map:

CUSTOMER CHANGE NOTICE (CCN)

[insert summary of contractual provision/ process agreed with the supplier for contractual change control]

Initiated by:

[name/ job title/ organisation]

CCN Reference:

[unique ref. No., as recorded in Change Control Register]

Source of change:

[Customer/ CCS/ Supplier]

Date CCN Raised by relevant party:

Summary of proposals/ requirements

This is a variation to the contract between the *[insert authority]* and *[insert supplier]*.

The Terms and Conditions of the Contract apply but with the following amendments:

Reason for change: *[change in customer requirements; savings initiative; change in law/ regulations etc]*

Proposed payment:

[lump sum/ ongoing payments]

Required delivery date, with rationale:

[specify if there is a critical deadline by which the change needs to be complete (e.g. specific event such as a scheduled date for opening of a new office or government committee date)]

Change authorised to proceed to Stage 2
(Customer organisation representative)

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Signature

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Print Name & Position

--

Date

Change authorised to proceed to Stage 2
(CCS representative):

--

Signature

--

Print Name & Position

--

Date

[e.g. proposed implementation route; conditions of delivery]

CAPITAL / IMPLEMENTATION COST

REVENUE COSTS (per annum)

[Cost incurred if CCN is withdrawn. Delete this row if no abortive costs can be expected (e.g. supplier is unlikely to incur professional fees in costing and submitting a costed proposal)

NB: Any abortive costs to be discussed with the customer before being incurred

Anticipated period from CCN being authorised by customer to start of related provision

Anticipated implementation period, if any

Signed (**Supplier Representative**):

Print Name & Position:

Date:

Change authorised to proceed to Stage 4 (**CCS**):

Signature

Print Name & Position

Date

[this stage is to be used if CCS/ customer organisation are not clear on or don't agree with the supplier's proposals for CCN implementation.]

CCN Withdrawn:

[Yes/ no]

*the [Customer / Authority, as defined in the contract]
[Supplier/ Contractor, as defined in the contract]*

Signed
(Customer
Representative

Print Name & Position

Date:

Change
authorised to
proceed to
implementation
(CCS):

Signature

Print Name & Position

Date:

I confirm that the *[works have been completed/ provision required under the CCN commenced]* in accordance with the customer requirements and supplier proposals in this CCN.

Date works have been
completed/ provision
required under the CCN
commenced:

Date Signed
by Customer:

Signed
(Customer
representative)

Print Name &
Position

Contract Name:	XXXX	Contract Ref. No.	XXXX [Insert CCN Change Number]
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[This is a template format for a Change Control Form, to be used for initiation and management of contract changes from change initiation to sign off. The change details and progress should be also captured in the central Change Control Register (#9). The form headings correlate to key stages in the change approval process. Not all the information listed under each stage will necessarily be needed for every contract and the content may need to be supplemented with contract-specific provisions. However all the stages need to be filled in and signed off before the change is regarded as complete.

Before progressing the change from stage to stage always make sure that representatives signing the change on behalf of the customer, supplier and CCS have the authority to approve the scope and cost of the relevant change. Refer to CM Standards Change Control stage for further guidance

[Guidance on how to fill in specific stages or the wording to be added in relation to each specific contract is put in square brackets and in Italics throughout the document]



Change Management Process

Change Control Process map:

CLIENT CHANGE NOTICE (CCN)

[insert summary of contractual provision/ process agreed with the supplier for contractual change control]

Initiated by:	<i>[name/ job title/ organisation]</i>	CCN Reference:	<i>[unique ref. No., as recorded in Change Control Register]</i>
Source of change:	<i>[Customer/ CCS/ Supplier]</i>	Date CCN Raised by relevant party:	

	name] expiry date]	[insert date] [insert extensions duration] Contract/ Agreement/	[insert contracting authority] [insert new Call off
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In line with the Terms and Conditions of Contract

	<i>[Contract current expiry date]</i>
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	<i>[e.g. proposed implementation route; conditions of delivery]</i>
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	<i>[Cost incurred if CCN is withdrawn. Delete this row if no abortive costs can be expected (e.g. supplier is unlikely to incur professional fees in costing and submitting a costed proposal)]</i>
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NB: Any abortive costs to be discussed with the client before being incurred

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<i>Supplier name, as appears in the contract</i>

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[this stage is to be used if CCS/ customer organisation are not clear on- or don't agree with the supplier's proposals for CCN implementation.]

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*the [Client / Authority, as defined in the contract]
[Supplier/ Contractor, as defined in the contract]*

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[This section doesn't need to be filled in, if the extension is granted on the same terms and based on same rates as the original contract]

[works have been completed/ provision required under the CCN commenced]

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