



Department
for Environment
Food & Rural Affairs

Conditions of Contract Short Form Enhanced

October 2021

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Department
for Environment
Food & Rural Affairs

Nobel House T: 03459 335577
London helpline@defra.gov.uk
SW1P 3JR <http://www.gov.uk/defra>



Attn: [Redacted]

By email to: [Redacted]

Our ref: C25919
Date: 12th September 2024

Dear [Redacted]

Supply of STEM Education Resources

Following your proposal for the supply of STEM educational resources to the Environment Agency, we are pleased confirm our intention to award this contract to you.

The attached contract details ("**Order Form**"), contract conditions and the **Annexes** set out the terms of the contract between [Redacted] the Environment Agency for the provision of the deliverables set out in the Order Form.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the deliverables. Please confirm your acceptance of the Conditions by signing and returning the Order Form by signing via DocuSign on Defra's eProcurement system, Atamis within 14 days from the date of this letter, which will create a binding contract between us. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract.

We will then arrange for the Order Form to be countersigned so that you have a signed copy of the Order Form for your records.

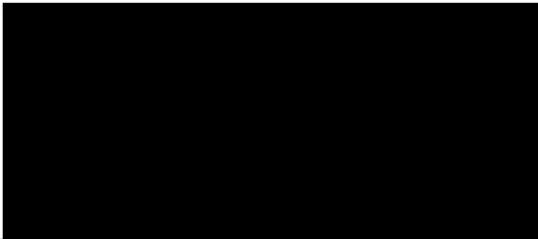

Yours faithfully,

[Redacted signature block]

Order Form

1. Contract Reference C25919

2. Date *[Insert date on which the signed Order Form is received by the Authority.]*

3. Authority	Department for Environment Food & Rural Affairs, Nobel House, 17 Smith Square, London, SW1P 3JR
4. Supplier	
4a. Supplier Account Details	
5. The Contract	<p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and any Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any inconsistency between the provisions of the Order Form, the Conditions and the Annexes, the inconsistency shall be resolved by giving precedence in the following order:</p> <ol style="list-style-type: none"> 1. Order Form, Annex 2 (Specification) and Annex 3 (Charges) with equal priority. 2. Conditions and Annex 1 (Authorised Processing Template) with equal priority. 3. Annex 4(Sustainability). <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Authority and may delay conclusion of the Contract.</p>

6. Deliverables	Goods	[None]
	Services	Electronic STEM Education resources.
7. Specification	The specification of the Deliverables is as set out in Annex 2.	
8. Term	The Term shall commence on 12th September 2024 (the Start Date) and the Expiry Date shall be 11th September 2027, unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.	
9. Charges	The Charges for the Deliverables shall be as set out in Annex 3.	
10. Payment	<p>The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to:</p> <p>APinvoices-ENV-U@gov.sscl.com</p> <p>Alternatively, you may post to: EA SSCL (Environment Agency) PO Box 797 Newport Gwent NP10 8FZ]</p> <p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant with Annex 3 Noncompliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact the Authority's Authorised Representative(s).</p>	

11. Authority Authorised Representative(s)	<p>For general liaison your contact will continue to be</p> <div data-bbox="488 259 1509 477" style="background-color: black; height: 97px; width: 640px;"></div> <p>or, in their absence,</p> <div data-bbox="483 573 1447 716" style="background-color: black; height: 64px; width: 604px;"></div>
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	<div data-bbox="483 813 1078 1041" style="background-color: black; height: 102px; width: 373px;"></div>
12. Address for notices	<div data-bbox="483 1106 1418 1617" style="background-color: black; height: 228px; width: 586px;"></div>

13. Key Personnel	<div>Authority:</div> <div>Supplier:</div> <div></div>
14. Procedures and Policies	<p>The Authority may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.</p>
15. Limitation of Liabilities	As detailed in Clause 12.1.
16. Insurance	<p>The Supplier shall hold the following insurance cover from the 12th September 2024 (the Start Date) for the duration of the Contract in accordance with this Order Form.</p> <ul style="list-style-type: none">- Professional Indemnity insurance with cover of not less than £500,000;- Public Liability insurance with cover £500,000;- Employers Liability insurance with cover of not less than £5,000,000;
<div>Signed for and on behalf of the Supplier</div> <div>Signed for and on behalf of the Authority</div> <div>Signed by:</div> <div></div> <div></div>	

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Annex 1 – Authorised Processing Template

Contract:	C25919
Date:	12 th September 2024
Description Of Authorised Processing	No personal details will be processed as part of this contract.
Subject matter of the processing	
Duration of the processing	
Nature and purposes of the processing	
Type of Personal Data	
Categories of Data Subject	

Annex 2 - Specification

Project Name	[redacted] - specification	
	Educational resources for children and young people / schools	
Authorised By	Supplier: [redacted]	
Owner	[redacted]	
Contact Number	[redacted]	
Contact Email	[redacted]	
Address	[redacted]	
Delegated contact	[redacted]	
Budget Approved	[redacted]	
Budgeted Cost	[redacted]	
Business Unit	[redacted]	
Cost Code	[redacted]	
Service Discipline	[redacted]	
Please select the Service Discipline		
Digital, Data and Technology (DDaT)		

