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Call-Off Contract Letter of Appointment

Call-Off Schedules

Joint Schedules

Campaign Solutions 2

Reference Number: RM6125

Order Number: GSS24175

## Letter of Appointment and Call-Off Schedules (Framework Schedule 6)

### Letter of Appointment

This Letter of Appointment is issued in accordance with the provisions of the Framework Contract RM6125 between CCS and the Agency


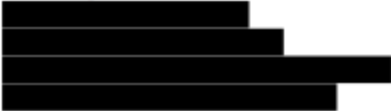
Capitalised terms and expressions used in this letter have the same meanings as in the Call-Off Incorporated Terms unless the context otherwise requires.

CALL-OFF LOT(S):

<b>Order Number:</b>	GSS24175
<b>From:</b>	UK Space Agency, 10 Victoria Street, London, SW1H 0NB
<b>To:</b>	Bray Leino Ltd, The Old Sawmills, Filleigh, EX32 0RN

<b>Call-Off Start Date:</b>	Monday 1 <sup>st</sup> July 2024
<b>Call-Off Expiry Date:</b>	Thursday 21st November 2024
<b>Call-Off Initial Period:</b>	4 Months and 20 days.
<b>Call-Off Optional Extension Period:</b>	N/A

<b>Deliverables required:</b>	<p>Deliverables required are set out in Framework Schedule 1 of the Framework Agreement and the relevant Brief and are to be delivered in line with the accepted Proposal as detailed at Annex A of this Letter.</p> <p>Subsequent calls for Deliverables shall be priced and agreed using the Statement of Works form as per Annex B of this Letter of Appointment.</p>
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<b>Key Staff:</b>	<b>For UK Space Agency:</b>  <b>For Bray Leino Ltd:</b> 
<b>Guarantor(s)</b>	NA
<b>Call-Off Contract Charges (including any applicable discount(s), but excluding VAT):</b>	The total contract value shall not exceed £47,478.60 Excluding VAT.
<b>Liability</b>	<b>See Clause 11 of the Core Terms</b> <b>Estimated Call-Off Contract Charges: £47,478.60</b>
<b>Additional Insurance Requirements</b>	N/A
<b>Client billing address for invoicing:</b>	UK Space Agency, Polaris House, North Star Avenue, Swindon, SN2 1FF

<b>Special Terms</b>	N/A
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**PROGRESS REPORT FREQUENCY**

Fortnightly

**PROGRESS MEETING FREQUENCY**

Weekly

**KEY SUBCONTRACTOR(S)**

N/A

**COMMERCIALLY SENSITIVE INFORMATION**

N/A

**SOCIAL VALUE COMMITMENT**

The Agency agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Proposal)

**SERVICE CREDIT CAP**

N/A

**CALL-OFF INCORPORATED TERMS**

The following documents are incorporated into this Call-Off Contract. Where numbers are missing, we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Letter of Appointment including the Call-Off Special Terms and Call-Off Special Schedules.
2. *Joint Schedule 1 (Definitions and Interpretation) RM6125*
3. *The following Schedules in equal order of precedence:*
  - *Joint Schedules for RM6125*
    - *Joint Schedule 2 (Variation Form)*
    - *Joint Schedule 3 (Insurance Requirements)*
  - *Call-Off Schedules for **GSS24175***
    - *Call-Off Schedule 5 (Pricing Details)*
    - *Call-Off Schedule 7 (Key Supplier Staff)*
    - *Call-Off Schedule 9 (Security)*
    - *Call-Off Schedule 15 (Call-Off Contract Management)*
    - *Call-Off Schedule 20 (Call-Off Specification)*
4. CCS Core Terms
5. *Joint Schedule 5 (Corporate Social Responsibility) RM6125*
6. *Call-Off Schedule 4 (Proposal) as long as any parts of the Call-Off Proposal that offer a better commercial position for the Client (as decided by the Client) take precedence over the documents above.*

No other Agency terms are part of the Call-Off Contract. That includes any terms written on the back of, or added to this Order Form, or presented at the time of delivery. For the avoidance of doubt, the relationship between the Parties is non-exclusive. The Client is entitled to appoint any other agency to perform services and produce goods which are the same or similar to the Deliverables.

**FORMATION OF CALL-OFF CONTRACT**

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Agency agrees to enter into a Call-Off Contract with the Client to provide the Deliverables in accordance with the terms of this letter and the Call-Off Incorporated Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Call-Off Incorporated Terms. The Parties hereby acknowledge and agree that this Call-Off Contract shall be formed when the Client acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Agency within two (2) Working Days from such receipt.

For and on behalf of Bray Leino Ltd:	For and on behalf of UK Space Agency:
Signature: 	Signature: 
Name: 	Name: 
Role: 	Role: 
Date: 	Date: 

