



Foreign, Commonwealth  
& Development Office

## CONDITIONS OF CONTRACT

**Antiques and Works of Art Valuation Services**

**ESND-9211-2023**

FCDO Commercial

King Charles Street  
London  
SW1A 2AH  
United Kingdom

[www.gov.uk/fcdo](http://www.gov.uk/fcdo)

Date: 27<sup>th</sup> March 2024

18 Northgate,  
Sleaford,  
Lincolnshire,  
NG34 7BJ

**SENT VIA E-SOURCING PORTAL**

Dear **[Redacted]**,

**Award of contract for Antiques and Works of Art Valuation Service**

Following your tender for Antiques and Works of Art Valuation Services to The Secretary of State for Foreign, Commonwealth and Development Affairs, we are pleased to award this contract to you.

This letter (Award Letter) and its Annexes set out the terms of the contract between The Secretary of State for Foreign, Commonwealth and Development Affairs as the Customer and Golding Young Limited as the Supplier for the provision of Antiques and Works of Art Valuation 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.

Your attention is drawn to The Authorities Code of Conduct for our Suppliers, at Annex 5 to the Contract.

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

- 1) The Services shall be performed at the supplier’s premises and in part by visiting FCDO Embassies/High Commissions and Residences or where AWA are stored/displayed.
- 2) The charges for the Services shall be as set out in the Supplier’s tender dated 19<sup>th</sup> January 2024, and later clarified on 20<sup>th</sup> February 2024, and found at Annex

CONDITIONS OF CONTRACT

2. The Maximum Estimated Value of the Contract shall be £108,790 (excluding VAT) The Maximum Estimated Value of Contract including VAT shall be £130,548.

3) The specification of the Services to be supplied is as set out in Annex 3 and the Supplier’s tender dated 19<sup>th</sup> January 2024 and included in Annex 6. Note that the specification of the Services to be supplied as set out in Annex 3 takes precedence over the Suppliers tender dated 19<sup>th</sup> January 2024.

4) The Term shall commence on 8<sup>th</sup> April 2024 and the End Date for Delivery shall be 8<sup>th</sup> April 2027, however the Contract shall remain open for a further year to allow for FCDO and auditor queries to be addressed. Therefore, the Expiry Date shall be 8<sup>th</sup> April 2028.

5) The address for notices of the Parties are:

**Customer**

Attention: [Redacted]

Email: [Redacted]

**Supplier**

Attention: [Redacted]

Email: [Redacted]

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

**Name**

[Redacted]

[Redacted]

**Title**

[Redacted]

[Redacted]

7) For the purposes of the Agreement the Baseline Personal Security Standard is applicable (BPSS). Guidance on this can be found at: [HMG Baseline Personnel Security Standard](#)

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

## CONDITIONS OF CONTRACT

Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the Contract.

**Payment**

- 9) The Authority may elect to pay for the Services by Contractor invoice via credit transfer or such other method as the Parties may agree. Within 10 working days of receipt of your countersigned copy of this letter, we will agree which payment method will be used.
- 10) If the Parties agree to adopt payment by invoice, then all invoices must be sent, quoting a valid purchase order number (PO Number), to: **[Redacted]** Foreign, Commonwealth and Development Office Building 109 Hanslope Park, Milton Keynes, MK19 7BH, United Kingdom.

Within [20] 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.

The Authority pays into its Contractors bank accounts by credit transfer.

If you have a query regarding an outstanding payment, please contact our Accounts Payable section either by email to **[Redacted]**

**Liaison**

- 11) For general liaison your contact will continue to be **[Redacted]** or, in their absence, **[Redacted]**

We thank you for your co-operation to date and, look forward to forging a successful working relationship resulting in smooth and successful delivery. Please confirm your acceptance of the award of this contract by signing this letter via the DocuSign function on Jaggaer **within 7** days from the date of this letter. This will be countersigned by the Authority. No other form of acknowledgement will be accepted.

CONDITIONS OF CONTRACT

Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

**[Redacted]**

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

SIGNED in duplicate on behalf of the Parties:

For the Contractor:

For the Authority:

By: .....

By: .....

Full Name: .....

Full Name: .....

Date:.....

Date:.....

CONDITIONS OF CONTRACT

Terms and Conditions of Contract

Annex 1

- 1 Interpretation
- 2 Basis of Agreement
- 3 Supply of Services
- 4 Term
- 5 UNUSED
- 6 UNUSED
- 7 Charges, Payment and Recovery of Sums Due
- 8 Premises and Equipment
- 9 Staff and Key Personnel
- 10 Assignment and Sub-Contracting
- 11 Intellectual Property Rights
- 12 Governance and Records
- 13 Confidentiality
- 14 Data Protection
- 15 Liability
- 16 Force Majeure
- 17 Termination
- 18 Compliance
- 19 Prevention of Fraud and Corruption
- 20 Dispute Resolution
- 21 UNUSED
- 22 UNUSED
- 23 General
- 24 Notices
- 25 Governing Law and Jurisdiction
- 26 Safeguarding
- 27 Modern Slavery

CONDITIONS OF CONTRACT

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 and Annexes;
- “Authority” means the Secretary of State for Foreign, Commonwealth and Development Affairs and includes the Authority’s Representative. In this Contract, the Authority is acting as part of the Crown.
- “Authority’s Representative” means the individual authorised to act on behalf of the Authority for the purposes of the Contract.
- “Award Letter” means the letter from the Customer to the Supplier printed above these terms and conditions;
- “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 specified in the Award Letter;
- “Code of Conduct” Means the Agreement at Annex 5 to this Contract
- “Confidential Information” means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
- “Contract Period” Is the term of the contract from the Commencement Date till the expiry date
- “Contracts Finder” Is the Government’s publishing portal for public sector procurement opportunities
- “Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer” take the meaning given in the GDPR;
- “Credit Transfer” is a payment instruction from the Authority to its bank or payment service provider to transfer an amount of money to another account.
- “Customer” means the person named as Customer in the Award Letter who is the “Authorities Representative”;
- “Data Protection Legislation” means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [ subject to Royal Assent ] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the

OFFICIAL

CONDITIONS OF CONTRACT

	processing of personal data and privacy;
“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor 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;
“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;
“Date of Delivery”	means that date by which the Goods must be Delivered to the Customer, as specified in the Award Letter.
“Deliver”	means hand over the Goods to the Customer at the address and on the date specified in the Award Letter, which shall include unloading and any other specific arrangements agreed in accordance with <b>Condition 5 (Delivery)</b> . Delivered and Delivery shall be construed accordingly.
“DPA”	means the Data Protection Act 2018;
“EIR”	means Environmental Information Regulations 2004;
“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;
“GDPR”	means the General Data Protection Regulation ( <i>Regulation (EU) 2016/679</i> )
“Goods”	means the goods to be supplied by the Supplier to the Customer under the Agreement;
“GPC”	means the Government Procurement credit card used for purchasing and/or making payment;
“Information”	has the meaning given under section 84 of the FOIA;
“Intellectual Property Rights”	means patents, trademarks, service marks, copyright, moral rights, rights in a design, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating or attached thereto;
“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;
“LED”	means Law Enforcement Directive ( <i>Directive (EU) 2016/680</i> )
“Law”	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor is bound to comply;
“Notice”	means information from either Party to the other Party about a particular action that has been taken;