<i>that best describes your requirement</i>	
<i>Is this request a Direct Award?</i>	
<i>A Direct Award is where a supplier has already been identified for this request and will be awarded the project"</i>	Yes
<i>Name of Direct Award Supplier</i>	
<i>If you answered YES to the previous question, please enter the full name of the awarded supplier</i>	
<i>Description (Optional)</i>	<p>The Environment Agency utilises partners who are experts in education to collaborate and produce teaching and learning resources for teachers, children and young people to learn more about the environment sector – processes, challenges, careers etc. This material is then introduced to the schools networks through our partners on their websites. These are free teaching resources for teachers with input from EA experts and include up to date information – for example on river processes or engineering challenges.</p>
<i>Please provide information on the background of the request and why the</i>	<p>We know we can ensure consistent standards and value when working with educational partners. These materials will be quality assured and appropriate for the audience of young people</p>

<i>project is being initiated.</i> Does this specification include	no
<i>the handling of sensitive personal data? High levels?</i> <i>Is the project highly sensitive/confidential?</i>	No
<i>Start Date</i> <i>Please confirm the anticipated start date for when the service/project would commence</i>	12th September 2024
<i>End Date</i> <i>Please confirm the anticipated end date for when the service/project would conclude</i>	Ongoing – initially for 3 years Annual agreement set up to develop and publish materials each academic year.

Location <i>Please specify where the supplier must deliver the service</i>	Digital materials so no physical supply
Scope of Service <i>Please provide a detailed description of the scope of service. This should include information such as the purpose,</i>	Scope of service Purpose

<p>key objectives, and the desired outcome for the service/project you are requesting.</p>	<p>and EA will collaborate to produce and publish quality assured educational materials for schools, teachers, children and young people.</p> <p>Key objectives</p> <ul style="list-style-type: none"> · Introduce key EA themes / expertise to enhance teaching and learning in schools · Inspire children and young people to learn about their environment – processes, impacts and environmental management · Inspire children and young people as well as educators regarding careers in environment and water sectors <p>Desired outcomes</p> <ul style="list-style-type: none"> · Develop National Curriculum and DfE strategy linked teaching and learning resources with specific links to [REDACTED] · Publish resources to the network of primary and secondary schools in England · Build awareness of EA brand and EA themes with schools, teachers, children and young people. · Measure the impact on the audience in the education sector
<p>Key Deliverables Define the key deliverables for this specification in as much detail as possible to ensure that Suppliers can respond effectively .</p>	<p>Key deliverables</p>

Annual development of resources

October 2021

<p>1. For each secondary FCRM themed resource</p>	<p>Expectation that each new theme will take up to 6 months to deliver.</p> <p>Months 1-2 - SCOPING PHASE Months 3-4 – DEVELOPMENT PHASE Months 5-6 – PUBLICATION PHASE</p>
<p>Scoping phase tasks and activity</p>	<p>What is required to be delivered for SCOPING PHASE for each theme (months 1-2)</p> <p>a) [REDACTED] will facilitate a scoping workshop to include EA education team, EA experts and [REDACTED] and [REDACTED]</p> <p>b) The outcomes of workshop will be a shared ideas / options to take forward to develop teaching and learning materials</p> <p>c) Following the workshop [REDACTED] to produce a scoping brief to include: · timeline of development and publication with milestones</p>
	<ul style="list-style-type: none"> · Identification of key stage · Proposed potential objectives / outcomes · Explicit links to the National Curriculum, DfE strategy and national careers strategies · Project plans including inputs and activities. · what information will be required from EA · include planned supporting teacher resources · consider if the materials can be adapted for EA employee outreach

Development phase tasks and activity	<p>What is required to be delivered for DEVELOPMENT PHASE for each theme (months 3-4)</p> <ul style="list-style-type: none"> a) Timeline for initial drafts / revision / sign off drafts for teaching and learning resources and ongoing project management b) Drafts to review agreed teaching and learning materials c) Requests for further information from EA experts
Publication phase tasks and activity	<p>What is required to be delivered for PUBLICATION PHASE for each theme (months 5-6)</p> <ul style="list-style-type: none"> a) Publication timeline and ongoing project management b) DEFRA publication checks completed c) Teaching and learning resources for teachers published on [REDACTED] website and marketed to network d) Any resources for EA [REDACTED] shared for publication on EA network e) Evaluation and impact reporting set up to track engagement
Acceptance Criteria	Acceptance criteria and milestones

Please outline the criteria the Supplier needs to fulfil in order to meet each respective deliverable and for you to release payment to them for the associated milestone. It is important that these are objective measures and not subjective. For example: <Supplier> to provide <OCM> with base line plan of work activity to be signed off via email no later than <Date>

SCOPING PHASE Activity (months 1-2)

[REDACTED] will plan and facilitate one collaboration workshop for each theme (topics to be agreed) [REDACTED] will provide a summary and options from the workshop to discuss.