## **ANNEX A - Agency Proposal**

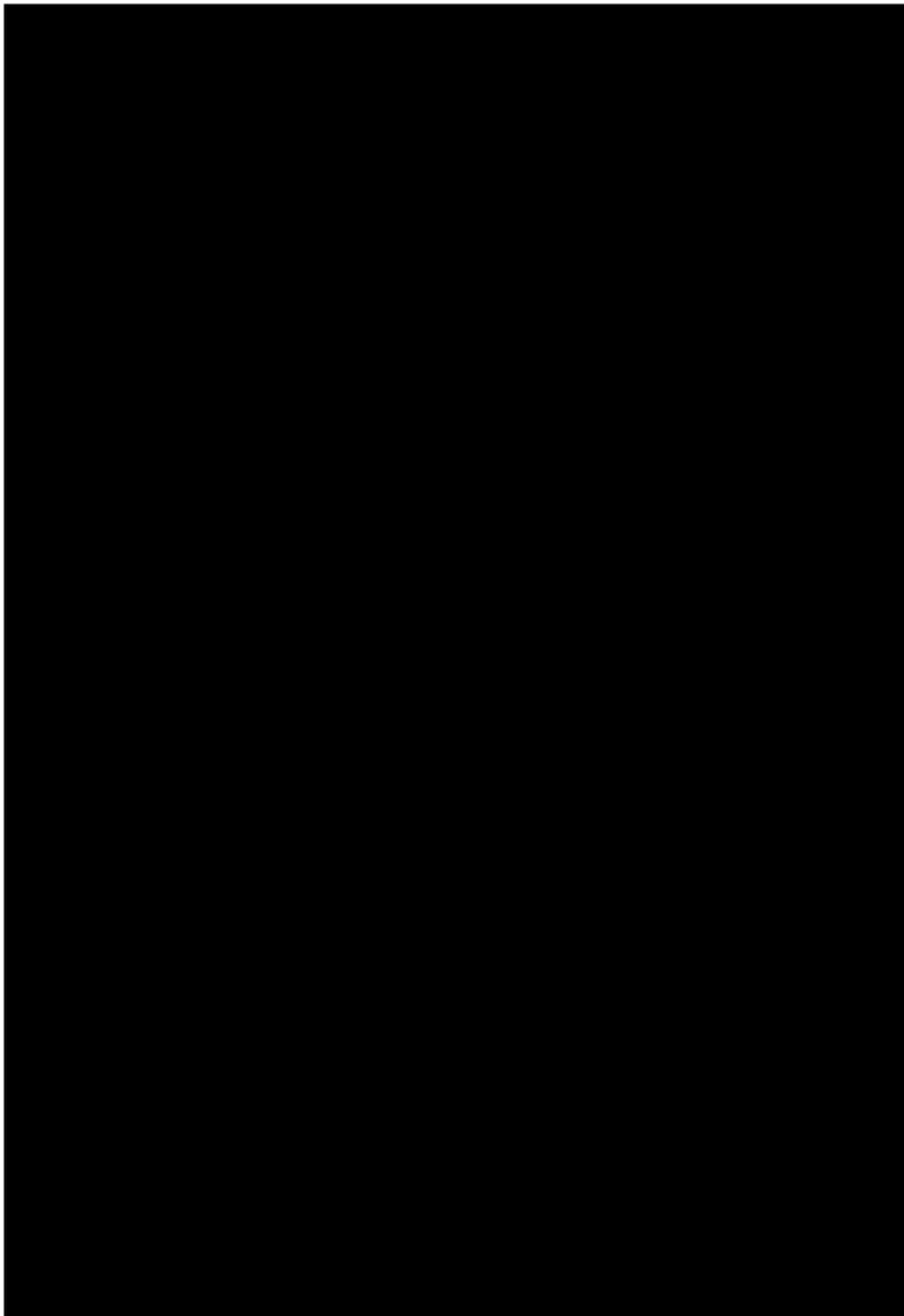
### **PROJ 1.1 – Project Plan**

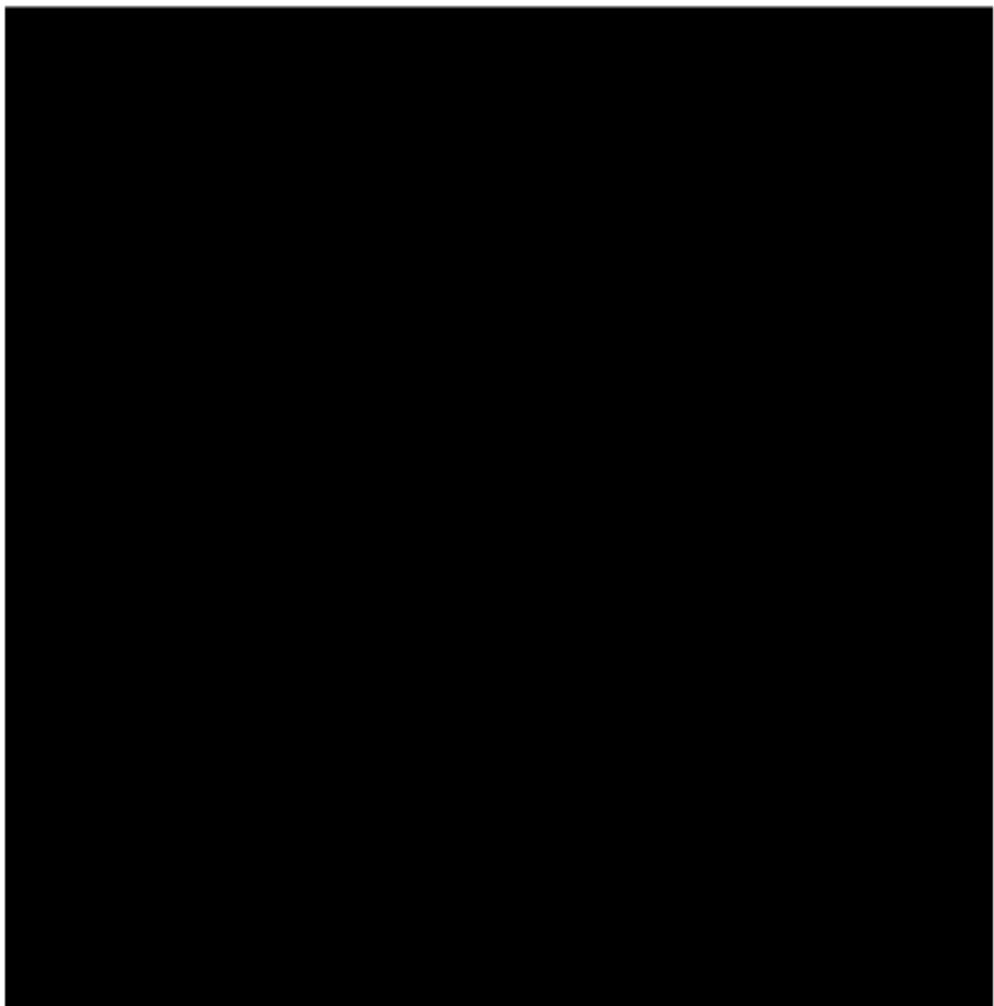




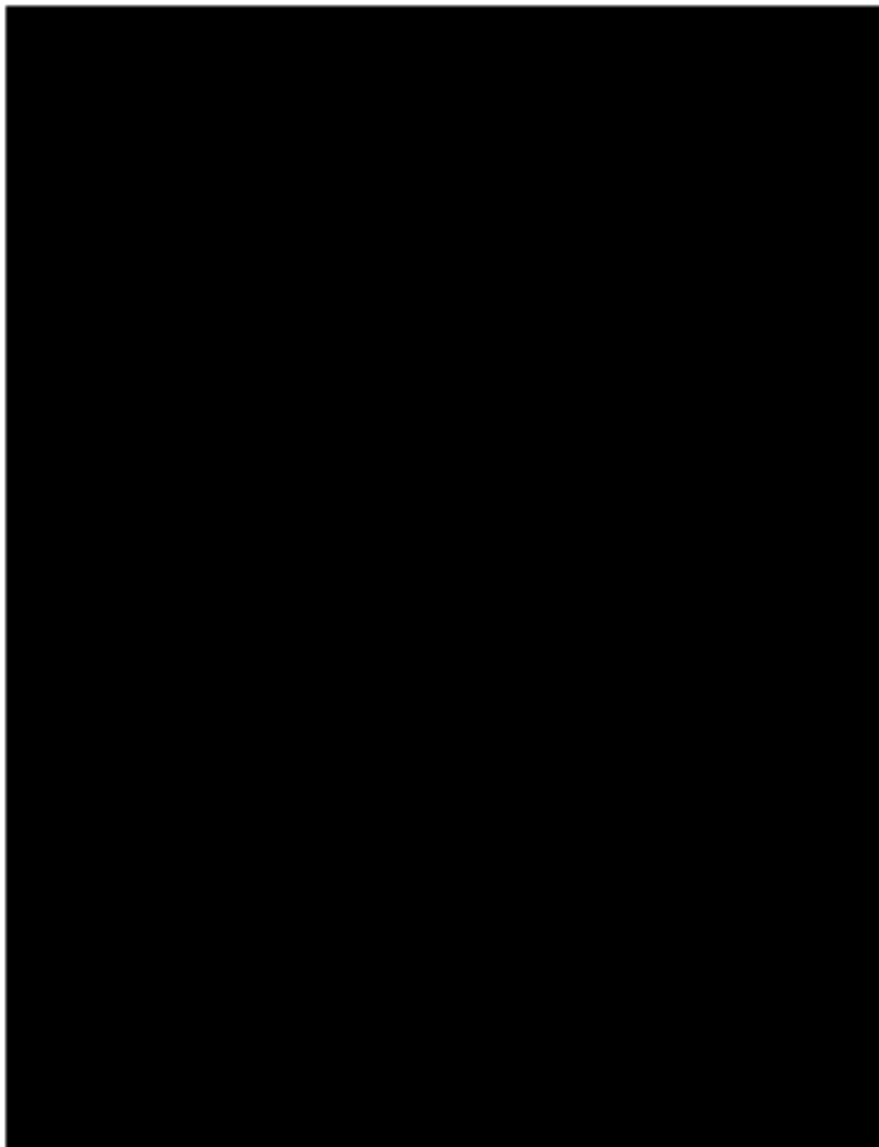






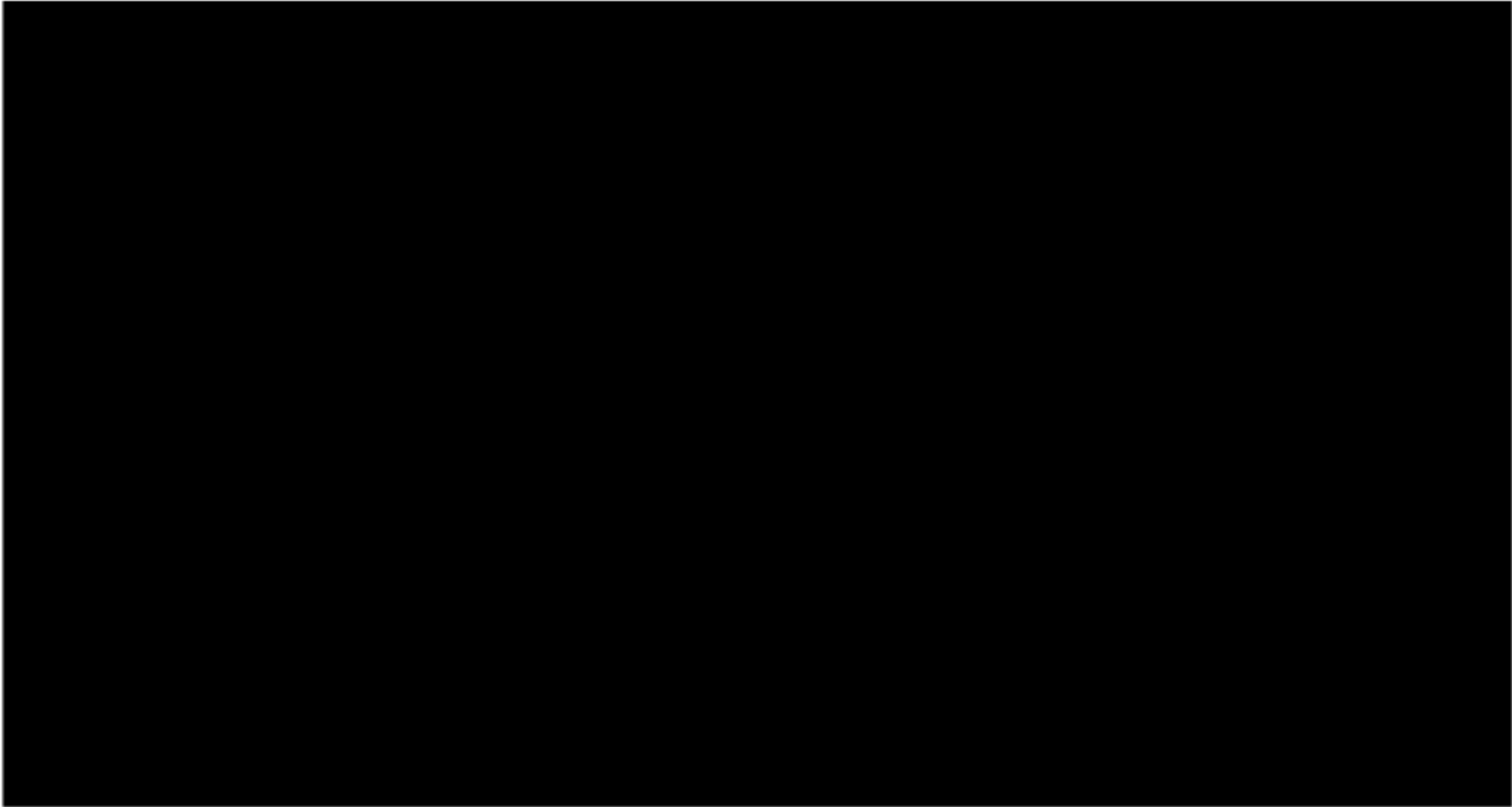






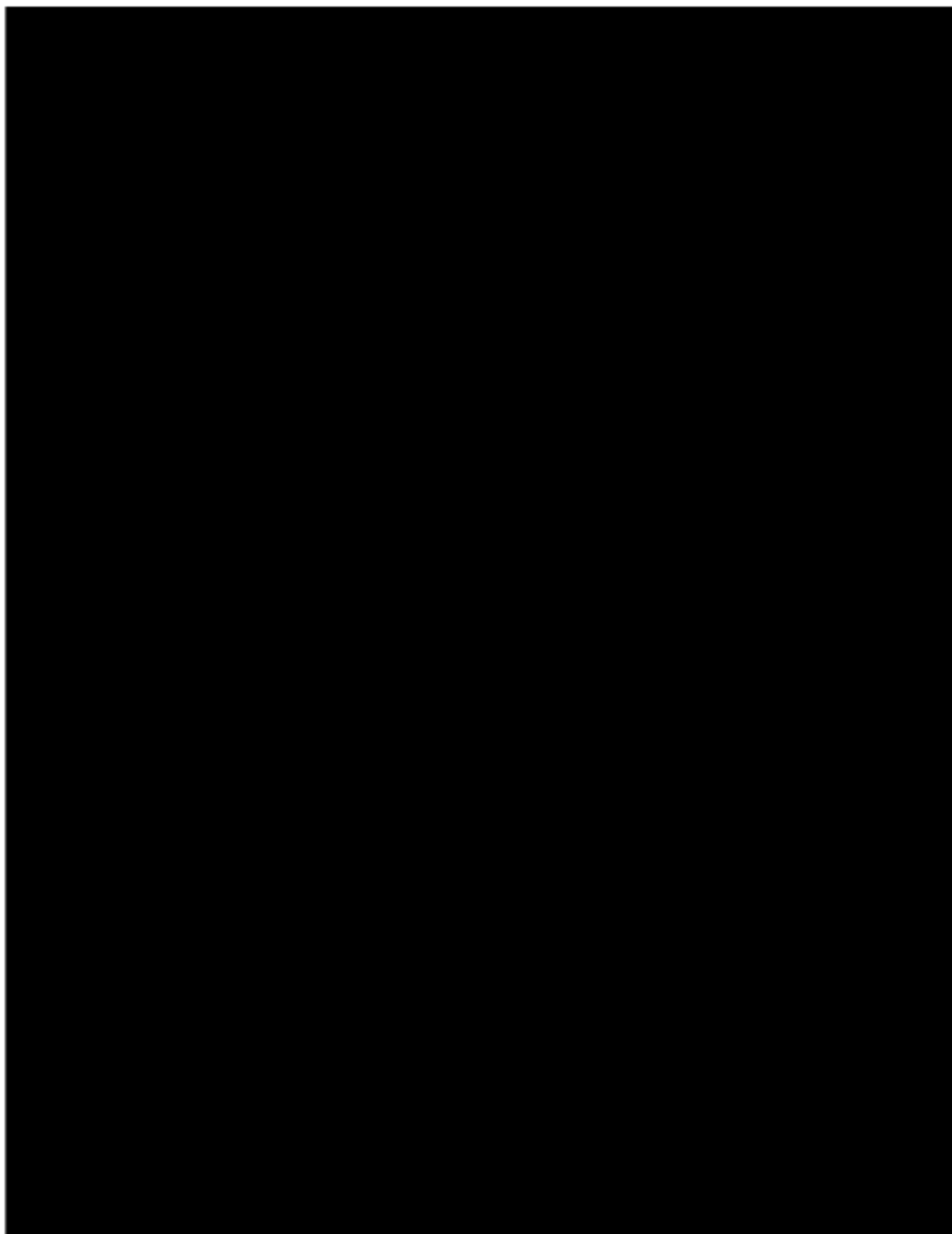


### **PROJ1.3 - Risk Assessment and Mitigation**



## **PROJ1.4 - Social Values**







## Annex B - Statement of Work

This Statement of Work is issued under and in accordance with the Call-Off Contract entered into between the parties dated Monday 1<sup>st</sup> July 2024.

Any schedule attached to this Statement of Work will describe in detail the different types of Services to be provided under that Statement of Work. A schedule attached to this Statement of Work only applies to the relevant project to be delivered under that Statement of Work, and not to any other Statement of Work, or to the provision of the Services as a whole.

i) Where a Statement of Work would result in:

- a variation of the Services procured under this Call-Off Contract;
- an increase in the Charges agreed under this Call-Off Contract; or
- a change in the economic balance between the Parties to the detriment of the Client that is not provided for in this Call-Off Contract, the relevant term(s) will be dealt with as a proposed Variation to this Call-Off Contract in accordance with the Variation procedure set out in Clause 24.

Project:	To oversee the design and build of an engaging 48sqm stand to showcase the UK's commercial spaceflight offering at Space Tech Expo Europe in Bremen
Project start Date	The contract start date is Monday 1 <sup>st</sup> July 2024.
Notice period for cancellation	Notice period for cancellation is 30 days
Project Notice Period:	
Overarching Brand/Campaign	Space Tech Expo Europe in Bremen, Germany, is an annual event and Europe's only dedicated space expo. The UK Space Agency's Launch programme had a stand as part of the event in 2022 and 2023 and following the success of this, has secured a stand for 2024.
Deliverables	<p>The stand must:</p> <ul style="list-style-type: none"> <li>- Promote the UK's thriving launch sector, ambitions and successes to date</li> <li>- Be visually appealing and attract stakeholders through the use of engaging visuals</li> <li>- Make the most of our location within the exhibition hall and draw an audience</li> <li>- Provide a comfortable and welcoming environment for meetings</li> <li>- Accommodate at least 7 different government and industry exhibitors</li> </ul>

Inclusion of  
Additional  
Schedules

The supplier shall be responsible for:

- The preparation of the final design for the stand
- The construction, dismantling of the stand at the venue; removal and disposal