OFFICIAL

CONDITIONS OF CONTRACT

“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“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 by it;
“Purchase Order”	means the form, on the other side of these Conditions or attached separately, which the Authority sends to the Contractor setting out the Authority’s specific requirements, the contract terms which apply to the Goods and/or Services and any documents referred to therein;
“Purchase Order Number”	means the Customer’s unique number relating to the Contract;
“Regulatory Body”	means any organisation/authority that is authorised to set directions for or monitor standards set out in law;
“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);
“SME”	means an enterprise falling within the category of micro, small and medium-sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises;
“Services”	means the services to be supplied by the Supplier to the Customer under the Agreement;
“Specification”	means the specification for the Services or 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 the Contractor 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 <b>Condition 4 (Term)</b> 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;
“VCSE”	means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

CONDITIONS OF CONTRACT

“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 Conditions are references to the relevant Condition 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 Conditions 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 **Condition 4 (Term)** 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.

## CONDITIONS OF CONTRACT

The Agreement provides for a 6 month extension period exercisable by the Authority on not less than 10 working days' notice. The Agreement also envisages that a variation of the scope of the services may be required by the Authority. Any such variation should be made in writing. Before extending or varying the Agreement in this way, you should always consider whether this may result in the contract falling within the scope of the Public Contracts Regulations 2015 such that a tender process will be required.

**5 UNUSED****6 UNUSED****7 CHARGES, PAYMENT AND RECOVERY OF SUMS DUE**

- 7.1 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.
- 7.2 The Contractor shall add VAT to the Agreement Price at the prevailing rate as applicable
- 7.3 The Authority may elect to pay for the services by invoice via credit transfer, Government Procurement Card or such other method as the Parties may agree. To enable the Customer to verify the accuracy of the charges, the Supplier shall provide supportive information as the Customer requires, including a breakdown of the Services supplied.
- If the Authority elects to pay against an invoice, The Authority shall pay the Contractor within 30 days of receipt of an undisputed invoice by payment direct to the Contractors bank account as a credit transfer.
- 7.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the charges no later than 30 days after verifying that the charge is valid and undisputed. If paying by invoice, a valid Purchase Order Number is required.
- 7.5 If the Customer fails to consider and verify a charge in a timely fashion the charge shall be regarded as valid and undisputed for the purpose of **Condition 7.4 (Charges, Payment and Recovery of Sums Due)** after a reasonable time has passed
- 7.6 The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 7.7 If there is a dispute between the Parties as to the amount charged, 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 **Condition 15 (Termination)**. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in **Condition 20 (Dispute Resolution)**.
- 7.8 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.
- 7.9 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- 7.9.1 provisions having the same effects as **Conditions 7.3 to 7.7 (Charges, Payment and Recovery of Sums Due)** of this Agreement; and
- 7.9.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as **Conditions 7.3 to 7.8 (Charges, Payment and Recovery of Sums Due)** of this Agreement.
- 7.9.3 In this **Condition 7.8 (Charges, Payment and Recovery of Sums Due)**, "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.
- 7.10 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

CONDITIONS OF CONTRACT

payment of any such amount in whole or in part.

**8 PREMISES AND EQUIPMENT**

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 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.
- 8.6 Without prejudice to **Condition 3 (Supply of Services)**, 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.
- 8.7 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.

**9 STAFF AND KEY PERSONNEL**

- 9.1 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:
  - 9.1.1 refuse admission to the relevant person(s) to the Customer's premises;
  - 9.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
  - 9.1.3 require that the Supplier replace any person removed under this Condition 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.
- 9.2 The Supplier shall:
  - 9.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
  - 9.2.2 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
  - 9.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 9.3 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

CONDITIONS OF CONTRACT

extenuating circumstances.

9.4 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.

**10 ASSIGNMENT AND SUB-CONTRACTING**

10.1 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.

10.2 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.

10.3 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.

**11 INTELLECTUAL PROPERTY RIGHTS**

11.1 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.

11.2 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).

11.3 The Supplier hereby grants the Customer:

11.3.1 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

11.3.2 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.

11.4 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.

CONDITIONS OF CONTRACT

**12 GOVERNANCE AND RECORDS**

- 12.1 The Supplier shall:
  - 12.1.1 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
  - 12.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.
- 12.2 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 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.

**13 CONFIDENTIALITY**

- 13.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Authority shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of this Contract, the Contractor gives consent to the Authority to publish the Contract in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted) including from time to time agreed changes to the Contract, to the general public.
- 13.2 The Authority may consult with the Contractor to inform its decision regarding any exemptions to FOIA but the Authority shall have the final decision in its absolute discretion.
- 13.3 The Contractor shall assist and cooperate with the Authority to enable the Authority to publish this Agreement.
- 13.4 **Condition 13.2 (Confidentiality)** shall not apply to the extent that:
  - 13.4.1 Such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the EIR, save that the Contractor shall not disclose any information relating to the Contract or the Authority's activities without the prior written consent of the Authority, which shall not be unreasonably withheld.
  - 13.4.2 Such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
  - 13.4.3 Such information was obtained from a third party without obligation of confidentiality;
  - 13.4.4 Such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
  - 13.4.5 It is independently developed without access to the other party's Confidential Information.
- 13.5 The Contractor may only disclose the Authority's Confidential Information to the persons it has employed or engaged who are directly involved in the provision of the Services and who need to know the information and, shall ensure that such persons are aware of and shall comply with these obligations as to confidentiality.
- 13.6 The Contractor shall not, and shall procure that the persons it has employed or engaged do not, use any of the Authority's Confidential Information received otherwise than for the purposes of this Contract.
- 13.7 At the written request of the Authority, the Contractor shall procure that those persons it has employed or engaged identified in the Authority's notice sign a confidentiality undertaking prior to commencing any work in accordance with this Contract.
- 13.8 Nothing in this Contract shall prevent the Authority from disclosing the Contractor's Confidential Information:
  - 13.8.1 To any Crown Body or Overseas Governments. All Crown Bodies receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body;
  - 13.8.2 To any consultant, contractor or other person engaged by the Authority or any person conducting a Gateway or other assurance review;
  - 13.8.3 For the purpose of the examination and certification of the Authority's accounts; or

## CONDITIONS OF CONTRACT

- 13.8.4 For any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.
- 13.9 The Authority shall use all reasonable endeavours to ensure that any Crown Body, employee, third party or sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to **Condition 13.8 (Confidentiality)** is made aware of the Authority's obligations of confidentiality.
- 13.10 Nothing in this **Condition 13 (Confidentiality)** shall prevent either party from using any techniques, ideas or know-how gained during the performance of this Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
- 13.11 In the event that the Contractor fails to comply with this **Condition 13 (Confidentiality)**, the Authority reserves the right to terminate the Contract by notice in writing with immediate effect.
- 13.12 The provisions under this **Condition 13 (Confidentiality)** are without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information.

