



Crown  
Commercial  
Service

**The Cabinet Office**

**- and -**

**Barnett Waddingham LLP.**

**ANNEXES**

**relating to**

**Provision of Ill Health Insurance Cover For The  
Government Commercial Organisation**

**CCFI18A22**

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## ANNEX 1 – TERMS AND CONDITIONS

### 1 INTERPRETATION

#### 1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter;
“Award Letter”	means the letter (including the Annexes thereto) from the Customer to the Supplier via the e-Sourcing Suite at the point of award;
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:  (a) Government Department;  (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);  (c) Non-Ministerial Department; or  (d) Executive Agency;
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Customer”	means the person named as Customer in the Award Letter;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“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;
“Start Date”	means the commencement date of the Agreement as set out in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Supplier”	means the person named as Supplier in the Award Letter;
“Term”	means the period from the Start Date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

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

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

## 2 BASIS OF AGREEMENT

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer, within seven [7] days of the date of the award letter, of a copy of the Award Letter countersigned by the Supplier.

## 3 SUPPLY OF SERVICES

- 3.1 In consideration of the Customer’s agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
  - 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer’s instructions;

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

#### **4 TERM**

- 4.1 The Agreement shall take effect on the Start Date and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Customer may extend the Agreement for a period of up to six [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 Annex 2 (Price Schedule) 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. Charges must be inclusive of any travel and subsistence expenses, which should not be listed separately.
- 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.

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- 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 payable by virtue of the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 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 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
- 7.2.2 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.

7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, parental leave and termination of employment or other extenuating circumstances.

7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

## **8 ASSIGNMENT AND SUB-CONTRACTING**

8.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.

8.2 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.

8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

## **9 INTELLECTUAL PROPERTY RIGHTS**

9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer or the respective owner of such intellectual property rights but the Customer hereby grants the



Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.

- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

## **10 GOVERNANCE AND RECORDS**

### **10.1 The Supplier shall:**

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

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

## **11 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY**

### **11.1 Subject to clause 11.2, each Party shall:**

- 11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
- 11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

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

- 11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;
- 11.2.2 to its auditors or for the purposes of regulatory requirements;
- 11.2.3 on a confidential basis, to its professional advisers;

11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and

11.2.6 where the receiving Party is the Customer:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
- (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- (d) in accordance with clause 12.

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

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

11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

## **12 FREEDOM OF INFORMATION**

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

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

12.1.2 transfer to the Customer all Requests for Information relating to this Agreement



that it receives as soon as practicable and in any event within 2 Working Days of receipt;

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

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

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

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

### **13 PROTECTION OF PERSONAL DATA AND SECURITY OF DATA**

13.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the relevant Data Protection Legislation (as defined in Schedule 1) and both Parties shall duly observe all their obligations under Data Protection Legislation which arise in connection with the Agreement.

13.2 Notwithstanding the general obligation in clause 13.1, where Supplier is processing Personal Data (as defined in Schedule 1) for the Customer as a Processor (as defined in Schedule 1) the Supplier shall:

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

13.2.2 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under Data Protection Legislation and any other relevant legislation;

13.2.3 promptly notify the Customer of:

- (a) any breach of the security requirements of the Customer as referred to in clause 13.3; and
- (b) any request for personal data; and

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

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

## **14 LIABILITY**

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

14.2 Subject always to clauses 14.3 and 14.4:

14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to £500,000.00; and

14.2.2 except in the case of claims arising under clauses 9.3 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 9.3 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 if a breach to the Agreement has occurred or makes the provision of the Services unlawful this clause "Termination" shall take place 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; 16.1
- 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

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performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

17.3 The Supplier shall:

17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and

17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.

17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.

17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

17.5.1 the Official Secrets Acts 1911 to 1989; and

17.5.2 section 182 of the Finance Act 1989.

## 18 PREVENTION OF FRAUD AND CORRUPTION

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

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

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

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

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

## 19 DISPUTE RESOLUTION

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

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

19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written

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agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

## **20 GENERAL**

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

## **21 NOTICES**

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

21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

## **22 GOVERNING LAW AND JURISDICTION**

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



## ANNEX 2 – PRICE SCHEDULE

The below table sets out the proposed charges that the Authority will be charged by the Supplier for the entire contract term. Charge 2 is a fixed fee, but Charge 1 is subject to variation pending the outcome of the market review and changes/fluctuation in membership impacting on the premium payable to the insurance company:

**REDACTED**

### **ANNEX 3 – PAYMENT TERMS**

Invoicing requirements and payment methods will be agreed between the supplier and Authority.

