

**Cheshire and Warrington
Local Enterprise Partnership**

INVITATION TO TENDER

FOR

UNDERSTANDING THE BARRIERS TO DIGITAL CONNECTIVITY

4th NOVEMBER 2022

THE LEP REF: CWLEP_IB_010

Return Date of ITT: 23rd NOVEMBER 2022, 5.00pm

Contents

SECTION 1 – The LEP Profile	3
SECTION 2 – Scope of Procurement	3
SECTION 3 – Specification	5
SECTION 4 – Award Criteria.....	7
SECTION 5 – Submission requirements and timetable.....	11
SECTION 6 – Terms and conditions of tender submissions	13
APPENDIX 1 - FORM OF TENDER – TO BE COMPLETED AND RETURNED	15
APPENDIX 2 – PRICE SCHEDULE – TO BE COMPLETED AND RETURNED	18
APPENDIX 3 - SUPPLIER TECHNICAL QUESTIONS & ANSWER SHEET – TO BE COMPLETED AND RETURNED	19
APPENDIX 4 – KEY PERFORMANCE INDICATORS (KPI'S)	21
APPENDIX 5 – CONDITIONS OF CONTRACT.....	22

SECTION 1 – The LEP Profile

The Local Enterprise Partnership (The LEP) leads the growth of the Cheshire and Warrington economy through a powerful partnership between the private, public, and voluntary sectors. Our ambition is to be the UK's healthiest, most sustainable, inclusive and growing economy.

Working in collaboration with local government, businesses, educational institutes and other public, private and community sector organisations, we keep Cheshire and Warrington firmly on the map.

SECTION 2 – Scope of Procurement

This procurement exercise is being conducted as a below threshold open tender. The tender documents comprise this ITT document.

The LEP are looking to procure a specific understanding of the barriers to digital connectivity in Cheshire and Warrington and the extent to which each barrier limits the adoption of digital technology by residents, businesses, suppliers of services from a high-quality provider that delivers a service that is demonstrably focused around the needs of The LEP.

This ITT sets out the information which is required to assess the suitability of bidders in terms of their capability to deliver the specification, quality assurance processes, relationship management, pricing, service levels and innovative solutions to meet the requirements of The LEP for Understanding the Barriers to Digital Connectivity.

The successful bidder will be required to deliver services in accordance with all tender documents and the contract to be placed with the successful bidder. Tenderers are requested to study the specification in detail and ensure that the specified requirements can be met and thus your understanding of our requirements is reflected in your Pricing Schedule return.

The contract is expected to commence in early December 2022, with the exact dates to be agreed depending on the agreement between the successful provider and The LEP.

The LEP wish to secure efficiencies and economies of scale by means of a procurement exercise for meeting the requirements detailed within this documentation. The principal benefits anticipated by The LEP in this procurement include;

- Ability to maximise opportunities for best value and efficient services
- To allow bidders to explore efficiencies, which may be possible by suggesting innovative and cost-effective solutions
- Presentation of cost savings to The LEP in order to maximise economical operational efficiency and value for money
- A resultant contract that meets the tender requirements and supports the LEP with their ambition

The Contract will be awarded for an initial period until 28th February 2023 (completion of Stage 1) with an option to extend until 31st March 2023 (completion of Stage 2) based on satisfactory performance through continuous monitoring and performance review.

During the contract life, the successful bidder will need to achieve continuous improvement. Failure to do so may result in the contract being terminated.

The basis of the contract will include:

- Consultancy to deliver stage 1 - the evidence base, and (subject to contract extension) stage 2 - strategy refresh.

Stage 1

- Stage 1 to commence by early December 2022 and complete by 28th February 2023.
- Inception meeting w/c 5th December 2022
- Delivery of initial stage 1 draft report by 26th January 2023
- Delivery of Draft Final report & Presentation by 10th February 2023
- Delivery of Final Report and presentation materials by 20th February 2023
- Final Completion of Stage 1 by 28th February 2023.

Stage 2 (if extended)

- Delivery of Draft stage 2 report & Presentation by 20th March 2023
- Final Completion of Stage 2 by 31st March 2023.
- Final handover meeting

In both stages

- Monthly progress reports
- Attendance at regular steering group meetings
- Project Management Plan
- Stakeholder engagement and interviews as required