**14 DATA PROTECTION**

- 14.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor. The only processing that the Contractor is authorised to do is listed in **Annex 4 to the Contract (Processing Data Schedule)** by the Customer and may not be determined by the Contractor.
- 14.2 The Contractor shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 14.3 The Contractor shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, 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.
- 14.4 The Contractor 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 4 to the Contract (Processing Data Schedule)**, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Customer 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 Customer 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 Contractor Personnel do not process Personal Data except in accordance with this Agreement (and in particular **Annex 4 to the Contract (Processing Data Schedule)**);
    - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:
      - (A) are aware of and comply with the Contractor's duties under this condition;

## CONDITIONS OF CONTRACT

- (B) are subject to appropriate confidentiality undertakings with the Contractor 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 Customer 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 EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- (i) the Customer or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
  - (ii) the Data Subject has enforceable rights and effective legal remedies;
  - (iii) the Contractor 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 Customer in meeting its obligations); and
  - (iv) the Contractor complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.
- 14.5 Subject to **Condition 14.6 (Data Protection)**, the Contractor shall notify the Customer immediately 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.
- 14.6 The Contractor's obligation to notify under **Condition 14.5 (Data Protection)** shall include the provision of further information to the Customer in phases, as details become available.
- 14.7 Taking into account the nature of the processing, the Contractor shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under **Condition 14.5 (Data Protection)** (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
- (a) the Customer with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Customer following any Data Loss Event;
  - (e) assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.

CONDITIONS OF CONTRACT

- 14.8 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this condition. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
- (a) the Customer determines that the processing is not occasional;
  - (b) the Customer 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 Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 14.9 The Contractor shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.
- 14.10 The Contractor shall designate a data protection officer if required by the Data Protection Legislation.
- 14.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:
- (a) notify the Customer in writing of the intended Sub-processor and processing;
  - (b) obtain the written consent of the Customer;
  - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this **Condition 14 (Data Protection)** (such that they apply to the Sub-processor; and
  - (d) provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
- 14.12 The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.
- 14.13 The Customer may, at any time on not less than 30 Working Days' notice, revise this condition by replacing it with any applicable controller to processor standard conditions or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 14.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Contractor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

**15 LIABILITY**

- 15.1 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.**
- 15.2 Subject always to **condition 15.3 and 15.4 (Liability)**:
- 15.2.1 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
- 15.2.2 except in the case of claims arising under **conditions 11 (Intellectual Property Rights)** and **19 (Prevention of Fraud and Corruption)**, 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.
- 15.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

## CONDITIONS OF CONTRACT

- 15.3.1 death or personal injury caused by its negligence or that of its Staff;
- 15.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or
- 15.3.3 any other matter which, by law, may not be excluded or limited.
- 15.4 The Supplier's liability under the indemnity in [conditions 11 \(Intellectual Property Rights\)](#) and [19 \(Prevention of Fraud and Corruption\)](#) shall be unlimited.

**16 FORCE MAJEURE**

- 16.1 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.

**17 TERMINATION**

- 17.1 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.
- 17.2 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:
  - 17.2.1 (without prejudice to [condition 16 Force Majeure](#)), is in material breach of any obligation under the Agreement which is not capable of remedy;
  - 17.2.2 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;
  - 17.2.3 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;
  - 17.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
  - 17.2.5 breaches any of the provisions of [conditions 9 \(Staff and Key Personnel\)](#), [13 \(Confidentiality\)](#), [14 \(Data Protection\)](#) and [18 \(Compliance\)](#);
  - 17.2.6 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 [condition 17 \(Termination\)](#) in consequence of debt in any jurisdiction; or
  - 17.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 17.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in [condition 17 \(Termination\)](#) or any potential such change of control.
- 17.4 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.
- 17.5 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 Condition and [conditions 2 \(Basis of Agreement\)](#), [3.2 \(Supply of Services/Goods\)](#), [3.3 \(Supply of Services/Goods\)](#), [9 \(Staff and Key Personnel\)](#), [11 \(Intellectual Property Rights / Intellectual Property Rights and Indemnity\)](#), [11.2 \(Intellectual Property Rights / Intellectual Property Rights and Indemnity\)](#), [13 \(Confidentiality\)](#), [14 \(Data Protection\)](#), [15 \(Liability\)](#), [17.5 \(Termination\)](#), [18.4 \(Compliance\)](#), [19.3 \(Prevention of Fraud and Corruption\)](#),

## CONDITIONS OF CONTRACT

20 (Dispute Resolution) and 21.7 (General) or any other provision of the Agreement that either expressly or by implication has effect after termination.

- 17.6 Upon termination or expiry of the Agreement, the Supplier shall:
- 17.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
  - 17.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

**18 COMPLIANCE**

- 18.1 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.
- 18.2 The Supplier shall:
- 18.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
  - 18.2.2 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.
- 18.3 The Supplier shall:
- 18.3.1 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
  - 18.3.2 take all reasonable steps to secure the observance of **condition 18 (Compliance)** by all Staff.
- 18.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.
- 18.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
- 18.5.1 the Official Secrets Acts 1911 to 1989; and
  - 18.5.2 section 182 of the Finance Act 1989.

**19 PREVENTION OF FRAUD AND CORRUPTION**

- 19.1 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.
- 19.2 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.
- 19.3 If the Supplier or the Staff engages in conduct prohibited by **condition 19 (Prevention of Fraud and Corruption)** or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:
- 19.3.1 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
  - 19.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this Condition.

CONDITIONS OF CONTRACT

**20 DISPUTE RESOLUTION**

- 20.1 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.
- 20.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in **condition 20 (Dispute Resolution)**, 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.
- 20.3 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.

**21 UNUSED**

**22 UNUSED**

**23 GENERAL**

- 23.1 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.
- 23.2 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.
- 23.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 23.4 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 Condition shall exclude liability for fraud or fraudulent misrepresentation.
- 23.5 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.
- 23.6 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.
- 23.7 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.
- 23.8 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.

**24 NOTICES**

- 24.1 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 **condition 23 (General)**, 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 Condition:
- 24.2 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.

## CONDITIONS OF CONTRACT

24.3 Notices under **conditions 16 (Force Majeure) and 17 (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 **condition 24.1 (Notices)**.

**25 GOVERNING LAW AND JURISDICTION**

25.1 This Agreement will be governed by and construed in accordance with English law and the Contractor hereby irrevocably submits to the jurisdiction of the English courts. The submission to such jurisdiction will not (and will not be construed so as to) limit the right of the Authority to take proceedings against the Contractor in any other court of competent jurisdiction, nor will the taking of proceedings by the Authority in any one or more jurisdictions preclude the taking of proceedings by the Authority in any other jurisdiction, whether concurrently or not.

