



Department
for Environment
Food & Rural Affairs

www.gov.uk/defra

Contract for the Provision of Veterinary and Paraprofessional Training, Authorisation and Assurance Services

June 2020

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procurement@defra.gsi.gov.uk

SECTION 1

FORM OF CONTRACT

PARTIES:

- (1) THE SECRETARY OF STATE FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS of Nobel House, 17 Smith Square, London, SW1P 3JR (the “**Authority**”);

AND

- (2) Improve International Limited (registered in England and Wales under number 03568194) whose registered office is Alexandra House, Whittingham Drive, Wroughton, Swindon, Wiltshire, SN4 0QJ (the “**Contractor**”)

(each a “**Party**” and together the “**Parties**”).

WHEREAS

Following a competitive tender process, the Authority wishes to appoint the Contractor to provide certain services and the Contractor agrees to provide those services in accordance with these terms and conditions.

NOW IT IS HEREBY AGREED as follows:

1. TERMS OF CONTRACT

- 1.1 The “**Contract**” comprises the following:

Section 1:	Form of Contract
Section 2:	Terms and Conditions
Schedule 1:	Specification
Schedule 2:	Prices
Schedule 3:	Performance Management
Schedule 4:	Governance and Contract Management
Schedule 5:	Continuous Improvement
Schedule 6:	Contract Implementation Period – Start of Contract
Schedule 7:	Contract Implementation Period – End of Contract
Schedule 8:	Communication Routes for Queries/Appeals
Schedule 9:	Change Control
Schedule 10:	Commercially Sensitive Information
Schedule 11:	Processing, Personal Data and Data Subjects
Schedule 12:	Contractor and Third Party Software
Schedule 13:	Security Requirements, Policy and Plan
Schedule 14:	Business Continuity and Contingency Plan
Schedule 15:	Contractor’s Tender Response
Annex 1:	OCQ(V) – ES Essential Skills
Annex 2:	OCQ(V) – SS Statutory Surveillance – Endemic diseases other than bTB (Anthrax, Bovine Brucellosis and Sheep Scab)
Annex 3:	OCQ(V) – TT TB Testing of Cattle and Other Species
Annex 4:	OCQ(V) – Cymorth TB
Annex 5:	OCQ(V) – EX, General Principles of International Trade, Export Procedures and Certification

Annex 6:	OCQ(V) – SX Export of Commercially Traded Small Animals and Small Pet Animals (Non-Commercial)
Annex 7:	OCQ(V) – UX Exports of Ungulates Including Equidae
Annex 8:	OCQ(V) – EQ Exports of Equidae
Annex 9:	OCQ(V) – AX Export of Poultry Including Poultry Health Scheme and Captive Birds Which Are Not Pets
Annex 10:	OCQ(V) – PX, Exports of Products of Animal Origin Including Food for Human Consumption and Animal By-Products
Annex 11:	OCQ(V) – GX – Exports of Germplasm Including Supervision of AI Centres
Annex 12:	OCQ(V) – CA Exports of Companion Animals for Companion Animal Vets
Annex 13:	VPHB (Veterinary Public Health: The Basics of State Veterinary Medicine)
Annex 14:	OCQ(AHP) – ATT TB Testing of Cattle
Annex 15:	OCQ(AHP)CSO Animal Health Paraprofessional - Certification Support Officer
Annex 16:	Revalidation – OCQ(V) and OCQ(AHP)
Annex 17:	General Export Syllabus Section
Annex 18:	Common Glossary

- 1.2 Execution of the Contract is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000. The Contract is formed on the date on which both Parties communicate acceptance of its terms on the Authority’s electronic contract management system (“**Bravo**”).
- 1.3 The Contract starts on 01 July 2020 (the “**Commencement Date**”) and ends on 30 June 2025 (the “**End Date**”) unless it is terminated early or extended in accordance with the Contract.
- 1.4 The Authority may extend the term of the Contract in twelve (12) month increments by up to a maximum of three (3) years (“**Extension**”). The terms of the Contract will apply throughout the period of any Extension.
- 1.5 If there is any conflict between Schedule 1 (Specification) and Schedule 15 (Contractor’s Tender Response), the conflict shall be resolved according to the following order of priority:
 - 1.5.1 Schedule 1 (Specification); and
 - 1.5.2 Schedule 15 (Contractor’s Tender Response).

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SECTION 2

TERMS AND CONDITIONS

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A GENERAL PROVISIONS

A1 Definitions and Interpretation

Unless the context otherwise requires the following terms shall have the meanings given to them below:

“**Affected Party**” means the Party seeking to claim relief in respect of a Force Majeure Event.

“**Affiliate**” means 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 with, that body corporate from time to time.

“**Approval**” and “**Approved**” means the prior written consent of the Authority.

“**Authorised Representative**” means the Authority representative named in the CCN as authorised to approve agreed Variations.

“**Authority Data**” means:

- (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the Contractor by or on behalf of the Authority; or (ii) which the Contractor is required to generate, process, store or transmit pursuant to the Contract; or
- (b) any Personal Data for which the Authority is the Controller.

“**Authority Premises**” means any premises owned, occupied or controlled by the Authority or any other Crown Body which are made available for use by the Contractor or its Sub-Contractors for provision of the Services.

“**Authority Software**” means software which is owned by or licensed to the Authority (other than under or pursuant to the Contract) and which is or will be used by the Contractor for the purposes of providing the Services.

“Authority System” means the Authority’s computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or the Contractor in connection with the Contract which is owned by or licensed to the Authority by a third party and which interfaces with the Contractor System or which is necessary for the Authority to receive the Services.

“BPSS” means the HMG Baseline Personnel Security Standard for Government employees.

“Bravo” has the meaning given in paragraph 1.2 of the Form of Contract.

“Business Continuity and Contingency Plan” means the information set out in Schedule 14 that describes the measures that will be taken to ensure that the Service can continue to be delivered in the event of an emergency or major and/or prolonged interruption to function and/or supply of key resources and/or infrastructure.

“CCN” means a change control notice in the form set out in Schedule 9.

“Commencement Date” means the date set out in paragraph 1.3 of the Form of Contract.

“Commercially Sensitive Information” means the information listed in Schedule 10 comprising the information of a commercially sensitive nature relating to:

- (a) the Price;
- (b) details of the Contractor’s Intellectual Property Rights; and
- (c) the Contractor’s business and investment plans

which the Contractor has indicated to the Authority that, if disclosed by the Authority, would cause the Contractor significant commercial disadvantage or material financial loss.

“Confidential Information” means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of either Party and all Personal Data. Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure otherwise than by breach of clause E4;
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

“Contract” has the meaning given in paragraph 1.1 of the Form of Contract.

“Contract Period” means the period from the Commencement Date to:

- (a) the End Date; or
- (b) following an Extension, the end date of the Extension

or such earlier date of termination or partial termination of the Contract in accordance with the Law or the Contract.

“Contracting Authority” means any contracting authority (other than the Authority) as defined in regulation 4 of the Regulations.

“Contractor Software” means software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services and which is set out in Schedule 12.

“Contractor System” means the information and communications technology system used by the Contractor in performing the Services including the Software, the Contractor Equipment and related cabling (but excluding the Authority System).

“Control” means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and **“Controls”** and **“Controlled”** shall be interpreted accordingly.

“Controller” has the meaning given in the GDPR.

“Copyright” means as it is defined in s.1 of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

“Crown” means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments, government offices and government agencies and **“Crown Body”** is an emanation of the foregoing.

“Data Loss Event” means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.

“Data Protection Impact Assessment” means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

“Data Protection Legislation” means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy.

“Data Protection Officer” has the meaning given in the GDPR.

“Data Subject” has the meaning given in the GDPR.

“Data Subject Request” means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

“Database Rights” means as rights in databases are defined in s.3A of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

“Default” means any breach of the obligations of the relevant Party (including abandonment of the Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party or the Staff in connection with the subject-matter of the Contract and in respect of which such Party is liable to the other.

“DOTAS” means the Disclosure of Tax Avoidance Schemes rules which require a promotor 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 and as extended to NICs by the National Insurance (Application of Part 7 of the Finance Act 2004) regulations 2012, SI 2012/1868 made under section 132A of the Social Security Administration Act 1992.

“DPA 2018” means the Data Protection Act 2018.

“EIR” means the Environmental Information Regulations 2004 (SI 2004/3391) and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

“End Date” means the date set out in paragraph 1.3 of the Form of Contract.

“Equipment” means the Contractor’s equipment, consumables, plant, materials and such other items supplied and used by the Contractor in the delivery of the Services.

“Extension” has the meaning given in paragraph 1.4 of the Form of Contract.

“FOIA” means 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.

“Force Majeure Event” means 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 acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, for flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Contractor or the Staff or any other failure in the Contractor’s supply chain unless such failure is itself caused by a Force Majeure Event.

“Form of Contract” means Section 1 of the Contract.

“GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679).

“General Anti-Abuse Rule” means:

- (a) the legislation in Part 5 of the Finance Act 2013; and
- (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid NICs;

“Good Industry Practice” means standards, practices, methods and procedures conforming to the Law and 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 in a similar type of undertaking under the same or similar circumstances.

“Halifax Abuse Principle” means the principle explained in the CJEU Case C-255/02 Halifax and others.

“HMRC” means HM Revenue & Customs.

“ICT Environment” means the Authority System and the Contractor System.

“**Information**” has the meaning given under section 84 of the FOIA.

“**Initial Contract Period**” means the period from the Commencement Date to the End Date.

“**Intellectual Property Rights**” means patents, utility models, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, plant variety rights, Know-How, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

“**ITEPA**” means the Income Tax (Earnings and Pensions) Act 2003.

“**Key Personnel**” mean those persons named in the Specification as key personnel.

“**Know-How**” means all information not in the public domain held in any form (including without limitation that comprised in or derived from drawings, data formulae, patterns, specifications, notes, samples, chemical compounds, biological materials, computer software, component lists, instructions, manuals, brochures, catalogues and process descriptions and scientific approaches and methods).

“**Law**” means any law, statute, 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 of any Regulatory Body with which the relevant Party is bound to comply.

“**LED**” means Law Enforcement Directive (Directive (EU) 2016/680).

“**Malicious Software**” means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.

“**Material Breach**” means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Authority would otherwise derive from:

- (a) a substantial portion of the Contract; or
- (b) any of the obligations set out in clauses A6, D1, E1, E2, E3, E4, E7, E8 or E10.

“**Month**” means calendar month.

“**NICs**” means National Insurance Contributions.

“**Occasion of Tax Non-Compliance**” means:

- (a) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:
 - i) a Relevant Tax Authority successfully challenging the Contractor under the General Anti-Abuse Rule or the Halifax Abuse principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
 - ii) the failure of an avoidance scheme which the Contractor was involved in, and which was, or should have been, notified to the Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or

- (b) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 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 Commencement Date or to a civil penalty for fraud or evasion.

“**Personal Data**” has the meaning given in the GDPR.

“**Personal Data Breach**” has the meaning given in the GDPR.

“**Premises**” means the location where the Services are to be supplied as set out in the Specification.

“**Price**” means the price (excluding any applicable VAT) payable to the Contractor by the Authority under the Contract, as set out in Schedule 2 for the full and proper performance by the Contractor of its obligations under the Contract.

“**Processor**” has the meaning given in the GDPR.

“**Prohibited Act**” means:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:
 - i) induce that person to perform improperly a relevant function or activity; or
 - ii) reward that person for improper performance of a relevant function or activity;
- (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 the Contract;
- (c) an offence:
 - i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act;
 - ii) under legislation or common law concerning fraudulent acts; or
 - iii) the defrauding, attempting to defraud or conspiring to defraud the Authority;
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct has been carried out in the UK.

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

“**Property**” means the property, other than real property, issued or made available to the Contractor by the Authority in connection with the Contract.

“**Purchase Order**” means the document in which the Authority specifies the Services which are to be supplied by the Contractor under the Contract.

“Quality Standards” means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardization or other reputable or equivalent body (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Contractor would reasonably and ordinarily be expected to comply with, and as may be further detailed in Schedule 1.

“Receipt” means the physical or electronic arrival of the invoice at the address specified in clause A4.4 or at any other address given by the Authority to the Contractor for the submission of invoices from time to time.

“Regulations” means the Concession Contract Regulations 2016 (SI 2015/273).

“Regulatory Body” means a government department and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Authority.

“Relevant Conviction” means a conviction that is relevant to the nature of the Services or as listed by the Authority and/or relevant to the work of the Authority.

“Relevant Requirements” means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

“Relevant Tax Authority” means HMRC or, if applicable, a tax authority in the jurisdiction in which the Contractor is established.

“Replacement Supplier” means any third party supplier appointed by the Authority to supply any services which are substantially similar to any of the Services in substitution for any of the Services following the expiry, termination or partial termination of the Contract.

“Request for Information” means a request for information under the FOIA or the EIR.

“Results” means any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which is:

- a) prepared by or for the Contractor for use in relation to the performance of its obligations under the Contract; or
- b) the result of any work done by the Contractor, the Staff or any Sub-Contractor in relation to the provision of the Services.

“Returning Employees” means those persons agreed by the Parties to be employed by the Contractor (and/or any Sub-Contractor) wholly or mainly in the supply of the Services immediately before the end of the Contract Period.

“Security Policy Framework” means the HMG Security Policy Framework (available from the Cabinet Office’s Government Security Secretariat) as updated from time to time.

“Services” means the services set out in Schedule 1 including any modified services or any alternative means of providing the Services.

“Specification” means the description of the Services to be supplied under the Contract as set out in Schedule 1 including, where appropriate, the Key Personnel, the Premises and the Quality Standards.

“**SSCBA**” means the Social Security Contributions and Benefits Act 1992.

“**Staff**” means all persons employed by the Contractor to perform its obligations under the Contract together with the Contractor’s servants, agents, suppliers and Sub-Contractors used in the performance of its obligations under the Contract.

“Strategic Review Meeting” means the annual review by the Authority of the Contractor’s performance, as set out in Schedule 4, table 1 and clause F2.

“**Sub-Contract**” means a contract between 2 or more suppliers, at any stage of remoteness from the Authority in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract and “**Sub-Contractor**” shall be construed accordingly.