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

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs. Any invoices submitted from the Supplier to the Authority must clearly state the assigned purchase order number and be emailed to **REDACTED**

The Authority shall pay the Supplier within thirty working days following receipt of a correctly submitted invoice as specified above.

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## ANNEX 4 – STATEMENT OF REQUIREMENT

### GROUP INCOME PROTECTION BENEFITS

#### CURRENT POSITION

There is currently Group Income Protection insurance in place with **REDACTED** providing eligible employees with a benefit of **REDACTED** of annual basic annual salary for all employees employed under the new GCO terms and conditions payable for a period of five years – Policy No. **REDACTED**. (**Current Insurance**) Cover for eligible employees continues until their State Pension Age.

The terms of the current insurance were reviewed by **REDACTED** underwriters as at 1 September 2018 and were updated for a two year period from 1 September 2018 to 31 August 2020. These updated terms were accepted by GCO at a monthly rate of **REDACTED** per **REDACTED** salary, premiums payable monthly. The Current Insurance remains in force of these terms. All other terms relating to the Current Insurance are set out in the relevant policy documents.

#### SCOPE OF REQUIREMENT

GCO requires the Supplier to review the current insurance market for the insurance comparable to the Current Insurance (**Market Review**) and for the Supplier to recommend what it considers to be the best available terms for GCO at the time of conclusion of that review, based on the risk profile of the Current Insurance. It is anticipated that this process will take approximately three months subject to the availability of data from GCO and the responses from the insurance market and that (subject to these variables), GCO require the Market Review to be completed as soon as reasonably practicable.

If, following completion of the market review, the Supplier has been able to negotiate insurance on more favourable terms than the Current Insurance, whether with the incumbent insurance provider or an alternative insurance provider, (the **New Insurance**), GCO will require the Supplier to:

- a) arrange for the inception of the New Insurance and action all necessary inception requirements; and
- b) terminate the Current Insurance and action all necessary termination requirements.

GCO acknowledges that:

- a) the Supplier being able to fulfil the requirement in respect of the inception of the New Insurance is subject to:
  - i. the Supplier receiving written confirmation of GCO's instruction to arrange for the inception of the New Insurance and to action all necessary inception requirements;
  - ii. the Supplier receiving all necessary authorities to act on behalf of GCO to arrange for the inception of the New Insurance and to action all necessary inception requirements;

- iii. the New Insurance still being available on the same terms as specified in the Market Review; and
  - iv. GCO paying any insurance premium in respect of the New Insurance directly to the relevant insurance provider, which, for the avoidance of doubt, shall not form part of the Charges;
- b) the Supplier being able to fulfil the requirement in respect of the termination of the Current Insurance is subject to:
- i. the Supplier receiving written confirmation of GCO's instruction to terminate the Current Insurance and to action all necessary termination requirements;
  - ii. the Supplier receiving all necessary authorities to act on behalf of GCO to terminate the Current Insurance and to action all necessary termination requirements;
  - iii. the terms of the Current Insurance permitting termination on the terms and at the time instructed by GCO; and
  - iv. GCO paying any fees or charges of the incumbent insurer in respect of the termination of the Current Insurance, which for the avoidance of doubt, shall not form part of the Charges.

## **SCHEDULE 1 – GENERAL DATA PROTECTION REGULATION 2018**

### **1. Data Protection**

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in Annex 1 to this Schedule (Processing Personal Data) by the Authority and may not be determined by the Supplier.
- 1.2 The Supplier shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.
- 1.3 The Supplier shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, 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 Supplier 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 1 (Processing Personal Data), unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;
  - (b) ensure that it has in place Protective Measures which have been reviewed and approved by the Authority as appropriate to protect against a Data Loss Event having taken account of the:
    - (i) nature of the data to be protected;
    - (ii) harm that might result from a Data Loss Event;
    - (iii) state of technological development; and
    - (iv) cost of implementing any measures;
  - (c) ensure that :
    - (i) the Supplier Personnel do not process Personal Data except in accordance with this Agreement (and in particular Annex 1 (Processing Personal Data));

- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:
    - (A) are aware of and comply with the Supplier's duties under this Clause;
    - (B) are subject to appropriate confidentiality undertakings with the Supplier 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 Authority or as otherwise permitted by this Agreement; and
    - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:
  - (i) the Authority or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Authority;
  - (ii) the Data Subject has enforceable rights and effective legal remedies;
  - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and
  - (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;
- (e) at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Agreement unless the Supplier is required by Law, or in order to comply with its business continuity or other system purposes, to retain the Personal Data and except to the extent it is not reasonably practicable to extract and/or delete such copies and records from any computer or electronic data storage system, mobile telecommunications device or similar device.

1.5 Subject to Clause 1.7, the Supplier shall notify the Authority without undue delay if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under 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 Supplier's obligation to notify under Clause 1.5 shall include the provision of further information to the Authority in phases, as details become available.
- 1.7 Taking into account the nature of the processing, the Supplier shall provide the Authority 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 (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:
- (a) the Authority with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Authority following any Data Loss Event;
  - (e) assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.
- 1.8 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- (a) the Authority determines that the processing is not occasional;
  - (b) the Authority determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
  - (c) the Authority determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.9 The Supplier shall allow for audits of its Data Processing activity by the Authority or the Authority's designated auditor.
- 1.10 The Supplier shall designate a 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 Supplier must:
- (a) notify the Authority in writing of the intended Sub-processor and processing;
  - (b) obtain the written consent of the Authority;
  - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 1.11 such that they apply to the Sub-processor; and
  - (d) provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.

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- 1.12. The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.
- 1.13 The Supplier 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 Authority may on not less than 30 Working Days' notice to the Supplier amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

### GDPR Definitions:

**"Data Protection Legislation"** means:

- i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time;
- ii) the DPA 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"** has the meaning given in the GDPR;

**"Personal data"** has the meaning given in the GDPR;

**"Staffing Information"** the reference to "DPA" shall be replaced with "Data Protection Legislation"

The following new definitions shall be introduced:

**"Controller"** has the meaning given in the GDPR;

**"Data Protection Officer"** has the meaning given in the GDPR;

**"Data Subject Access 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;

**"DPA"** means the Data Protection Act 2018 as amended from time to time;

**"GDPR"** means the General Data Protection Regulation (Regulation (EU) 2016/679)

**"LED"** means the Law Enforcement Directive (Directive (EU) 2016/680)

**"Protective Measures"** appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;

**"Processor"** has the meaning given in the GDPR;

**"Personal Data Breach"** has the meaning given in the GDPR;

**"Sub-processor"** any third party appointed to process Personal Data on behalf of the Supplier related to this agreement;

## Processing Personal Data Authorised Processing Template

<b>Contract Reference:</b>	<b>CCFI185A15</b>
<b>Date:</b>	<b>February 2019</b>
<b>Description Of Authorised Processing</b>	<b>Details</b>
Identity of the Controller and Processor	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor in accordance with Clause 1.1.</p> <p>Notwithstanding Clause 1.1 the Parties acknowledge that for the purposes of the Data Protection Legislation:</p> <ul style="list-style-type: none"> <li>(a) the Authority is the Controller and the Supplier is the Processor for the following Personal Data under this Contract: <ul style="list-style-type: none"> <li>(i) GCO employee personal details, potentially including name, address, date of birth, salary, seniority, staff grade and long term health information forms the scope of Personal Data which where the purposes and means of the processing is determined by the Customer.</li> </ul> </li> <li>(b) the Supplier may on the Authority's instruction as Controller communicate with or provide Personal Data to third parties (including but not limited to potential insurance providers) with whom the Supplier does not have a contractual relationship. Any such communication or provision of Personal Data, shall not be considered to be processing and the party to whom such communication is made or Personal Data is provided shall not be deemed to be a Sub-Processor of the Supplier.</li> </ul>

OFFICIAL  
Agreement Annexes - Services  
Provision Of Ill Health Insurance Cover For The  
Government Commercial Organisation  
CCF118A22