**26 SAFEGUARDING**

26.1 For the purposes of this Clause 26, **“Reasonable Measures”** shall mean:

all reasonable endeavours expected to be taken by a professional and prudent supplier in the Supplier's industry to eliminate or minimise risk of actual, attempted or threatened exploitation, abuse and harassment (including Sexual Abuse, Sexual Exploitation and Sexual Harassment) and whether or not such conduct would amount to a criminal offence in the United Kingdom or an offence under the laws of the territory in which it takes place (together **“Serious Misconduct”**) as is reasonable and proportionate under the circumstances. Such endeavours may include (but shall not be limited to):

- (a) Clear and detailed policies and guidance for Supplier Personnel, Supplier Providers and where appropriate, beneficiaries;
- (b) Developing, implementing and maintaining a safeguarding plan throughout the term (including monitoring);
- (c) Provision of regular training to Supplier Personnel, Supplier Providers and where appropriate, beneficiaries
- (d) Clear reporting lines and whistleblowing policies in place for Supplier Personnel, Supplier Providers and beneficiaries,
- (e) Maintaining detailed records of any allegations of Serious Misconduct and regular reporting to FCDO and the Appropriate Authorities (where relevant) of any such incidents;
- (f) Any other Good Industry Practice measures (including any innovative solutions),

26.2 The Supplier shall take all Reasonable Measures to prevent Serious Misconduct by the Supplier Personnel or any other persons engaged and controlled by it to perform any activities under this Agreement (**“Supplier Providers”**) and shall have in place at all times robust procedures which enable the reporting by Supplier Personnel, Supplier Providers and beneficiaries of any such Serious Misconduct, illegal acts and/or failures by the Supplier or Supplier Personnel to investigate such reports.

26.3 The Supplier shall take all Reasonable Measures to ensure that the Supplier Personnel and Supplier Providers do not engage in sexual activity with any person under the age of 18, regardless of the local age of majority or age of consent or any mistaken belief held by the Supplier Personnel or Supplier Provider as to the age of the person. Furthermore, the Supplier shall ensure that the Supplier Personnel and Supplier Providers do not engage in ‘transactional sex’ which shall include but not be limited to the exchange of money, employment, goods, or services for sex and such reference to sex shall include sexual favours or any form of humiliating, degrading or exploitative behavior on the part of the Supplier Personnel and the Supplier Providers. For the avoidance of doubt, such ‘transactional sex’ shall be deemed to be Serious Misconduct in accordance with Clause 26.1.

26.4 The Supplier shall promptly report in writing any complaints, concerns and incidents regarding Serious Misconduct or any attempted or threatened Serious Misconduct by the Supplier Personnel and Supplier Providers to FCDO, including FCDO's Counter Fraud Section at [reportingconcerns@fcdo.gov.uk](mailto:reportingconcerns@fcdo.gov.uk) or +44 (0)1355 843747, and where necessary, the Appropriate Authorities.

26.5 The Supplier shall fully investigate and document all cases or potential cases of Serious Misconduct and shall take appropriate corrective action to reduce the risk and/or eliminate Serious Misconduct being committed by the Supplier Personnel and Supplier Providers (which may include disciplinary action, termination of contracts etc.), such investigations and actions to be reported to FCDO as soon as is reasonably practicable.

CONDITIONS OF CONTRACT

- 26.6 The Supplier shall not engage as Supplier Personnel or Supplier Provider for the purposes of the Services any person whose previous record or conduct known to the Supplier (or reasonably ought to be known by a diligent supplier which undertakes the appropriate checks) indicates that they are unsuitable to perform the Services and/or where they represent an increased and unacceptable risk of committing Serious Misconduct.
- 26.7 The Supplier shall comply with all applicable laws, legislation, codes of practice and government guidance in the UK and additionally, in the territories where the Services are being performed, relevant to safeguarding and protection of children and vulnerable adults, which the Supplier acknowledges may include vetting of the Supplier Personnel by the UK Disclosure and Barring Service in respect of any regulated activity performed by the Supplier Personnel (as defined by the Safeguarding Vulnerable Groups Act 2006 (as amended)) and/or vetting by a local equivalent service. Where FCDO reasonably believes that there is an increased risk to safeguarding in the performance of the Services, the Supplier shall comply with any reasonable request by FCDO for additional vetting to be undertaken.
- 26.8 Failure by the Supplier to:
- 1) Put in place preventative measures to eliminate and/or reduce the risk of Serious Misconduct; or
  - 2) Fully investigate allegations of Serious Misconduct; or
  - 3) Immediate report any complaints to FCDO and where appropriate, the relevant authorities (including law enforcement)

shall be a material Default of this Contract and shall entitle FCDO to terminate this Contract with immediate effect.

**27 MODERN SLAVERY**

The Supplier:

- (a) shall not use, nor allow its subcontractors to use, forced, bonded or involuntary prison labour;
- (b) shall not require any Supplier employees or the employees of any subcontractors to lodge deposits or identity papers with their employer and shall be free to leave their employer after reasonable notice;
- (c) warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;
- (d) warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world;
- (e) shall make reasonable enquiries to ensure that its officers, employees and subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world;
- (f) shall have and maintain throughout the Term its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its sub-contractors anti-slavery and human trafficking provisions;
- (g) shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the Contract;
- (h) shall prepare and deliver to the Authority, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business;
- (i) shall not use, or allow its employees or sub-contractors to use, physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or sub-contractors;
- (j) shall not use, or allow its sub-contractors to use, child or slave labour;
- (k) shall report the discovery or suspicion of any slavery, trafficking, forced labour, child labour, involuntary prison labour or labour rights abuses by it or its subcontractors to the Authority and Modern Slavery Helpline and relevant national or local law enforcement agencies;
- (l) If the Supplier is in Default under Conditions (a) to (k) the Authority may by notice:

**CONDITIONS OF CONTRACT**

1. require the Supplier to remove from performance of the Contract any sub-contractor, Supplier employees or other persons associated with it whose acts or omissions have caused the Default; or 2. immediately terminate the Contract
- (m) shall, if the Supplier or the Authority identifies any occurrence of modern slavery connected to this contract, comply with any request of the Authority to follow the Rectification Plan Process to submit a remedial action plan which follows the form set out in Annex D of the Tackling Modern Slavery in Government Supply Chains guidance;

CONDITIONS OF CONTRACT

Charges Annex 2

[REDACTED]





Foreign, Commonwealth  
& Development Office

**Attachment 4**  
**STATEMENT OF SERVICE REQUIREMENTS**

**Antiques and Works of Art Valuation Services**  
**ESND-9211-2023**

**CONTENTS**

1.	PURPOSE.....	3
2.	BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT .....	3
3.	DEFINITIONS.....	4
4.	SCOPE OF REQUIREMENT .....	4
5.	THE REQUIREMENT .....	5
6.	AUTHORITY’S RESPONSIBILITIES .....	7
7.	QUALITY .....	7
8.	PRICE .....	7
9.	STAFF AND CUSTOMER SERVICE.....	8
10.	SERVICE LEVELS AND PERFORMANCE .....	8
11.	SECURITY REQUIREMENTS.....	9
12.	PAYMENT.....	9
13.	EXIT MANAGEMENT.....	10
	ANNEX A .....	11
	APPENDIX 1 - EXPENSES POLICY.....	15

**1. PURPOSE**

1.1 This specification sets out FCDO requirements for the Provision of Antiques and Works of Art Valuation Services for the FCDO Global Estate **ESND-8994-2022 – ITT\_6088**.