Following discussion and agreement on the objectives and approach to take forward from themed workshop [REDACTED] will produce an initial scoping document detailing proposed target key stages, national curriculum links, proposed learning objectives and activities.

[REDACTED] and EA will discuss scoping documents and agree a working plan and timelines for each theme and sign off plan For each theme the SCOPING PHASE must be complete within 2 months of theme 'kick off workshop' to meet milestone and invoice [REDACTED]


	<p>DEVELOPMENT PHASE Activity (months 3-4)</p> <p>Activity during second term to be completed by end of 4th month from workshop date</p> <p>Timeline of development of resources to include draft / revision and redrafts for the theme.</p> <p>Ongoing project management and updates</p> <p>Final drafts to be signed off by education to profession team and EA theme experts</p> <p>For each theme DEVELOPMENT PHASE draft resources signed off within 4 months of kick off date and agreed the invoice for this milestone [REDACTED]</p> <p>PUBLICATION PHASE - Activity (months 5-6)</p> <p>Timeline of final resources for publication for each theme.</p> <p>Final versions of publication to be signed off by education to profession team and theme experts. Publication on [REDACTED] website by end of 6th month.</p> <p>Marketing to [REDACTED]</p> <p>Termly evaluation and impact report ongoing</p> <p>For each theme PUBLICATION PHASE resources are signed off and published by end month 6 to invoice for this milestone [REDACTED]</p> <p>NOTE - for one theme - SCOPING, DEVELOPMENT & PUBLICATION when complete will total [REDACTED]</p>
2. For each Primary Explorify theme (3 activities)	<p>Expectation that each explorify theme will take up to 6 months to deliver.</p> <p>Months 1-2 - SCOPING PHASE</p> <p>Months 3-4 – DEVELOPMENT PHASE</p> <p>Months 5-6 – PUBLICATION PHASE</p>

Scoping phase tasks and activity	What is required to be delivered for SCOPING PHASE for the EXPLORIFY theme (months 1-2)
	<p>a) [redacted] will facilitate a scoping workshop to include EA education team, EA experts and [redacted]</p> <p>b) The outcomes of workshop will be a shared ideas / options to take forward to develop teaching and learning materials</p> <p>c) Following the workshop [redacted] to produce a scoping brief to include:</p> <ul style="list-style-type: none">• timeline of development and publication with milestones• Identification of key stage• Proposed potential objectives / outcomes• Explicit links to the National Curriculum, DfE strategy and national careers strategies• Project plans including inputs and activities.• what information will be required from EA• include planned supporting teacher resources

Development phase tasks and activity	<p>What is required to be delivered for DEVELOPMENT PHASE for the EXPLORIFY theme (months 3-4)</p> <ul style="list-style-type: none"> a) Timeline for initial drafts / revision / sign off drafts for teaching and learning resources and ongoing project management b) Drafts to review agreed teaching and learning materials c) Requests for further information from EA experts
Publication phase tasks and activity	<p>What is required to be delivered for PUBLICATION PHASE for the EXPLORIFY theme (months 5-6)</p> <ul style="list-style-type: none"> a) Publication timeline and ongoing project management b) DEFRA publication checks completed c) Teaching and learning resources for teachers published on [REDACTED] explorify website and marketed to network e) Evaluation and impact reporting set up to track engagement
Acceptance Criteria	Acceptance criteria and milestones

Please outline the criteria the Supplier needs to fulfil in order to meet each respective deliverable and for you to release payment to them for the associated milestone. It is important that these are objective measures and not subjective. For example: <Supplier> to provide <OCM> with base line plan of work activity to be signed off via email no later than <Date>

SCOPING PHASE Activity during first 1-2 months

 will plan and facilitate a collaboration workshops for the theme (topics to be agreed)

	<p>██████████ will provide a summary and options from the workshop to discuss. Following discussion and agreement on the objectives and approach to take forward from themed workshop, ██████████ will produce an initial scoping document detailing proposed target key stages, national curriculum links, proposed learning objectives and activities.</p> <p>██████████ EA will discuss scoping documents and agree a working plan and timelines for each theme and sign off plan For the EXPLORIFY theme the SCOPING PHASE must be complete within 2 months of theme 'kick off workshop' to meet milestone and invoice ██████████</p> <p>DEVELOPMENT PHASE Activity during months 3-4</p> <p>Activity during to be completed by end of 4th month from workshop date</p> <p>Timeline of development of resources to include draft / revision and redrafts for the theme.</p> <p>Ongoing project management and updates</p> <p>Final drafts to be signed off by education to profession team and EA theme experts</p> <p>For the EXPLORIFY theme DEVELOPMENT PHASE draft resources signed off within 4 months of kick off date and agreed the invoice for this milestone ██████████</p> <p>PUBLICATION PHASE - Activity during months 5-6</p> <p>Timeline of final resources for publication for each theme.</p> <p>Final versions of publication to be signed off by education to profession team and theme experts. Publication on ██████████ website by end of 6th month.</p> <p>Marketing to ██████████</p> <p>Termly evaluation and impact report ongoing</p> <p>For the EXPLORIFY theme PUBLICATION PHASE resources are signed off and published by end month 6 to invoice for this milestone ██████████</p> <p>NOTE - for one theme (3 activities) - SCOPING, DEVELOPMENT & PUBLICATION when are completed will ██████████</p>
<p>3. Consultancy</p>	<p>Ad hoc educational consultancy</p> <p>At times the EA might seek educational consultancy – for example to further develop a set of EA learning resources or respond to additional requests for resources as a result of joint EA / DfE activity.</p> <p>Agree supplier day rate for this type of consultancy. To be invoiced throughout the year.</p>