“**Sub-processor**” means any third party appointed to process Personal Data on behalf of the Contractor related to this Contract.

“**Tender**” means the document submitted by the Contractor to the Authority in response to the Authority’s invitation to suppliers for formal offers to supply the Services and Concession. A copy of the Tender is included in Schedule 15.

“**TFEU**” means the Treaty on the Functioning of the European Union.

“**Third Party IP Claim**” has the meaning given to it in clause E8.7 (Intellectual Property Rights).

“**Third Party Software**” means software which is proprietary to any third party which is or will be used by the Contractor to provide the Services including the software and which is specified as such in Schedule 12.

“**Treaties**” means the Treaty on European Union and the TFEU.

“**TUPE**” means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

“**TUPE Information**” means the information set out in clause B17.1.

“**Valid Invoice**” means an invoice containing the information set out in clause C2.5.

“**Variation**” means a variation to the Specification, the Price or any of the terms or conditions of the Contract.

“**VAT**” means value added tax charged or regulated in accordance with the provisions of the Value Added Tax Act 1994.

“**Working Day**” means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

In the Contract, unless the context implies otherwise:

- (a) the singular includes the plural and vice versa;
- (b) words importing the masculine include the feminine and the neuter;
- (c) reference to a clause is a reference to the whole of that clause unless stated otherwise;

- (d) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or central Government body;
- (e) the words “other”, “in particular”, “for example”, “including” 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”;
- (f) headings are included for ease of reference only and shall not affect the interpretation or construction of the Contract;
- (g) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time; and
- (h) references to the Contract are references to the Contract as amended from time to time.

A2 The Authority’s Obligations

A2.1 Save as otherwise expressly provided, the obligations of the Authority under the Contract are obligations of the Authority in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Authority in any other capacity, and the exercise by the Authority of its duties and powers in any other capacity shall not lead to any liability (howsoever arising) on the part of the Authority to the Contractor.

A3 Contractor’s Status

A3.1 The Contractor shall be an independent contractor and concessionaire and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

A3.2 The Contractor shall not (and shall ensure that any other person engaged in relation to the Contract shall not) say or do anything that might lead any other person to believe that the Contractor is acting as the agent or employee of the Authority.

A4 Notices and Communications

A4.1 Subject to clause A4.3, where the Contract states that a notice or communication between the Parties must be “written” or “in writing” it is not valid unless it is made by letter (sent by hand, first class post, recorded delivery or special delivery) or by email or by communication via Bravo.

A4.2 If it is not returned as undelivered a notice served:

- (a) in a letter is deemed to have been received 2 Working Days after the day it was sent; and
- (b) in an email is deemed to have been received 4 hours after the time it was sent provided it was sent on a Working Day

or when the other Party acknowledges receipt, whichever is the earlier.

A4.3 Notices pursuant to clauses G3 (Force Majeure), I2 (Dispute Resolution) or to terminate the Contract or any part of the Services are valid only if served in a letter by hand, recorded delivery or special delivery.

A4.4 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under the Contract:

(a) For the Authority:

Contact Name: [REDACTED]

Address: APHA, Worcestershire County Hall, Spetchley Road, Worcester, WR5 2NP; and

Email: [REDACTED]

(b) For the Contractor:

Contact Name: [REDACTED]

Address: Alexandra House, Whittingham Drive, Wroughton, Swindon, Wiltshire, SN4 0QJ; and

Email: [REDACTED]

A5 Mistakes in Information

A5.1 The Contractor is responsible for the accuracy of all drawings, documentation and information supplied to the Authority by the Contractor in connection with the Services and shall pay the Authority any extra costs occasioned by any discrepancies, errors or omissions therein.

A6 Conflicts of Interest

A6.1 The Contractor shall take appropriate steps to ensure that neither the Contractor nor any Staff is placed in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Authority under the provisions of the Contract. The Contractor will notify the Authority without delay giving full particulars of any such conflict of interest which may arise.

A6.2 The Authority may terminate the Contract immediately by notice and/or take or require the Contractor to take such other steps it deems necessary if, in the Authority's reasonable opinion, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Authority under the provisions of the Contract. The actions of the Authority pursuant to this clause A6 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

B. THE SERVICES

B1 Specification

B1.1 In consideration of the Contractor supplying the Services and Concession the Contractor shall be paid the Price.

B2 Provision and Removal of Equipment

- B2.1 The Contractor shall provide all the Equipment and resource necessary for the supply of the Services.
- B2.2 The Contractor shall not deliver any Equipment to nor begin any work on the Premises without obtaining Approval.
- B2.3 All Equipment brought onto the Premises shall be at the Contractor's own risk and the Authority shall have no liability for any loss of or damage to any Equipment unless the Contractor is able to demonstrate that such loss or damage was caused or contributed to by the Authority's Default. The Contractor shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at its sole cost.
- B2.4 Unless otherwise agreed, Equipment brought onto the Premises will remain the property of the Contractor.
- B2.5 If the cost of any Equipment is reimbursed to the Contractor such Equipment shall be the property of the Authority and shall on request be delivered to the Authority as directed by the Authority. The Contractor will keep a full and accurate inventory of such Equipment and will deliver that inventory to the Authority on request and on completion of the Services.
- B2.6 The Contractor shall maintain all Equipment in a safe, serviceable and clean condition.
- B2.7 The Contractor shall, at the Authority's written request, at its own expense and as soon as reasonably practicable:
- (a) remove immediately from the Premises Equipment which is, in the Authority's opinion, hazardous, noxious or not supplied in accordance with the Contract; and
 - (b) replace such item with a suitable substitute item of Equipment.
- B2.8 Within 20 Working Days following the end of the Contract Period, the Contractor shall remove the Equipment together with any other materials used by the Contractor to supply the Services and shall leave the Premises in a clean, safe and tidy condition. The Contractor shall make good any damage to those Premises and any fixtures and fitting in the Premises which is caused by the Contractor or Staff.

B3 Delivery

- B3.1 The Contractor shall at all times comply with the Quality Standards and, where applicable, shall maintain accreditation with the relevant Quality Standards authorisation body. To the extent that the standard of the Service has not been specified in the Contract, the Contractor shall agree the relevant standard of the Services with the Authority prior to the supply of the Services and, in any event, the Contractor shall perform its obligations under the Contract in accordance with the Law and Good Industry Practice.
- B3.2 The Contractor shall ensure that all Staff supplying the Services do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services. The Contractor shall ensure that those Staff are properly managed and supervised.
- B3.3 If the Specification includes installation of equipment the Contractor shall notify the Authority in writing when it has completed installation. Following receipt of such notice, the Authority shall inspect the installation and shall, by giving notice to the Contractor:

- (a) accept the installation; or
- (b) reject the installation and inform the Contractor why, in the Authority's reasonable opinion, the installation does not satisfy the Specification.

B3.4 If the Authority rejects the installation pursuant to clause B3.3(b), the Contractor shall immediately rectify or remedy any defects and if, in the Authority's reasonable opinion, the installation does not, within 2 Working Days or such other period agreed by the Parties, satisfy the Specification, the Authority may terminate the Contract with immediate effect by notice.

B3.5 The installation shall be complete when the Contractor receives a notice issued by the Authority in accordance with clause B3.3(a). Notwithstanding acceptance of any installation in accordance with clause B3.3(a), the Contractor shall remain solely responsible for ensuring that the Services and the installation conform to the Specification. No rights of estoppel or waiver shall arise as a result of the acceptance by the Authority of the installation.

B3.6 During the Contract Period, the Contractor shall:

- (a) at all times have all licences, approvals and consents necessary to enable the Contractor and Staff to carry out the installation;
- (b) provide all tools and equipment (or procure the provision of all tools and equipment) necessary for completion of the installation; and
- (c) not, in delivering the Services, in any manner endanger the safety or convenience of the public.

B4 Key Personnel

B4.1 The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services.

B4.2 The Key Personnel shall not be released from supplying the Services without the agreement of the Authority, except by reason of long-term sickness, maternity leave, paternity leave or termination of employment or other similar extenuating circumstances.

B4.3 Any replacements to the Key Personnel shall be subject to Approval. Such replacements shall be of at least equal status, experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

B4.4 The Authority shall not unreasonably withhold its agreement under clauses B4.2 or B4.3. Such agreement shall be conditional on appropriate arrangements being made by the Contractor to minimise any adverse effect on the Services which could be caused by a change in Key Personnel.

B4.5 The Authority may, by notice to the Contractor, ask it to remove any Staff whose presence is, in the Authority's reasonable opinion, undesirable. The Contractor shall comply with any such request immediately.

B5 Contractor's Staff

B5.1 The Authority may, by notice to the Contractor, refuse to admit onto, or withdraw permission to remain on, the Authority's Premises:

- (a) any member of the Staff; or

(b) any person employed or engaged by any member of the Staff,

whose admission or continued presence would, in the Authority's reasonable opinion, be undesirable.

B5.2 At the Authority's written request, the Contractor shall provide a list of the names and addresses of all persons who may require admission in to the Authority's Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Authority may reasonably request.

B5.3 The decision of the Authority as to whether any person is to be refused access to the Authority's Premises and as to whether the Contractor has failed to comply with clause B5.2 shall be final.

B5.4 The Contractor shall ensure that all Staff who have access to the Authority's Premises, the Authority System or the Authority Data have been cleared in accordance with the BPSS, or to an equivalent standard.

B6 Inspection of Premises

B6.1 Save as the Authority may otherwise direct, the Contractor is deemed to have inspected the Premises before submitting its Tender and to have complete due diligence in relation to all matters connected with the performance of its obligations under the Contract.

B7 Licence to Occupy Premises

B7.1 Any land or Premises made available from time to time to the Contractor by the Authority in connection with the Contract shall be on a non-exclusive licence basis free of charge and shall be used by the Contractor solely for the purpose of performing its obligations under the Contract. The Contractor shall have the use of such land or Premises as licensee and shall vacate the same on termination of the Contract.

B7.2 The Contractor shall limit access to the land or Premises to such Staff as is necessary for it to perform its obligations under the Contract and the Contractor shall co-operate (and ensure that its Staff co-operate) with such other persons working concurrently on such land or Premises as the Authority may reasonably request.

B7.3 Should the Contractor require modifications to the Authority's Premises, such modifications shall be subject to Approval and shall be carried out by the Authority at the Contractor's expense. The Authority shall undertake approved modification work without undue delay.

B7.4 The Contractor shall (and shall ensure that any Staff on the Authority's Premises shall) observe and comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when on the Authority's Premises as determined by the Authority.

B7.5 The Contract does not create a tenancy of any nature whatsoever in favour of the Contractor or its Staff and no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the Authority retains the right at any time to use the Premises owned or occupied by it in any manner it sees fit.

B8 Property

B8.1 All Property is and shall remain the property of the Authority and the Contractor irrevocably licenses the Authority and its agents to enter any Premises of the Contractor

during normal business hours on reasonable notice to recover any such Property. The Contractor shall not in any circumstances have a lien or any other interest on the Property and the Contractor shall at all times possess the Property as fiduciary agent and bailee of the Authority. The Contractor shall take all reasonable steps to ensure that the title of the Authority to the Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and other appropriate persons and shall, at the Authority's request, store the Property separately and ensure that it is clearly identifiable as belonging to the Authority.

- B8.2 The Property shall be deemed to be in good condition when received by or on behalf of the Contractor unless the Contractor notifies the Authority otherwise within 5 Working Days of receipt.
- B8.3 The Contractor shall maintain the Property in good order and condition (excluding fair wear and tear), and shall use the Property solely in connection with the Contract and for no other purpose without Approval.
- B8.4 The Contractor shall ensure the security of all the Property whilst in its possession, either on the Premises or elsewhere during the supply of the Services, in accordance with the Authority's reasonable security requirements as required from time to time.
- B8.5 The Contractor shall be liable for all loss of or damage to the Property, unless such loss or damage was caused by the Authority's negligence. The Contractor shall inform the Authority immediately of becoming aware of any defects appearing in, or losses or damage occurring to, the Property.

B9 Offers of Employment

- B9.1 Except in respect of any transfer of Staff under TUPE, for the Contract Period and for 12 Months thereafter the Contractor shall not employ or offer employment to any of the Authority's staff who have been associated with the Services and/or the Contract without Approval.

B10 Employment Provisions

- B10.1 Not later than 12 Months prior to the end of the Contract Period, the Contractor shall fully and accurately disclose to the Authority all information that the Authority may reasonably request in relation to the Staff including the following:
- (a) the total number of Staff whose employment/engagement shall terminate at the end of the Contract Period, save for any operation of Law;
 - (b) the age, gender, salary or other remuneration, future pay settlements and redundancy and pensions entitlement of the Staff referred to in clause B10.1 (a);
 - (c) the terms and conditions of employment/engagement of the Staff referred to in clause B10.1 (a), their job titles and qualifications;
 - (d) details of any current disciplinary or grievance proceedings ongoing or circumstances likely to give rise to such proceedings and details of any claims current or threatened; and
 - (e) details of all collective agreements with a brief summary of the current state of negotiations with any such bodies and with details of any current industrial disputes and claims for recognition by any trade union.