**2. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT**

2.1 The Foreign, Commonwealth and Development Office (FCDO) has estate property around the world (including the United Kingdom) and operates in over 280 different locations. The estate comprises Embassies & High Commissions (anything from a stand-alone, freehold building on a secure compound, to a fitted-out leased office in a multi-occupied, high-rise building), visa offices, Residences for Heads of Post and residential buildings for diplomats. Additionally, there are individual “legacy” properties such as churches, cemeteries, etc.

2.2 In the course of time certain FCDO properties have accrued items amongst the contents that may be considered to be antiques and works of art (AWA).

2.3 The FCDO has a financial reporting requirement (IFRS) to ensure such items are well managed, correctly recorded and accurately valued in our annual accounts.

2.4 The majority of the FCDO's AWA collection is located at overseas posts. Each financial year posts are required to perform an inventory check of all their AWA.

2.5 In recent years valuation visits have been carried out to Warsaw. Inspections and valuations will be required to other global locations, which house some of FCDO's more valuable collections. IFRS reporting requirements mean that FCDO have to expand those valuations.

2.6 The Estates, Security and Network Directorate (ESND) of the FCDO, on behalf of the Secretary of State for Foreign, Commonwealth and Development Affairs, requires valuations of AWA at locations across the FCDO estate which house some of our more valuable collections.

2.7 The objectives of this procurement are:

2.7.1 Establish a global antiques and works of art valuation programme with an experienced partner which delivers on financial reporting commitments and represents good value for money

2.7.2 Ensure that the overall AWA valuation remains accurate and that any unknown and/or missing antiques are identified and incorporated into accounts.

2.7.3 Inform our approach to prioritising any maintenance requirements.

2.8 The Contracting Authority retains the right and option to alter the geographical regions and/or number of posts which fall under the Scope of this procurement by way of variation to meet the needs of the department.

2.9 The Contracting Authority retains the right and option to alter the scope of the contract, in line with any changes to Financial Reporting Requirements affecting the requirements of the Authority met through this contract.

**3. DEFINITIONS**

Expression or Acronym	Definition
Contracting Authority	Foreign, Commonwealth and Development Office (FCDO)
Reimbursable Expenses	<p>the reasonable out of pocket travel and subsistence (for example, hotel and travel) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the FCDOs expenses policy current from time to time, but not including:</p> <p>a) travel expenses incurred as a result of Successful Supplier travelling to and from their usual place of work,</p> <p>b) subsistence expenses incurred by Agency Staff whilst performing the Services at their usual place of work</p>

3.1 Where ambiguous, definitions within the RICS Red Book apply within this contract.

**4. SCOPE OF REQUIREMENT**

4.1 Successful Supplier will be required to deliver antiques and works of art valuation services across the FCDO Estate.

4.2 This specification is for the services of skilled and experienced valuation professionals to value, but not limited to

- Furniture;
- Carpets;
- Chandeliers;
- Silverware;
- Glassware;
- China;
- Tapestries;
- Sculptures;
- Decorative arts;
- Painting.

4.3 The Successful Supplier will be required to deliver a valuation programme which covers 16 posts worldwide. At least one post will need to be visited and antiques and works of arts valued prior to 31<sup>st</sup> March 2024. The involvement of the expert specialists is intended to be for the duration of the valuation exercise and is subject to satisfactory performance.

4.4 The appointed supplier may be required to answer queries on the valuations provided posed by FCDO auditors, including the National Audit Office (NAO).

4.5 The contract is expected to commence on the 15<sup>th</sup> February 2024. The Antiques and Works of Art programme must be completed within 3 years and by 15<sup>th</sup> February 2027. However, the Successful Supplier can deliver this programme sooner, in line with the programme submitted and agreed by the Authority on Contract Award. The contract

will remain open for one year following the delivery end date, to allow for FCDO and auditor queries to be addressed.

**5. THE REQUIREMENT**

5.1 The Authority is seeking an organisation to provide and deliver an Antiques and Works of Art Programme for the Global FCDO Estate. Services to be delivered include for the services of skilled and experienced valuation professionals to value, but not limited to furniture, carpets, chandeliers, silverware, glassware, china, tapestries, sculptures, decorative arts and paintings.

5.2 The Successful Supplier shall deliver a programme of valuation visits. For the valuation visits an inventory of the AWA has been provided in Appendix 1 (This contains the latest Inventory we have available). The inventory is to be used to give the Successful Supplier an indication of the locations, the variety and, the number of pieces at each post. This should enable the allocation of resources, expertise and time, in order to provide the most cost effective and efficient service. Moreover, please note that further information on the current inventory at each post, (eg descriptions) will be provided to the successful Supplier upon award of the contract.

5.3 The Successful Supplier shall submit an initial Programme within their tender response for the inspection of assets. This shall be reviewed and agreed by the Authority at Contract Award. The Programme shall allow for at least one post’s assets to be valued prior to 31st March 2024. The Programme must include:

5.3.1 Indicative Dates for inspections to be carried out and at which Posts

5.3.2 Length of time likely required for each Posts’ inspection, based on the number of assets.

5.3.3 Dates for when the electronic valuation will be submitted to the Authority

5.4 A Summary Schedule of assets to be inspected have been included below:

LOCATION	ASSET COUNT
ADDIS ABABA	25
BEIJING	25
BERLIN	48
BOSTON	24
BRASILIA	57
BUENOS AIRES	96
CANBERRA	61
DUBLIN	41
GENEVA	23
LUXEMBOURG	16
OTTAWA	33
PRAGUE	82
PRETORIA	8
STOCKHOLM	34

VIENNA	107
WELLINGTON	40

- 5.5 The Successful Supplier shall be required to identify any additional, unknown and/or missing assets not included on the Asset Schedule and incorporate these within reports.
- 5.6 The Successful Supplier will be required to provide an electronic valuation report based on the inventory in line with the agreed programme. The report must include the market and insurance value for each item listed. Payment will be made for valuations of the Posts included within the report following approval by the Authority.
- 5.7 For each item being valued the valuation report is to consist of; colour photographs, written descriptions, number of pieces and dimensions along with UK market and UK insurance valuations. All data generated under the contract and the subsequent reports will be the property of the FCDO and for internal use only.
- 5.8 The Successful Supplier is also expected to be able to provide professional advice/comment on conservation and/or restoration of assets as required.
- 5.9 The Successful Supplier will be required to deliver the following key deliverables:

Deliverable	Description	Timeframe
1	Electronic Valuation Report(s) of the inventory with a valuation date of 31 <sup>st</sup> March of the given year.	As per the agreed programme.

- 5.10 The report(s) detailed in Deliverable 1 should be compiled in two formats:
- 5.10.1 To include valuations of all the antique items at the visited location as per the inventory
- 5.10.2 To only include items with a market value of £3000 and above
- 5.11 The valuation report must include the following:
- 5.11.1 Identification of missing assets from the existing inventory.
- 5.11.2 Identification of additional and/or unknown assets to the inventory.
- 5.11.3 Comment on condition of each asset
- 5.11.4 Market Value of each asset
- 5.11.5 Insurance Value of each asset
- 5.11.6 Location of asset in the building inspected.
- 5.11.7 Professional advice on how to conserve and/or, restore each asset.