SECTION 3 – Specification

Detail of requirements

The aim of this commission is to 1) develop our understanding of the barriers to digital connectivity and adoption within Cheshire and Warrington and (2) identify and prioritise interventions to reduce/overcome them. We consider those barriers could include to varying degrees a lack of broadband, infrastructure and connections, peoples' level of skill, capability and confidence, and issues pertaining to inclusion whether by choice (i.e., lack of motivation to use digital) or forced through factors such as affordability or availability of devices and connections. We seek to understand what is holding back businesses and people from adopting digital. It is our aim to understand the “real” barriers, which may be different for our various communities e.g., residents, businesses, suppliers etc. We intend to use the outputs from this study to work with our partners to refresh the digital strategies for Cheshire and Warrington to ensure they are effective, compelling, will maximise investment, and deliver for people, businesses and places. We also seek to assess whether existing support (e.g., from BDUK) and planning regulations are effective enablers to improving digital coverage and access. We recognise that resources to deliver improvements will be limited and we seek to identify where and how best to deploy them, i.e., either a clearly defined plan for implementation or set of criteria against which possible projects can be evaluated prioritising those which will make the greatest difference.

All parts of the work will need to consider:

- The digital evidence through the lens of healthy, sustainable and inclusive growth, in line with the subregional vision.
- Understanding in more detail the impact of remote working and digital provision of services on the area and therefore the implications for digital connectivity, the skills and capabilities to use it and those sections of our communities least able to access services.
- What the Government's Digital Strategy 2022 and levelling up agenda means for the area, away from a narrower focus on productivity which was aligned with previous government policy.
- The need to ensure that we have sufficient focus on place e.g. taking into account our geography of urban areas with an extensive rural hinterland; and at the level of our key town centres, rural spaces, on our two key Growth Corridors (the Cheshire Science Corridor and the High-Speed Growth Corridor), infrastructure and housing, and our key industrial clusters in manufacturing, energy and life sciences.

The commission covers four key elements, although it is expected that there will need to be a degree of flexibility in this work programme to respond to specific issues raised because of the evidence gathered:

- Evidence gathering and consolidation
- Policy review and implications: position paper
- Refresh of the digital infrastructure and digital skills strategy
- Stakeholder engagement

Stage 1a - Evidence Gathering and Consolidation

Stage one will review and consolidate existing evidence and generate new up-to-date evidence where there are gaps.

The LEP developed a good high-level evidence base as part of the production of the Digital Infrastructure Plan published in October 2020. Evidence on the current level of skills and future needs is provided in e.g., the Cheshire and Warrington Skills Report 2022, due to be finalised in the next few weeks and which will be made available.

The LEP is not seeking to duplicate this work, but to build on it, and to identify and fill gaps at a subregional level. The work should be in and of itself a stand-alone element but also provide a framework for additional individually commissioned elements of the digital evidence base, should that become necessary.

Stage 1b - Policy Review and Implications: Position paper

This position paper will be a review of the policy landscape and initial indications for future strategy and will also include a light touch review/evaluation of progress to date against existing strategy / plans. It will also need to undertake a comparison and benchmarking exercise undertaken which identifies relative strengths and weaknesses and ensures we refresh our strategy based on evidence of what works.

The evidence base will give us an up-to-date picture of our digital infrastructure, including the proportions of premises connected and mobile coverage, the quality of that coverage, the level of skills, capabilities and digital confidence in our residents, the proportion of our residents without or with limited access to digital devices / connections and the underlying reasons.

A key element of this commission will be supporting the LEP and partners to understand what the data might be telling us about what elements are driving or hindering digital use, the future direction of digital and the implications this has for infrastructure and peoples' capabilities and provision of services. Further, how national and global economic or other trends might impact on this. This is expected to require a degree of foresight as to the major changes.

Stage 2 – Strategy refresh

As a Stage 2 of this commission (following a contract break point?) this should build on stages 1a and 1b to work with the LEP and subregional stakeholders to develop reframed and refreshed strategies as appropriate. The consultant team would be expected to 'hold the pen' on the strategy, however would be facilitating the input of wider colleagues.

It will need to incorporate a balanced score card approach – i.e., establish a key set of KPI's / metrics - to monitor progress and clearly demonstrate impact.

Stakeholder Engagement

Throughout this work we are keen to ensure that our evidence base and strategy is grounded in reality and has the support of other key stakeholders. As such the study is required to undertake an appropriate programme of stakeholder engagement activity alongside and in support of this activity and the successful consultants will be expected to participate in a number of those meetings/events, providing presentation material to support their findings. At this stage we would expect the inclusion of a provisional sum to cover this activity with the detail to be worked up jointly upon appointment.

Deliverables

Initial deliverables will include a plan for market research and engagement with various groups of stakeholders. The plan should incorporate a stakeholder map and the approaches for engaging with each set of stakeholders. The outputs from that work will include a report and presentation materials (e.g., power point slide decks) collating the evidence and findings.

Final deliverables will include products, e.g., reports, presentations, interactive databases, maps, suitable for subregional use and displaying on the LEP's website, subject to internal graphic design treatment and finalisation etc.