- B10.2 At intervals determined by the Authority (which shall not be more frequent than once every 30 days) the Contractor shall give the Authority updated TUPE Information.
- B10.3 Each time the Contractor supplies TUPE Information to the Authority it shall warrant its completeness and accuracy and the Authority may assign the benefit of this warranty to any Replacement Supplier.
- B10.4 The Authority may use TUPE Information it receives from the Contractor for the purposes of TUPE and/or any retendering process in order to ensure an effective handover of all work in progress at the end of the Contract Period. The Contractor shall provide the Replacement Supplier with such assistance as it shall reasonably request.
- B10.5 If TUPE applies to the transfer of the Services on termination of the Contract, the Contractor shall indemnify and keep indemnified the Authority, the Crown and any Replacement Supplier against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority or the Crown or any Replacement Supplier may suffer or incur as a result of or in connection with:
- (a) the provision of TUPE Information;
 - (b) any claim or demand by any Returning Employee (whether in contract, tort, under statute, pursuant to EU Law or otherwise) in each case arising directly or indirectly from any act, fault or omission of the Contractor or any Sub-Contractor in respect of any Returning Employee on or before the end of the Contract Period;
 - (c) any failure by the Contractor or any Sub-Contractor to comply with its obligations under regulations 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE save where such failure arises from the failure of the Authority or a Replacement Supplier to comply with its duties under regulation 13 of TUPE;
 - (d) any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing any Returning Employees arising from or connected with any failure by the Contractor or any Sub-Contractor to comply with any legal obligation to such trade union, body or person; and
 - (e) any claim by any person who is transferred by the Contractor to the Authority and/or a Replacement Supplier whose name is not included in the list of Returning Employees.
- B10.6 If the Contractor becomes aware that TUPE Information it provided has become inaccurate or misleading, it shall notify the Authority and provide the Authority with up to date TUPE Information.
- B10.7 This clause B10 applies during the Contract Period and indefinitely thereafter.
- B10.8 The Contractor undertakes to the Authority that, during the 12 Months prior to the end of the Contract Period the Contractor shall not (and shall procure that any Sub-Contractor shall not) without Approval (such Approval not to be unreasonably withheld or delayed):
- (a) amend or vary (or purport to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay) of any Staff (other than where such amendment or variation has previously been agreed between the Contractor and the Staff in the normal course of business and where any such amendment or variation is not in any way related to the transfer of the Services);

- (b) terminate or give notice to terminate the employment or engagement of any Staff (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);
- (c) transfer away, remove, reduce or vary the involvement of any other Staff from or in the provision of the Services (other than where such transfer or removal: (i) was planned as part of the individual's career development; (ii) takes place in the normal course of business; and (iii) will not have any adverse impact upon the delivery of the Services by the Contractor, (provided that any such transfer, removal, reduction or variation is not in any way related to the transfer of the Services); or
- (d) recruit or bring in any new or additional individuals to provide the Services who were not already involved in providing the Services prior to the relevant period.

C PAYMENT

C1 Price

- C1.1 In consideration of the Contractor's performance of its obligations under the Contract, the Contractor shall recover its fees for providing the Service from the individual Candidate completing the training and not from the Authority.
- C1.2 The recovery of any agreed fees for Government Staff will be via the Authority or from their respective Government organisation, not directly from the individual themselves. These fees shall be paid to the Contractor in accordance with the Scale of Fees listed in Schedule 2 (Pricing) and clause C2.

C2 Payment and VAT

- C2.1 The Contractor shall submit invoices to the Authority in accordance with Schedule 2 and this clause C2.
- C2.2 The Authority shall, in addition to the Price and following Receipt of a Valid Invoice, pay the Contractor a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Contract.
- C2.3 The Contractor shall add VAT to the Price at the prevailing rate as applicable and shall show the amount of VAT payable separately on all invoices as an extra charge. If the Contractor fails to show VAT on an invoice, the Authority will not, at any later date, be liable to pay the Contractor any additional VAT.
- C2.4 All Contractor invoices shall be expressed in sterling or such other currency as shall be permitted by the Authority in writing.
- C2.5 Valid Invoices shall include:
 - (a) the Contractor's full name, address and title of the Contract;
 - (b) the Purchase Order number

and, if requested by the Authority:

 - (c) timesheets for Staff engaged in providing the Services signed and dated by the Authority's representative on the Premises on the day;

- (d) the name of the individuals to whom the timesheet relates and hourly rates for each;
- (e) identification of which individuals are Contractor's staff and which are Sub-Contractors;
- (f) the address of the Premises and the date on which work was undertaken;
- (g) the time spent working on the Premises by the individuals concerned;
- (h) details of the type of work undertaken by the individuals concerned;
- (i) details of plant or materials operated and on standby;
- (j) separate identification of time spent travelling and/or meal or rest breaks; and
- (k) where appropriate, details of journeys made and distances travelled.

C2.6 The Authority shall not pay Contractor time spent on meal or rest breaks and the Contractor shall ensure that all workers take adequate meal or rest breaks.

C2.7 The Authority shall not pay for plant which is not in use during a meal or rest break.

C2.8 Meal and rest breaks will include breaks both in or outside an individual's workplace along with any time taken in travelling to or from the break location and/or any facilities for cleaning/changing/washing in preparation for or return from a meal or rest break.

C2.9 Timesheets must include a minimum of 30 minutes break for each shift of 8 hours, a minimum of 45 minutes break in a shift of between 8 and 12 hours and a minimum of one hour break will be taken within a shift in excess of 12 hours and the Contractor's rates and Contract Price must include such breaks.

C2.10 The Authority shall not pay the Contractor's overhead costs unless specifically agreed in writing by the Authority and overhead costs shall include, without limitation; facilities, utilities, insurance, tax, head office overheads, indirect staff costs and other costs not specifically and directly ascribable solely to the provision of the Services.

C2.11 If Schedule 2 expressly provides that the Authority may be charged for plant which is on standby then in circumstances where plant was waiting to be transferred between Premises or where the Authority has instructed that the plant is retained on the Premises then a standby charge of 60% of agreed rates may be made in respect of such relevant periods if supported by timesheets.

C2.12 Not used

C2.13 The Authority shall not pay a stand-by rate if plant is on standby because no work was being carried out on the Premises at that time or no operator or other relevant staff were available (unless the standby is because the Contractor is awaiting licensing of the Premises on the Authority's instructions).

C2.14 The Authority shall not pay for plant or equipment which is stood down during any notice period pursuant to clauses H1, H2 and/or H3 and the Contractor shall mitigate such costs as far as is reasonably possible, for example, by reutilising Staff, plant, materials and services on other contracts.

C2.15 The Contractor may claim expenses only if they are clearly identified, supported by original receipts and Approved.

- C2.16 If the Authority pays the Contractor prior to the submission of a Valid Invoice this payment shall be on account of and deductible from the next payment to be made.
- C2.17 If any overpayment has been made or the payment or any part is not supported by a Valid Invoice the Authority may recover this payment against future invoices raised or directly from the Contractor. All payments made by the Authority to the Contractor shall be on an interim basis pending final resolution of an account with the Contractor in accordance with the terms of this clause C2.
- C2.18 The Authority shall pay all sums due to the Contractor within 30 days of Receipt of a Valid Invoice. Valid Invoices should be submitted for payment to the following address:
- Accounts-Payable.ap@sscl.gov.uk (the Authority's preferred option); or SSCL AP, Defra, PO Box 790, Newport Gwent, NP10 8FZ.
- C2.19 If a payment of an undisputed amount is not made by the Authority by the due date, then the Authority shall pay the Contractor interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- C2.20 The Contractor shall ensure that a provision is included in all Sub-Contracts which requires payment to be made of all undisputed sums due to Sub-Contractors within 30 days from the receipt of a valid invoice.
- C2.21 The Contractor shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority at any time in respect of the Contractor's failure to account for or to pay any VAT relating to payments made to the Contractor under the Contract. Any amounts due under this clause C2.21 shall be paid by the Contractor to the Authority not less than 5 Working Days before the date upon which the tax or other liability is payable by the Authority.
- C2.22 The Contractor shall not suspend the Services unless the Contractor is entitled to terminate the Contract under clause H2.3 for failure to pay undisputed sums of money.
- C2.23 The Authority shall not pay an invoice which is not Valid Invoice.

C3 Recovery of Sums Due

- C3.1 If under the Contract any sum of money is recoverable from or payable by the Contractor to the Authority (including any sum which the Contractor is liable to pay to the Authority in respect of any breach of the Contract), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Contractor from the Authority under the Contract or under any other agreement with the Authority or the Crown.
- C3.2 Any overpayment by either Party, whether of the Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- C3.3 The Contractor shall make all payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Contractor.
- C3.4 All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

C4 Price during Extension

C4.1 Subject to Schedule 2 and clause F6, the Price shall apply for the Initial Contract Period and until the end date of any Extension or such earlier date of termination or partial termination of the Contract in accordance with the Law or the Contract.

D. STATUTORY OBLIGATIONS

D1 Prevention of Fraud and Bribery

D1.1 The Contractor represents and warrants that neither it, nor to the best of its knowledge any Staff, have at any time prior to the Commencement Date:

- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

D1.2 The Contractor shall not during the Contract Period:

- (a) commit a Prohibited Act; and/or
- (b) do or suffer anything to be done which would cause the Authority or any of its employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

D1.3 The Contractor shall, during the Contract Period:

- (a) establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; and
- (b) keep appropriate records of its compliance with its obligations under clause D1.3(a) and make such records available to the Authority on request.

D1.4 The Contractor shall immediately notify the Authority in writing if it becomes aware of any breach of clauses D1.1 and/or D1.2, or has reason to believe that it has or any of the Staff have:

- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
- (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of the Contract or otherwise suspects that

any person directly or indirectly connected with the Contract has committed or attempted to commit a Prohibited Act.

- D1.5 If the Contractor notifies the Authority pursuant to clause D1.4, the Contractor shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation.
- D1.6 If the Contractor is in Default under clauses D1.1 and/or D1.2, the Authority may by notice:
- (a) require the Contractor to remove from performance of the Contract any Staff whose acts or omissions have caused the Default; or
 - (b) immediately terminate the Contract.
- D1.7 Any notice served by the Authority under clause D1.6 shall specify the nature of the Prohibited Act, the identity of the party who the Authority believes has committed the Prohibited Act and the action that the Authority has taken (including, where relevant, the date on which the Contract shall terminate).

D2 Discrimination

- D2.1 The Contractor shall:
- (a) perform its obligations under the Contract in accordance with:
 - i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy maternity or otherwise);
 - ii) the Authority's equality and diversity policy as given to the Contractor from time to time;
 - iii) any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality Law; and
 - (b) take all necessary steps and inform the Authority of the steps taken to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation).

D3 Rights of Third Parties

- D3.1 The provisions of clauses B10.5 and E8.3 confer benefits on persons named in such provisions (together "**Third Party Provisions**") other than the Parties (each person a "**Third Party Beneficiary**") and are intended to be enforceable by Third Party Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act 1999 ("**CRTPA**").
- D3.2 Subject to clause D3.1, a person who is not a Party has no right under the CRTPA to enforce any provisions of the Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA and does not apply to the Crown.
- D3.3 No Third Party Beneficiary may enforce or take steps to enforce any Third Party Provision without Approval.

D3.4 Any amendments to the Contract may be made by the Parties without the consent of any Third Party Beneficiary.

D4 Health and Safety

D4.1 The Contractor shall perform its obligations under the Contract in accordance with:

- (a) all applicable Law regarding health and safety; and
- (b) the Authority's health and safety policy while at the Authority's Premises.

D4.2 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority's Premises of which it becomes aware and which relate to or arise in connection with the performance of the Contract. The Contractor shall instruct Staff to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

D5 Environmental Requirements

D5.1 The Contractor shall in the performance of the Contract have due regard to the Authority's environmental, sustainable and ethical procurement policies ("**Environmental Policies**") which require the Authority through its procurement and management of suppliers:

- (a) conserve energy, water, wood, paper and other resources and reduce waste;
- (b) phase out the use of ozone depleting substances;
- (c) minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment;
- (d) minimise the use of products harmful to health and the environment such as hazardous substances and solvents, replacing them with more benign substances where feasible and, where such substances are necessary, to ensure that they are stored in properly labelled containers, used and disposed of in compliance with legal and regulatory requirements and any instructions from the Authority;
- (e) reduce fuel emissions wherever possible;
- (f) maximise the use of recovered materials and, if recycled materials are not suitable or not readily available, to maximise the use of materials taken from renewable sources; and
- (g) promote the design of products that are capable of reuse or remanufacture or easily separable into recyclable parts consisting of one material (e.g. steel, plastic, textile).

D5.2 The Contractor shall ensure that any equipment and materials used in the provision of the Services do not contain:

- (a) ozone depleting substances such as hydrochlorofluorocarbons (HCFCs), halons, carbon tetrachloride, 111 trichloroethane, bromochloromethane or any other damaging substances; and/or
- (b) HFCs and other gaseous and non-gaseous substances with a high global warming potential;

unless given written permission by the Authority to do so.

- D5.3 The Contractor shall conserve energy and water; reduce carbon emissions and other greenhouse gases; minimise the use of substances damaging or hazardous to health and the environment and reduce waste by, for example, using resources more efficiently and reusing, recycling and composting and respecting biodiversity.
- D5.4 If required by the Authority the Contractor shall provide the Authority with information about its compliance with its obligations under clause D5.3.
- D5.5 The Contractor shall ensure that its Staff are aware of the Authority's Environmental Policies.
- D5.6 The Contractor shall:
- (a) identify any risks arising from climate change and variable weather such as higher temperatures, droughts, flooding, sea and river level rises, coastal and riparian erosion, water scarcity, and loss of water quality which may disrupt and/or affect the supply of the Services; and
 - (b) if such risks have been identified, enhance the resilience of its organisation to enable it to adapt and deal with the effects of such extreme events, including by having the necessary awareness-raising, evaluation, preventive, preparatory, recovery measures and support systems in place in order to minimise any disruption to the supply of the Services.

E PROTECTION OF INFORMATION

E1 Authority Data

- E1.1 The Contractor shall not delete or remove any proprietary notices contained within or relating to the Authority Data.
- E1.2 The Contractor shall not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Contractor of its obligations under this Contract or as otherwise expressly authorised in writing by the Authority.
- E1.3 To the extent that Authority Data is held and/or processed by the Contractor, the Contractor shall supply Authority Data to the Authority as requested by the Authority in the format specified in the Specification.
- E1.4 The Contractor shall preserve the integrity of Authority Data and prevent the corruption or loss of Authority Data.
- E1.5 The Contractor shall perform secure back-ups of all Authority Data and shall ensure that up-to-date back-ups are stored securely off-site. The Contractor shall ensure that such back-ups are made available to the Authority immediately upon request.
- E1.6 The Contractor shall ensure that any system on which the Contractor holds any Authority Data, including back-up data, is a secure system that complies with the Security Policy Framework.
- E1.7 If Authority Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Authority may:
- (a) require the Contractor (at the Contractor's expense) to restore or procure the restoration of Authority Data and the Contractor shall do so promptly; and/or

- (b) itself restore or procure the restoration of Authority Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so.

E1.8 If at any time the Contractor suspects or has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Authority immediately and inform the Authority of the remedial action the Contractor proposes to take.