**Ongoing ad hoc valuation advice:**

- 5.11.8 The Successful Supplier shall provide a consultancy advice as required by the FCDO on valuations. The valuers are also required to answer directly, any queries from the FCDO auditors (National Audit Office).

**6. AUTHORITY'S RESPONSIBILITIES**

- 6.1 The Authority shall provide the Supplier with the following the enable the delivery of services:

6.1.1 Schedules of assets to be valued,

6.1.2 Contact details of key contacts at Posts to arrange visit dates

6.1.3 Liaison with Posts informing them that inspections will occur and why.

It should be noted that it may be necessary to avoid certain periods when a particular post is busy with a particular event or activity.

**7. QUALITY**

- 7.1 Instructions are to be carried out in accordance with the RICS "Red Book", ISO 9001, ISO 27000's and GDPR.

**8. PRICE**

- 8.1 The Maximum Contract Spend (inc VAT) including extension options is outlined within the Attachment 5 – Pricing Model. This is the maximum estimated contract value as submitted by the Tenderer.
- 8.2 Rate Card for Professional Services and Resource Profile to deliver the Antiques and Works of Art valuation programme at each post are to be submitted within Attachment 5– Pricing Model excluding VAT, via Jaggaer. This will calculate a firm price to deliver the Antiques and Works of Art valuation programme for the FCDO.
- 8.3 The Contract spend will allow for up to 360 additional or missing assets to be identified. This is an estimated maximum value and the FCDO are not committed to this spend. The Strategic Asset Manager must be notified and approve valuation of additional items prior to service being complete. Services can be invoiced following notification, approval and valuation of additional/missing assets to the Strategic Asset Manager.
- 8.4 The Contract spend will allow for up to 10 consultancy hours to be provided by the Successful Contractor. This is an estimated maximum value and the FCDO are not committed to this spend. Services can be invoiced following acceptance of consultancy advice, if requested by the Authority.
- 8.5 Fees should be submitted exclusive of Travel and Subsistence.
- 8.6 Reimbursable Expenses: The Contracting Authority, where applicable, will pay Travel & Subsistence, in line with Expenses policy where the Successful Supplier is required to travel to complete inspection valuations. Expenses must be in line with FCDO policy in Appendix 2 of this Statement of Service Requirements.
- 8.7 A Maximum Expenses Cap must be submitted by the Tenderer. The Successful Supplier shall not invoice for expenses greater than the Maximum Expenses Cap. The Maximum Expenses Cap will act as a maximum cap which expenses must not exceed: it is expected that the Successful Supplier only invoices for expenses as actuals.

**9. STAFF AND CUSTOMER SERVICE**

- 9.1 The Authority requires the Successful Supplier to provide a sufficient level of resource throughout the duration of the Contract, in order to consistently deliver a quality service to all Parties.
- 9.2 Successful Suppliers staff assigned to the Antiques and Works of Art Valuation Services Contract shall have the relevant qualifications and experience to deliver the Contract, e.g. RICS membership – Firm and Surveyor.
- 9.3 The Successful Supplier shall ensure that staff understand the Authority’s vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

**10. SERVICE LEVELS AND PERFORMANCE**

- 10.1 The following Service Levels and Performance terms will apply to the Successful Supplier.
- 10.2 The Authority will measure the quality of the Successful Supplier’s delivery by assessing Key Performance Indicators (KPIs).
- ~~10.3~~ The KPIs are intended to monitor the Successful Suppliers performance and to promote continuous performance improvement. Detailed below are the three KPIs that are applicable to this contract.

KPI Ref. No	KPI title	Frequency measured	What is being measured	Timescales to be met	Performance Target (%)	Source of KPI data	Formula for calculating
KPI.1	Valuation reports	Annual	100% of the valuation reports, in every requested formatted, submitted by the deadline within the agreed programme to the Strategic Asset Manager.	As per programme	100%	Supplier to submit report	(Total number of reports – number of late reports)/ Total number of reports*100
KPI.2	Valuation Access	Annual	Access to all valuations and calculations for authority and NAO	Within 7 days of request	90%	Supplier to submit report	(Total number of requests - number of occasions where access was not given within timescales)/ Number of requests
KPI 3	Quality of Valuation Reports	Annual	100% of the valuation reports are to be fully comprehensive with each required field being addressed.	As per programme	100%	Supplier to submit report	(Total number of reports – number of reports that are not comprehensive / total number of reports *100

- 10.4 At a minimum, KPI’s will be reviewed and scored annually at a Performance Management Meeting.
- 10.5 The Successful Supplier will be expected to submit KPI reports 14 days before the meeting for discussion. Where the Successful Supplier is not achieving targets, an action plan will be put in place to improve performance ahead of the following year valuations.

10.6 The Successful Supplier will be required to attend the following meetings throughout the contract term.

Meeting Type	Purpose	Frequency
Operational	<p>The Supplier shall attend meetings with the Strategic Asset Manager as required to discuss:</p> <ul style="list-style-type: none"> <li>a) Confirm assets to be valued and give details of post</li> <li>b) Discuss any data FCDO needs to transfer to the supplier</li> <li>c) Travel and expenses</li> <li>d) Any other items required to allow the Supplier to deliver services under the contract</li> </ul>	Monthly or as required
Performance Management	<p>Meeting to review supplier and contract performance. The following will be discussed as a minimum:</p> <ul style="list-style-type: none"> <li>1. Supplier Performance against Key Performance Indicators</li> <li>2. Continuous improvement/ Lessons learned</li> <li>3. Risks/ Issues</li> </ul>	Annually

All meetings will take place virtually unless otherwise agreed.

## **11. SECURITY REQUIREMENTS**

11.1 The following Security Requirement terms will apply to the Successful Supplier.

11.2 Key Personnel are to attain Baseline Personal Security Standard (BPSS). More information can be found here: [HMG Baseline Personnel Security Standard](#)

## **12. PAYMENT**

12.1 The following payment terms will apply to the Successful Supplier.

12.2 Firm prices to deliver services should be provided in Attachment 5 – Pricing Model. The Successful Supplier shall provide a firm price to deliver the Antiques and Works of Art Valuation Programme. Additional services that may be invoiced include price to deliver valuations of missing/additional assets and ad-hoc consultancy services.

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

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

12.5 The Authority, where applicable, will pay Travel & Subsistence where the Successful Supplier is required to travel to complete valuations. This shall not exceed the Maximum expense cap included within Attachment – 5 Pricing Model. The Successful Supplier shall invoice for expenses as actuals expenditure. Such Expenses shall be excluded from professional services fees for delivering services.

12.6 Reimbursable Expenses must be in line with FCDO Expenses Policy in Appendix 1 of this Specification.

12.7 The Authority reserves the right to request evidence of expenses, such as receipts for travel and accommodation. Evidence may be requested where expenses appear unreasonable, or above that outlined within FCDO Expenses Policy.

**13. EXIT MANAGEMENT**

13.1 The Successful Supplier shall be required to share all data generated under this contract with FCDO, and potentially the new contractor, prior to Contract End.