If extended into Stage 2, there will be a requirement to produce an action plan, with prioritised actions for the different categories of "barrier", e.g., what infrastructure needs to tackle first, what skills / capabilities gaps to address, what policy issues to challenge. The action plan should also establish a set of criteria against which possible projects could be evaluated to determine use of resources.

There will be a requirement to make presentation/s to relevant bodies e.g. LEP Strategy Programme Board, LEP Digital Connectivity Board, LEP Employers Skills and Education Board, Cheshire and Warrington Digital Skills Partnership, LEP Board, internal executive team (some but not all of the above) and up to three additional stakeholder sessions. It is expected that data can be presented at subregional, local authority, and smaller units of geography such as constituency, towns and wards.

SECTION 4 – Award Criteria

4.1 Award Criteria

The Contract will be awarded on the basis of the following weighted award criteria:

	Award Criteria	Weighting
4.1.1	Conformance to Specification Submissions which do not, in the opinion of The LEP, adequately meet the Performance Specification will not be marked for the Technical Merit and Price Criteria outlined below and will not be taken forward to any subsequent stages of the Tender evaluation.	PASS/FAIL

4.1.2	Value for Money	30%
4.1.3	Technical Merit (Quality)	70%
	TOTAL	100%

The **Technical Merit** criteria is made up of the following sub-criteria:

4.1.3.1	Approach and methodology to the commission	15%
4.1.3.2	Track Record of undertaking similar commissions	20%
4.1.3.3	The proposed consultancy team, their qualifications and relevant expertise and experience	20%
4.1.3.4	The approach to project management and quality assurance, including a project plan and timetable	10%
4.1.3.5	Social Value	5%

Technical scores from the Tender stage will then be added together to give a total **technical score out of 70%** which will then be added to the **Price score (out of 30%) to give an overall score of 100%**.

4.2 Interview (Not scored)

Based on the scored elements, The LEP reserves the right to invite Tenderers, by rank order, to an interview stage. Tenderers invited to an interview will be expected to provide any equipment, consumables and suitably qualified/skilled staff free of charge.

4.3 Supplier Evaluation

The evaluation of submissions will be on the criteria listed below in **section 4**. The criteria will count for 100% of the overall evaluation with the relevant weightings listed next to each individual criterion stated below.

Evaluation criteria will be a combination of both financial and non-financial factors and will consider the following areas:

4.2.1 Value for Money (30%)

The Value for Money criteria carries a weighting of 30% of the overall achievable score. The supplier must provide an economically sound and commercially attractive proposal offering outstanding customer service and satisfaction. As a guide, the funding allocation for stages 1 and 2, is in the range of £50,000.

Please see Appendix 2 Pricing Schedule to be completed and returned by all suppliers.

A price score shall be calculated for each stage of the tender by reference to the lowest tender, which is given a point score of **5 (15%)**. One point shall be deducted from each of the other tenders for each percentage point above the lowest in accordance with the following formula:

$$5 \times (a / b) = \text{score}$$

where -

a = price of lowest Bidder

b = price of tender being evaluated

4.2.1.1 Prices submitted as part of this ITT must remain open for acceptance for a **minimum of 120 days** from the closing date for the receipt of offers.

4.2.1.2 Prices must be exclusive of **VAT**. Please see Appendix 2 for Pricing schedule that should be completed and returned as part of your tender response.

4.2.1.3 The contract price will be **fixed** for the duration of the contract.

4.2.1.4 Bidders must demonstrate how their proposals represent overall value for money and how they will assist The LEP with cost initiatives.

4.2.2 Technical Merit (Quality) (70%)

Quality – **This carries a weighting of 70%** of the overall achievable score and is broken down into the following areas and respective weightings.

	Weighting
1. COMPANY DETAILS i) – iv) Provide company details	Information only
2. Approach and Methodology i) Outline your approach and methodology to the commission	15%
3. Track Record of undertaking similar commissions i) Provide 3 examples of similar works that you have undertaken in the past	20%
4. The proposed consultancy team, their qualifications and relevant experience i) Provide an outline of the proposed consultancy team (<i>maximum number of words: 500</i>) ii) Provide the team's qualifications, expertise and relevant experience (<i>maximum number of words: 500</i>)	20%
5. Approach to project management and quality assurance i) Outline your approach to project management (<i>maximum number of words: 500</i>) ii) Outline your approach to quality assurance (<i>maximum number of words: 500</i>) iii) Provide (attach) your project plan and timetable for completing the work and adhering to the milestones and KPIs/basis of contract.	10%
6. Social Value i) Outline your firm's approach to sustainability, inclusivity and creating social value (<i>maximum number of words: 500</i>)	5%

Please see Appendix 3 Supplier Technical Questions & Answer sheet to be completed and returned by all suppliers.