- Meeting building regs and safety standards
- Providing any and all paperwork for the stand build to the show organisers, Smarter Shows
- Any servicing of the stand during the show

The stand should include:

- The structure, including doors
- Lockable, secure storage
- Carpets and furniture
- High quality wall graphics (from supplied artwork as defined below)
- Video screens with playback capability and environmentally friendly sleep settings and be independent from each other
- Accessible power supply at defined outlets for laptops
- Hidden power supply for phones or charging equipment whilst it is not in use on the stand
- A private meeting room with a roof, lighting and power supply
- Artwork specifications and quality control

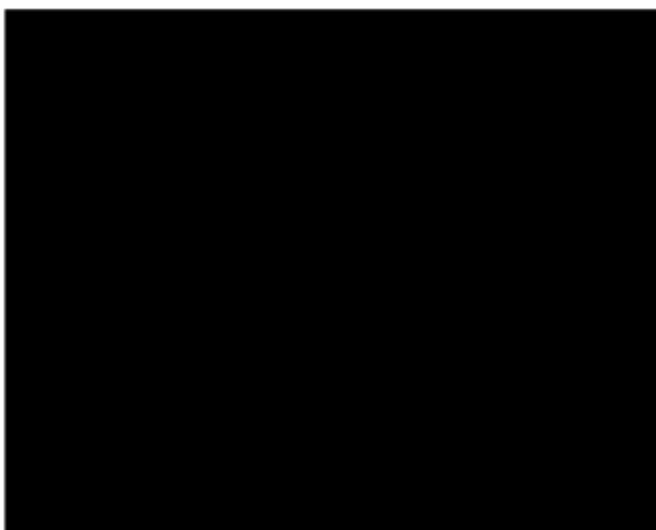
The following Schedules are incorporated into this Statement of Work

Schedule Name	Incorporated (Mark with 'X' if incorporated)
Creative Advertising Services (online and/or offline)	
Social Media Services	
Public Relations	
Simple Software/website/app development	
Below the line/experiential	

Project Plan:

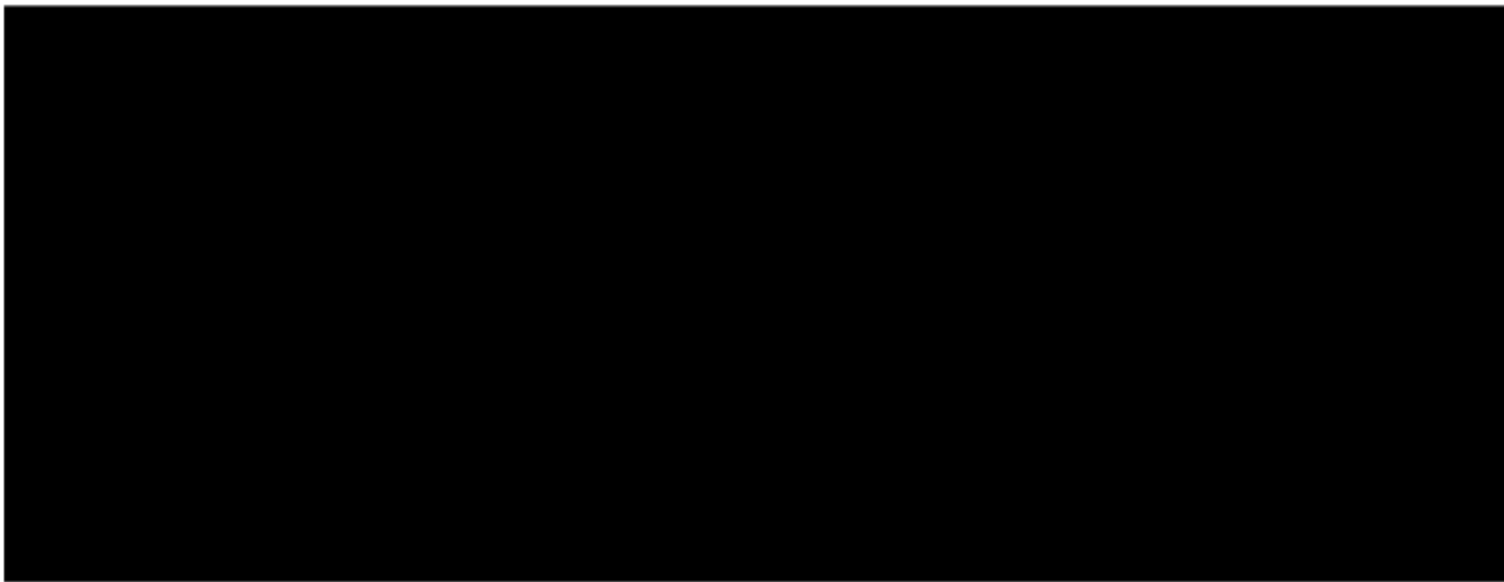
Friday 26 <sup>th</sup> July	Contractor Selection	UKSA
Friday 2 <sup>nd</sup> August	Final definition of the industry booths	Contractor / UKSA
Friday 6 <sup>th</sup> September	Final selection and approval of stand build	Participants / UKSA
Monday 16 <sup>th</sup> September	Supply graphic templates	Contractor
Friday 11 <sup>th</sup> October	Supply Artwork	Participants / UKSA
Tuesday 19 <sup>th</sup> November	Stand build and handover	Contractor

	Thursday 21 <sup>st</sup> November	Stands dismantle	Contractor
Contract Charges:	Total value Excluding VAT = £47,478.60		
Client Assets:	Details of the materials or information to be provided to the Agency. - Logo and branding - UKSA will create the screen content		
International locations:	N/A - Space Tech Expo Europe is in Bremen, Germany.		
Client Affiliates:	N/A		
Special Terms:	N/A		
Key Individuals:	[REDACTED]		
Authorised Agency Approver:	[REDACTED]		
Authorised Client Approver:	[REDACTED]		



### **Call-Off Schedule 5 (Pricing Details)**

The total contract value shall not exceed £47,478.60 Excluding VAT.



## Call-Off Schedule 7 (Key Supplier Staff)

The Order Form (Letter of Appointment) lists the key roles ("Key Roles") and names of the persons who the Agency shall appoint to fill those Key Roles at the Start Date.

1.2 The Agency shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.

1.3 The Client may identify any further roles as being Key Roles and, following agreement to the same by the Agency, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.