**APPENDIX 1 – INVENTORY OF ANTIQUES AND WORKS OF ART AT EACH POST**

This contains the latest Inventory we have available. The inventory is to be used to give the Successful Supplier an indication of the locations, the variety and, the number of pieces at each post. This should enable the allocation of resources, expertise and time, in order to provide the most cost effective and efficient service. Moreover, please note that further information on the current inventory at each post, (eg descriptions) will be provided to the successful Supplier upon award of the contract.

Row Labels	Count of Asset Number
<b>ADDIS ABABA</b>	<b>25</b>
Books	1
Clocks	1
Furniture	18
Light Fittings	3
Mirrors	2
<b>BEIJING</b>	<b>25</b>
Carpets & Rugs	4
Furniture	10
Historical Artifacts	1
Light Fittings	3
Mirrors	3
Silver	3
Works of Art (excluding GAC)	1
<b>BERLIN</b>	<b>48</b>
Carpets & Rugs	5
China & Glass	1
Clocks	2
Furniture	20
Light Fittings	4
Mirrors	3
Silver	9
Wall Hangings	2
Works of Art (excluding GAC)	2
<b>BOSTON</b>	<b>24</b>
Carpets & Rugs	5
Clocks	1
Furniture	12
Light Fittings	2
Mirrors	4
<b>BRASILIA</b>	<b>57</b>
Carpets & Rugs	5
China & Glass	1
Clocks	3
Furniture	21
Light Fittings	1

**OFFICIAL**  
**ATTACHMENT 4: STATEMENT OF SERVICE REQUIREMENTS**

Mirrors	3
Silver	22
Works of Art (excluding GAC)	1
<b>BUENOS AIRES</b>	<b>96</b>
Carpets & Rugs	7
China & Glass	1
Clocks	5
Furniture	47
Light Fittings	13
Mirrors	4
Silver	7
Wall Hangings	2
Works of Art ( excluding GAC)	10
<b>CANBERRA</b>	<b>61</b>
Carpets & Rugs	6
China & Glass	2
Clocks	4
Furniture	36
Light Fittings	2
Mirrors	3
Silver	8
<b>DUBLIN</b>	<b>41</b>
Carpets & Rugs	5
Clocks	3
Furniture	26
Light Fittings	1
Mirrors	5
Wall Hangings	1
<b>GENEVA</b>	<b>23</b>
Carpets & Rugs	6
Clocks	1
Furniture	10
Light Fittings	2
Silver	4
<b>LUXEMBOURG</b>	<b>16</b>
Clocks	2
Furniture	9
Light Fittings	4
Works of Art (excluding GAC)	1
<b>OTTAWA</b>	<b>33</b>
Carpets & Rugs	3
Clocks	2
Furniture	12
Light Fittings	1
Mirrors	2

**OFFICIAL**  
**ATTACHMENT 4: STATEMENT OF SERVICE REQUIREMENTS**

Silver	13
<b>PRAGUE</b>	<b>82</b>
Carpets & Rugs	6
China & Glass	7
Clocks	4
Furniture	47
Light Fittings	5
Mirrors	2
Silver	4
Works of Art (excluding GAC)	7
<b>PRETORIA</b>	<b>8</b>
Carpets & Rugs	1
China & Glass	2
Clocks	2
Furniture	2
Silver	1
<b>STOCKHOLM</b>	<b>34</b>
Carpets & Rugs	2
Clocks	1
Furniture	17
Light Fittings	4
Mirrors	3
Silver	6
Works of Art (excluding GAC)	1
<b>VIENNA</b>	<b>107</b>
Carpets & Rugs	7
Clocks	4
Furniture	49
Light Fittings	13
Mirrors	10
Silver	23
Wall Hangings	1
<b>WELLINGTON</b>	<b>40</b>
Carpets & Rugs	2
China & Glass	3
Clocks	2
Furniture	25
Light Fittings	1
Mirrors	4
Silver	3
Grand Total	720



## **APPENDIX 2 - EXPENSES POLICY**

### **1. Introduction**

Where the payment of expenses has been agreed between the Authority and the Successful Supplier, this policy will apply. Unless otherwise expressly agreed, the limits stated in this policy will apply.

The nature of the requirements means that the Successful Supplier may have to travel both in the UK and overseas and this manual provides details of the principles, rules and procedures relating to travel and expenses.

Successful Suppliers working for the FCDO are expected to adhere to guidelines contained within this schedule.

#### **Underlying Principles**

- The Authority trusts and expects the appointed Supplier, their staff or sub-contractors to make appropriate and justifiable spending decisions, weighing up the balance between value for money, public perception and business benefits
- No Successful Supplier, their staff or sub-contractors should either benefit or be out of pocket because of undertaking business on behalf of the Authority. Travel and subsistence claims should be based on receipted costs incurred because of travel
- The Successful Supplier, their staff or sub-contractors should only travel on Departmental business if this is necessary. Consider whether the business could be conducted by phone, teleconference, video conference or web conference
- If a journey is necessary, the Successful Supplier, their staff or sub-contractors should identify the most cost-effective way of travelling. Planning journeys well in advance, especially by air, can result in much lower costs
- If a number of people are travelling together, the Successful Supplier, their staff or sub-contractors should examine whether it is cheaper to travel as a group, and think hard about how many people really need to go.
- Only costs that are necessary and additional to normal daily expenditure should be reimbursed.

### **1. Rail Travel**

For rail travel (including Eurostar) the Successful Supplier, their staff or sub-contractors should travel standard class unless for example they have a disability or health condition that would make this unreasonable.

Tickets should be purchased in advance to minimise costs.

### **2. Taxis**

Use of taxis is expected only where there is a clear value for money or business justification, unless the Successful Supplier, their Staff or sub-contractor has a temporary or permanent disability and has been advised that taking a taxi is a 'reasonable adjustment' or for safety and security reasons.

Some examples where taxi travel might be considered appropriate include:

- there were no other reasonable public transport options (for example: travel to a location not served by a bus or train route)
- it was the most cost-effective way of undertaking the journey – for instance sharing the taxi with colleagues would make it cheaper than other public transport options
- for personal safety reasons

Examples of scenarios where it might be considered inappropriate to take a taxi include:

- there were cheaper public transport options which incurred only a modest additional travel time
- public transport involved changing mode of transport (for example: a train and a bus)
- failure to leave sufficient time to make the journey by foot or public transport

It is expected that Successful Supplier, their Staff or sub-contractor will use public transport for travel within London and the use of taxis should only be undertaken by exception.

The principles set out for UK travel equally apply for taxi travel overseas.

### **3. Private & Hire Vehicles**

The Successful Supplier, their staff or sub-contractors are expected to use public transport where this is reasonable and should only use their own vehicle or a hire car where a business need has been agreed in advance by the Client. This is not only because of the environmental impact of using private transport, but also in terms of staff welfare.

### **4. Hotel Bookings**

The Authority's limits for hotel bookings in the UK are:

- London - £135 and
- Outside London - £85

Outside the UK the supplier is expected to use the FCDO General Expenditure Guide (GEG) which will be provided.