The information supplied will be checked for completeness and compliance before Tenders are evaluated. Failure to comply with any of the requirements or any other specified requirements might render a tender liable to disqualification.

NOTE: If any criteria within the specification document are classed as non-compliant The LEP will not be able to take your tender through to the next stage. If, however, you state that you are non-compliant and are able to provide an alternative solution, the LEP reserve the right to consider the alternative solution. No guarantee will be given that the alternative solution will be accepted.

4.4 Scoring Principles

Submitted Tenders will be assessed against the above criteria and scored using the following points system principles:

Scoring criteria	Score
Failure to respond or irrelevant information which fails to meet the requirement	0
Response is inadequate, significantly failing to meet the requirements	1
Response is unsatisfactory partially meets the requirement	2
Response is acceptable and meets the minimum requirement	3
Response is good - better than merely acceptable	4
Response is excellent, exceeds the requirement and gives added value	5

Clarifications maybe sought in writing, or by interview/presentation from the suppliers and scores adjusted accordingly. Visits to reference sites may also allow for adjustments to scores.

Full or partial proposals that in the opinion of The LEP are unrealistically low or not reasonable sustainable (in terms of Quality or Price) may be rejected.

Technical scores will be added together to give a total **technical score out of 70%** which will then be added to the **Value for Money score (out of 30%) to give an overall score of 100%.**

SECTION 5 – Submission requirements and timetable

5.1 Closing Date & Submission

The closing date and time for the receipt of submissions and all requested documentation relating to this stage is **17:00 hours (5pm) on 23rd November 2022**. Late submissions will not be accepted.

Submissions will only be accepted if they are returned via email to tenders@cheshireandwarrington.com. Bidders should not send their completed submissions to/copy in any other email address.

Tenderers are advised that it is **compulsory** to complete and return **all** of the following documents in the format provided as per the instructions of this ITT. All questions must be answered, where a question does not apply please state “Not applicable”. Failure to complete the documents in full and/or provide all documentation will result in a non-compliant tender submission and will mean that your tender is not considered.

- 1. Form of Tender Declaration (Appendix 1)**
- 2. Pricing Schedule (Appendix 2)**
- 3. Supplier Technical Questions & Answer Sheet (Appendix 3)**

5.2 Tender Queries

If you have any specific questions concerning this document or the process for submission of your proposal, then please email through to: tenders@cheshireandwarrington.com no later than **17.00 (5pm) on Tuesday 15th November 2022**. Only questions submitted to this email address will be answered. Queries received after this date will not be accepted and will not be responded to.

It would be most helpful if queries could be submitted in one email rather than piecemeal. If any question or request for clarification is considered to be of material significance, both the question and the response may be issued for review by all potential providers in a suitably anonymous form. All communication received from potential providers will be treated in strict confidence but are subject to this paragraph.

5.3 Proposed Schedule of Events

The proposed schedule for the procurement process is as follows. However, the dates indicated, except for the return date should be regarded as indicative at this stage as The LEP reserves the right to extend and / or amend the timetable as necessary. Any major changes will be communicated to all potential tenderers.

Activity	Date
Invitation to Tender (ITT) Live	4 th November 2022
Deadline for queries	15 th November 2022, 5pm
The LEP response to queries via email to all tenderers	17 th November 2022
Tender submission deadline	23 rd November 2022, 5pm
Interviews (if applicable)	w/c 28 th November 2022
Evaluation of submissions	w/c 28 th November 2022
Bidders notified of contract award	w/c 5 th December 2022
Mobilisation Period	w/c 5 th December 2022
Contract signing	w/c 5 th December 2022
Contract to start	w/c 5 th December 2022

5.4 Instructions to tenderers

Bidders:

- Shall either destroy or return all documentation related to the tender process if The LEP so directs
- Shall ensure that tenders are both technically and arithmetically correct. Should The LEP discover any arithmetical errors in the bidder's tender prices then these shall be pointed out to the bidder who shall immediately correct the errors or they shall be asked to withdraw its tender or hold the prices submitted, at the discretion of The LEP
- Shall not alter the ITT documents. Tender proposals will be deemed to comply entirely with the terms stated therein unless the bidder states otherwise in writing. If any alteration is made or if these instructions are not fully complied with, the tender proposal may be rejected
- Will be deemed to have satisfied themselves as to the sufficiency of their tender proposal and to have included in it all costs which may be incurred in the delivery of the services. They shall also be responsible for satisfying themselves as to the accuracy of all information associated with the contract and that all eventualities have been included

The contract will be entered into on the basis of the total tender package (inclusive of VAT) which will be included as part of the Contract Documents including any amounts or additions made and agreed during the tender proposal assessment period. The LEP reserves the right not to contract or contract only in part with any bidder.