1.4 The Agency shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless: 1.4.1 requested to do so by the Client or the Client Approves such removal or replacement (not to be unreasonably withheld or delayed);

1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or

1.4.3 the person's employment or contractual arrangement with the Agency or Subcontractor is terminated for material breach of contract by the employee.

1.5 The Agency shall:

1.5.1 notify the Client promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Agency shall ensure appropriate temporary cover for that Key Role);

1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;

1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;

1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Goods or Services; and

1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

1.6 The Client may require the Agency to remove or procure that any Subcontractor shall remove any Key Staff that the Client considers in any respect unsatisfactory. The Client shall not be liable for the cost of replacing any Key

### Supplier Key Staff:



**Call-Off Schedule 9 (Security)****Definitions**

In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Breach of Security"	the occurrence of: any unauthorised access to or use of the Goods or Services, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Client and/or the Agency in connection with this Contract; and/or the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Client and/or the Agency in connection with this Contract, in either case as more particularly set out in the Security Policy where the Client has required compliance therewith in accordance with paragraph 2.2;
"Security Management Plan"	the Agency's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Agency to the Client and as updated from time to time.

Complying with security requirements and updates to them

The Client and the Agency recognise that, where specified in DPS Schedule 4 (DPS Management), CCS shall have the right to enforce the Client's rights under this Schedule.

The Agency shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Client that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Agency fully complies with the Security Policy.

Where the Security Policy applies the Client shall notify the Agency of any changes or proposed changes to the Security Policy.

If the Agency believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Goods or Services, it may propose a Variation to the Client. In doing so, the Agency must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.

Until and/or unless a change to the Charges is agreed by the Client pursuant to the Variation Procedure the Agency shall continue to provide the Goods or Services in accordance with its existing obligations.

**Security Standards**

The Agency acknowledges that the Client places great emphasis on the reliability of the performance of the Goods or Services, confidentiality, integrity and availability of information and consequently on security.

The Agency shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:

- is in accordance with the Law and this Contract;
- as a minimum demonstrates Good Industry Practice;
- meets any specific security threats of immediate relevance to the Goods or Services and/or the Government Data; and
- where specified by the Client in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.

The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Agency from time to time.

In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Agency should notify the Client's Representative of such inconsistency immediately upon becoming aware of the same, and the Client's Representative shall, as soon as practicable, advise the Agency which provision the Agency shall be required to comply with.

#### Security Management Plan

##### Introduction

The Agency shall develop and maintain a Security Management Plan in accordance with this Schedule. The Agency shall thereafter comply with its obligations set out in the Security Management Plan.

##### Content of the Security Management Plan

The Security Management Plan shall:

- comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
- identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Agency;
- detail the process for managing any security risks from Subcontractors and third parties authorised by the Client with access to the Goods or Services, processes associated with the provision of the Goods or Services, the Client Premises, the Sites and any ICT, Information and data (including the Client's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Goods or Services;
- be developed to protect all aspects of the Goods or Services and all processes associated with the provision of the Goods or Services, including the Client Premises, the Sites, and any ICT, Information and data (including the Client's Confidential Information and the Government Data) to the extent used by the Client or the Agency in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Goods or Services;
- set out the security measures to be implemented and maintained by the Agency in relation to all aspects of the Goods or Services and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Goods or Services comply with the provisions of this Contract;
- set out the plans for transitioning all security arrangements and responsibilities for the Agency to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and



be written in plain English in language which is readily comprehensible to the staff of the Agency and the Client engaged in the provision of the Goods or Services and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

#### Development of the Security Management Plan

Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Agency shall prepare and deliver to the Client for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.

If the Security Management Plan submitted to the Client in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Agency shall amend it within ten (10) Working Days of a notice of non-approval from the Client and re-submit to the Client for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and, in any event, no longer than fifteen (15) Working Days from the date of its first submission to the Client. If the Client does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

The Client shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However, a refusal by the Client to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

Approval by the Client of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Agency of its obligations under this Schedule.

#### Amendment of the Security Management Plan

The Security Management Plan shall be fully reviewed and updated by the Agency at least annually to reflect:

- emerging changes in Good Industry Practice;
- any change or proposed change to the Goods or Services and/or associated processes;
- where necessary in accordance with paragraph 2.2, any change to the Security Policy;
- any new perceived or changed security threats; and
- any reasonable change in requirements requested by the Client.

The Agency shall provide the Client with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Client. The results of the review shall include, without limitation:

- suggested improvements to the effectiveness of the Security Management Plan;
- updates to the risk assessments; and
- suggested improvements in measuring the effectiveness of controls.

Subject to Paragraph 4.4.4, any change or amendment which the Agency proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Client or otherwise) shall be subject to the Variation Procedure.



The Client may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

#### Security breach

Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Agency shall: immediately take all reasonable steps (which shall include any action or changes reasonably required by the Client) necessary to:

- minimise the extent of actual or potential harm caused by any Breach of Security;
- remedy such Breach of Security to the extent possible and protect the integrity of the Client and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
- prevent an equivalent breach in the future exploiting the same cause failure; and
- as soon as reasonably practicable provide to the Client, where the Client so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Client.

In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Client.

## **Call-Off Schedule 15 (Call-Off Contract Management)**

### **Definitions**

In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Contract Manager" the manager appointed in accordance with paragraph 2.1 of this Schedule;

### **Managing the contract**

The Agency and the Client shall each appoint a Contract Manager for the purposes of this Contract through whom the provision of the Goods or Services shall be managed day-to-day.

The Parties shall ensure that appropriate resource and expertise is made available to deliver the aims, objectives and specific provisions of the Contract. The Client will give the Agency instructions as to its requirements for the Goods or Services. These will be included in a Statement of Work and may include start and end dates for each stage of the proposed Goods or Services.

During the Contract Period, the Agency will:

keep the Client fully informed as to the progress and status of all Goods or Services, by preparing and submitting written reports at such intervals and in such format as is agreed by the Parties; and

promptly inform the Client of any actual or anticipated problems relating to provision of the Goods or Services. Receipt of communication from the Agency by the Client does not absolve the Agency from its responsibilities, obligations or liabilities under the Contract.

During the Contract Period, the Parties' respective Contract Managers will arrange and attend meetings to review the status and progress of the Goods or Services and to seek to resolve any issues that have arisen. These meetings will be held at locations and intervals as agreed by the Parties.

Unless otherwise agreed in the Statement of Work, the Agency will produce contact reports providing each Party with a written record of matters of substance discussed at meetings or in telephone conversations between the parties within 3 Working Days of such discussions. If the Client does not question any of the subject matter of a contact report within 7 Working Days of its receipt, it will be taken to be a correct record of the meeting or telephone conversation.

### 3. Approvals and Authority

For the purposes of this Order Schedule 15, any reference to Client Approval means written approval in one of the following ways:

the Client issuing a purchase order bearing the signature of an Authorised Client Approver;

email from the individual business email address of an Authorised Client Approver; or

the signature of an Authorised Client Approver on the Agency's documentation.

The Agency will seek the Client's prior Approval of:

any estimates or quotations for any costs to be paid by the Client that are not agreed in a Statement of Work; and

any creative treatments, including but not limited to scripts, messaging, storyboards, copy, layouts, design, artwork, or proposed marketing activity.

The Agency will seek the Client's prior Approval of any draft Goods or Services. The Client's Approval will be the Agency's authority to proceed with the use of the relevant Goods or Services.

If the Client does not approve of any matter requiring Approval, it must notify the Agency of its reasons for disapproval within 14 days of the Agency's request.

If the Client delays approving or notifying the Agency as to its disapproval, the Agency will not be liable for any resulting delays or adverse impact caused to the delivery of the Statement of Work.

#### Monitoring Campaign Performance

The Agency agrees to provide access to data and support for Audits undertaken by the Client and its Auditors under the CRTPA relating to campaign performance under the Contract during and after campaigns.

The Agency will fully comply with all remote access requests.

The Auditor may share data with relevant key stakeholders as necessary to complete the work. Where the Client carries out an Audit it will own the resulting report and may share non-sensitive outcomes as appropriate.

The Agency and the Client will agree a plan to address Audit findings to optimise campaign performance.

#### Contract Risk Management

Both Parties will proactively manage risks attributed to them under the terms of this Contract.

The Agency will develop, operate, maintain and amend, as agreed with the Client, processes for:

the identification and management of risks;

the identification and management of issues; and

monitoring and controlling project plans.

#### International Work

The management and process for Client billing under Statements of Work including international work is to be agreed prior to the commencement of the Statement of Work and set out in the Statement of Work or Letter of Appointment.

#### Annex: Contract Boards

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

## Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Agency will be required to make available to the Buyer under this Call-Off Contract.

### Background to the Requirement

Space Tech Expo Europe in Bremen, Germany, is an annual event and Europe's only dedicated space expo. The UK Space Agency's Launch programme had a stand as part of the event in 2022 and 2023 and following the success of this, has secured a stand for 2024.

The primary function of the stand is to promote the UK Launch market to an international audience, with a particular focus on the upcoming vertical launches from Scotland in the coming year. The primary activity on the stand will be informal engagement with stakeholders, demonstrating what is on offer in the UK and how they can access or join the market.

This approach has proved to be very successful, and the stand has been so popular that for 2024 we have purchased a larger stand space of 48sqm to maximise our stakeholder engagement. We will also invite two additional stand partners to share the stand to promote the UK's wider spaceflight offer.

In previous years, the Launch Programme has invited stand partners from other government departments who support the UK launch sector, as well as from the UK space industry, to share the stand space with us to reflect the UK's vibrant launch offering. In 2023, the Launch programme hosted one industry partner and four government entities on the stand. Stand partners were selected following a bidding process whereby applicants were invited to submit bids to UKSA outlining their suitability and how their proposed presence would support the wider objectives of the Launch programme. Visitors to the stand usually engage with a number of stand partners across the stand.

The Launch UK stand will also be used to facilitate more commercially sensitive conversations such as bilateral meetings with other space agencies, key international industry figures and potentially ministerial meetings.

The stand may also be used to host some on-stand events, such as receptions, to increase our visibility and encourage visitor presence on the stand, as well as to promote some of our programmes and recent announcements. Previous experience has demonstrated that a sound system is necessary for any speeches at these events as the space is very open.