E2 Data Protection

E2.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor unless otherwise specified in Schedule 11. The only processing that the Contractor is authorised to do is listed in Schedule 11 by the Authority and may not be determined by the Contractor.

E2.2 The Contractor shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.

E2.3 The Contractor shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, include:

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

E2.4 The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

- (a) process that Personal Data only in accordance with Schedule 11 unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event, which the Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that :
 - (i) the Staff do not process Personal Data except in accordance with this

Contract (and in particular Schedule 11);

- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Contractor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the European Union unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:
 - (i) the Authority or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with the GDPR Article 46 or LED Article 37) as determined by the Authority;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and
 - (iv) the Contractor complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;
- (e) at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Contract unless the Contractor is required by Law to retain the Personal Data.

E2.5 Subject to clause E2.6 the Contractor shall notify the Authority immediately if, in relation to any Personal Data processed in connection with its obligations under this Contract, it:

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

- (f) becomes aware of a Data Loss Event.
- E2.6 The Contractor's obligation to notify under clause E2.5 shall include the provision of further information to the Authority in phases, as details become available.
- E2.7 Taking into account the nature of the processing, the Contractor shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation in relation to any Personal Data processed in connection with its obligations under this Contract and any complaint, communication or request made under Clause E2.5 (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:
- (a) the Authority with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Authority following any Data Loss Event;
 - (e) assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.
- E2.8 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
- (a) the Authority determines that the processing is not occasional;
 - (b) the Authority determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - (c) the Authority determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- E2.9 The Contractor shall allow for audits of its Personal Data processing activity by the Authority or the Authority's designated auditor.
- E2.10 Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.
- E2.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Contractor must:
- (a) notify the Authority in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Authority;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause E2 such that they apply to the Sub-processor; and

- (d) provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.

E2.12 The Contractor shall remain fully liable for all acts or omissions of any of its Sub-processors.

E2.13 The Authority may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).

E2.14 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Working Days' notice to the Contractor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Officer.

E2.15 This clause E2 shall apply during the Contract Period and indefinitely after its expiry.

E3 Official Secrets Acts and Finance Act

E3.1 The Contractor shall comply with the provisions of:

- (a) the Official Secrets Acts 1911 to 1989; and
- (b) section 182 of the Finance Act 1989.

E4 Confidential Information

E4.1 Except to the extent set out in this clause E4 or if disclosure or publication is expressly permitted elsewhere in the Contract each Party shall treat all Confidential Information belonging to the other Party as confidential and shall not disclose any Confidential Information belonging to the other Party to any other person without the other party's consent, except to such persons and to such extent as may be necessary for the performance of the Party's obligations under the Contract.

E4.2 The Contractor hereby gives its consent for the Authority to publish the whole Contract (but with any information which is Confidential Information belonging to the Authority redacted) including from time to time agreed changes to the Contract, to the general public.

E4.3 If required by the Authority, the Contractor shall ensure that Staff, professional advisors and consultants sign a non-disclosure agreement prior to commencing any work in connection with the Contract and, if applicable, incorporating the requirements of clause E2.11. The Contractor shall maintain a list of the non-disclosure agreements completed in accordance with this clause E4.3.

E4.4 If requested by the Authority, the Contractor shall give the Authority a copy of the list and, subsequently upon request by the Authority, copies of such of the listed non-disclosure agreements as required by the Authority. The Contractor shall ensure that its Staff, professional advisors and consultants are aware of the Contractor's confidentiality obligations under the Contract.

E4.5 The Contractor may only disclose the Authority's Confidential Information to the Staff who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.

- E4.6 The Contractor shall not, and shall procure that the Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of this Contract.
- E4.7 Clause E4.1 shall not apply to the extent that:
- (a) such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIR;
 - (b) such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - (c) such information was obtained from a third party without obligation of confidentiality;
 - (d) such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or
 - (e) it is independently developed without access to the other Party's Confidential Information.
- E4.8 Nothing in clause E4.1 shall prevent the Authority disclosing any Confidential Information obtained from the Contractor:
- (a) for the purpose of the examination and certification of the Authority's accounts;
 - (b) for the purpose of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
 - (c) to any Crown Body or any Contracting Authority and the Contractor hereby acknowledges that all government departments or Contracting Authorities receiving such Confidential Information may further disclose the Confidential Information to other government departments or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or any Contracting Authority;
 - (d) to any consultant, contractor or other person engaged by the Authority
- provided that in disclosing information under clauses E4.8 (c) and (d) the Authority discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.
- E4.9 Nothing in clauses E4.1 to E4.6 shall prevent either Party from using any techniques, ideas or Know-How gained during the performance of its obligations under the Contract in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.
- E4.10 The Authority shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or Sub-Contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause E4.6 is made aware of the Authority's obligations of confidentiality.
- E4.11 If the Contractor does not comply with clauses E4.1 to E4.6 the Authority may terminate the Contract immediately on written notice to the Contractor.

- E4.12 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the supply of the Services, the Contractor shall maintain adequate security arrangements that meet the requirements of professional standards and best practice.
- E4.13 The Contractor will immediately notify the Authority of any breach of security in relation to Confidential Information and all data obtained in the supply of the Services and will keep a record of such breaches. The Contractor will use its best endeavours to recover such Confidential Information or data however it may be recorded. The Contractor will co-operate with the Authority in any investigation as a result of any breach of security in relation to Confidential Information or data.
- E4.14 The Contractor shall, at its own expense, alter any security systems at any time during the Contract Period at the Authority's request if the Authority reasonably believes the Contractor has failed to comply with clause E4.12.

E5 Freedom of Information

- E5.1 The Contractor acknowledges that the Authority is subject to the requirements of the FOIA and the EIR.
- E5.2 The Contractor shall transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within 2 Working Days of receipt:
- (a) give the Authority a copy of all Information in connection with the Contract in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may specify) of the Authority's request;
 - (b) provide all necessary assistance as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIR;
 - (c) not respond to directly to a Request for Information unless authorised to do so in writing by the Authority.
- E5.3 The Authority shall determine in its absolute discretion and notwithstanding any other provision in the Contract or any other agreement whether the Commercially Sensitive Information and any other Information is exempt from disclosure in accordance with the provisions of the FOIA and/or the EIR.

E6 Publicity, Media and Official Enquiries

- E6.1 Without prejudice to the Authority's obligations under the FOIA, the EIR or any obligations under the Regulations, or any policy requirements as to transparency, neither Party shall make any press announcement or publicise the Contract or any part thereof in any way, except with the written consent of the other Party.
- E6.2 The Contractor shall use its reasonable endeavours to ensure that its Staff, professional advisors and consultants comply with clause E6.1.

E7 Security

- E7.1 The Authority shall be responsible for maintaining the security of the Authority's Premises in accordance with its standard security requirements. The Contractor shall comply with all security requirements of the Authority while on the Authority's Premises, and shall ensure that all Staff comply with such requirements.

- E7.2 The Authority shall give the Contractor upon request copies of its written security procedures.
- E7.3 The Contractor shall, as an enduring obligation during the Contract Period, use the latest versions of anti-virus definitions available from an industry accepted anti-virus software vendor to check for and delete Malicious Software from the ICT Environment.
- E7.4 Notwithstanding clause E7.3, if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of the Authority Data, assist each other to mitigate any losses and to restore the provision of Services to their desired operating efficiency.
- E7.5 Any cost arising out of the actions of the Parties taken in compliance with clause E7.4 shall be borne by the Parties as follows:
- (a) by the Contractor where the Malicious Software originates from the Contractor Software, the Third Party Software or the Authority Data (whilst the Authority Data was under the control of the Contractor); and
 - (b) by the Authority if the Malicious Software originates from the Authority Software or Authority Data (whilst the Authority Data was under the control of the Authority).

E8 Intellectual Property Rights

E8.1 All Intellectual Property Rights in:

- (a) the Results; or
- (b) any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which is furnished to or made available to the Contractor by or on behalf of the Authority (together with the Results, the "**IP Materials**")

shall vest in the Authority (save for Copyright and Database Rights which shall vest in Her Majesty the Queen) and the Contractor shall not, and shall ensure that the Staff shall not, use or disclose any IP Materials without Approval save to the extent necessary for performance by the Contractor of its obligations under the Contract.

E8.2 The Contractor hereby assigns:

- (a) to the Authority, with full title guarantee, all Intellectual Property Rights (save for Copyright and Database Rights) which may subsist in the IP Materials prepared in accordance with clauses E8.1(a) and (b). This assignment shall take effect on the date of the Contract or (in the case of rights arising after the date of the Contract) as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Contractor; and
- (b) to Her Majesty the Queen, with full title guarantee, all Copyright and Database Rights which may subsist in the IP Materials prepared in accordance with clauses E8.1 (a) and (b),

and shall execute all documents and do all acts as are necessary to execute these assignments.

E8.3 The Contractor shall:

- (a) waive or procure a waiver of any moral rights held by it or any third party in copyright material arising as a result of the Contract or the performance of its obligations under the Contract;
- (b) use reasonable endeavours to procure that the third party owner of any Intellectual Property Rights that are or which may be used to perform the Services grants to the Authority a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Authority an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty-free, worldwide and irrevocable and shall include the right for the Authority to sub-license, transfer, novate or assign to other Contracting Authorities, the Crown, the Replacement Supplier or to any other third party supplying goods and/or services to the Authority ("**Indemnified Persons**");
- (c) not infringe any Intellectual Property Rights of any third party in supplying the Services; and
- (d) during and after the Contract Period, indemnify and keep indemnified the Authority and the Indemnified Persons from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority or Indemnified Persons may suffer or incur as a result of or in connection with any breach of this clause E8.3, except to the extent that any such claim results directly from:
 - i) items or materials based upon designs supplied by the Authority; or
 - ii) the use of data supplied by the Authority which is not required to be verified by the Contractor under any provision of the Contract.

E8.4 The Authority shall notify the Contractor in writing of any claim or demand brought against the Authority for infringement or alleged infringement of any Intellectual Property Right in materials supplied and/or licensed by the Contractor to the Authority.

E8.5 The Contractor shall at its own expense conduct all negotiations and any litigation arising in connection with any claim, demand or action by any third party for infringement or alleged infringement of any third party Intellectual Property Rights (whether by the Authority, the Contractor or Indemnified Person) arising from the performance of the Contractor's obligations under the Contract ("**Third Party IP Claim**"), provided that the Contractor shall at all times:

- (a) consult the Authority on all material issues which arise during the conduct of such litigation and negotiations;
- (b) take due and proper account of the interests of the Authority; and
- (c) not settle or compromise any claim without Approval (not to be unreasonably withheld or delayed).

E8.6 The Authority shall at the request of the Contractor afford to the Contractor all reasonable assistance for the purpose of contesting any Third Party IP Claim and the Contractor shall indemnify the Authority for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Contractor shall not be required to indemnify the Authority under this clause E8.6 in relation to any costs and expenses to the extent that such arise directly from the matters referred to in clauses E8.3(d) i) and ii).

E8.7 The Authority shall not, without the Contractor's consent, make any admissions which may be prejudicial to the defence or settlement of any Third Party IP Claim.

E8.8 If any Third Party IP Claim is made or in the reasonable opinion of the Contractor is likely to be made, the Contractor shall notify the Authority and any relevant Indemnified Person, at its own expense and subject to Approval (not to be unreasonably withheld or delayed), shall (without prejudice to the rights of the Authority under clauses E8.3(b) and G2.1(g)) use its best endeavours to:

- (a) modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement; or
- (b) procure a licence to use the Intellectual Property Rights and supply the Services which are the subject of the alleged infringement, on terms which are acceptable to the Authority

and if the Contractor is unable to comply with clauses E8.8(a) or (b) within 20 Working Days of receipt by the Authority of the Contractor's notification the Authority may terminate the Contract immediately by notice to the Contractor.

E8.9 In the context of Schedule 7 (Contract Implementation Period – End of Contract) the Contractor grants to the Authority and, if requested by the Authority, to a Replacement Supplier, a royalty-free, irrevocable, worldwide, non-exclusive licence (with a right to sub-license) to use the Intellectual Property Rights of the Contractor in the physical learning/training materials (but not the electronic versions) and excluding the Contractor's database and website, which the Authority (or the Replacement Supplier) reasonably requires in order for the Authority to exercise its rights under, and receive the benefit of, the Contract (including, without limitation, the Services).

E9 Audit

E9.1 The Contractor shall keep and maintain until 6 years after the end of the Contract Period, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Services supplied under it, all expenditure reimbursed by the Authority, and all payments made by the Authority. The Contractor shall on request afford the Authority or the Authority's representatives such access to those records and processes as may be requested by the Authority in connection with the Contract.

E9.2 The Contractor agrees to make available to the Authority, free of charge, whenever requested, copies of audit reports obtained by the Contractor in relation to the Services.

E9.3 The Contractor shall permit duly authorised representatives of the Authority and/or the National Audit Office to examine the Contractor's records and documents relating to the Contract and to provide such copies and oral or written explanations as may reasonably be required.

E9.4 The Contractor (and its agents) shall permit the Comptroller and Auditor General (and his appointed representatives) access free of charge during normal business hours on reasonable notice to all such documents (including computerised documents and data) and other information as the Comptroller and Auditor General may reasonably require for the purposes of his financial audit of the Authority and for carrying out examinations into the economy, efficiency and effectiveness with which the Authority has used its resources. The Contractor shall provide such explanations as are reasonably required for these purposes.

E10 Tax Compliance

- E10.1 If, during the Contract Period, an Occasion of Tax Non-Compliance occurs, the Contractor shall:
- (a) notify the Authority in writing of such fact within 5 Working Days of its occurrence; and
 - (b) promptly give the Authority:
 - i) details of the steps it is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors it considers relevant; and
 - ii) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.
- E10.2 If the Contractor or any Staff are liable to be taxed in the UK or to pay NICs in respect of consideration received under the Contract, the Contractor shall:
- (a) at all times comply with ITEPA and all other statutes and regulations relating to income tax, and SSCBA and all other statutes and regulations relating to NICS, in respect of that consideration; and
 - (b) indemnify the Authority against any income tax, NICs and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Contractor or any Staff.