Subject matter of the processing	GCO employee personal details, potentially including name, address, date of birth, salary, seniority, staff grade and long term health information and details of beneficiaries for death in service claims – including but not limited to name, sex , date of birth, address, relationship to deceased
Duration of the processing	Thursday 07 <sup>th</sup> February 2019 the “Start Date”) and the Expiry Date shall be Thursday 06 <sup>th</sup> February 2020 The Customer reserves the option to extend the contract by a further one year period at its own discretion, thereby extending this contract until Friday 05 <sup>th</sup> February 2021 .
Nature and purposes of the processing	Using GCO employee details to obtain Death in Service Insurance Cover, Ill Health Insurance Cover (Death In Service benefits and Income Protection benefits) for the Customer’s organisation
Type of Personal Data	GCO employee personal details, potentially including name, address, date of birth, salary, seniority, staff grade and long term health information.
Categories of Data Subject	GCO employees.
	Following expiry of the Contract, timescales and processes for return of all data or destruction of all data will be mutually agreed between the Customer and the Supplier.

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## ANNEX 5 – SUPPLIER’S RESPONSE

The following information provided is the details of Barnett Waddingham LLP’s proposal. Barnett Waddingham LLP’s proposal describes the services that I Barnett Waddingham LLP shall provide under this contractual agreement. For the avoidance of doubt the following proposal provided by Barnett Waddingham LLP shall for a part of this contractual agreement for the services they shall provide to the Authority:

### Question 4.1

Potential Providers are required to demonstrate their experience of delivering services similar to those outlined in **Appendix B – Statement of Requirements** by providing two Case Studies, preferably in the public sector.

Your response should include details in relation to your approach to managing this account to meet the needs outlined within Appendix B – Statement of Requirements.

### Supplier’s Response

No response received to question 4.1.

### Question 4.2

Potential Providers are required to explain their own insurance adoption process and their insurer selection process irrespective of whether the Potential Provider is operating as an accredited insurance broker or an insurance company.

Responses should include how organisations ensure value for money is achieved and that the correct insurance policy is applied.

### Supplier’s Response

It normally takes a minimum of three months to conduct a full market review of the group risk marketplace. This is due to the amount of time it takes to collate the membership data required in order to secure meaningful quotations from the market and the amount of time the insurers require to produce a quotation. Barnett Waddingham will create a specification based on the current benefit basis and will review this with GCO in a preliminary meeting to discuss GCO’s demands and needs for the market review exercise. Following the outcome of the meeting, Barnett Waddingham will approach the market and request quotations based on GCO’s requirements. All quotations received will be checked by an experienced team at Barnett Waddingham and any improvements negotiated where needed. Barnett Waddingham will then write a recommendation report, based on the results of the negotiations and market review. The market review will ensure that GCO’s policies are benefitting from the best terms available in the market for the next two years, based on the current risk and claims experience. Barnett Waddingham will ensure that any uninsured liabilities (if they exist) are picked up, eliminated or minimised. The key is to ensure that cover remains on risk and the chosen insurer is not requesting requirements which are over

and above what is necessary in order to maintain the cover. Barnett Waddingham will ensure that there is no lapse in cover, or any individual is worse off in terms of their benefits as a result of the market review process.

The tender states that terms need to be finalised by the renewal on 2 January 2019. As the incumbent intermediary, I can confirm that the policy renewal date is 1 September each year. As discussed in Barnett Waddingham's meeting with GCO on 26 June 2018, the terms of insurance with REDACTED are due to be reviewed as at 1 September 2018 and will be guaranteed for a period of two years, subject to certain conditions being met, for example, the number of lives or total sum insured not increasing or decreasing by more than REDACTED during the rate guarantee period. Given the current date, it will not be possible to complete a market review in advance of the 2 January 2019.

#### Question 4.3

Using one case study, outline your organisation's experience with working with other Government Departments/organisations of similar scope and size with similar requirements.

Your response should include details on your key staffs' experience and knowledge were used in supporting this contract and how this experience can be applied to this requirement.

#### Supplier's Response

Barnett Waddingham is already the appointed intermediary for GCO. Since being appointed, Barnett Waddingham has set up a policy for group death-in-service benefits with REDACTED and group income protection (also with REDACTED). The insurances renew each year on 1 September. Due to the number of lives now covered by the policies, REDACTED has agreed to offer two year terms valid up to and including 31 August 2020 subject to certain terms and conditions (for example, the number of lives or total benefit does not exceed REDACTED variance. REDACTED is currently on risk and the policy is not due to renew again until 1 September 2019.