The stand will be staffed by representatives from UK Space Agency's Launch programme and representatives from our selected stand partners. However, stand partners will be responsible for their own staffing and engagement on stand. We have found this is managed best when there is a clear distinction between each stand partners exhibiting space within the stand. Each standing partner will also be responsible for their own valuables and staff's belongings.

### Aims

Space Tech Expo Europe provides a key opportunity to promote the UK launch and the UK's growing spaceflight sector with a view to attract potential customers and promoting the UK as a leading spacefaring nation to encourage economic and market growth and foreign direct investment.

Through a dedicated stand presence at the exhibition, we will showcase the strength of the UK's launch sector, promote our heritage in space systems and engineering, and our skilled and varied business environment, support our overall supply chain and offering. The stand will also act as a networking space for the UK Space Agency's Launch programme and our stand partners to meet with potential customers and discuss opportunities.

Therefore, we are seeking a delivery partner to work with the UK Space Agency's Launch programme to oversee the design and build of an engaging and creative stand to promote the UK Space Agency's spaceflight activities at Space Tech Expo Europe 2024.

### **Objectives**

To oversee the design and build of an engaging 48sqm stand to showcase the UK's commercial spaceflight offering at Space Tech Expo Europe in Bremen, 19-21 November 2024.

- The stand must be recyclable, reusable or made from recycled materials, built to a high quality and then deconstructed and environmentally disposed of/distributed after the event.
- The stand should be designed to accommodate 7 different exhibitors within the stand space from government and industry, to present their business to potential international investors and customers to catalyse UK investment and champion the UK space sector, whilst also highlighting an overall focus on UK launch.
- The stand should include a private meeting room with a roof to ensure it is sound-proof and accommodate 4 people comfortably.
- The stand should include lockable, secure storage.
- UK Space Agency Launch team will work closely with the successful bidder to ensure requirements are understood, to provide suitable artwork, and to give the final approval.

### **Deliverables**

The stand **must**:

- Promote the UK's thriving launch sector, ambitions and successes to date
- Be visually appealing and attract stakeholders through the use of engaging visuals
- Make the most of our location within the exhibition hall and draw an audience
- Provide a comfortable and welcoming environment for meetings
- Accommodate at least 7 different government and industry exhibitors

The contractor shall be responsible for:



- The preparation of the final design for the stand
- The construction, dismantling of the stand at the venue; removal and disposal
- Meeting building regs and safety standards
- Providing any and all paperwork for the stand build to the show organisers, Smarter Shows
- Any servicing of the stand during the show

The stand **should** include:

- The structure, including doors
- Lockable, secure storage
- Carpets and furniture
- High quality wall graphics (from supplied artwork as defined below)
- Video screens with playback capability and environmentally friendly sleep settings and be independent from each other
- Accessible power supply at defined outlets for laptops
- Hidden power supply for phones or charging equipment whilst it is not in use on the stand
- A private meeting room with a roof, lighting and power supply
- Artwork specifications and quality control

The contractor shall not be responsible for the providing the stand wall graphics. These will be provided by the Launch programme (UKSA) and the stand partners through the Launch programme.

## **Requirement**

### **Size**

The space purchased for the stand is 48sqm, a linear space with one outward facing side - stand A19, Hall 4. You can view the stand on the venue floor plan in Appendix B or [view the floorplan online](#). Maximum height build is 4 metres.

### **Stand Functional Areas**

The stand should have a main area with a focus on UK Space Agency Launch programme as well as an area of booths for stand partners. Each booth shall have an option for 16:9 Video display screen around 130 cm which can play videos from a network, USB stick or connected to a laptop computer. Each booth shall have an option for a free-standing literature stand.

### **Informal Meeting Area**

There shall be an area on the stand which allows for informal meetings with some seating and tables but that can also be cleared as standing space for events when needed.

### **UK Space Agency Reception**

The stand should have a reception point which is to be branded as the UK Space Agency. There should also be provision for lockable storage of publicity material, laptops and display objects.

### **Meeting Room**

The stand should have a meeting room with furniture that can accommodate up to 4 people. The meeting room should be private but there should be a way to identify if the room is occupied or available.

### Design

The stand design shall have an overarching theme that unifies the exhibitors on stand as representing the UK's launch market, with UK Space Agency Launch UK central to the promotion.

There should be wall space for large graphics and TV screens to showcase UK Space Agency content, as well as a few informal seats and/or a sofa for informal discussions. The stand should have no hard boundaries between the areas but must allow for each industry partner to display their own logo and imagery prominently on their booth/area of the stand.

### Milestones

The timeline for the stand is defined below. The dates marked with an asterisk are flexible and can be agreed with the contractor after the contract is awarded.

Friday 26 <sup>th</sup> July	Contractor Selection	UKSA
Friday 2 <sup>nd</sup> August	Final definition of the industry booths	Contractor / UKSA
Friday 6 <sup>th</sup> September	Final selection and approval of stand build	Participants / UKSA
Monday 16 <sup>th</sup> September	Supply graphic templates	Contractor
Friday 11 <sup>th</sup> October	Supply Artwork	Participants / UKSA
Tuesday 19 <sup>th</sup> November	Stand build and handover	Contractor
Thursday 21 <sup>st</sup> November	Stands dismantle	Contractor



SOR-STEE24 stand  
build - Annex A.pdf



SOR-STEE24 stand  
build - Annex B.pdf



## Joint Schedule 1 (Definitions)

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
  - 1.3.1 the singular includes the plural and vice versa;
  - 1.3.2 reference to a gender includes the other gender and the neuter;
  - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;
  - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
  - 1.3.5 the words **"including"**, **"other"**, **"in particular"**, **"for example"** and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words **"without limitation"**;
  - 1.3.6 references to **"writing"** include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
  - 1.3.7 references to **"representations"** shall be construed as references to present facts, to **"warranties"** as references to present and future facts and to **"undertakings"** as references to obligations under the Contract;
  - 1.3.8 references to **"Clauses"** and **"Schedules"** are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
  - 1.3.9 references to **"Paragraphs"** are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
  - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
  - 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract;
  - 1.3.12 where the Client is a Central Government Body it shall be treated as contracting with the Crown as a whole;
  - 1.3.13 any reference in a Contract which immediately before Exit Day was a reference to (as it has effect from time to time):

- (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- (b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred;

1.3.14 unless otherwise provided, references to "**Buyer**" or "**Client**" shall be construed as including Exempt Buyers; and

1.3.15 unless otherwise provided, references to "**Call-Off Contract**" and "**Contract**" shall be construed as including Exempt Call-off Contracts.

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

<b>"Additional Insurances"</b>	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
<b>"Admin Fee"</b>	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: <a href="http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees">http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees</a> ;
<b>"Advertising Regulations"</b>	a present or future applicable code of practice or adjudication of the Committee of Advertising Practice, Broadcast Committee of Advertising Practice or the Advertising Standards Authority (including any applicable modification, extension or replacement thereof), together with other UK laws, statutes and regulations which are directly applicable to the Deliverables;
<b>"Affected Party"</b>	the Party seeking to claim relief in respect of a Force Majeure Event;
<b>"Affiliates"</b>	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
<b>"Agency"</b>	the person, firm or company identified in the Framework Award Form;
<b>"Agency Assets"</b>	all assets and rights used by the Agency to provide the Deliverables in accordance with the Call-Off Contract but excluding the Client Assets;

<b>"Agency Authorised Representative"</b>	the representative appointed by the Agency named in the Framework Award Form, or later defined in a Call-Off Contract;
<b>"Agency's Confidential Information"</b>	<p>any information, however, it is conveyed, that relates to the business, affairs, developments, IPR of the Agency (including the Agency Existing IPR) trade secrets, Know-How, and/or personnel of the Agency;</p> <p>any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Agency's attention or into the Agency's possession in connection with a Contract;</p> <p>Information derived from any of (a) and (b) above;</p>
<b>"Agency's Contract Manager"</b>	the person identified in the Order Form appointed by the Agency to oversee the operation of the Call-Off Contract and any alternative person whom the Agency intends to appoint to the role, provided that the Agency informs the Client prior to the appointment;
<b>"Agency Equipment"</b>	The Agency's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Agency (but not hired, leased or loaned from the Client) in the performance of its obligations under this Call-Off Contract;
<b>"Agency Marketing Contact"</b>	shall be the person identified in the Framework Award Form;
<b>"Agency Non-Performance"</b>	<p>where the Agency has failed to:</p> <p>Achieve a Milestone by its Milestone Date;</p> <p>provide the Service and/or Goods in accordance with the Service Levels; and/or</p> <p>comply with an obligation under a Contract;</p>
<b>"Agency Profit"</b>	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
<b>"Agency Profit Margin"</b>	in relation to a period or a Milestone (as the context requires), the Agency Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
<b>"Agency Staff"</b>	all directors, officers, employees, agents, consultants and contractors of the Agency and/or of any Subcontractor engaged in the performance of the Agency's obligations under a Contract;

<b>"Audit"</b>	<p>the Relevant Authority's right to:</p> <ul style="list-style-type: none"> <li>) verify the accuracy of the Charges and any other amounts payable by a Client under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract);</li> <li>) verify the costs of the Agency (including the costs of all Subcontractors and any third-party suppliers) in connection with the provision of the Services;</li> <li>) verify the Open Book Data;</li> <li>) verify the Client's and each Subcontractor's compliance with the Contract and applicable Law;</li> <li>) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Agency of the purpose or objective of its investigations;</li> </ul> <p>Identify or investigate any circumstances which may impact upon the financial stability of the Agency, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</p> <ul style="list-style-type: none"> <li>) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</li> <li>) review any books of account and the internal contract management accounts kept by the Agency in connection with each Contract including job or activity level accounts and reconciliations of estimated to actual Charges and costs (including the costs of all Subcontractors, any third-party suppliers, any group or associated companies and any travel and subsistence costs recharged by the Agency);</li> </ul> <p>carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</p> <p>enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources;</p> <ul style="list-style-type: none"> <li>) monitor the performance of a Statement of Work against its objectives; or</li> </ul> <p>verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</p>
<b>"Auditor"</b>	<p>the Relevant Authority's internal and external auditors;</p> <ul style="list-style-type: none"> <li>) the Relevant Authority's statutory or regulatory auditors;</li> </ul>