F. CONTROL OF THE CONTRACT

F1 Failure to meet Requirements

- F1.1 If the Authority informs the Contractor in writing that the Authority reasonably believes that any part of the Services do not meet the requirements of the Contract or differs in any way from those requirements, and this is not as a result of a default by the Authority, the Contractor shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Contract within such reasonable time as may be specified by the Authority.

F2 Monitoring of Contract Performance

- F2.1 In addition to this clause F, the Contract shall also be managed in accordance with Schedule 3 (Performance Management), Schedule 4 (Governance and Contract Management) and Schedule 5 (Continuous Improvement) of the Contract.
- F2.2 The Contractor shall immediately inform the Authority if any of the Services are not being or are unable to be performed, the reasons for non-performance, any corrective action and the date by which that action will be completed.
- F2.3 Quarterly meetings will be held between the Contractor and the Authority, principally to review progress and operational delivery of the Contract, but also including Key Performance Indicators (KPIs), invoicing, risks and issues.
- F2.4 A Strategic Review Meeting will be held annually at which the Authority shall review the performance of the Contractor over the previous 12 months. Without prejudice to the generality of the foregoing, the Authority may in respect of the period under review consider such items as (but not limited to): the Contractor's delivery of the Services; the Contractor's contribution to innovation in the Authority; whether the Services provide the Authority with best value for money; consideration of any changes which may need to be

made to the Services; a review of future requirements in relation to the Services and progress against key milestones.

- F2.3 The Contractor shall provide at its own cost any assistance reasonably required by the Authority to perform such Strategic Review Meetings including the provision of data and information.
- F2.4 The Authority may produce a report of the results of each Strategic Review Meeting stating any areas of exceptional performance and areas for improvement in the provision of the Services and where there is any shortfall in any aspect of performance reviewed as against the Authority's expectations and the Contractor's obligations under this Contract.
- F2.5 The Authority shall give the Contractor a copy of the Strategic Review Report (if applicable). The Authority shall consider any Contractor comments and may produce a revised Strategic Review Report.
- F2.6 The Contractor shall, within 10 Working Days of receipt of the Strategic Review Report (revised as appropriate) provide the Authority with a plan to address resolution of any shortcomings and implementation of improvements identified by the Strategic Review Report.
- F2.7 Actions required to resolve shortcomings and implement improvements (either as a consequence of the Contractor's failure to meet its obligations under this Contract identified by the Strategic Review Report, or those which result from the Contractor's failure to meet the Authority's expectations notified to the Contractor or of which the Contractor ought reasonably to have been aware) shall be implemented at no extra charge to the Authority.

F3 Remedies for inadequate performance

- F3.1 If the Authority reasonably believes the Contractor has committed a Material Breach it may, without prejudice to its rights under clause H2 (Termination on Default), do any of the following:
- (a) without terminating the Contract, itself supply or procure the supply of all or part of the Services until such time as the Contractor has demonstrated to the Authority's reasonable satisfaction that the Contractor will be able to supply the Services in accordance with the Specification;
 - (b) without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Services;
 - (c) withhold or reduce payments to the Contractor in such amount as the Authority reasonably deems appropriate in each particular case; and/or
- (a) terminate the Contract in accordance with clause H2.
- F3.2 Without prejudice to its right under clause C3 (Recovery of Sums Due), the Authority may charge the Contractor for any costs reasonably incurred and any reasonable administration costs in respect of the supply of any part of the Services by the Authority or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Contractor for such part of the Services.
- F3.3 If the Authority reasonably believes the Contractor has failed to supply all or any part of the Services in accordance with the Contract, professional or industry practice which

could reasonably be expected of a competent and suitably qualified person, or any legislative or regulatory requirement, the Authority may give the Contractor notice specifying the way in which its performance falls short of the requirements of the Contract or is otherwise unsatisfactory.

- F3.4 If the Contractor has been notified of a failure in accordance with clause F3.3 the Authority may:
- (a) direct the Contractor to identify and remedy the failure within such time as may be specified by the Authority and to apply all such additional resources as are necessary to remedy that failure at no additional charge to the Authority within the specified timescale; and/or
 - (b) withhold or reduce payments to the Contractor in such amount as the Authority deems appropriate in each particular case until such failure has been remedied to the satisfaction of the Authority.
- F3.5 If the Contractor has been notified of a failure in accordance with clause F3.3, it shall:
- (a) use all reasonable endeavours to immediately minimise the impact of such failure to the Authority and to prevent such failure from recurring; and
 - (b) immediately give the Authority such information as the Authority may request regarding what measures are being taken to comply with the obligations in this clause F3.5 and the progress of those measures until resolved to the satisfaction of the Authority.
- F3.6 If, having been notified of any failure, the Contractor fails to remedy it in accordance with clause F3.5 within the time specified by the Authority, the Authority may treat the continuing failure as a Material Breach and may terminate the Contract immediately on notice to the Contractor.

F4 Transfer and Sub-Contracting

- F4.1 Except where clauses F4.6 and F4.7 both apply, the Contractor shall not transfer, charge, assign, sub-contract or in any other way dispose of the Contract or any part of it without Approval. All such documents shall be evidenced in writing and shown to the Authority on request. Sub-contracting any part of the Contract shall not relieve the Contractor of any of its obligations or duties under the Contract.
- F4.2 The Contractor shall be responsible for the acts and/or omissions of its Sub-Contractors as though they are its own. If it is appropriate, the Contractor shall provide each Sub-Contractor with relevant extracts from the Contract and obtain written conformation from them that they will provide the Services fully in accordance with those extracts of the Contract.
- F4.3 The Contractor shall ensure that its Sub-Contractors and suppliers retain all records relating to the Services for at least 6 years from the date of their creation and make them available to the Authority on request in accordance with the provisions of clause E9 (Audit). If any Sub-Contractor or supplier does not allow the Authority access to the records then the Authority shall have no obligation to pay any claim or invoice made by the Contractor on the basis of such documents or work carried out by the Sub-Contractor or supplier.
- F4.4 If the Authority has consented to the award of a Sub-Contract, the Contractor shall ensure that:

- (a) the Sub-Contract contains a right for the Contractor to terminate the Sub-Contract if the relevant Sub-Contractor does not comply in the performance of its contract with legal obligations in environmental, social or labour law;
- (b) the Sub-Contractor includes a provision having the same effect as set out in clause F4.4 (a) in any Sub-Contract which it awards; and
- (c) copies of each Sub-Contract shall, at the request of the Authority, be sent by the Contractor to the Authority immediately.

F4.5 If the Authority believes there are:

- (a) compulsory grounds for excluding a Sub-Contractor pursuant to regulation 38 of the Regulations, the Contractor shall replace or not appoint the Sub-Contractor; or
- (b) non-compulsory grounds for excluding a Sub-Contractor pursuant to regulation 38 of the Regulations, the Authority may require the Contractor to replace or not appoint the Sub-Contractor and the Contractor shall comply with such requirement.

F4.6 Notwithstanding clause F4.1, the Contractor may assign to a third party (the “**Assignee**”) the right to receive payment of the Price or any part thereof due to the Contractor (including any interest which the Authority incurs under clause C2 (Payment and VAT)). Any assignment under this clause F4.6 shall be subject to:

- (a) reduction of any sums in respect of which the Authority exercises its right of recovery under clause C3 (Recovery of Sums Due);
- (b) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
- (c) the Authority receiving notification under both clauses F4.7 and F4.8.

F4.7 If the Contractor assigns the right to receive the Price under clause F4.6, the Contractor or the Assignee shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.

F4.8 The Contractor shall ensure that the Assignee notifies the Authority of the Assignee’s contact information and bank account details to which the Authority shall make payment.

F4.9 The provisions of clause C2 shall continue to apply in all other respects after the assignment and shall not be amended without Approval.

F4.10 Subject to clause F4.11, the Authority may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

- (a) any Contracting Authority;
- (b) any other body established or authorised by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or
- (c) any private sector body which substantially performs the functions of the Authority

provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor’s obligations under the Contract.

- F4.11 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not, subject to clause F4.12, affect the validity of the Contract and the Contract shall bind and inure to the benefit of any successor body to the Authority.
- F4.12 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to clause F4.10 to a body which is not a Contracting Authority or if there is a change in the legal status of the Authority such that it ceases to be a Contracting Authority (in the remainder of this clause both such bodies being referred to as the “**Transferee**”):
- (a) the rights of termination of the Authority in clauses H1 and H2 shall be available to the Contractor in respect of the Transferee; and
 - (b) the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the prior consent in writing of the Contractor.
- F4.13 The Authority may disclose to any Transferee any Confidential Information of the Contractor which relates to the performance of the Contractor’s obligations under the Contract. In such circumstances the Authority shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Contractor’s obligations under the Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.
- F4.14 Each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the provisions of the Contract.

F5 Waiver

- F5.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.
- F5.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause A4 (Notices and Communications).
- F5.3 A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

F6 Variation

- F6.1 If, after the Commencement Date, the Authority’s requirements change, the Authority may request a Variation subject to the terms of this clause F6.
- F6.2 The Authority may request a Variation by notifying the Contractor in writing of the Variation and giving the Contractor sufficient information to assess the extent of the Variation and consider whether any change to the Price is required in order to implement the Variation within a reasonable time limit specified by the Authority. If the Contractor accepts the Variation it shall confirm it in writing.
- F6.3 If the Contractor is unable to accept the Variation or where the Parties are unable to agree a change to the Price, the Authority may:

- (a) allow the Contractor to fulfil its obligations under the Contract without the Variation to the Specification; or
- (b) terminate the Contract immediately except where the Contractor has already delivered all or part of the Services or where the Contractor can show evidence of substantial work being carried out to fulfil the requirements of the Specification; and in such case the Parties shall attempt to agree upon a resolution to the matter. If a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution procedure detailed in clause I2 (Dispute Resolution).

F6.4 No Variation will take effect unless and until it is recorded in a validly executed CCN. Execution of a CNN is made via electronic signature as described in clause 1.2 of Section 1 of the Contract.

F6.5 A CCN takes effect on the date on which both Parties communicate acceptance of the CCN via Bravo. On the date it communicates acceptance of the CCN in this way the Contractor is deemed to warrant and represent that the CCN has been executed by a duly authorised representative of the Contractor in addition to the warranties and representations set out in clause G2.

F6.6 The provisions of clauses F6.4 and F6.5 may be varied in an emergency if it is not practicable to obtain the Authorised Representative's approval within the time necessary to make the Variation in order to address the emergency. In an emergency, Variations may be approved by a different representative of the Authority. However, the Authorised Representative shall have the right to review such a Variation and require a CCN to be entered into on a retrospective basis which may itself vary the emergency Variation.

F7 Severability

F7.1 If any provision of the Contract which is not of a fundamental nature is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Contract shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

F8 Remedies Cumulative

F8.1 Except as expressly provided in the Contract all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

F9 Entire Agreement

F9.1 The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. The Contract supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.

F10 Counterparts

F10.1 The Contract may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

G LIABILITIES

G1 Liability, Indemnity and Insurance

G1.1 Neither Party limits its liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of any obligations implied by section 2 of the Supply of Goods and Services Act 1982;
- (d) any breach of clauses D1 and E4;
- (e) Schedule 13; or
- (f) any liability to the extent it cannot be limited or excluded by Law.

G1.2 Subject to clauses G1.3 and G1.4, the Contractor shall indemnify the Authority and keep the Authority indemnified fully against all claims, proceedings, demands, charges, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which may arise out of the supply, or the late or purported supply, of the Services or the performance or non-performance by the Contractor of its obligations under the Contract or the presence of the Contractor or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly by any act or omission of the Contractor.

G1.3 Subject to clause G1.1 the Contractor's aggregate liability in respect of the Contract shall not exceed £5 (five) million GBP or five times the annual Contract Price (whichever is the greater), provided that, for a breach of clauses E1 or E2, the Contractor's aggregate liability shall not exceed £5 million GBP (five million pounds) or 150% of the estimated annual charges, whichever is the greater.

G1.4 The Contractor shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Authority or by breach by the Authority of its obligations under the Contract.

G1.5 The Authority may recover from the Contractor the following losses incurred by the Authority to the extent they arise as a result of a Default by the Contractor:

- (a) any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
- (b) any wasted expenditure or charges;
- (c) the additional costs of procuring a Replacement Supplier for the remainder of the Contract Period and or replacement deliverables which shall include any incremental costs associated with the Replacement Supplier and/or replacement deliverables above those which would have been payable under the Contract;
- (d) any compensation or interest paid to a third party by the Authority; and

- (e) any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty.

G1.6 Subject to clause G1.1, neither Party shall be liable to the other for any:

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

G1.7 Unless otherwise specified by the Authority, the Contractor shall, with effect from the Commencement Date for such period as necessary to enable the Contractor to comply with its obligations herein, take out and maintain with a reputable insurance company a policy or policies of insurance providing such reasonable level of cover as the Contractor may reasonably decide, having regard to the risks which may be incurred by the Contractor, arising out of the Contractor's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor. Such insurance shall be maintained for the duration of the Contract Period and for a minimum of 6 years following the end of the Contract.

G1.8 The Contractor shall hold employer's liability insurance in respect of Staff and such insurance shall be in accordance with any legal requirement from time to time in force.

G1.9 The Contractor shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

G1.10 If the Contractor does not give effect to and maintain the insurances required by the provisions of the Contract, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.

G1.11 The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract.

G1.12 The Contractor shall not take any action or fail to take any reasonable action, or (to the extent that it is reasonably within its power) permit anything to occur in relation to the Contractor, which would entitle any insurer to refuse to pay any claim under any insurance policy in which the Contractor is an insured, a co-insured or additional insured person.