The information supplied within this ITT and accompanying documents reflects The LEP's current view of the services required. Whilst the information in this ITT has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. This ITT is issued on the basis that:

- The LEP does not accept any liability, responsibility or duty of care to any tenderer for the adequacy, accuracy or completeness of this ITT or for anything said or done in relation to the procurement to which this ITT relates;
- The LEP does not make any (express or implied) representation or warranty either about the information contained in this ITT or on which it is based, or about any written or oral information that may be made available to any bidder;
- Nothing contained in this ITT constitutes an inducement or incentive in any way to persuade an interested person to pursue its interest, submit a tender proposal or enter into any contract;
- Neither this ITT nor any information supplied by The LEP should be relied on as a promise or representation as to its future requirements;
- This ITT is neither an offer capable of acceptance nor is it intended to create a binding contract nor is it capable of creating such a contract by any subsequent actions

The LEP reserves the right to suspend, cancel or withdraw the tender process at any time and will not be responsible for any costs incurred to potential suppliers.

SECTION 6 – Terms and conditions of tender submissions

Please see below for the terms and conditions of this tender. Through submitting a bid on this tender, you are committing to meet and abide by these terms and conditions:

6.1 Confidentiality and Disclaimer

This ITT is not an offer capable of acceptance, but represents a definition of specific legal service requirements and an invitation to submit a response addressing such requirements.

Neither the issue of the ITT to you, your preparation and submission of a tender, or the subsequent receipt and evaluation of your tender by The LEP commits The LEP to award a contract to you or any other bidder, even if all requirements stated in the ITT are met. The LEP is not responsible directly or indirectly for any costs incurred by your firm in responding to this ITT and participating in The LEP's procurement process.

All firms shall keep strictly confidential any and all information contained in this ITT, and other information or documents made available to it by or on behalf of The LEP in connection with this ITT. The firms shall not disclose, nor allow any such information to be disclosed. Submission of a formal response to this ITT will confirm your agreement to observe these confidentiality requirements.

Contact by the firms with The LEP during the bidding process should only be via the contact stated within this ITT. Respondents shall not offer or give any consideration of any kind to any employee or representative of The LEP as an inducement or reward for doing, or refraining from doing, any act in relation to the obtaining or execution of this or any other contract with The LEP.

6.2 Material Misrepresentation

The LEP shall rely on the information provided by the bidder in relation to its offer. In providing the services as specified in the Invitation to Tender documents the successful bidder/tenderer shall comply with the contents of its offer as failure in this respect may constitute a material breach of contract.

6.3 Collusive Bidding

Collusive bidding is unacceptable to The LEP. Any tenderer that is caught by The LEP to be circumventing rules or the law during this tender process will automatically be disqualified from the tender process.

This applies to any bidder who:

- a).** Fixes or adjusts the amount of his bid by or in accordance with any agreement or arrangement with any other person, or
- b).** Communicates to any person other than The LEP the amount or approximate amount of his proposal (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the tender for instance) or,
- c).** Enters into any agreement or arrangement with any other person* that he shall refrain from bidding or as to the amount of any bid to be submitted, or
- d).** Offers or agrees to pay or give, or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, or causing or having caused to be done in relation to any Offer or proposed Offer for the Services or any act or omission will be disqualified (without prejudice to any other civil remedies available to The LEP and without prejudice to any criminal liability which such conduct by a bidder may attract)

*NB Sub-contracting is permissible where the bidder believes that this will enhance their proposal, however this must be clearly stated.

6.4 Bribery

Bribery means any offence under the Bribery Act 2010 or related Laws creating offences in relation to offering, promising or giving a bribe or requesting, agreeing to receive or receiving a bribe

The Contractor agrees with the Client that this Contract will operate on the basis of zero tolerance being shown towards any Fraud and/or Bribery. The Contractor shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud and Bribery by Staff and the Contractor (including its shareholders, members, directors) in connection with the receipt of monies from the Client and with the operation of this Contract.

6.5 TUPE

The following provisions regarding TUPE are extremely important. Please ensure that you read them carefully.

The LEP expects that TUPE will not apply to this contract.

In cases of TUPE Tenderers are advised to seek independent professional advice on the effect of TUPE. Tenderers must be prepared to accept all liabilities which may arise as a consequence of the application of TUPE, should it apply. The LEP takes no liability in regards to inaccuracy of TUPE information provided in this tender.

When submitting a Tender, Tenderers are required to include all costs relating to TUPE in their submission.

6.6 Data Protection Act Compliance

The successful bidder must comply with the UK General Data Protection Regulations (UK GDPR) and all applicable law concerning the processing of personal data and privacy. Full contract terms can be found within the terms and conditions (see Appendix 5).