	<p>the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>HM Treasury or the Cabinet Office or GCS;</p> <p>any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and</p> <p>successors or assigns of any of the above;</p>
<b>"Authorised Client Approver"</b>	any personnel of the Client who have the authority to contractually bind the Buyer in all matters relating to a Call-Off Contract. They must be named in the applicable Statement of Work, and the Agency must be notified if they change;
<b>"Authorised Agency Approver"</b>	any personnel of the Agency who have the authority to contractually bind the Agency in all matters relating to a Call-Off Contract. They must be named in the applicable Statement of Work, and the Buyer must be notified if they change;
<b>"Authority"</b>	CCS and each Client;
<b>"Authority Cause"</b>	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Agency;
<b>"BACS"</b>	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
<b>"Beneficiary"</b>	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
<b>"Branding Guidance"</b>	the agency marketing toolkit which includes logos and guidance provided by CCS to the Agency;
<b>"Brief"</b>	a statement issued by the Client detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure and included as Call-Off Schedule 20 (Call-Off Specification);
<b>"Buyer"</b>	means the Client;
<b>"Buyer Assets"</b>	the Client's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Client and which is or may be used in connection with the provision of the Deliverables which remain the property of the Client throughout the term of the Contract;
<b>"Buyer Authorised Representative"</b>	the representative appointed by the Client from time to time in relation to the Call-Off Contract initially identified in the Order Form;



<b>"Buyer Premises"</b>	premises owned, controlled or occupied by the Client which are made available for use by the Agency or its Subcontractors for the provision of the Deliverables (or any of them);
<b>"Call-Off Contract"</b>	the contract between the Client and the Agency (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form including any subsequently agreed Statements of Work;
<b>"Call-Off Contract Period"</b>	the Contract Period in respect of the Call-Off Contract;
<b>"Call-Off Expiry Date"</b>	the scheduled date of the end of a Call-Off Contract as stated in the Order Form;
<b>"Call-Off Incorporated Terms"</b>	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
<b>"Call-Off Initial Period"</b>	the Initial Period of a Call-Off Contract specified in the Order Form;
<b>"Call-Off Optional Extension Period"</b>	such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form;
<b>"Call-Off Procedure"</b>	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);
<b>"Call-Off Special Terms"</b>	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
<b>"Call-Off Start Date"</b>	the date of start of a Call-Off Contract as stated in the Order Form;
<b>"CCS"</b>	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
<b>"CCS Authorised Representative"</b>	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;

<b>"Central Government Body"</b>	<p>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:</p> <p>Government Department;</p> <p>Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>Non-Ministerial Department; or</p> <p>Executive Agency;</p>
<b>"Change in Law"</b>	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
<b>"Change of Control"</b>	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
<b>"Charges"</b>	the prices (exclusive of any applicable VAT), payable to the Agency by the Client under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Agency of its obligations under the Call-Off Contract less any Deductions and the GCS Management Charge;
<b>"Claim"</b>	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
<b>"Client"</b>	the relevant public sector purchaser identified as such in the Order Form;
<b>"Client Assets"</b>	the Client's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Client and which is or may be used in connection with the provision of the Deliverables which remain the property of the Client throughout the term of the Contract;
<b>"Client Authorised Representative"</b>	the representative appointed by the Client from time to time in relation to the Call-Off Contract initially identified in the Order Form;
<b>"Client Premises"</b>	premises owned, controlled or occupied by the Client which are made available for use by the Agency or its Subcontractors for the provision of the Deliverables (or any of them);
<b>"Commercially Sensitive Information"</b>	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Agency, its IPR or its business or which the Agency has indicated to the Authority that, if disclosed by the Authority, would cause the Agency significant commercial disadvantage or material financial loss;
<b>"Comparable Supply"</b>	the supply of Deliverables to another Client of the Agency that are the same or similar to the Deliverables;

<b>"Compliance Officer"</b>	the person(s) appointed by the Agency who is responsible for ensuring that the Agency complies with its legal obligations;
<b>"Confidential Information"</b>	means any information, however and whenever it is conveyed, that relates to the business, affairs, developments, trade secrets, Briefs, Know-How, personnel and suppliers of CCS, the Client or the Agency, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as <b>"confidential"</b> ) or which ought reasonably to be considered to be confidential;
<b>"Conflict of Interest"</b>	a conflict between the financial or personal duties of the Agency or the Agency Staff and the duties owed to CCS or any Client under a Contract, in the reasonable opinion of the Client or CCS;
<b>"Contract"</b>	either the Framework Contract or the Call-Off Contract, as the context requires;
<b>"Contract Period"</b>	the term of either a Framework Contract or Call-Off Contract on and from the earlier of the: a) applicable Start Date; or b) the Effective Date up to and including the applicable End Date;
<b>"Contract Value"</b>	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Agency;
<b>"Contract Year"</b>	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
<b>"Control"</b>	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and <b>"Controlled"</b> shall be construed accordingly;
<b>"Controller"</b>	has the meaning given to it in the UK GDPR;
<b>"Core Terms"</b>	CCS' terms and conditions for common goods and services which govern how Agency's must interact with CCS and Clients under Framework Contracts and Call-Off Contracts;
<b>"Costs"</b>	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Agency in providing the Deliverables: <ul style="list-style-type: none"> <li>) the cost to the Agency or the Key Subcontractor (as the context requires), calculated per Workday, of engaging the Agency Staff, including: <ul style="list-style-type: none"> <li>base salary paid to the Agency Staff;</li> <li>employer's National Insurance contributions;</li> <li>pension contributions;</li> <li>car allowances;</li> <li>any other contractual employment benefits;</li> </ul> </li> </ul>



	<p>staff training;</p> <p>) workplace accommodation;</p> <p>i) workplace IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</p> <p>reasonable recruitment costs, as agreed with the Client;</p> <p>) costs incurred in respect of Agency Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Agency Assets by the Agency to the Client or (to the extent that risk and title in any Agency Asset is not held by the Agency) any cost actually incurred by the Agency in respect of those Agency Assets;</p> <p>) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Agency in the provision of the Deliverables; and</p> <p>) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <p>Overhead;</p> <p>financing or similar costs;</p> <p>) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Agency Assets or otherwise;</p> <p>taxation;</p> <p>) fines and penalties;</p> <p>) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
<b>"CRTPA"</b>	the Contract Rights of Third Parties Act 1999;
<b>"Data Protection Impact Assessment"</b>	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
<b>"Data Protection Legislation"</b>	The UK GDPR, as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy;

<b>"Data Protection Liability Cap"</b>	the amount specified in the Framework Award Form;
<b>"Data Protection Officer"</b>	has the meaning given to it in the UK GDPR;
<b>"Data Subject"</b>	has the meaning given to it in the UK GDPR;
<b>"Data Subject Access Request"</b>	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;
<b>"Deductions"</b>	all Delay Payments (if applicable), or any other deduction which the Client is paid or is payable to the Client under a Call-Off Contract;
<b>"Default"</b>	any breach of the obligations of the Agency (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Agency, of its Subcontractors or any Agency Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Agency is liable to the Relevant Authority;
<b>"Default Management Charge"</b>	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
<b>"Delay Payments"</b>	the amounts (if any) payable by the Agency to the Client in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
<b>"Deliverables"</b>	Service and/or Goods that may be ordered under the Contract including the Documentation;
<b>"Delivery"</b>	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Client by the either (a) confirmation in writing to the Agency; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. <b>"Deliver"</b> and <b>"Delivered"</b> shall be construed accordingly;
<b>"Disclosing Party"</b>	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);

<b>"Dispute"</b>	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
<b>"Dispute Resolution Procedure"</b>	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
<b>"Documentation"</b>	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Agency to the Client under a Contract as:</p> <p>would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Client to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>is required by the Agency in order to provide the Deliverables; and/or</p> <p>has been or shall be generated for the purpose of providing the Deliverables;</p>
<b>"DOTAS"</b>	the Disclosure of Tax Avoidance Schemes rules which require a promoter of Tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
<b>"DPA 2018"</b>	the Data Protection Act 2018;
<b>"Due Diligence Information"</b>	any information supplied to the Agency by or on behalf of the Authority prior to the Start Date;
<b>"Effective Date"</b>	the date on which the final Party has signed the Contract;
<b>"EIR"</b>	the Environmental Information Regulations 2004;
<b>"Electronic Invoice"</b>	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing, and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
<b>"Employment Regulations"</b>	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any

	other Regulations implementing the European Council Directive 77/187/EEC;
<b>"End Date"</b>	the earlier of:  the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or  if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
<b>"Environmental Policy"</b>	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Client;
<b>"Equality and Human Rights Commission"</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>"Estimated Year 1 Charges"</b>	the anticipated total Charges payable by the Client in the first Contract Year specified in the Order Form;

<b>"Estimated Yearly Charges"</b>	means for the purposes of calculating each Party's annual liability under clause 11.2:  i) in the first Contract Year, the Estimated Year 1 Charges; or  ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or  iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;
<b>"Exempt Buyer"</b>	a public sector purchaser that is: a) eligible to use the Framework Contract; and b) is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of: i) the Regulations; ii) the Concession Contracts Regulations 2016 (SI 2016/273); iii) the Utilities Contracts Regulations 2016 (SI 2016/274); iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848); v) the Remedies Directive (2007/66/EC); vi) Directive 2014/23/EU of the European Parliament and Council;