G2 Warranties and Representations

G2.1 The Contractor warrants and represents on the Commencement Date and for the Contract Period that:

- (a) it has full capacity and authority and all necessary consents to enter into and perform the Contract and that the Contract is executed by a duly authorised representative of the Contractor;
- (b) in entering the Contract it has not committed any fraud;
- (c) as at the Commencement Date, all information contained in the Tender or other offer made by the Contractor to the Authority remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract and in addition, that it will advise the Authority of any fact,

matter or circumstance of which it may become aware which would render such information to be false or misleading;

- (d) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have an adverse effect on its ability to perform its obligations under the Contract;
- (e) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- (f) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor's assets or revenue;
- (g) it owns, or has obtained or is able to obtain valid licences for, all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
- (h) any person engaged by the Contractor shall be engaged on terms which do not entitle them to any Intellectual Property Right in any IP Materials;
- (i) in the 3 years (or period of existence where the Contractor has not been in existence for 3 years) prior to the date of the Contract:
 - i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
 - ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
 - iii) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract;
- (j) it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform its obligations under the Contract; and
- (k) it has notified the Authority in writing of any Occasions of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance.

G3 Force Majeure

G3.1 Subject to the remaining provisions of this clause G3, a Party may claim relief under this clause G3 from liability for failure to meet its obligations under the Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Contractor in performing its obligations under the Contract which results from a failure or delay by an agent, Sub-Contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-Contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Contractor.

- G3.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.
- G3.3 If the Contractor is the Affected Party, it shall not be entitled to claim relief under this clause G3 to the extent that consequences of the relevant Force Majeure Event:
- (a) are capable of being mitigated by any of the Services, but the Contractor has failed to do so; and/or
 - (b) should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by the Contract.
- G3.4 Subject to clause G3.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.
- G3.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Contractor is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- G3.6 If, as a result of a Force Majeure Event:
- (a) an Affected Party fails to perform its obligations in accordance with the Contract, then during the continuance of the Force Majeure Event:
 - i) the other Party shall not be entitled to exercise its rights to terminate the Contract in whole or in part as a result of such failure pursuant to clause H2.1 or H2.3; and
 - ii) neither Party shall be liable for any Default arising as a result of such failure;
 - (b) the Contractor fails to perform its obligations in accordance with the Contract it shall be entitled to receive payment of the Price (or a proportional payment of it) only to the extent that the Services (or part of the Services) continue to be performed in accordance with the terms of the Contract during the occurrence of the Force Majeure Event.
- G3.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under the Contract.
- G3.8 Relief from liability for the Affected Party under this clause G3 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under the Contract and shall not be dependent on the serving of notice under clause G3.7.

H DEFAULT, DISRUPTION AND TERMINATION

H1 Termination on Insolvency and Change of Control

H1.1 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Contractor where the Contractor is a company and in respect of the Contractor:

- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;
- (b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);
- (c) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986;
- (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;
- (e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given;
- (f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986;
- (g) being a "small company" within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (h) any event similar to those listed in H1.1(a)-(g) occurs under the law of any other jurisdiction.

H1.2 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Contractor where the Contractor is an individual and:

- (a) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Contractor's creditors;
- (b) a petition is presented and not dismissed within 14 days or order made for the Contractor's bankruptcy;
- (c) a receiver, or similar officer is appointed over the whole or any part of the Contractor's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets;
- (d) the Contractor is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986;
- (e) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Contractor's assets and such attachment or process is not discharged within 14 days;

- (f) he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005;
- (g) he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business; or
- (h) any event similar to those listed in clauses H1.2(a) to (g) occurs under the law of any other jurisdiction.

H1.3 The Contractor shall notify the Authority immediately in writing of any proposal or negotiations which will or may result in a merger, take-over, change of control, change of name or status including where the Contractor undergoes a change of control within the meaning of section 1124 of the Corporation Taxes Act 2010 (“**Change of Control**”). The Authority may terminate the Contract with immediate effect by notice and without compensation to the Contractor within 6 Months of:

- (a) being notified that a Change of Control has occurred; or
- (b) where no notification has been made, the date that the Authority becomes aware of the Change of Control,

but shall not be permitted to terminate where Approval was granted prior to the Change of Control.

For the avoidance of doubt, the Authority has approved the Change of Control which occurred on 23 June 2020.

H1.4 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Contractor where the Contractor is a partnership and:

- (a) a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors; or
- (b) it is for any reason dissolved; or
- (c) a petition is presented for its winding up or for the making of any administration order, or an application is made for the appointment of a provisional liquidator; or
- (d) a receiver, or similar officer is appointed over the whole or any part of its assets; or
- (e) the partnership is deemed unable to pay its debts within the meaning of section 222 or 223 of the Insolvency Act 1986 as applied and modified by the Insolvent Partnerships Order 1994; or
- (f) any of the following occurs in relation to any of its partners:
 - (i) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, his creditors;
 - (ii) a petition is presented for his bankruptcy; or
 - (iii) a receiver, or similar officer is appointed over the whole or any part of his assets;

- (g) any event similar to those listed in clauses H1.4(a) to (f) occurs under the law of any other jurisdiction .

H1.5 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Contractor where the Contractor is a limited liability partnership and:

- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors;
- (b) it is for any reason dissolved;
- (c) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given within Part II of the Insolvency Act 1986;
- (d) any step is taken with a view to it being determined that it be wound up (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation) within Part IV of the Insolvency Act 1986;
- (e) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator within Part IV of the Insolvency Act 1986;
- (f) a receiver, or similar officer is appointed over the whole or any part of its assets; or
- (g) it is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (h) a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (i) any event similar to those listed in clauses H1.5 (a) to (h) occurs under the law of any other jurisdiction.

H1.6 References to the Insolvency Act 1986 in clause H1.5(a) shall be construed as being references to that Act as applied under the Limited Liability Partnerships Act 2000 subordinate legislation.

H2 Termination on Default

H2.1 The Authority may terminate the Contract with immediate effect by notice if the Contractor commits a Default and:

- (a) the Contractor has not remedied the Default to the satisfaction of the Authority within 25 Working Days or such other period as may be specified by the Authority, after issue of a notice specifying the Default and requesting it to be remedied;
- (b) the Default is not, in the opinion of the Authority, capable of remedy; or
- (c) the Default is a Material Breach.

H2.2 If, through any Default of the Contractor, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Contractor shall be liable for the cost of reconstitution of that data and shall reimburse the Authority in respect of any charge levied for its transmission and any other costs charged in connection with such Default.

H2.3 If the Authority fails to pay the Contractor undisputed sums of money when due, the Contractor shall give notice to the Authority of its failure to pay. If the Authority fails to pay such undisputed sums within 30 Days of the date of such notice, the Contractor may terminate the Contract in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Authority exercising its rights under clause C3.1 (Recovery of Sums Due) or to a Force Majeure Event.

H3 Termination on Notice

H3.1 The Authority may terminate the Contract at any time by giving 30 days notice to the Contractor.

H4 Other Termination Grounds

H4.1 The Authority may terminate the Contract on written notice to the Contractor if:

(a) the Contract has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 43(10) of the Regulations;

(b) the Contractor was, at the time the Contract was awarded, in one of the situations specified in regulation 38(8) of the Regulations, including as a result of the application of regulation 38(9), and should therefore have been excluded from the procurement procedure which resulted in its award of the Contract;

(c) the Contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and the Regulations that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU; or

(d) the Contractor has not, in performing the Services, complied with its legal obligations in respect of environmental, social or labour law.

H5 Consequences of Expiry or Termination

H5.1 If the Authority terminates the Contract under clauses H2 or H4 and makes other arrangements for the supply of the Services the Authority may recover from the Contractor the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Contract Period.

H5.2 If Contract is terminated under clauses H2 or H4 the Authority shall make no further payments to the Contractor (for Services supplied by the Contractor prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority), until the Authority has established the final cost of making the other arrangements envisaged under this clause.

H5.3 If the Authority terminates the Contract under clause H3 the Authority shall make no further payments to the Contractor except for Services supplied by the Contractor prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority.

H5.4 Save as otherwise expressly provided in the Contract:

(a) termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and

- (b) termination of the Contract shall not affect the continuing rights, remedies or obligations of the Authority or the Contractor under clauses C2 (Payment and VAT), C3 (Recovery of Sums Due), D1 (Prevention of Fraud and Bribery), E2 (Data Protection), E3 (Official Secrets Acts 1911 to 1989, Section 182 of the Finance Act 1989), E4 (Confidential Information), E5 (Freedom of Information), E8 (Intellectual Property Rights), E9 (Audit), F9 (Remedies Cumulative), G1 (Liability, Indemnity and Insurance), H5 (Consequences of Expiry or Termination), H7 (Recovery upon Termination) and I1 (Governing Law and Jurisdiction).

H6 Disruption

- H6.1 The Contractor shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Authority, its employees or any other contractor employed by the Authority.
- H6.2 The Contractor shall immediately inform the Authority of any actual or potential industrial action, whether such action be by its own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.
- H6.3 If there is industrial action by the Staff, the Contractor shall seek Approval to its proposals to continue to perform its obligations under the Contract.
- H6.4 If the Contractor's proposals referred to in clause H6.3 are considered insufficient or unacceptable by the Authority acting reasonably, then the Contract may be terminated with immediate effect by the Authority by notice.
- H6.5 If the Contractor is unable to deliver the Services owing to disruption of the Authority's normal business, the Contractor may request a reasonable allowance of time, and, in addition, the Authority will reimburse any additional expense reasonably incurred by the Contractor as a direct result of such disruption.

H7 Recovery upon Termination

- H7.1 On termination of the Contract for any reason, the Contractor shall at its cost:
 - (a) immediately return to the Authority all Confidential Information, Personal Data and IP Materials in its possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which was obtained or produced in the course of providing the Services;
 - (b) immediately deliver to the Authority all Property (including materials, documents, information and access keys) provided to the Contractor in good working order;
 - (c) immediately vacate any Authority Premises occupied by the Contractor;
 - (d) assist and co-operate with the Authority to ensure an orderly transition of the provision of the Services to the Replacement Supplier and/or the completion of any work in progress; and
 - (e) promptly provide all information concerning the provision of the Services which may reasonably be requested by the Authority for the purposes of adequately understanding the manner in which the Services have been provided and/or for the purpose of allowing the Authority and/or the Replacement Supplier to conduct due diligence.

H7.2 If the Contractor does not comply with clauses H7.1(a) and (b), the Authority may recover possession thereof and the Contractor grants a licence to the Authority or its appointed agents to enter (for the purposes of such recovery) any premises of the Contractor or its permitted suppliers or Sub-Contractors where any such items may be held.

H8 Retendering and Handover

H8.1 Within 21 days of being requested by the Authority, the Contractor shall provide, and thereafter keep updated, in a fully indexed and catalogued format, all the information necessary to enable the Authority to issue tender documents for the future provision of the Services.

H8.2 The Authority shall take all necessary precautions to ensure that the information referred to in clause H8.1 is given only to potential providers who have qualified to tender for the future provision of the Services.

H8.3 The Authority shall require that all potential providers treat the information in confidence; that they do not communicate it except to such persons within their organisation and to such extent as may be necessary for the purpose of preparing a response to an invitation to tender issued by the Authority; and that they shall not use it for any other purpose.

H8.4 The Contractor shall indemnify the Authority against any claim made against the Authority at any time by any person in respect of any liability incurred by the Authority arising from any deficiency or inaccuracy in information which the Contractor is required to provide under clause H8.1.

H8.5 Not Used

H8.6 If access is required to the Contractor's Premises for the purposes of clause H8.5, the Authority shall give the Contractor 7 days' notice of a proposed visit together with a list showing the names of all persons who will be visiting. Their attendance shall be subject to compliance with the Contractor's security procedures, subject to such compliance not being in conflict with the objectives of the visit.

H8.7 The Contractor shall co-operate fully with the Authority during any handover at the end of the Contract. This co-operation shall include allowing full access to, and providing copies of, all documents, reports, summaries and any other information necessary in order to achieve an effective transition without disruption to routine operational requirements.

H8.8 Within 10 Working Days of being requested by the Authority, the Contractor shall transfer to the Authority, or any person designated by the Authority, free of charge, all Authority Data utilised in the provision of the Services in such format as is mutually compatible with the IT system used by the Authority or that person and the Contractor.

H9 Exit Management

H9.1 Upon termination the Contractor shall render reasonable assistance to the Authority to the extent necessary to effect an orderly assumption by a Replacement Supplier in accordance with the procedure set out in clause H10.

H10 Exit Procedures

H10.1 Where the Authority requires a continuation of all or any of the Services on expiry or termination of this Contract, either by performing them itself or by engaging a third party to perform them, the Contractor shall co-operate fully with the Authority and any such third party and shall take all reasonable steps to ensure the timely and effective transfer of the Services without disruption to routine operational requirements.

- H10.2 The following commercial approach shall apply to the transfer of the Services if the Contractor:
- (a) does not have to use resources in addition to those normally used to deliver the Services prior to termination or expiry, there shall be no change to the Price; or
 - (b) reasonably incurs additional costs, the Parties shall agree a Variation to the Price based on the Contractor's rates either set out in Schedule 2 or forming the basis for the Price.
- H10.3 When requested to do so by the Authority, the Contractor shall deliver to the Authority details of all licences for software used in the provision of the Services including the software licence agreements.
- H10.4 Within one Month of receiving the software licence information described above, the Authority shall notify the Contractor of the licences it wishes to be transferred, and the Contractor shall provide for the approval of the Authority a plan for licence transfer.

H11 Knowledge Retention

- H11.1 The Contractor shall co-operate fully with the Authority in order to enable an efficient and detailed knowledge transfer from the Contractor to the Authority on the completion or earlier termination of the Contract and in addition, to minimise any disruption to routine operational requirements. To facilitate this transfer, the Contractor shall provide the Authority free of charge with full access to its Staff and, in addition, to copies of all documents, reports, summaries and any other information relating to this Contract and the provision of the Services, as reasonably requested by the Authority. The Contractor shall comply with the Authority's request for information no later than 15 Working Days from the date that that request was made.