GCO's current Workplace Health Consultant has 20 years' experience in Employee Benefits and Group Risk and has worked for a number of well known consultancies.

#### Question 5.1

Potential Providers are requested to provide evidence and assurance that they are able to deliver the services to the timescales (including earliest commencement date) set out in Appendix B – Statement of Requirements. Responses must include a timed plan setting out the stages from contract award to the policy commencement date.

#### Supplier Response

It will not be possible to review the whole of the market in advance of 2 January 2019. Barnett Waddingham's meeting with GCO on 26 June 2018 and subsequent meeting note, set out the information required by Barnett Waddingham in order to secure quotations from the market. The information provided in the Appendix B is not sufficient to secure meaningful quotations which are guaranteed.



The current group insurance works on a simplified administration basis which means that membership data is supplied on the renewal date and again on the following renewal date. The average total sum insured over the year is calculated and the unit rate applied to this figure to obtain the premium for the year. The tender document is asking for insurance where each individual is single premium costed. This will create significant work and as a result, will increase Barnett Waddingham's fees and the insurance company's premiums. There is currently only one insurer in the market who could provide this method of insurance and Barnett Waddingham has experienced a number of problems with their administration on the policies of other clients.

#### Question 6.1

Potential Providers are requested to evidence their support services offering, including timescales for responding to and resolving complaints and queries.

Within this response, Potential Providers are required to provide a clearly defined escalations process for handling client(s) queries which the client) considers to be unresolved following initial contact.

#### Supplier's Response

No Response

#### Question 6.2

Potential Providers are requested to set out their claims handling processes. Please demonstrate in detail how your organisation will provide an effective access to high quality insurance assistance for this requirement in delivering a clearly set out claims handling process.

This should be inclusive of details of the helpline facilities that you intend to offer as a part of this service specifying response times, etc. together with details of the information the Authority will need to provide in order to make a claim, together with your expected timescales for resolution / conclusion of a claim

#### Supplier's Response

A service level agreement has been requested from the incumbent insurer **REDACTED**. This will follow.

#### Question 6.3

Please provide details of your organisation's approach to meeting the management information/reporting requirements as outlined within Appendix B – Statement of Requirements.

#### Supplier's Response

This has been requested from the incumbent insurer **REDACTED**.

## **ANNEX 6 – CLARIFICATIONS**

The following clarifications submitted by the Crown Commercial Service on behalf of the Cabinet Office. Barnett Waddingham's LLP's clarification response are included below:

CCF118A22

Clarification – 5 December 2018

1. You have stated it is not possible for Barnett Waddingham to conduct a market review and place the new insurance by the 2nd January 2019 expiry dates of the existing policies. Please would you confirm to me how long it would take for your company to undertake a market review and place the new policies? Is there scope to continue to use the existing

provider of these insurances, as we assume you have an existing relationship with them with regards to GCO's requirements?

Barnett Waddingham usually allows three months to conduct a market review of group death-in-service benefits and income protection insurance. I met with REDACTED, REDACTED, REDACTED and REDACTED on 26 June this year to discuss the forthcoming rate reviews (on 1 September 2018) of the DIS and IP insurances and whether GCO wanted Barnett Waddingham to conduct a market review in advance of the rate reviews. However, due to GCO's processes, Barnett Waddingham was advised that GCO would need to conduct a tender process first. Therefore we did not get the go-ahead to start work on the market review. A market review involves obtaining quotations from the group insurance market and negotiating the best terms from the market. Quotations would be on a nil commission basis and Barnett Waddingham would be remunerated by charging fees for this work. However, until Barnett Waddingham is confirmed as retaining the position of insurance intermediary, there is little point conducting a market review which is expensive in terms of time and cost.

The insurance in place for both policies will continue to run (providing premiums continue to be paid and membership data provided) for as long as GCO wants. REDACTED reviewed its terms of insurance on 1 September 2018 and applied new rates of premium based on the current membership. These terms have not been formally accepted by GCO in writing and if not accepted by 24 January 2019, REDACTED can choose to review its terms again.