	<p>vii) Directive 2014/24/EU of the European Parliament and Council;</p> <p>viii) Directive 2014/25/EU of the European Parliament and Council; or</p> <p>ix) Directive 2009/81/EC of the European Parliament and Council;</p>
<b>"Exempt Call-off Contract"</b>	the contract between the Exempt Buyer and the Agency for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract;
<b>"Exempt Procurement Amendments"</b>	any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;
<b>"Existing IPR"</b>	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
<b>"Exit Day"</b>	shall have the meaning in the European Union (Withdrawal) Act 2018;
<b>"Expiry Date"</b>	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
<b>"Extension Period"</b>	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
<b>"FOIA"</b>	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
<b>"Force Majeure Event"</b>	<p>any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including:</p> <ul style="list-style-type: none"> <li>a) riots, civil commotion, war or armed conflict;</li> <li>b) acts of terrorism;</li> <li>c) acts of government, local government or regulatory bodies;</li> <li>d) fire, flood, storm or earthquake or other natural disaster,</li> </ul>



	but excluding any industrial dispute relating to the Agency, the Agency Staff or any other failure in the Agency or the Subcontractor's supply chain;
<b>"Force Majeure Notice"</b>	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
<b>"Framework Award Form"</b>	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Agency and CCS;
<b>"Framework Contract"</b>	the framework agreement established between CCS and the Agency in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Clients by the Agency pursuant to the FTS Notice;
<b>"Framework Contract Period"</b>	the period from the Framework Start Date until the End Date of the Framework Contract;
<b>"Framework Expiry Date"</b>	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
<b>"Framework Incorporated Terms"</b>	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
<b>"Framework Optional Extension Period"</b>	such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;
<b>"Framework Price(s)"</b>	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
<b>"Framework Special Terms"</b>	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
<b>"Framework Start Date"</b>	the date of start of the Framework Contract as stated in the Framework Award Form;
<b>"Framework Suppliers"</b>	all suppliers able to bid for work following the conclusion of the procurement under the FTS Notice;
<b>"Framework Tender Response"</b>	the tender submitted by the Agency to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);
<b>"Further Competition Procedure"</b>	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
<b>"GCS"</b>	the professional body for public service communicators working in government departments, agencies and arm's length bodies;
<b>"GCS Management Charge"</b>	the sum specified in the Framework Award Form payable by Central Government Bodies to the Agency on behalf of CCS;

<b>"General Anti-Abuse Rule"</b>	a) the legislation in Part 5 of the Finance Act 2013 and; and b) any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions;
<b>"General Change in Law"</b>	a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Agency) or which affects or relates to a Comparable Supply;
<b>"Goods"</b>	goods made available by the Agency as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
<b>"Good Industry Practice"</b>	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
<b>"Government"</b>	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
<b>"Government Data"</b>	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which:  i) are supplied to the Agency by or on behalf of the Authority; or  ii) the Agency is required to generate, process, store or transmit pursuant to a Contract;
<b>"Guarantor"</b>	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
<b>"Halifax Abuse Principle"</b>	the principle explained in the CJEU Case C-255/02 Halifax and others;
<b>"HMRC"</b>	Her Majesty's Revenue and Customs;
<b>"ICT Policy"</b>	the Client's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Agency), as updated from time to time in accordance with the Variation Procedure;
<b>"Impact Assessment"</b>	an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:

	<ul style="list-style-type: none"> <li>a) details of the impact of the proposed Variation on the Deliverables and the Agency's ability to meet its other obligations under the Contract;</li> <li>b) details of the cost of implementing the proposed Variation;</li> <li>c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</li> <li>d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</li> <li>e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</li> </ul>
<b>"Implementation Plan"</b>	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Agency and the Client;
<b>"Indemnifier"</b>	a Party from whom an indemnity is sought under this Contract;
<b>"Independent Control"</b>	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and <b>"Independent Controller"</b> shall be construed accordingly;
<b>"Indexation"</b>	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
<b>"Information"</b>	has the meaning given under section 84 of the Freedom of Information Act 2000;
<b>"Information Commissioner"</b>	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
<b>"Initial Period"</b>	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
<b>"Insolvency Event"</b>	<p>with respect to any person, means:</p> <ul style="list-style-type: none"> <li>(a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:</li> <li>(i) (being a company or an LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</li> </ul>



	<p>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</p> <p>(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days;</p> <p>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, an LLP or a partnership:</p> <p>(i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;</p> <p>(iii) (being a company or an LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p>
<b>"Intellectual Property Rights" or "IPR"</b>	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trademarks, rights in internet</p>

	<p>domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
<b>"Invoicing Address"</b>	the address to which the Agency shall invoice the Client as specified in the Order Form;
<b>"IPR Claim"</b>	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Agency (or to which the Agency has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
<b>"IR35"</b>	the off-payroll rules requiring individuals who work through their company pay the same income tax and National Insurance contributions as an employee which can be found online at: <a href="https://www.gov.uk/guidance/ir35-find-out-if-it-applies">https://www.gov.uk/guidance/ir35-find-out-if-it-applies</a> ;
<b>"Joint Controller Agreement"</b>	the agreement (if any) entered into between the Relevant Authority and the Agency substantially in the form set out in Annex 2 of Joint Schedule 11 ( <i>Processing Data</i> );
<b>"Joint Controllers"</b>	where two or more Controllers jointly determine the purposes and means of Processing;
<b>"Key Performance Indicators" or "KPIs"</b>	the performance measurements and targets in respect of the Agency's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
<b>"Key Staff"</b>	the individuals (if any) identified as such in the Order Form;
<b>"Key Sub-Contract"</b>	each Sub-Contract with a Key Subcontractor;
<b>"Key Subcontractor"</b>	<p>any Subcontractor:</p> <ul style="list-style-type: none"> <li>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</li> <li>b) which, in the opinion of CCS or the Client performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</li> <li>c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract,</li> </ul>

	and the Agency shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;
<b>"Know-How"</b>	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
<b>"Law"</b>	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 relevant Party is bound to comply;
<b>"Letter of Appointment Template"</b>	the template in Framework Schedule 6 (Letter of Appointment Template and Call-Off Schedules);
<b>"Losses"</b>	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and <b>"Loss"</b> shall be interpreted accordingly;
<b>"Lots"</b>	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
<b>"Management Charge"</b>	the sum specified in the Framework Award Form payable by the Agency to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
<b>"Management Information" or "MI"</b>	the management information specified in Framework Schedule 5 (Management Charges and Information);
<b>"MI Default"</b>	means when two (2) MI Reports are not provided in any rolling six (6) month period
<b>"MI Failure"</b>	means when an MI report: <ul style="list-style-type: none"> <li>a) contains any material errors or material omissions or a missing mandatory field; or</li> <li>b) is submitted using an incorrect MI reporting Template; or</li> <li>c) is not submitted by the reporting date (including where a declaration of no business should have been filed);</li> </ul>
<b>"MI Report"</b>	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);

<b>"MI Reporting Template"</b>	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Agency is required to supply to the Authority;
<b>"Milestone"</b>	an event or task described in the Implementation Plan;
<b>"Milestone Date"</b>	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
<b>"Month"</b>	a calendar month and <b>"Monthly"</b> shall be interpreted accordingly;
<b>"Moral Rights"</b>	all rights described in Part I, Chapter IV of the Copyright Designs and Patents Act 1988 and any similar rights of authors anywhere in the world;
<b>"National Insurance"</b>	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
<b>"New IPR"</b>	<p>a) IPR in items created by the Agency (or by a third party on behalf of the Agency) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Agency's obligations under a Contract and all updates and amendments to the same;</p> <p>but shall not include the Agency's Existing IPR;</p>
<b>"Occasion of Tax Non-Compliance"</b>	<p>where:</p> <p>a) any Tax return of the Agency submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:</p> <p>i) a Relevant Tax Authority successfully challenging the Agency under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</p> <p>ii) the failure of an avoidance scheme which the Agency was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</p> <p>b) any Tax return of the Agency submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for Tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>

<b>"Open Book Data"</b>	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> <li>a) the Agency's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</li> <li>b) operating expenditure relating to the provision of the Deliverables including an analysis showing:               <ul style="list-style-type: none"> <li>i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;</li> <li>ii) staff costs broken down into the number and grade/role of all Agency Staff (free of any contingency) together with a list of actual hours worked from the time recording system and agreed rates against each grade;</li> <li>iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Agency Profit Margin; and</li> <li>iv) Reimbursable Expenses, if allowed under the Order Form;</li> </ul> </li> <li>c) Overheads;</li> <li>d) all interest, expenses and any other third-party financing costs incurred in relation to the provision of the Deliverables;</li> <li>e) the Agency Profit achieved over the Framework Contract Period and on an annual basis;</li> <li>f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Agency;</li> <li>g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</li> <li>h) the actual Costs profile for each Service Period;</li> </ul>
<b>"Order"</b>	means an order for the provision of the Deliverables placed by a Client with the Agency under a Contract;
<b>"Order Form"</b>	a completed Letter of Appointment Template (or equivalent information issued by the Client) used to create a Call-Off Contract;
<b>"Other Contracting Authority"</b>	any actual or potential Client under the Framework Contract;



<b>"Overhead"</b>	those amounts which are intended to recover a proportion of the Agency's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Agency Staff and accordingly included within limb (a) of the definition of "Costs";
<b>"Parliament"</b>	takes its natural meaning as interpreted by Law;
<b>"Party"</b>	in the context of the Framework Contract, CCS or the Agency, and in the in the context of a Call-Off Contract the Client or the Agency. <b>"Parties"</b> shall mean both of them where the context permits;
<b>"Personal Data"</b>	has the meaning given to it in the UK GDPR;
<b>"Personal Data Breach"</b>	has the meaning given to it in the UK GDPR;
<b>"Personnel"</b>	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
<b>"Prescribed Person"</b>	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: <a href="https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies-2/whistleblowing-list-of-prescribed-people-and-bodies">https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies-2/whistleblowing-list-of-prescribed-people-and-bodies</a> ;
<b>"Processing"</b>	has the meaning given to it in the GDPR;
<b>"Processor"</b>	has the meaning given to it in the GDPR;
<b>"Progress Meeting"</b>	a meeting between the Client Authorised Representative and the Agency Authorised Representative;
<b>"Progress Meeting Frequency"</b>	the frequency at which the Agency shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
<b>"Progress Report"</b>	a report provided by the Agency indicating the steps taken to achieve Milestones or delivery dates;
<b>"Progress Report Frequency"</b>	the frequency at which the Agency shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
<b>"Prohibited Acts"</b>	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Client or any other public body a financial or other advantage to:</p> <p>i) induce that person to perform improperly a relevant function or activity; or</p>