I DISPUTES AND LAW

I1 Governing Law and Jurisdiction

- 11.1 Subject to the provisions of clause I2 the Contract, including any matters arising out of or in connection with it, shall be governed by and interpreted in accordance with English Law and shall be subject to the jurisdiction of the Courts of England and Wales. The submission to such jurisdiction shall not limit the right of the Authority to take proceedings against the Contractor in any other court of competent jurisdiction, and the taking of proceedings in any other court of competent jurisdiction shall not preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

I2 Dispute Resolution

- 12.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the finance director of the Contractor and the commercial director of the Authority.
- 12.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

- 12.3 If the dispute cannot be resolved by the Parties pursuant to clause 12.1 either Party may refer it to mediation pursuant to the procedure set out in clause 12.5.
- 12.4 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Contractor and the Staff shall comply fully with the requirements of the Contract at all times.
- 12.5 The procedure for mediation and consequential provisions relating to mediation are as follows:
- (a) a neutral adviser or mediator (the “**Mediator**”) shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator;
 - (b) the Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations. If appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure;
 - (c) unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
 - (d) if the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives;
 - (e) failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties; and
 - (f) if the Parties fail to reach agreement within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts unless the dispute is referred to arbitration pursuant to the procedures set out in clause 12.6.
- 12.6 Subject to clause 12.2, the Parties shall not institute court proceedings until the procedures set out in clauses 12.1 and 12.3 have been completed save that:
- (a) The Authority may at any time before court proceedings are commenced, serve a notice on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with clause 12.7;
 - (b) if the Contractor intends to commence court proceedings, it shall serve notice on the Authority of its intentions and the Authority shall have 21 days following receipt of such notice to serve a reply on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with clause 12.7; and
 - (c) the Contractor may request by notice to the Authority that any dispute be referred and resolved by arbitration in accordance with clause 12.7, to which the Authority may consent as it sees fit.

- 12.7 If any arbitration proceedings are commenced pursuant to clause 12.6,
- (a) the arbitration shall be governed by the provisions of the Arbitration Act 1996 and the Authority shall give a notice of arbitration to the Contractor (the “**Arbitration Notice**”) stating:
 - (i) that the dispute is referred to arbitration; and
 - (ii) providing details of the issues to be resolved;
 - (b) the London Court of International Arbitration (“**LCIA**”) procedural rules in force at the date that the dispute was referred to arbitration in accordance with 12.7(b) shall be applied and are deemed to be incorporated by reference to the Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
 - (c) the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
 - (d) if the Parties fail to agree the appointment of the arbitrator within 10 days of the Arbitration Notice being issued by the Authority under clause 12.7(a) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
 - (e) the arbitration proceedings shall take place in London and in the English language; and
 - (f) the arbitration proceedings shall be governed by, and interpreted in accordance with, English Law.

SCHEDULE 1 - SPECIFICATION

1. GLOSSARY

1.1 Unless the context otherwise requires, the following words and expressions used within this Specification of Requirement shall have the following meanings (to be interpreted in the singular or plural as the context requires):

TERM	MEANING
"Accredited"	means that a course is granted recognition for its standards by a professional body.
"APHA"	means the Animal and Plant Health Agency, an Executive Agency of Defra. Management of contracts resulting from this procurement will be delegated to APHA
"AHP"	means Animal Health Paraprofessional
"ATT"	means Approved Tuberculin Testers
"Authority"	means the Department for Environment, Food and Rural Affairs acting as part of the Crown
"AVS"	means Approved Veterinary Supervisor
"Bravo"	means the e-Tendering system used by the Authority for conducting this procurement, which can be found at http://defra.bravosolution.co.uk
"Candidate"	means a person enrolling on any course with the purpose of obtaining the relevant qualification
"CIP"	means Continuous Improvement Plan
"CoC"	means Certificate of Competence
"CO"	means Certifying Officer
"Contract Implementation Period"	means the period of time from award of the contract until contract commencement date
"Contracting Body"	means any contracting authority (other than the Authority) as defined in regulation 4 of the Regulations.
"Course Director"	means a member of APHA responsible for an OCQ
"CPD"	means Continuing Professional Development
"Crown Dependencies"	means the Channel Islands (Jersey and Guernsey) and the Isle of Man
"CSO"	means Certification Support Officer
"Defra"	means the Department for the Environment, Food and Rural Affairs
"DAERA"	means the Department of Agriculture, Environment and Rural Affairs in Northern Ireland
"FVO"	means the Food and Veterinary Office
"GB"	means Great Britain
"Government Staff"	means an employee of UK government
"ITT"	means the invitation to tender document and all related documents published by the Authority and made available to Tenderers during the procurement of this Contract
"KPI"	means Key Performance Indicator
"MOCA"	means the Memorandum of Conditions and Appointment (MOCA) of Local Veterinary Inspectors (1994, as amended)
"MRCVS"	means Member of the Royal College of Veterinary Surgeons
"OCQ"	means Official Controls Qualification
"Outgoing Contract"	means the contract for Official Veterinarian (OV) Training and Assurance, reference 20388
"Overseas Territories"	means any territory that is under the jurisdiction and sovereignty of but does not form part of the United Kingdom
"OVs"	means Official Veterinarians, who are private veterinarians who have

	been appropriately trained and authorised to undertake statutory work on behalf of the Authority
“Pricing Schedule”	means the pricing information set out in Schedule 2 - Pricing
“RVN”	means Registered Veterinary Nurse
“RCVS”	means the Royal College of Veterinary Surgeons
“Replacement Supplier”	means the supplier that, at the end of this Contract, is awarded the new contract to provide Veterinary and Paraprofessional Training, Assurance and Authorisation Services
“Response”	means the information submitted in response to the ITT via the online response forms on Bravo including the Tenderer’s formal Tender
“Service Commencement”	means the date from which the Contractor is responsible for providing the Service, after the Contract Implementation Period
“Contractor”	means the successful Tenderer appointed to deliver this Contract and responsible for supplying the Services
“TB”	means Tuberculosis
“Tenderer”	means anyone responding to the ITT and, where the context requires, includes a potential tenderer
“UK”	means the United Kingdom
“VDP”	means the Veterinary Delivery Partner(s), Suppliers appointed by APHA for the purpose of providing Veterinary Services to the Authority
“VPT”	means the Veterinary and Paraprofessional Training
“VPHB”	means Veterinary Public Health Basics
“XLFC”	means XL Farmcare UK

1.2 References to a “Section”, “Annex” and to an “Appendix” are references to a section, annex and to an appendix of this Specification.

1.3 Reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

2. BACKGROUND TO THE REQUIREMENT

2.1 The Animal and Plant Health Agency (APHA) is an Executive Agency of the Department for Environment and Rural Affairs (Defra) and delivers the Animal Health and Welfare policies of Defra, Scottish Government and Welsh Government across Great Britain (GB). One of its principal functions is the safeguarding of animal health and welfare and public health, which in turn supports economic growth and trade.

2.2 To support this work, APHA often makes use of private veterinary surgeons that are trained as Official Veterinarians (OVs). The work performed by OVs is normally of a statutory nature (i.e. is required by law) and is often undertaken at public expense.

2.3 In 2015 APHA modernised its system of training and authorisation for OVs, outsourcing the provision of official training and revalidation. A system of distance learning through on-line training and assessment of a suite of qualifications was implemented, known as Official Controls Qualifications (OCQs), as well as administrative improvements and the provision of relevant Continuing Professional Development (CPD) opportunities for OVs.

2.4 APHA, on behalf of the Secretary of State, is the competent authority for the purposes of authorisation under the relevant legislation. Authorisation of a veterinary surgeon as an OV cannot be delegated to the Contractor, it must be carried out by APHA.

2.5 OVs are authorised on behalf of the Secretary of State in accordance with the ‘Policy for Authorisation of Official Veterinarians (OVs) (OV13)’ which replaced the ‘Memorandum of

Conditions of Appointment of Local Veterinary Inspectors by the Minister of Agriculture, Fisheries and Food (August 1994 as revised in April 2014)'. The OV13 policy represents the guidance with respect to the authorisation of OVs to act on behalf of Ministers. It sets out the working relationship between APHA, acting on behalf of the relevant Ministers in England, Scotland and Wales, and OVs who seek to carry out tasks on behalf of those Ministers who are not employees of Government. Under the OV13 policy an OV is authorised to undertake those functions and duties arising under or by virtue of the Animal Health Act (1981) for which he/she is qualified by having a letter of appointment to specific functional qualifications.

- 2.6 In addition to training and authorisation for OVs, in 2018 APHA implemented a parallel system for paraprofessionals, similarly involving online training in the form of OCQs and authorisation as Animal Health Paraprofessional (AHPs) either as Approved Tuberculin Testers (ATTs) or Certification Support Officers (CSOs) with scope for addition of further qualifications if the need arises.
- 2.7 APHA conducted a Pilot study between 5 December 2018 and 1 February 2020 to investigate the use of ATTs in private veterinary practice. A total of twenty-two (22) ATTs were recruited throughout the Pilot with further recruitment on hold. ATTs will be introduced in England on a wider basis late in 2020.
- 2.8 ATTs are authorised on behalf of the Secretary of State in accordance with the 'Policy for APHA Authorisation of Approved Tuberculin Testers in England (TR541)'. This policy sets out the working relationship between APHA, acting on behalf of the relevant Ministers, and authorised Approved Tuberculin Testers holding the Official Control Qualification (Animal Health Paraprofessional) – Approved Tuberculin Tester (OCQ(AHP) - ATT) and who are not employees of Government. APHA authorises OCQ(AHP) - ATT trained individuals to carry out tuberculosis (TB) skin testing of cattle on behalf of those Ministers.
- 2.9 CSOs are authorised in accordance with the 'Policy for APHA authorisation of Export Certification Support Officers (CSOs) in Great Britain (ET175)'. The policy sets out the relationship between APHA and the OCQ (AHP) – Certification Support Officer (OCQ (AHP) – CSO) trained and authorised individuals. APHA acts on behalf of the Ministers in England, Scotland and Wales to authorise OCQ(AHP) – CSO who seek to carry out specific tasks on behalf of those Ministers.
- 2.10 OVs and AHPs are required to revalidate their qualifications at set intervals. Revalidation is required to provide assurance that those authorised to perform official functions are maintaining and continuously improving their competence in their relevant fields of work. It is important that their knowledge is up-to-date when they carry out an official function. Evidence of training and revalidation also provides reassurance to international trading partners, particularly for export certification. Revalidation of the OCQs is therefore considered essential for duties discharged on behalf of Government.

3. SCOPE OF THE REQUIREMENT

- 3.1 The Contractor is appointed to deliver a Services Concession Contract to:
 - i. Provide a secure, online, distance learning system of training and assessment through a compendium of OCQs (as defined in Section Three (3) / Annexes One (1) – Eighteen (18)).
 - ii. Provide a fully managed service including:
 - (a) Administration of a central database(s) of Candidates and their qualifications that can be interrogated by the Contractor and the Authority;
 - (b) Design and delivery of training;
 - (c) Registration of Candidates;
 - (d) Course enrolment;

- (e) Online assessment;
 - (f) Certificate of competence;
 - (g) Authorisation;
 - (h) Conditional authorisation and practical assessment.
 - iii. Provide a secure, online, distance learning system of revalidation and assessment.
 - iv. Respond to requests from the Authority to update existing courses and develop new courses.
 - v. Provide Quality Assurance in the form of on farm audits of certain authorised OVs.
- 3.2 The Services are principally to be provided for qualified veterinarians and final year veterinary students in GB, as well as appropriate paraprofessionals who meet the qualifying eligibility criteria for the relevant qualifications. The Services may also be required by the Crown Dependencies and Overseas Territories, with any such provision being facilitated through APHA. The OCQ and revalidation courses will have to accommodate variations in the statutory frameworks and policies between England, Scotland and Wales, as well as changes to official instructions driven by new legislation or policy changes. This may be achieved by referencing Government digital sources, or other public sources of information by agreement with the Authority.
- 3.3 The Contractor is required to operate in a transparent, non-discriminatory and consistent manner, and offer a single scale of fees to all non-Government candidates. In particular, if the Contractor also holds a contract for delivery of OV services to Government, there must be a clear demarcation between the two parts of the business and they must not favour their own staff or sub-contractors in any way. The Contractor must recognise any potential issues including conflicts of interest that may result from holding the two contracts and demonstrate how they will deliver this Contract fairly.
- 3.4 Candidates will be awarded a Certificate of Competence (CoC) for each complete OCQ which will be earned through high quality training and assessment and maintained by periodic revalidation. After completion of certain OCQs (for both OVs and AHPs), individuals will need to be authorised before carrying out official tasks. APHA will provide this authorisation for Candidates based in GB upon the recommendation of the Contractor, and upon the individual successfully completing and/or revalidating the relevant OCQ. Individuals will be free to choose which OCQs to acquire and maintain according to their own needs and those of their employer(s). APHA will not provide authorisation for candidates based outside of GB. The Contractor will only be required to provide the CoC for candidates outside of GB and the relevant authority will be responsible for any authorisation and its administration.
- 3.5 OVs shall not be obliged to undertake OV work and no commitment is made by APHA in relation to the availability and allocation of Government funded OV work. Any employer of an OV or AHP would also need to satisfy themselves that the individual is suitable to meet the needs of the business, in particular that they have adequate communication skills which, in accordance with the Authority's Welsh Language Scheme, may include the Welsh language when working in Wales.
- 3.6 APHA, as the Competent Authority, reserve the right to remove any authorisation from an OV or AHP at its sole discretion.
- 3.7 This Specification of Requirements conveys the current numbers of OVs and AHPs that are validated against each OCQ at the point of tendering, and also provides information on revalidation trends and new registrations. However, the Authority provides no guarantee that these numbers and trends will be maintained throughout the duration of the Contract and the Contractor should therefore not assume otherwise. Volumes are expected to fluctuate as a result of changes in Government policy, changes in disease prevalence, changes in the demands of commercial businesses, and other factors. The scale of fees set

by the Contractor, chargeable to OVs and AHPs, will also influence take-up of OCQs and revalidation.

- 3.8 The Authority wishes to encourage strong take-up of each OCQ and revalidation to enhance the national capability for statutory disease management, including animal disease outbreaks, supporting the food and farming sector of the economy through exports and protection from animal disease risks. The Contractor shall be responsible for publicising and promoting the Service and employing innovative approaches that ensure maximum uptake of the OCQs is achieved.
- 3.9 APHA will facilitate the training needs of Government Staff who require a CoC. A separate scale of fees shall apply for all Governmental Staff. This includes those from APHA, Defra, Scottish Government, Welsh Government, DAERA, the Crown Dependencies and the Overseas Territories as required.
- 3.10 Any non-OCQ training required by APHA staff will be hosted and delivered by the Contractor free of charge to the Authority. Currently this is only applicable to the Veterinary Public Health – The Basics of State Veterinary Medicine course. This course may be used by the Contractor for Candidates other than APHA staff and fees can then be applied. Any new non-OCQ courses will be agreed with the Contractor before implementation, including the Candidates to whom the training will be available and whether fees will need to be agreed in advance for any non-APHA candidates.