	<p>Example – for an hour long powerpoint presentation from an EA expert that includes photos, maps, plans and detail of expertise – we may request support from [redacted] to support to adapt to meet the needs of a particular key stage – developing / adapting the language / concepts / learning outcomes and developing appropriate engaging activities. Notes from [redacted]</p> <p>1/ From a contract point of view [redacted] are happy for the EA to include an additional clause in the contract to cover the potential to do ad hoc consultancy work on an ‘as needed’ basis.</p> <p>2/ In terms of the rate as at today’s date these are below in Annex 3, but we would ask that a clause is added to permit [redacted] to increase the rates in line with inflation annually.</p>
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Annex 3 – Charges

Defined terms within this Annex:

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

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

1. How Charges are calculated 1.1

The Charges:

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

2. Costs and expenses

2.1 Except as expressly set out in Paragraph 3 below, the Charges shall include all costs and expenses relating to the provision of Deliverables. No further amounts shall be payable in respect of matters such as:

2.1.1 incidental expenses such as travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications charges; or

2.1.2 costs incurred prior to the commencement of the Contract.

3 [REDACTED]

Consultancy Day Rates	
Named Staff member (KS specialist)	Rate
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Resource development					
Key stage teaching and learning resources (Multi lesson)		Task	Plan and deliver scoping workshop	Develop draft resources	Publication of Resources on STEM learning site
SECONDARY Resource 1		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Resource development					
Explorify		Task	Plan and deliver scoping	Develop draft resources	Publication of Resources on STEM
Primary Resource - a theme with 3 activities		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED] will be permitted to increase consultancy day rates in line with year-on-year inflation rates. However, only a 3% rise in consultancy day rates will be approved. No increases will be permitted within the first 12 months of the contract. Subsequent increases will be allowed only every 12 months thereafter. This will remain the case

during the duration of the contract. Before any cost increases, the supplier must receive written approval from the authority.

4. Currency

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

5. Variations

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

6. Electronic Invoicing

6.1 The Authority shall accept for processing any electronic invoice that it is valid, undisputed and complies with the requirements of the Authority's e-invoicing system:

6.2 The Supplier shall ensure that each invoice is submitted in a PDF format and contains the following information:

6.2.1 the date of the invoice;

6.2.2 a unique invoice number;

6.2.3 the period to which the relevant Charge(s) relate;

6.2.4 the correct reference for the Contract

6.2.5 a valid Purchase Order Number;

6.2.6 the dates between which the Deliverables subject of each of the Charges detailed on the invoice were performed;

6.2.7 a description of the Deliverables;

6.2.8 the pricing mechanism used to calculate the Charges (such as fixed price, time and materials);

6.2.9 any payments due in respect of achievement of a milestone, including confirmation that milestone has been achieved by the Authority's Authorised Representative

6.2.10 the total Charges gross and net of any applicable deductions and, separately, the amount of any reimbursable expenses properly chargeable to the Authority under the terms of this Contract, and,

separately, any VAT or other sales tax payable in respect of each of the same, charged at the prevailing rate;

6.2.11 a contact name and telephone number of a responsible person in the Supplier's finance department and/or contract manager in the event of administrative queries; and

6.2.12 the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number);

6.3 The Supplier shall submit all invoices and any requested supporting documentation through the Authority's e-invoicing system or if that is not possible to: Shared Services Connected Ltd, PO Box 797, Newport, Gwent, NP10 8FZ; with a copy (again including any supporting documentation) to such other person and at such place as the Authority may notify to the Supplier from time to time.

6.4 Invoices submitted electronically will not be processed if:

6.4.1 The electronic submission exceeds 4mb in size

6.4.2 Is not submitted in a PDF formatted document

6.4.3 Multiple invoices are submitted in one PDF formatted document

6.4.4 The formatted PDF is "Password Protected"

Annex 4 – Sustainability

1 Sustainability

1.1 The Supplier must comply with the Authority's Sustainability Requirements set out in this Contract. The Supplier must ensure that all Supplier Staff and subcontractors who are involved in the performance of the Contract are aware of these requirements in accordance with clauses 8.1(c) and 13.2.