2. You stated that there is already GCO – related insurance in place arranged by Barnett Waddingham that started on the 01/09/2018 and will run for two years. If that is the case, please can you advise what this insurance covers and provide us with a copy of the contract(s), as signed by both parties, in order to support this?;

As advised above, this is the insurance that was put in place initially by Barnett Waddingham on 26 September 2017 and 27 September 2017. I have attached the policy schedules above which form the contract between GCO and REDACTED. Please note (as above) that the insurance will remain in place until GCO cancels it, providing the premiums continue to be paid and the membership data provided when requested by REDACTED. I have attached the agreements which GCO and Barnett Waddingham signed at the time in order to put the cover in place. I believe you should have these documents in your files.

So in answer to your question, no new policies have been put in place from 1 September 2018. This is just the original ones set up in September 2017 which the holding insurer (REDACTED) has revised its terms for. The new terms will be guaranteed for a period of two years subject to a number of terms and conditions.

3. In relation to Clause 14 of the Appendix C – Terms and Conditions – liability and indemnity. We accept that you are unlikely to be able to obtain unlimited liability insurance. However, please would you advise (i) the maximum liability available under your existing insurance (ii) how you indemnify GCO against all eventualities? E.g. in the event your organisation caused a breach of GCO's staff data and GCO incurred a fine under GDPR legislation, what measures would be in place to protect GCO? (Max fine for a breach of the General Data Protection

Regulation (2018) is up to 4% of annual global turnover or €20 million – whichever is greater).

The maximum liability Barnett Waddingham would cover is **REDACTED**. Please find attached Barnett

Waddingham's "Schedule 1. Data Protection – General Data Protection Regulation applicable on and from 25 May 2018" which sets out Barnett Waddingham's Terms of Business in relation to GDPR.

4. In relation to Appendix C, Clause 5, are you able to advise us on when you will be able to provide us with the finalised costs? Does this query follow on from the additional notes that you provided to CCS within the respective pricing schedules for both of these requirements? Please would you also advise (i) how the costs in Appendix E – Price Schedule were arrived at in both cases, if these are not the final costs? (ii) Approximately how much extra will the final costs be over and above the costs you have already provided?

The policies in place run on a simplified administration process. This means that the insurer will ask for membership data at the beginning of the policy year and at the end of the policy year, and will then calculate the average membership over the period of insurance and apply the unit rate to that figure to work out the premium for the year. GCO has provided membership data as at 1 September 2018 which **REDACTED** will use to calculate the provisional premium for the coming year. Based on the quotations (not yet accepted by GCO), the provisional premiums for the year are as follows :

- Death-in-service benefit : **REDACTED**
- Group income protection : **REDACTED**

However, depending on what the membership totals are on 1 September 2019, an adjustment premium will be payable, either as an additional premium paid by GCO or a refund of premium paid back to GCO. As you can appreciate, until we reach 1 September 2019, I cannot predict what the balance premium will be and to whom any payment will be due. I realise this does not fully answer your question. However, the nature of group life and group income protection policies is such that it is not possible to predict exactly the cost in advance, as employees may leave GCO, or new employees join GCO during the policy year, and those covered by the policy may enjoy a pay rise part way through.

## **ANNEX 7 – ADDITIONAL TERMS & CONDITIONS**

No additional terms and conditions shall be included within this contract provision unless expressly stated above within the previous annexes for this requirement.

## ANNEX 8 – CHANGE CONTROL FORMS

<b>Contract Management Guidance – Template #10</b>			
<b>CHANGE CONTROL FORM- General – v. 4</b>			
<b>Contract Name:</b>		<b>Contract Ref. No.</b>	

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

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

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



Change

Management Process

Change Control Process map:

**CUSTOMER CHANGE NOTICE (CCN)**

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

Initiated by:

*[name/ job title/ organisation]*

CCN Reference:

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

Source of change:

*[Customer/ CCS/ Supplier]*

Date CCN  
Raised by  
relevant  
party:

**STAGE 1 - CUSTOMER**

Summary of proposals/  
requirements

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

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

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

Proposed payment:

*[lump sum/ ongoing payments]*

Required delivery date, with rationale:

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



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

Signature

Print Name & Position

Date

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

Signature

Print Name & Position

Date

## **STAGE 2 – SUPPLIER**

Comments/ Caveats on requested change

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

## **CAPITAL / IMPLEMENTATION COST**

Labour

Materials

Other Costs

TOTAL:

## **REVENUE COSTS (per annum)**

Contract Base Rate

Current Contract Rate

Breakdown

Breakdown

Breakdown

Breakdown

TOTAL

**ABORTIVE COSTS:**

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

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

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

Anticipated implementation period, if any

Signed (**Supplier  
Representative**)

:

Print Name &  
Position:

Date:

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

Signature

Print Name & Position

Date

### **STAGE 3 - CLARIFICATIONS**

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

Clarifications/ queries  
to supplier regarding  
their proposals:

Date:

Supplier Response

Date:

### **STAGE 4 - CUSTOMER CCN SIGN-OFF TO PROCEED TO IMPLEMENTATION**

CCN Withdrawn:

[Yes/ no]

By signing below, unless CCN is withdrawn, the *[Customer / Authority, as defined in the contract]* agrees to pay the *[Supplier/ Contractor, as defined in the contract]* the costs detailed in Stage 2, by deadlines agreed with the supplier, or as defined in the contract.

Signed  
(Customer  
Representative

Print Name & Position

Date:

Change  
authorised to  
proceed to  
implementation  
(CCS):

Signature

Print Name & Position

Date:

### **STAGE 5 - CCN COMPLETION SIGN-OFF**

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

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

Date Signed  
by Customer:

Signed  
(Customer  
representative)

Print Name &  
Position

**Contract Management Guidance – Template #10**  
**CHANGE CONTROL FORM- Extensions – v. 5**

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

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

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



Change

Management Process

Change Control Process map:

**CLIENT CHANGE NOTICE (CCN)**

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

Initiated by:

*[name/ job title/ organisation]*

CCN Reference:

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

Source of change:

*[Customer/ CCS/ Supplier]*

Date CCN  
Raised by  
relevant  
party:

**STAGE 1 - CLIENT**

Summary of proposals/  
requirements :

Further to the current contract expiry date of *[insert date]* the *[insert contracting authority name]* wishes to take up the option of a *[insert extensions duration]* extension to *[insert new expiry date]* as per the *[Contract/ Agreement/ Call off]*.

The contract extension will be in line with the current contract terms and conditions and based upon the initial pricing schedule.

Proposed payment:	In line with the Terms and Conditions of Contract		
Required delivery date, with rationale:	[Contract current expiry date]		
Change authorised to proceed to Stage 2 (Customer organisation representative):	<div></div> Signature	<div></div> Print Name & Position	<div></div> Date
Change authorised to proceed to Stage 2 (CCS representative):	<div></div> Signature	<div></div> Print Name & Position	<div></div> Date
<b><u>STAGE 2 – SUPPLIER</u></b>			
Comments/ caveats on requested change:	[e.g. proposed implementation route; conditions of delivery]		
ABORTIVE COSTS :	[Cost incurred if CCN is withdrawn. Delete this row if no abortive costs can be expected (e.g. supplier is unlikely to incur professional fees in costing and submitting a costed proposal )]		
NB: Any abortive costs to be discussed with the client before being incurred			
Anticipated period from CCN being authorised by client to start of related provision	<div></div>		
[Supplier name, as appears in the contract] confirms that the costs identified above are the agreed figures that will be payable on CCN implementation			

Signed (**Supplier Representative**):

Print Name & Position:

Date:

### **STAGE 3 – CLARIFICATIONS**

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

Clarification/ queries to  
to supplier regarding  
their proposals:

Date:

Supplier response

Date:

### **STAGE 4 - CUSTOMER CCN SIGN-OFF TO PROCEED TO IMPLEMENTATION**

Variation Withdrawn

[Yes/No]

By signing below, unless CCN is withdrawn, the *[Client / Authority, as defined in the contract]* agrees to pay the *[Supplier/ Contractor, as defined in the contract]* the costs detailed in Stage 2, by deadlines agreed with the supplier.

Signed  
(**Customer  
Representative**)

Signature

Print Name & Position

Date

Change  
authorised to  
proceed to  
implementation  
(**CCS**):

Signature

Print Name & Position

Date

**STAGE 5 - CCN COMPLETION SIGN-OFF**

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

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

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

Date Signed  
by Customer:

Signed  
(**Customer  
representative**):

Print Name &  
Position