	<p>ii) reward that person for improper performance of a relevant function or activity;</p> <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <p>i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</p> <p>ii) under legislation or common law concerning fraudulent acts; or</p> <p>iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</p> <p>d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
<b>"Proposal"</b>	the tender submitted by the Agency in response to the Client's Brief following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Proposal);
<b>"Protective Measures"</b>	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 including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract.
<b>"Recall"</b>	a request by the Agency to return Goods to the Agency or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
<b>"Recipient Party"</b>	the Party which receives or obtains directly or indirectly Confidential Information;
<b>"Rectification Plan"</b>	<p>The Agency's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan) which shall include:</p> <p>a) full details of the Default that has occurred, including a root cause analysis;</p> <p>b) the actual or anticipated effect of the Default; and</p> <p>c) the steps which the Agency proposes to take to rectify the Default (if applicable) and to prevent such Default from</p>

	recurring, including timescales for such steps and for the rectification of the Default (where applicable);
<b>"Rectification Plan Process"</b>	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process);
<b>"Regulations"</b>	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
<b>"Reimbursable Expenses"</b>	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Client's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none"> <li>a) travel expenses incurred as a result of Agency Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and</li> <li>b) subsistence expenses incurred by Agency Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</li> </ul>
<b>"Relevant Authority"</b>	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
<b>"Relevant Authority's Confidential Information"</b>	<ul style="list-style-type: none"> <li>a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);</li> <li>b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably to be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and</li> </ul> <p>information derived from any of the above;</p>
<b>"Relevant Requirements"</b>	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
<b>"Relevant Tax Authority"</b>	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Agency is established;
<b>"Reminder Notice"</b>	a notice sent in accordance with Clause 10.5 given by the Agency to the Client providing notification that payment has not been received on time;



<b>"Replacement Deliverables"</b>	any deliverables which are substantially similar to any of the Deliverables and which the Client receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Client internally and/or by any third party;
<b>"Replacement Subcontractor"</b>	a Subcontractor of the Replacement Agency to whom Transferring Agency Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
<b>"Replacement Agency"</b>	any third-party provider of Replacement Deliverables appointed by or at the direction of the Client from time to time or where the Client is providing Replacement Deliverables for its own account, shall also include the Client;
<b>"Request For Information"</b>	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
<b>"Required Insurances"</b>	the insurances required by Joint Schedule 3 (Insurance Requirements), or any additional insurances specified in the Order Form;
<b>"Satisfaction Certificate"</b>	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Agency has met all of the requirements of an Order, Achieved a Milestone or a Test;
<b>"Security Management Plan"</b>	the Agency's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
<b>"Security Policy"</b>	the Client's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Agency) , as updated from time to time and notified to the Agency;
<b>"Self-Audit Certificate"</b>	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
<b>"Serious Fraud Office"</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>"Service Levels"</b>	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
<b>"Service Period"</b>	has the meaning given to it in the Order Form;

<b>"Services"</b>	services made available by the Agency as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
<b>"Service Transfer"</b>	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Agency or any Subcontractor to a Replacement Agency or a Replacement Subcontractor;
<b>"Service Transfer Date"</b>	the date of a Service Transfer;
<b>"Sites"</b>	any premises (including the Buyer Premises, the Agency's premises or third-party premises) from, to or at which: <ul style="list-style-type: none"> <li>a) the Deliverables are (or are to be) provided; or</li> <li>b) the Agency manages, organises or otherwise directs the provision or the use of the Deliverables;</li> </ul>
<b>"SME"</b>	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 enterprises;
<b>"Special Terms"</b>	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
<b>"Specific Change in Law"</b>	a Change in Law that relates specifically to the business of the Client and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
<b>"Specification"</b>	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
<b>"Standards"</b>	any: <ul style="list-style-type: none"> <li>a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Agency would reasonably and ordinarily be expected to comply with;</li> <li>b) standards detailed in the specification in Schedule 1 (Specification);</li> <li>c) standards detailed by the Client in the Order Form or agreed between the Parties from time to time;</li> <li>d) relevant Government codes of practice and guidance applicable from time to time;</li> </ul>

<b>"Start Date"</b>	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
<b>"Statement of Work"</b>	a supplemental Order under a Call-Off Contract to refine the Deliverables needed to complete the Brief;
<b>"Storage Media"</b>	the part of any device that is capable of storing and retrieving data;
<b>"Sub-Contract"</b>	any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party: <ul style="list-style-type: none"> <li>a) provides the Deliverables (or any part of them);</li> <li>b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or</li> <li>c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</li> </ul>
<b>"Subcontractor"</b>	any person other than the Agency, who is a party to a Sub-Contract and the servants or agents of that person;
<b>"Subprocessor"</b>	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
<b>"Supplier"</b>	means the Agency;
<b>"Supplier Assets"</b>	all assets and rights used by the Agency to provide the Deliverables in accordance with the Call-Off Contract but excluding the Client Assets;
<b>"Supplier Authorised Representative"</b>	the representative appointed by the Agency named in the Framework Award Form, or later defined in a Call-Off Contract;
<b>"Supplier's Confidential Information"</b>	<ul style="list-style-type: none"> <li>c) any information, however, it is conveyed, that relates to the business, affairs, developments, IPR of the Agency (including the Agency Existing IPR) trade secrets, Know-How, and/or personnel of the Agency;</li> <li>d) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Agency's attention or into the Agency's possession in connection with a Contract;</li> <li>e) Information derived from any of (a) and (b) above;</li> </ul>
<b>"Supplier's Contract Manager"</b>	the person identified in the Order Form appointed by the Agency to oversee the operation of the Call-Off Contract and any alternative person whom the Agency intends to appoint to the role, provided that the Agency informs the Buyer prior to the appointment;
<b>"Supplier Equipment"</b>	the Agency's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and

	used by the Agency (but not hired, leased or loaned from the Client) in the performance of its obligations under this Call-Off Contract;
<b>"Supplier Marketing Contact"</b>	shall be the person identified in the Framework Award Form;
<b>"Supplier Non-Performance"</b>	where the Agency has failed to: <ul style="list-style-type: none"> <li>c) Achieve a Milestone by its Milestone Date;</li> <li>d) provide the Goods and/or Services in accordance with the Service Levels; and/or</li> <li>e) comply with an obligation under a Contract;</li> </ul>
<b>"Supplier Profit"</b>	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
<b>"Supplier Profit Margin"</b>	in relation to a period or a Milestone (as the context requires), the Agency Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
<b>"Supplier Staff"</b>	all directors, officers, employees, agents, consultants and contractors of the Agency and/or of any Subcontractor engaged in the performance of the Agency's obligations under a Contract;
<b>"Supporting Documentation"</b>	sufficient information in writing to enable the Client to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
<b>"Tax"</b>	<ul style="list-style-type: none"> <li>a) all forms of taxation whether direct or indirect;</li> <li>b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;</li> <li>c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and</li> <li>d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above,</li> </ul> in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;
<b>"Termination Notice"</b>	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
<b>"Territory"</b>	The United Kingdom, unless specified otherwise in the applicable Statement of Work. Publication and marketing on globally

	accessible mediums such as the internet shall not mean that the Territory is deemed to be worldwide
<b>"Test Issue"</b>	any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;
<b>"Test Plan"</b>	a plan: a) for the Testing of the Deliverables; and b) setting out other agreed criteria related to the achievement of Milestones;
<b>"Tests"</b>	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and <b>"Tested"</b> and <b>"Testing"</b> shall be construed accordingly;
<b>"Third Party IPR"</b>	Intellectual Property Rights owned by a third party which is or will be used by the Agency for the purpose of providing the Deliverables;
<b>"Transferring Supplier Employees"</b>	those employees of the Agency and/or the Agency's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
<b>"Transparency Information"</b>	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
<b>"Transparency Reports"</b>	the information relating to the Deliverables and performance of the Contracts which the Agency is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
<b>"UK GDPR"</b>	the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);
<b>"Variation"</b>	any change to a Contract;
<b>"Variation Form"</b>	the form set out in Joint Schedule 2 (Variation Form);
<b>"Variation Procedure"</b>	the procedure set out in Clause 24 (Changing the contract);
<b>"VAT"</b>	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
<b>"VCSE"</b>	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
<b>"Worker"</b>	any one of the Agency Staff which the Client, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees)

	( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Deliverables;
<b>"Working Day"</b>	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form;
<b>"Workday"</b>	8.0 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and
<b>"Work Hours"</b>	the hours spent by the Agency Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Agency's offices, or to and from the Sites) but excluding lunch breaks.



## Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details		
This variation is between:		
Contract name:		
Contract reference number:		
Details of Proposed Variation		
Variation initiated by:		
Variation number:		
Date variation is raised:		
Proposed variation		
Reason for the variation:		
An Impact Assessment shall be provided within:		
Impact of Variation		
Likely impact of the proposed variation:		
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows:	
Financial variation:	Original Contract Value:	
	Additional cost due to variation:	
	New Contract value:	

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by UKSA
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the **Supplier**.

Signature

Date

Name (in  
Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of **UKSA**.

Signature

Date

Name (in  
Capitals)

Address



## Joint Schedule 3 (Insurance Requirements)

### 7. THE INSURANCE YOU NEED TO HAVE

- 7.1 The Agency shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Agency shall ensure that each of the Insurances is effective no later than:
- 7.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
  - 7.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.
- 7.2 The Insurances shall be:
- 7.2.1 maintained in accordance with Good Industry Practice;
  - 7.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
  - 7.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
  - 7.2.4 maintained for at least six (6) years after the End Date.
- 7.3 The Agency shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third-party property damage arising out of or in connection with the Deliverables and for which the Agency is legally liable.

### 8. HOW TO MANAGE THE INSURANCE

- 8.1 Without limiting the other provisions of this Contract, the Agency shall:
- 8.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
  - 8.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Agency is or becomes aware; and
  - 8.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

### 9. WHAT HAPPENS IF YOU AREN'T INSURED

- 9.1 The Agency shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which

would entitle any insurer to refuse to pay any claim under any of the Insurances.

- 9.2 Where the Agency has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Agency to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Agency.

#### **10. EVIDENCE OF INSURANCE YOU MUST PROVIDE**

- 10.1 The Agency shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

#### **11. MAKING SURE YOU ARE INSURED TO THE REQUIRED AMOUNT**

- 11.1 The Agency shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Agency shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

#### **12. CANCELLED INSURANCE**

- 12.1 The Agency shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 12.2 The Agency shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Agency shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

#### **13. INSURANCE CLAIMS**

- 13.1 The Agency shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Agency shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 13.2 Except where the Relevant Authority is the claimant party, the Agency shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to

Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.

- 13.3 Where any Insurance requires payment of a premium, the Agency shall be liable for and shall promptly pay such premium.
- 13.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Agency shall be liable for such excess or deductible. The Agency shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

**ANNEX: REQUIRED INSURANCES**

The Agency shall hold the following standard insurance cover from the Framework Start Date in accordance with this Schedule:

1. professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000);
2. public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than two million pounds (£2,000,000); and
3. employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than with a minimum limit of indemnity as required by Law.