1.2 The Authority requires its suppliers and subcontractors to meet the standards set out in the Supplier Code of Conduct in accordance with clause 13.1(c).

1.3 The Supplier must comply with all legislation as per clause 13.1.

2 Human Rights

2.1 The Authority is committed to ensuring that workers employed within its supply chains are treated fairly, humanely, and equitably. The Authority requires the Supplier to share this commitment and to take reasonable and use reasonable and proportionate endeavours to identify any areas of risk associated with this Contract to ensure that it is meeting the International Labour Organisation International Labour Standards which can be found online - [Conventions and Recommendations \(ilo.org\)](https://www.ilo.org/) and at a minimum comply with the Core Labour Standards, encompassing the right to freedom of association and collective bargaining, prohibition of forced labour, prohibition of discrimination and prohibition of child labour.

2.2 The Supplier must ensure that it and its sub-contractors and its [or their] supply chain:

2.2.1 pay staff fair wages and

2.2.2 implement fair shift arrangements, providing sufficient gaps between shifts, adequate rest breaks and reasonable shift length, and other best practices for staff welfare and performance.

3 Equality, Diversity and Inclusion (EDI)

3.1 The Supplier will support the Authority to achieve its Public Sector Equality Duty by complying with the Authority's policies (as amended from time to time) on EDI. This includes ensuring that the Supplier, Supplier Staff, and its subcontractors in the delivery of its obligations under this Contract:

3.1.1 do not unlawfully discriminate either directly or indirectly because of race, colour, ethnic or national origin, disability, sex, sexual orientation, gender reassignment, religion or belief, pregnancy and maternity, marriage and civil partnership or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010;

3.1.2 will not discriminate because of socio-economic background, working pattern or having parental or other caring responsibilities;

3.1.3 eliminates discrimination, harassment, victimisation, and any other conduct that is prohibited by or under the Equality Act 2010;

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

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

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

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

4 Environment

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

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

4.2.1 resilience to climate change;

4.2.2 eliminating and/or reducing embodied carbon;

4.2.3 minimising resource consumption and ensuring resources are used efficiently;

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

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

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

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

5 Social Value

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

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

5.2.1 new businesses and entrepreneurs;

5.2.2 small and medium enterprises (SMEs);

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

5.2.4 mutuals; and

5.2.5 other underrepresented business groups.

[Incorporate the appropriate Annex 5 version for this requirement.

To meet Defra group requirements for Sustainability and Social Value, two versions of Annex 4 have been developed to support when using the Short Form; Annex 5 and Annex 4 Enhanced. [See One Way of Working Updates to Terms and Conditions Presentation – Slide 12](#) to determine which Annex 5 is appropriate for use.]

Short Form Terms

1. Definitions used in the Contract

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

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

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

"Documentation"	<p>descriptions of the Services, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) that is required to be supplied by the Supplier to the Authority under the Contract as:</p> <p>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>c) has been or shall be generated for the purpose of providing the Deliverables;</p>
"Existing IPR"	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
"Expiry Date"	means the date for expiry of the Contract as set out in the Order Form;
"FOIA"	means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;</p>
"Goods"	means the goods to be supplied by the Supplier to the Authority under the Contract;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Information"	has the meaning given under section 84 of the FOIA;

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

"Purchase Order Number"	means the Authority's unique number relating to the order for Deliverables to be supplied by the Supplier to the Authority in accordance with the terms of the Contract;
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Services"	means the services to be supplied by the Supplier to the Authority under the Contract;
"Specification"	means the specification for the Deliverables to be supplied by the Supplier to the Authority (including as to quantity, description and quality) as specified in Annex 2;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where applicable, the Authority's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Start Date"	Means the start date of the Contract set out in the Order Form;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any subcontractor engaged in the performance of the Supplier's obligations under the Contract;
"Supplier"	means the person named as Supplier in the Order Form;
"Sustainability Requirements"	means any relevant social or environmental strategies, policies, commitments, targets, plans or requirements that apply to and are set out in the Annex 4;
Tender Submission	means the Supplier's response to the invitation to the bidder pack (including, for the avoidance of doubt, any clarification provided by the Supplier).
"Term"	means the period from the Start Date to the Expiry Date as such period may be extended in accordance with the Order Form or terminated in accordance with Clause 11;

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

2. Understanding the Contract

In the Contract, unless the context otherwise requires:

2.1 references to numbered clauses are references to the relevant clause in these terms and conditions and references to numbered paragraphs are references to the paragraph in the relevant Annex;

2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;

2.3 the headings in this Contract are for information only and do not affect the interpretation of the Contract;

2.4 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;

2.5 the singular includes the plural and vice versa;

2.6 a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that law;

2.7 any reference in this Contract which immediately before the IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time):

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

2.8 the word ‘including’, “for example” and similar words shall be understood as if they were immediately followed by the words “without limitation”;

2.9 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

2.10 any Annexes form part of this Contract and shall have effect as if set out in full in the body of this Contract. Any reference to this Contract includes the Annexes; and

2.11 all undefined words and expressions are to be given their normal English meaning within the context of this Contract. Any dispute as to the interpretation of such undefined words and expressions shall be settled by reference to the definition in the Shorter Oxford English Dictionary.