The LEP privacy notice can be found at: <https://cheshireandwarrington.com/privacy-policy/>

6.7 Social Value

The LEP's vision to be the healthiest, most sustainable, inclusive and growing economy in the UK, closely aligns to the Government's social value priorities.

Under the Public Services (Social Value) Act 2012 the LEP must consider:

- a) how what is being procured might improve the economic, social and environmental well-being of the area where it exercises its functions, and
- b) how, in conducting the process of procurement, it might act with a view to securing that improvement.

In addition, the National Procurement Policy Statement ([National Procurement Policy Statement.pdf](https://www.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/91231/npps.pdf) ([publishing.service.gov.uk](https://www.publishing.service.gov.uk))) sets out the following national priorities that should be considered alongside individual local priorities:

- creating new businesses, new jobs and new skills;
- tackling climate change and reducing waste, and
- improving supplier diversity, innovation and resilience.

All successful suppliers must be willing to work closely with the LEP throughout the contract duration to assist them in achieving both their vision and their social value obligations.

APPENDIX 1 - FORM OF TENDER – TO BE COMPLETED AND RETURNED

Declaration by Tenderer

ITT Title: Understanding the Barriers to Digital Connectivity

1. I, *[insert name]*, certify that I am the person duly authorised to sign tenders for and on behalf of *[insert company name]*, the tenderer, and having read the documents, offer to supply the goods, services or works:
 - as set out in the specification and accompanying tender documents, samples and/or drawings
 - under the terms and conditions indicated
 - at the price (or prices) specified in the attached tender documentation
2. It is agreed that any or other terms and conditions of contract or any caveats, assumptions, reservations or exclusions that may be printed on correspondence emanating from the tender, or any Contract resulting from this tender, shall not be applicable to this tender or agreement.
3. I certify that this is a bona fide tender and that I have not fixed or adjusted the amount of the tender by, or under, or in accordance with any agreement with any other person. I have not done, and undertake that I will not do at any time before the hour and date specified for the return of the tender, any of the following acts:
 - Communicate to a person other than The LEP, the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender
 - Enter into an agreement or arrangement with any other person that he/she will refrain from tendering or to the amount of any tender to be submitted
 - Offer, or pay, or give, or agree to pay any sum of money or valuable consideration, directly or indirectly to any person for doing, or having done, or causing to be done in relation to any tender or proposed tender, for the said work, any act or thing of the sort described above
4. I further certify that the principles described in paragraph 3 have been, or will be, brought to the attention of all subcontractors, suppliers and associated companies providing services or materials connected with the tender and any contract entered into with the subcontractors, suppliers or associated companies will be made on the basis of the compliance with the above principles by all parties.
5. I understand that The LEP reserves the right, unless the tenderer stipulates to the contrary in the tender, to accept such portion thereof as The LEP may decide. The LEP is not bound to accept the lowest or any tender.
6. I have obeyed the rules regarding confidentiality of tenders and will continue to do so as long as they apply.
7. I can confirm that I accept that any breach of any of the conditions could lead to any tender being rejected or to the rescission of the Contract by The LEP.

Authorised Signatory	
Date	
Name in BLOCK LETTERS	
Job Title	
Telephone Number	
E-mail address	

Please ensure that the form is completed and signed before being returned with any other supporting documentation requested, by the due date and time. Use the checklist to ensure that you have submitted the relevant documents.

APPENDIX 2 – PRICE SCHEDULE – TO BE COMPLETED AND RETURNED

Please quote prices Ex VAT

Stage 1

Staff Broken down by role			
Staff role/Name	Amount of time to be spent on project	Day rate	Total
			0
			0
			0
			0
Attendance at meetings	Number of meetings	Rate	

Travel and subsistence		
Other costs: please specify		
Total Tendered Price (exc of VAT)		0

Stage 2

Staff Broken down by role			
Staff role/Name	Amount of time to be spent on project	Day rate	Total
			0
			0
			0
			0
Attendance at meetings	Number of meetings	Rate	

Travel and subsistence		
Other costs: please specify		
Total Tendered Price (exc of VAT)		0

NB: The price schedule may be returned on an excel spreadsheet.