### **5. Air Travel**

The Successful Supplier, their staff or sub-contractors are expected to book the lowest logical fare available – if there are other more expensive fares available within policy these are still bookable but require a reason explaining why the lowest fare was not booked. Flying Time (per flight) Class of Travel

<b>Flying Time (per flight) Class of Travel</b>	<b>Class of Travel</b>
Up to 5 hours	All journeys at public expense: Economy
Over 5 hours	All journeys at public expense: Economy (but see * below)
Over 10 hours	All journeys at expense: Business (subject to prior agreement with the Authority)

\* Subject to approval by the Authority the next higher class (but not first class) may be used:

- where strict application of the class-of-travel rules would not be cost effective
- for short duty visits out and back in a working day - The Successful Supplier, their staff or sub-contractors are not entitled if they stay overnight
- when bookings are not available in the lower class and the timing or date of the journey cannot be changed
- if the appointed Agency, their staff or sub-contractors will be required to work immediately on arrival
- on disability/medical grounds recognised by the Authority.

All flights must be booked at set dates; no open return tickets may be booked.

Air travel should not normally be used within the UK, although there is an exception for travel to/from Scotland and Northern Ireland.

Air travel in the UK must be by economy class.

The Successful Suppliers, their staff or sub-contractors are not allowed to use for personal journeys, Air Miles, free tickets or upgrade vouchers which have accrued through travel which has been paid for from public funds. However, such Air Miles, free tickets or upgrade vouchers may be used for official travel on behalf of the Authority.

#### **5. Subsistence**

Subsistence will not be reimbursed.

CONDITIONS OF CONTRACT

PROCESSING DATA SCHEDULE

ANNEX 4

1. This Schedule shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.
2. The contact details of the Controller’s Data Protection Officer are: **[Redacted]**
3. The contact details of the Processor’s Data Protection Officer are: **[insert details]**
4. The Contractor shall comply with any further written instructions with respect to processing issued by the Authority.
5. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	<i>The Contract is for the Provision of Antiques and Works of Art Valuation Services. The nature of the data processing under the contract includes viewing data, leases, and highlighting corrections to data, and photographs.</i>
Duration of the processing	<i>For the duration of the Contract Term. The Term shall commence on 15th February 2024 and the Expiry Date shall be [insert following tender receipt] unless extended for a further 6 months.</i>
Nature and purposes of the processing	<i>Sharing Estate property data (via excel spreadsheet, including existing AWA asset schedules, in order to allow Goulding Young Limited deliver valuation services as per Annex 3 Specification</i>
Type of Personal Data	<i>Goulding Young Limited have access to the following Personal Data throughout the Contract Term: Full Names Email Addresses Employer Mobile Telephone Number Addresses</i>
Categories of Data Subject	<i>Staff (including volunteers, agents, and temporary workers), suppliers</i>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>Personal data should only be retained for as long as it is necessary to enable processing. Personal data should not be accessed other than to deliver the services required and following Contract End. All other personal data, such as Contact Details of Staff, should be destroyed once processing is complete and no later than Contract End.</i>

## CONDITIONS OF CONTRACT

## SUPPLIER CODE OF CONDUCT

ANNEX 5

**1. What we expect from our Suppliers**

- 1.1 The [Government Supplier Code of Conduct](#) ("the Code") sets out the standards and behaviours expected of suppliers who work with government.
- 1.2 The FCDO (henceforth known as "the Authority") expects its Suppliers and its Suppliers' Subcontractors to meet the standards set out in the Code. In addition, The FCDO expects its suppliers and its suppliers' subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Authority may have additional requirements in relation to corporate social responsibility. The Supplier and the Suppliers' Subcontractors shall comply with such corporate social responsibility requirements as the Authority may notify to the Supplier from time to time.

**2. Equality and Accessibility**

- 2.1 Without prejudice to the generality of its rights and obligations under each Contract, the Supplier shall support the Authority in fulfilling its public sector equality duty under S149 of the Equality Act 2010 by ensuring, so far as reasonably practicable, that it (the Supplier) fulfils its obligations under each Contract in way that has due regard to the need to:
- 2.1.1 Eliminate discrimination, harassment or victimisation and any other conducted that is prohibited under the 2010 Act; and
- 2.1.2 Advance equality of opportunity and foster good relations between those who share a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

**3. Modern Slavery, Child Labour and Inhumane Treatment**

The "Modern Slavery Helpline" refers to the point of contact for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online [here](#) or by telephone on 08000 121 700.

- 3.1 The Supplier:
- 3.1.1 Shall not use, or allow its Subcontractors to use, forced, bonded or involuntary prison labour;
- 3.1.2 Shall not require any Supplier staff or Subcontractor staff to lodge deposits or identify papers with the Employer or deny Supplier staff freedom to leave their employer after reasonable notice;
- 3.1.3 Warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
- 3.1.4 Warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
- 3.1.5 Shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the World.
- 3.1.6 Shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and shall include in its contracts with its subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 Shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 Shall prepare and deliver to the FCDO at the commencement of each Contract and updated on a frequency defined by the Authority, a slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business;
- 3.1.9 Shall not use, or allow its employees or Subcontractors to use, physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use, or allow its Subcontractors to use, child or slave labour;

CONDITIONS OF CONTRACT

3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to the Authority and Modern Slavery Helpline.

**4. Income Security**

4.1 The Supplier shall:

4.1.1 Ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;

4.1.2 Ensure that all workers are provided with written and understandable information about their terms and conditions of employment, and in particular in respect of wages, before they enter employment, and about the particulars of their wages for the pay period concerned each time that they are paid;

4.1.3 Not make deductions from wages as a disciplinary measure except

(a) Where permitted by law; and

(b) Upon express permission of the worker concerned.

4.1.4 Record all disciplinary measures taken against Supplier Staff throughout the term of each contract; and

4.1.5 Ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

**5. Working Hours**

5.1 The Supplier shall:

5.1.1 Ensure that the working hours of Supplier staff comply with national laws, and any collective agreements;

5.1.2 Ensure that the working hours of Supplier staff, excluding overtime, are defined by contract, and do not exceed 48 hours per week unless the individual has lawfully agreed so in writing;

5.1.3 Ensure that overtime is used responsibly, taking into account:

(a) The extent;

(b) Frequency; and

(c) Hours worked

By reference to individuals and the Supplier staff as a whole;

5.2 The total hours worked by an individual in any seven-day period shall not exceed 60 hours, unless the criteria set out in paragraph 5.3 are satisfied.

5.3 Working hours may exceed 60 hours in any seven-day period only where all of the following are met:

5.3.1 This is allowed by national law;

5.3.2 This is expressly authorised by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;

5.3.3 Appropriate safeguards are taken to protect the workers' health and safety; and

5.3.4 The employer can demonstrate that exceptional circumstances apply.

5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

**6. Sustainability**

6.1 The Supplier shall meet the applicable [Government Buying Standards](#) applicable to Deliverables

CONDITIONS OF CONTRACT

Annex 6 – Suppliers Proposal

**[REDACTED]**

CONDITIONS OF CONTRACT

Signature Area

Organisation Name:  
Foreign Commonwealth and Development Office

Organisation Name:  
Golding Young & Mawer

[REDACTED]

[REDACTED]

22 April 2024 | 10:01:54 CEST

22 April 2024 | 09:33:54 CEST

(dd.mm.yyyy | hh:mm:ss)

(dd.mm.yyyy | hh:mm:ss)