3. How the Contract works

3.1 The Order Form is an offer by the Authority to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.

3.2 The Supplier is deemed to accept the offer in the Order Form when the Authority receives a copy of the Order Form signed by the Supplier.

3.3 The Supplier warrants and represents that its Tender Submission and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

4. What needs to be delivered

4.1 All Deliverables

(a) The Supplier must provide Deliverables: (i) in accordance with the Specification; (ii) to a professional standard; (iii) using all reasonable skill and care; (iv) using Good Industry Practice; (v) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract; (vi) in accordance with such policies and procedures of the Authority (as amended from time to time) that may be specified in the Contract (vii) on the dates agreed; and (viii) in compliance with all applicable Law.

(b) Not used.

4.2 Services clauses

(a) Late delivery of the Services will be a breach of the Contract.

(b) The Supplier must co-operate with the Authority and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including any security requirements.

(c) The Authority must provide the Supplier Staff with reasonable access to its premises at such reasonable times agreed with the Authority for the purpose of supplying the Services.

(d) The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Authority to the Supplier for supplying the Services remains the property of the Authority and is to be returned to the Authority on expiry or termination of the Contract.

(e) The Supplier must allocate sufficient resources and appropriate expertise to the Contract.

(f) The Supplier must take all reasonable care to ensure performance does not disrupt the Authority's operations, employees or other contractors.

(g) On completion of the Services, the Supplier is responsible for leaving the Authority's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Authority's premises or property, other than fair wear and tear and any pre-existing cleanliness, safety or tidiness issue at the Authority's premises that existed before the commencement of the Term.

(h) The Supplier must ensure all Services, and anything used to deliver the Services, are of the required quality and free from damage or defects.

- (i) Provided that it gives written notice to the Supplier, the Authority is entitled to withhold payment for partially or undelivered Services or for Services which are not delivered in accordance with the Contract (except where such undelivered Services is due to an Authority Cause) 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 delivered, the Supplier shall be entitled to invoice the Authority for the charges in Annex 3. The Supplier shall raise invoices promptly and in any event within 90 days from when the charges are due.

5.2 All Charges:

- (a) exclude VAT, which is payable on provision of a valid VAT invoice and charged at the prevailing rate;
- (b) include all costs connected with the supply of Deliverables.

5.3 The Authority must pay the Supplier the charges within 30 days of receipt by the Authority of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the Order Form.

5.4 A Supplier invoice is only valid if it:

- (a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Authority as set out in Annex 3; and
- (b) includes a detailed breakdown of Deliverables which have been delivered (if any).

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

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

5.6 If any sum of money is recoverable from or payable by the Supplier under the Contract (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Contract), that sum may be deducted unilaterally by the Authority from any sum then due, or which may become due, to the Supplier under the Contract or under any other agreement or contract with the Authority. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Authority in order to justify withholding payment of any such amount in whole or in part.

5.7 The Supplier must ensure that its subcontractors and supply chain are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Authority can publish the details of the late payment or non-payment.

6. The Authority's obligations to the Supplier

6.1 If the Supplier fails to comply with the Contract as a result of an Authority Cause:

- (a) the Authority cannot terminate the Contract under clause 11 on account of the failure to comply, provided this will not prejudice the Authority's right to terminate for another cause that may exist at the same time;
- (b) the Supplier will be relieved from liability for the performance of its obligations under the Contract to the extent that it is prevented from performing them by the Authority Cause and will be entitled to such reasonable and proven additional expenses that arise as a direct result of the Authority Cause;
- (c) the Supplier is entitled to any additional time needed to deliver the Deliverables as a direct result of the Authority's Cause;
- (d) the Supplier cannot suspend the ongoing supply of Deliverables.

6.2 Clause 6.1 only applies if the Supplier:

- (a) gives notice to the Authority within 10 Working Days of becoming aware of an Authority Cause, such notice setting out in detail with supporting evidence the known reasons for the Authority Cause;
- (b) demonstrates that the failure only happened because of the Authority Cause;
- (c) has used all reasonable endeavours to mitigate the impact of the Authority Cause.

6.3 The Authority shall:

- (a) co-operate with the Supplier and provide such assistance as is reasonably required to enable the Supplier to deliver the Services;
- (b) provide to the Supplier in a timely manner all documents, information, items and materials in any form (whether owned by the Authority or third party) reasonably required by the Supplier in connection with the Services and ensure that they are accurate and complete in all material respects; and
- (c) obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable the Supplier to provide the Services, including in relation to the use of all materials supplied by the Authority to the Supplier.

7. Record keeping and reporting

7.1 The Supplier must ensure that suitably qualified (and authorised) representatives

attend progress meetings with the Authority and provide progress reports when specified in Annex 2.