APPENDIX 3 - SUPPLIER TECHNICAL QUESTIONS & ANSWER SHEET – TO BE COMPLETED AND RETURNED

1. COMPANY DETAILS

Please provide company details within the table below:

Question number	Question	Response
1(i)	Full name of the potential supplier submitting the information	
1(ii)	Registered office address (if applicable)	
1(iii)	Registered website address (if applicable)	
1(iv)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1(v)	Date of registration in country of origin	
1(vi)	Company registration number (if applicable)	
1(vii)	Charity registration number (if applicable)	
1(viii)	Head office DUNS number (if applicable)	
1(ix)	Registered VAT number	

2. Approach and Methodology (15%)

i). Outline your approach and methodology to the commission

ANSWER FEEDBACK

3. Track record of undertaking similar commissions (20%)

i). Provide three examples of similar works you have undertaken in the past

ANSWER FEEDBACK

4. The proposed consultancy team, their qualifications expertise and relevant experience (20%)

i). Provide an outline of the proposed consultancy team (maximum number of words: 500)

ANSWER FEEDBACK

ii). Provide the team's qualifications, expertise and relevant experience (Maximum number of words: 500)

ANSWER FEEDBACK

5. Approach to project management and quality assurance (10%)

i). Outline your approach to project management (maximum number of words: 500)

ANSWER FEEDBACK

ii). Outline your approach to quality assurance (maximum number of words: 500)

ANSWER FEEDBACK

iii). Provide (attach) your project plan and timetable for completing the work and adhering to the milestones and KPIs/basis of contract

ANSWER FEEDBACK

6. Social Value (5%)

i). Outline your firm's approach to sustainability, inclusivity and creating social value (maximum number of words: 500)

ANSWER FEEDBACK

APPENDIX 4 – KEY PERFORMANCE INDICATORS (KPI'S)

See Section 2 – Basis of the Contract

APPENDIX 5 – CONDITIONS OF CONTRACT

The LEP contract for the Supply of Services shall form the basis of the main terms and conditions of the contract (attached). The successful bidder must thoroughly read, agree and comply with the Contract Terms & Conditions Agreement.

Contractors Induction Checklist provided in tender documentation will form part of the contract.

<Insert Supplier name
Supplier address>

Attn: <Insert Supplier contact name>

By email to: <Insert Supplier contact email address>

Date: <Insert date>

Your ref: <Insert Supplier's reference, if
any>

Our ref: <Insert CWLEP reference>

Dear <Insert Supplier Contact Name>

Award of contract for the supply of <insert description of Services>

Following your tender/ proposal for the supply of <insert short description of services> to Cheshire and Warrington LEP (CWLEP), we are pleased to award this contract to you.

This letter (Award Letter) and its <Annex/Annexes> set out the terms of the contract between CWLEP as the Customer and <insert Supplier's name> as the Supplier for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the "**Conditions**"). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Customer and may delay the conclusion of the Agreement.

For the purposes of the Agreement, the Customer and the Supplier agree as follows:

- 1) The Services shall be performed at <insert description of premises (including whether they are the Customer's premises, the Supplier's premises and/or a third party's premises and in each case the address)>.
- 2) The charges for the Services shall be as set out in <Annex 2 / the Supplier's quotation> dated <insert date>.
- 3) The specification of the Services to be supplied is as set out in <Annex 3 / the Supplier's quotation> dated <insert date>.
- 4) The Term shall commence on <insert the start date of the contract> and the Expiry Date shall be <insert the date on which the contract will end unless extended or subject to early termination>.
- 5) The address for notices of the Parties are:

Customer

<insert name
and address of Customer>

Attention: <insert title>

Email: <insert email address>

Supplier

<insert name
and address of Supplier>

Attention: <insert title>

Email: <insert email address>

- 6) The following persons are Key Personnel for the purposes of the Agreement:

<Name>

<Title>

- 7) For the purposes of the Agreement the <Add/delete policies are required. E.g. Staff Vetting Procedures/data security requirements/equality and diversity policy/ [and] environmental policy [is/are] specify where to be found>.
- 8) The Customer may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a “**Relevant Conviction**”), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.
- 9) In conducting the Services, the processing of Personal Data <is/is not> required.

Payment

All invoices must be sent, quoting a valid purchase order number (PO Number), to: <insert address>. Within <10> working days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to finance@cheshireandwarrington.com or by telephone 01606 812287 between 09:00-17:00 Monday to Friday.

Liaison

For general liaison your contact will continue to be <insert Contract Manager name and contact details> or, in their absence, <insert secondary name and contact details>.

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 Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to <insert name> at the above address **within <7> days** from the date of this letter. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

Signed for and on behalf of Cheshire and Warrington LEP

Name: <insert name>
<insert job title>

Signature:

Date:

Name:

Buyer name (Procurement)

Signature:

Date:

We accept the terms set out in this letter and its <Annex/Annexes>, including the Conditions.