7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for seven years after the date of expiry or termination of the Contract.

7.3 The Supplier must, upon reasonable written notice, allow any auditor appointed by the Authority access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the audit.

7.4 The Supplier must provide information to the auditor and reasonable co-operation at their request.

7.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

- (a) tell the Authority and give reasons;
- (b) propose corrective action;
- (c) agree a deadline with the Authority for completing the corrective action.

7.6 If the Authority, acting reasonably, is concerned either:

- (a) as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract; or
- (b) as to the sustainability or health and safety conduct of the Supplier, subcontractors and supply chain in the performance of the Contract;

then the Authority may:

- (i) require that the Supplier provide to the Authority (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract (in the case of (a)) or improve its sustainability conduct or performance (in the case of (b)) and the Supplier will make changes to such plan as reasonably required by the Authority and once it is agreed then the Supplier shall act in accordance with such plan and report to the Authority on demand
- (ii) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Authority or materially fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Authority notifies).

8. Supplier staff

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

- a) be appropriately trained and qualified;
- b) be vetted using Good Industry Practice and in accordance with the instructions issued by the Authority in the Order Form;
- c) comply with the Authority's conduct requirements when on the Authority's premises including, without limitation, those Sustainability Requirements relating to Equality, Diversity & Inclusion (EDI) contained in Annex 4; and
- d) be informed about those specific requirements referred to in Clause 13.2.

8.2 Where an Authority decides, acting reasonably, one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must use reasonable endeavours to replace them with a suitably qualified alternative.

8.3 If requested in writing, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 8.

8.4 The Supplier must provide a list of Supplier Staff needing to access the Authority's premises and say why access is required.

8.5 The Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) arising from claims brought against it by any Supplier Staff caused by an act or omission of the Supplier or any other Supplier Staff.

8.6 The Supplier shall use those persons nominated in the Order Form (if any) to provide the Deliverables and shall not remove or replace any of them unless:

- (a) reasonably requested to do so by the Authority in writing;
- (b) the person concerned resigns, retires or dies or is on maternity, adoption, shared parental leave or long-term sick leave; or
- (c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated.

9. Rights and protection

9.1 The Supplier warrants and represents that:

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

- (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
- (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;
- (f) it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
- (g) it is not impacted by an Insolvency Event.

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

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

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

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

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

10. Intellectual Property Rights (IPRs)

10.1 Each Party keeps ownership of its own Existing IPRs. Where the Deliverables incorporate the Supplier's Existing IPRs, the Supplier gives the Authority, subject to payment in full of the Charges, a non-exclusive, perpetual, royalty-free, irrevocable (except where this licence is breached by the Authority or its sub-licensees), transferable worldwide licence to use and sub-license the Supplier's Existing IPR as incorporated in the Deliverables only to enable it and its sub-licensees to both:

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

10.2 Any New IPR created under the Contract is owned by the Authority. The Authority gives the Supplier a licence to use any Authority Existing IPRs for the purpose of fulfilling its obligations under the Contract and a perpetual, royalty-free, irrevocable, transferable, 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 the other Party's 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 Authority 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, excluding any Authority Existing IPR or Authority New IPR (an "IPR Claim"), then the Supplier indemnifies the Authority 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 Authority's sole option, either:

- (a) obtain for the Authority the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights;
- (b) replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.

10.7 If any claim is made against the Supplier for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, materials supplied by the Authority as incorporated into New IPR, (a "Supplier IPR Claim"), then the Authority indemnifies the Supplier against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the Supplier IPR Claim.

10.8 Where the Supplier utilises third party materials in the New IPR, it shall make the Authority aware of such usage and any licence terms applicable, which the Authority must comply with.

11. Ending the contract

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

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

Ending the Contract without a reason

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

When the Authority can end the Contract

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

- (i) there is a Supplier Insolvency Event;
- (ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify in the Authority's opinion that the Supplier's conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
- (iii) if the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied. Where a material breach is not capable of remedy, the Authority has the right to immediately terminate the Contract;
- (iv) there is a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Authority in writing;
- (v) if the Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;
- (vi) the Supplier or its affiliates embarrass or bring the Authority into disrepute or diminish the public trust in them;
- (vii) where a right to terminate described in clause 27 occurs;
- (viii) the Supplier is in breach of any of its health, safety and well-being obligations under clause 28.1(a); and
- (ix) where, in accordance with clause 33.3, there is or may be an actual or potential conflict of interest.

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

11.5 What happens if the Contract ends

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

- (a) Not used;

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

11.6 When the Supplier can end the Contract

- (a) The Supplier can issue a reminder notice if the Authority does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Authority fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value of [REDACTED] whichever is the lower, within 30 days of the date of the reminder notice.
- (b) If a Supplier terminates the Contract under clause 11.6(a):
 - (i) the Authority must promptly pay all outstanding charges incurred to the Supplier;
 - (ii) the Authority must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with satisfactory evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated;
 - (iii) clauses 11.5(d) to 11.5(g) apply.