Signed for and on behalf of <insert name of Supplier>

Name: [insert name]
[insert job title]

Signature:

Date:

Annex 1

Terms and Conditions of Contract for Services

1 Interpretation

1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Customer, CWLEP and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter and Annexes;
“Award Letter”	means the letter from the Customer to the Supplier printed above these terms and conditions;
“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;
“Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer”	take the meaning given in the UK GDPR.
“Customer”	means the person named as Customer in the Award Letter;
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
“DPA 2018”	means Data Protection Act 2018;
“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation”	means (i) the UK GDPR and any applicable national implementing Laws as amended from time to time (ii) the DPA 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 Subject Request”	means 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;
“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;
“UK GDPR”	means the retained General Data Protection Regulation (<i>Regulation (EU) 2016/679</i>);
“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;

“Law”	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Processor is bound to comply;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data Breach”	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed;
“Processor Personnel”	means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement;
“Protective Measures”	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted;
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;
“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 Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified 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;
“Sub-processor”	means any third Party appointed to process Personal Data on behalf of that Processor related to this Agreement;
“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 of a copy of the Award Letter countersigned by the Supplier within <7> days of the date of the Award Letter.

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 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 date specified in Award Letter 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 6 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, maternity leave, paternity leave, 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 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 the provisions and obligations imposed by Data Protection Legislation
- 13.2 Where the Award Letter specifies that the processing of Personal Data is required the Supplier must comply with the terms set out in Annex <4> and Annex <5>.

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 CWLEP 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>

<Charges>

Annex <3>

<Specification>

Annex <4>

Data Protection Agreement

(This annex is based on the recommended standard clauses provided within Crown Commercial Services PPN 02/18)

1. DATA PROTECTION

1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor unless otherwise specified in Annex <5>. The only processing that the Processor is authorised to do is listed in Annex <5> by the Controller and may not be determined by the Processor.

1.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

1.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

1.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

- (a) process that Personal Data only in accordance with Annex <5>, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Personal Data Breach, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that:
 - (i) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Annex <5>);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any

Processor Personnel who have access to the Personal Data and ensure that they:

- (A) are aware of and comply with the Processor's duties under this Clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
- (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (in accordance with UK GDPR Article 46) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavors to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

1.5 Subject to Clause 1.6 of this Annex, the Processor shall notify the Controller immediately when it:

- (a) receives a Data Subject Request (or purported Data Subject Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
- or
- (f) becomes aware of a Data Loss Event.

1.6 The Processor's obligation to notify under Clause 1.5 of this Annex shall include the provision of further information to the Controller in phases, as details become available.

1.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 1.5 of this Annex (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

- (a) the Controller with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Controller following a Personal Data Breach;
- (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

1.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

- (a) the Controller determines that the processing is not occasional;
- (b) the Controller determines the processing includes special categories of data as referred to in Article 9 (1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
- (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

1.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

1.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.

1.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:

- (a) notify the Controller in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Controller;

- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause such that they apply to the Sub-processor; and
- (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

1.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.

1.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this Clause by replacing it with any applicable controller to processor standard Clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Annex <5>

Processing, Personal Data and Data Subjects

<This annex should be completed by the Controller for each specific contract where it has been determined that the processing of personal data applies.>

1. The contact details of the Controller's Data Protection Officer are:

<INSERT CONTACT DETAILS>

2. The contact details of the Processor's Data Protection Officer are:

<INSERT CONTACT DETAILS>

3. The Processor shall comply with any further written instructions with respect to processing by the Controller.

4. Any such further instructions shall be incorporated into this Annex

Performance Indicator	Description
Identity of the Controller and Processor	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor in accordance with Clause 1.1.</p> <p><It has been assumed that in the majority of cases there will be a single Controller. In instances where the Parties are Joint Controllers Clause 1.1-1.14 will not apply and the Parties agree to put in place a Joint Controller Agreement as outlined in PPN 02/18.></p>
Subject matter of the processing	<p><Insert a high level, short description of what the processing is about i.e. its subject matter of the contract.</p> <p>Example: The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a service to members of the public.></p>
Duration of the processing	<p><Clearly set out the duration of the processing including dates.</p> <p>Example: this could state that the supplier is only allowed to process personal data for the duration of the contract (i.e. the supplier could not continue to process personal data in relation to the contract past its expiry date)></p>

Performance Indicator	Description
Nature and purposes of the processing	<p><Insert all intended purposes.</p> <p>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.></p>
Type of Personal Data	<p><Provide all types of personal data that will be provided for Processing.</p> <p>Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc. ></p>
Categories of Data Subject	<p><Insert all types of Data Subject. Examples include: Staff (including volunteers, agents, and temporary workers), customers / clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.></p>
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p><Insert the duration of time the Processor should hold personal data provided by the Controller and how the data will be returned or destroyed.</p> <p>Example: The Controller may state that all personal data should be retained by a supplier for 6 months after the contract expiry, then deleted by the supplier from all electronic data sources.></p>