11.7 Partially ending and suspending the Contract

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

remaining parts of it can still be used to effectively deliver the intended purpose.

(c) The Parties must agree (in accordance with clause 25) any necessary variation required by clause 11.7.

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

12. How much you can be held responsible for

12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than the value of the Charges or three (3) times the cost of the project which is [REDACTED] which ever is higher]] unless specified in the Order Form.

12.2 No Party is liable to the other for:

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

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

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

12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 4.2(j), 4.2(m), 8.5, 9.3, 10.5, 13.3, 15.28(e) or 31.2(b).

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

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

12.7 Any indemnity provided for under this Contract from the Supplier to the Authority is conditional upon the following:

- (a) the Authority giving prompt written notice to the Supplier of any such claim;
- (b) the Authority not prejudicing the claim in any way;
- (c) the Authority providing reasonable co-operation and assistance to the

- Supplier in the defence and settlement of such claim; and
(d) the Supplier being given sole authority to defend or settle the claim.

13. Obeying the law

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

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

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

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

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

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

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

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

14. Insurance

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

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

15. Data protection

15.1 There is no personal data being transferred, therefore, this clause does not apply.

16. What you must keep confidential

16.1 Each Party must:

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

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

- (a) where disclosure is required by applicable law, permitted in respect of an audit pursuant to clause 7.3, or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the disclosing Party's Confidential Information;
- (f) to its auditors or for the purposes of regulatory requirements;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis;
- (h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

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

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

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Authority;
- (b) on a confidential basis to any other Central Government Body, any successor

body to a Central Government Body or any organisation that the Authority transfers or proposes to transfer all or any part of its business to;

(c) if the Authority (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;

(d) where requested by Parliament; and/or

(e) under clauses 5.7 and 17.

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

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

16.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

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

17. When you can share information

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

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

(a) comply with any Freedom of Information Act (FOIA) request;

(b) comply with any Environmental Information Regulations (EIR) request.

17.3 The Authority may talk to the Supplier to help it decide whether to publish information under clause 17. However, the extent, content and format of the disclosure is the Authority's decision, which does not need to be reasonable.

18. Invalid parts of the contract

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

19. No other terms apply

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

20. Other people's rights in a contract

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

21. Circumstances beyond your control

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

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

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

21.3 Where a Party terminates under clause 21.2:

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

22. Relationships created by the contract

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

23. Giving up contract rights

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

24. Transferring responsibilities

24.1 The Supplier cannot assign the Contract, or any rights under it, without the Authority's written consent (such consent not to be unreasonably withheld or delayed).

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

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

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

24.5 If the Authority asks the Supplier for details about its subcontractors and/or supply chain engaged with delivery of the Services under this Contract, the Supplier must provide such details as the Authority reasonably requests including, without limitation:

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

25. Changing the contract

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

26. How to communicate about the contract

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

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

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

27. Preventing fraud, bribery and corruption

27.1 The Supplier shall not:

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

any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.

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

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

- (a) terminate the Contract and recover from the Supplier the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Deliverables and any additional expenditure incurred by the Authority throughout the remainder of the Contract; or
- (b) recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of this clause.

28. Health, safety and wellbeing

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

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

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

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

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

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

29. Business Continuity

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

30. Whistleblowing

30.1 The Supplier will provide to employees working on the service with a copy of the Authority's Whistleblowing Policy, including the helpline.

31. Tax

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

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

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

31.3 If any of the Supplier Staff are Workers who receive payment relating to the

Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

- (a) the Authority may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 31.2, or why those requirements do not apply, the Authority can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Authority's request if the Worker fails to provide the information requested by the Authority within the time specified by the Authority;
- (c) the Worker's contract may be terminated at the Authority's request if the Worker provides information which the Authority considers isn't good enough to demonstrate how it complies with clause 31.2 or confirms that the Worker is not complying with those requirements;
- (d) the Authority may supply any information they receive from the Worker to HMRC for revenue collection and management.

32. Publicity

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

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

33. Conflict of interest

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

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

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

34. Reporting a breach of the contract

34.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the

Authority any actual or suspected breach of Law or breach of its obligations under the Contract.

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

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

35. Resolving disputes

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

35.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 35.3 to 35.5.

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

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

35.4 The Supplier agrees that the Authority 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.

35.5 The Authority has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 35.3, unless the Authority 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 35.4.

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

35.7 The provisions of this clause 35 are without prejudice to the Authority's right to terminate or suspend the Contract under clause 11 and a Party's right to seek injunctive relief.

36. Which law applies

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

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

37. Non-Solicitation

37.1 The Authority shall not during the term of this Contract and for 12 months thereafter other than via public advertisement entice or solicit for employment with it or any other entity any trainer or consultant who has been engaged to provide the Services.

37.2 The Supplier shall not during the term of this Contract and for 12 months thereafter other than via public advertisement entice or solicit for employment with it or any other entity any participant who has received the training Services.