4. SERVICE REQUIREMENTS

4.1 Distance learning system requirements

- 4.1.1 The Contractor shall deliver the majority of the training as Official Controls Qualifications (OCQs). These OCQs will be separated into two (2) subsets depending on the personnel to which they are applicable:
- Official Controls Qualification (Veterinary) OCQ(V) – for veterinary surgeons and final year veterinary students;
 - Official Controls Qualifications (Animal Health Paraprofessionals) OCQ(AHP) for non-veterinarians.
- 4.1.2 Successful completion of these qualifications as well as other requirements stipulated will enable the individual to be authorised as an Official Veterinarian (OCQ(V)) or an Animal Health Paraprofessional (OCQ(AHP)) subject to meeting eligibility criteria.
- 4.1.3 The Contractor shall also deliver non-OCQ training which will not require any authorisation.
- 4.1.4 The OCQs must follow the syllabi set out in Annexes One (1) to Eighteen (18), and any requirements to change content of each syllabus during the Contract must be authorised by APHA. The Contractor shall make the complete training package (including online access and any documentation relating to training, assessment and revalidation) intended to be used during the delivery of the Services available to APHA. APHA reserves the right to reject any material it deems to be of insufficient quality or inaccurate against the syllabi, with any remedial action delivered by the Contractor without financial penalty to the Authority.
- 4.1.5 The Contractor must deliver an accredited package of learning consisting of the courses detailed in Tables One (1) to Three (3) below and in the referenced annexes (Annexes One (1) to Eighteen (18)):

TABLE 1 – OCQ (V) Courses

Veterinary Courses				
OCQ (V)		High Level Summary of Subject Content	Prerequisite Qualifications	Annex
ES/ESr	Essential Skills	Principles of state veterinary medicine, working with APHA, regulation and statutory control of animal diseases and animal welfare, principles of certification, avoidance of conflicts of interest, communication, health and safety etc. A prerequisite for any other course (with the exception on OCQ (V) – CA).	N/A	1
SS/SSr	Statutory Surveillance	Statutory surveillance activities for 'endemic' diseases other than bTB; Brucellosis and Anthrax testing.	Essential Skills (ES)	2
TT/TTr	Tuberculin Testing	Tuberculin testing of cattle and other species – theory and practical assessments.	Essential Skills (ES)	3
CYTB	Cymorth TB	Specific knowledge to improve the support given to farmers in helping reduce the risk of TB and develop best practice for the Case Management of TB breakdowns in Wales. Training for delivery of a high quality, herd health focussed, disease management farm visit. A version of the course must also be provided in Welsh.	Essential Skills (ES)	4
EX/EXr	Exports General	General principles of international trade, export procedures and export certification, a foundation for the following export courses. This alone may be sufficient for certain exports for which no further training is required (e.g. insects, live fish, etc.)	Essential Skills (ES)	5
SX/SXr	Small Animal Exports	Exports of companion animals including PETS and pet birds Incorporating commercial exports of small animals, including export of small zoo and laboratory animals	Essential Skills (ES) Exports General (EX)	6
UX/UXr	Ungulate Exports	Exports of ungulates including equidae	Essential Skills (ES) Exports General (EX)	7
EQ/EQr	Equine Exports	Export of equidae only	Essential Skills (ES) Exports General (EX)	8
AX/AXr	Avian Exports	Export of poultry including Poultry Health Scheme and captive birds which are not pets	Essential Skills (ES) Exports General (EX)	9
PX/PXr	Product Exports	Export of products of animal origin including food for human consumption and animal by-products	Essential Skills (ES) Exports General (EX)	10
GX/GXr	Germinal Product Exports	Exports of germplasm including supervision of AI centres	Essential Skills (ES) Exports General (EX)	11

CA/CAr	Companion Animals	A separate self-contained qualification specifically designed for companion animal vets with minimal reference to production animal issues. No requirement to also hold OCQ(V)–ES and OCQ(V)-EX	N/A	12
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TABLE 2 – Veterinary Non-OCQ Courses

Course		High Level Summary of Subject Content	Prerequisite Qualifications	Annex
VPHB	Veterinary Public Health – The Basics of State Veterinary Medicine	A requirement for APHA veterinary staff. It must be completed by all new entrants. This qualification automatically entitles the holder to the OCQ(V) – ES qualification.	N/A	13

TABLE 3 – OCQ (AHP) Courses

Animal Health Paraprofessionals				
Courses		High Level Summary of Subject Content	Prerequisite Qualifications	Annex
OCQ (AHP) - ATT	Approved Tuberculin Tester	Tuberculin testing of cattle in England only for para-professionals (non-veterinary personnel) – theory and practical assessments. Currently use is limited to the ATT Pilot Study only for a limited number of ATTs in private practice This qualification will require amendment post-pilot to meet the requirements of ATTs in the future – either limited to APHA, limited to an extended Pilot or wider rollout into private practice	N/A	14
OCQ (AHP) - CSO	Certification Support Officer	Training for paraprofessionals who wish to work on behalf of the Government, under the direction of a Certifying Officer (CO). For collection of the evidence required for a CO to complete Export Health Certificates for animal products (excluding germinal products).	N/A	15

4.2 Contractor's Staff Requirements

4.2.1 The Contractor shall be responsible for the continual professional development of trainers/assessors involved in the delivery of any aspect of the Services and shall ensure that they are:

- Trained in the training, assessment and QA processes;
- Committed to treating Candidates impartially and objectively;
- Free from conflicts of interest with respect to Candidates and/or Veterinary organisations that may use the training;
- Available to provide services without delay across all parts of GB; and;
- Maintain current and accurate knowledge of the subject.

4.2.2 The Contractor shall ensure provision of the following personnel contacts as a minimum:

- A lead management contact, and nominated deputy;
- A lead veterinary contact, and nominated deputy;
- A lead QA contact (may be the same as the veterinary contact);
- A lead finance contact.

5.1 Managed Services

5.1 The Contractor shall provide a fully managed service as detailed below in Sections 5.2 to 5.11.

5.2 Central Database

5.2.1 The Contractor shall develop and maintain a central database which contains:

- Details of all registered Candidates (OVs, AHPs and Government individuals), including a copy of their signature ;
- Records of in progress/completed OCQs;
- In progress revalidation qualifications;
- Expiry dates;
- Authorisation Status.

5.2.2 The database shall be automatically updated, in real-time, as Candidates progress through their training.

5.2.3 The database shall provide access to APHA and relevant data made available to other contracting bodies as required. The VDPs will need to have information relating to OV authorisations to fulfil their own QA requirements.

5.2.4 Records relating to all Candidates shall be treated as confidential and the Contractor shall not release them to any third party, including any other Government organisation, without the prior written consent of APHA and in compliance with GDPR.

5.2.5 The database must provide a means of identifying Candidates from the Authority or other Government Staff including DAERA, Crown Dependencies and Overseas Territories.

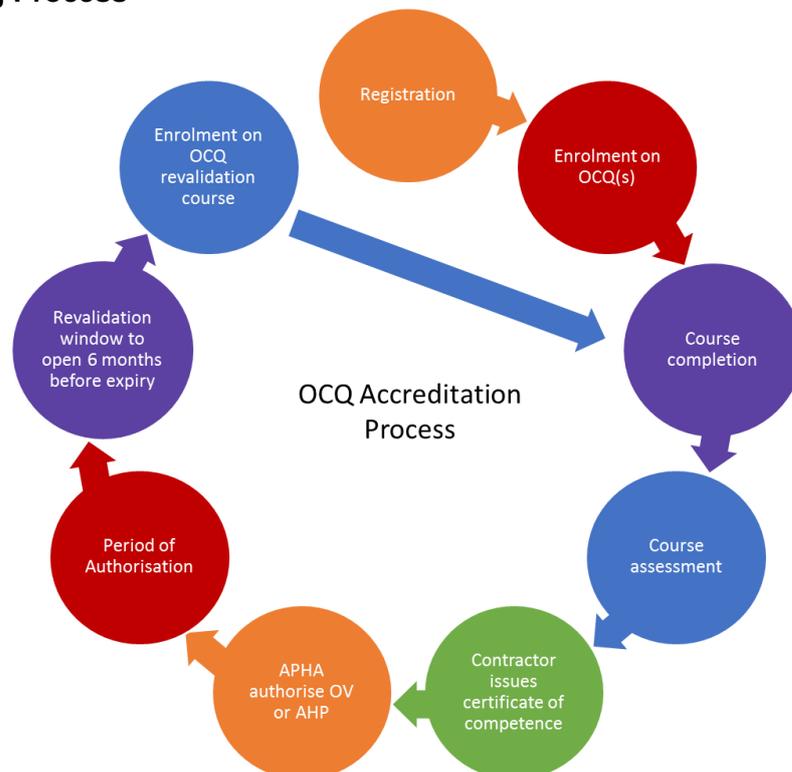
5.2.6 The Contractor shall conduct a six (6) monthly data validation process for personal data of all Candidates to ensure personal details are correct and up to date in accordance with GDPR requirements.

5.2.7 The database shall enable the Contractor to issue a number of routine and ad hoc reports to the Authority as specified in Appendix One (1). Reports must not be shared with any other party unless authorised by the Authority.

5.3 Design and Delivery of Training

- 5.3.1 The Contractor shall deliver the Services via a range of engaging and effective delivery methods with high quality, professional training materials. The Contractor's delivery methods shall reflect training and learning best practice and support the principals of accessibility.
- 5.3.2 Courses shall be constructed such that they can be worked through in stages, meaning that Candidates can save their progress at appropriate stages, with study time reduced to a minimum. The Contractor shall provide all Candidates with instant access to training from the point of enrolment and ensure minimal lead in times for assessment and revalidation.
- 5.3.3 The Contractor shall put in place sufficient course management and quality controls to ensure that the objectives of the Contract are fully met and that a consistently high standard of Service is delivered at all times. In particular, the Contractor shall ensure that throughout the duration of the Contract all course materials are kept up-to-date and reflect any developments and/or changes in the syllabus such as but not limited to regulation, procedure, technology etc. APHA will notify the Contractor of any changes to OV procedures or legislation which take place and will endeavour to provide as much notice as possible of any such changes.
- 5.3.4 All courses and any subsequent changes must be approved by the relevant APHA Course Director or delegated APHA employee before being made available to Candidates.
- 5.3.5 The Contractor must ensure that the format of the training is future proof and capable of being updated with ease to reflect advances in best practice, field applied technologies as well as Government and APHA policy updates.
- 5.3.6 Candidates will be able to use time spent on completing these courses as part of their professional CPD requirements. Each course, including revalidation will have a set maximum amount of time that can be used as CPD.

The Training Process



5.4 Registration of Candidates

- 5.4.1 The Contractor shall develop and maintain a registration system which includes:
- Pre-requisites – as defined in Table One (1) for the relevant OCQ;
 - Information Record – as a minimum to include: name, address, contact details (email and telephone), place of work e.g. practice details where relevant;
 - A download of the Candidate's signature.
 - Area in which they plan to work as an OV or ATT – England, Scotland or Wales or a combination or other (outside of GB) or unknown;
 - For the OCQ(V) – TT whether they will test under a Veterinary Delivery Partner or not; VDP/non- VDP.
 - For the OCQ(V) – TT and OCQ(AHP) – ATT a record of the candidates unique Sam number which can be added by APHA when they are conditionally authorised.
 - For OCQ(V)s either RCVS membership type and number or confirmation that the Candidate is a veterinary student who may seek to obtain authorisation if and when they become a MRCVS;
 - For OCQ(AHP)s – employer declaration of eligibility of the Candidate for the role and a conflict of interest declaration.
- 5.4.2 Candidates must register on the training website where a one-off registration fee can be charged (see Schedule Two (2) - Pricing Schedule) by the Contractor.
- 5.4.3 At registration all Candidates must be made aware of the APHA Vet Gateway and a link provided for them to access it. It must also be referred to on enrolment to each course, including revalidation courses.
- 5.4.4 Capture of the individual's MRCVS credential is not a requirement to register to undertake the OCQ (V), however, OV authorisation will only be given by APHA to Candidates who are currently on the active UK practising register of the RCVS or any EU national who is authorised by the RCVS to carry out temporary veterinary work in GB.
- 5.4.5 All declarations must be formulated as veterinary certificates and it must be made clear that false certification including impersonation of another MRCVS may be reported to RCVS for investigation as a potentially serious professional misconduct.

5.5 Course Enrolment

- 5.5.1 Following registration Candidates will be able to enrol on any course for which they are eligible. The Contractor may charge an enrolment fee for each course the Candidate enrolls on (see Schedule Two (2) - Pricing Schedule).
- 5.5.2 On enrolment for a particular course the Candidate must be informed of any other pre-requisite qualifications that are required before the Candidate is eligible to be authorised.
- 5.5.3 On enrolment the Candidate must confirm whether they require authorisation to work as an OV or AHP in GB once they have successfully completed the training and assessment. If such authorisation is requested this will usually be granted once the qualification has been successfully completed and APHA are satisfied that any other requirements have been met. It should be made clear on enrolment that authorisation to work for any other Authority (e.g. DAERA, the Crown Dependencies or Overseas Territories) will require separate authorisation from that Authority and the Candidate will be responsible for contacting the relevant Authority to seek that authorisation.

5.6 Assessment - Online

- 5.6.1 A secure, online assessment is required for each OCQ. All assessments shall be designed by the Contractor to be sufficiently robust to prevent any prospective collusion, cheating or dishonest behaviour by Candidates. The Contractor shall be responsible for assuring the identity of any Candidate completing training, assessment or revalidation.
- 5.6.2 Invigilation of online assessments is required. Candidates must have the option to select either invigilation by an individual nominated by themselves or remote invigilation provided by the Contractor. Completion of assessments must not be possible until either an invigilator is confirmed, or remote invigilation commences.
- 5.6.3 A nominated invigilator must be a MRCVS or RVN who must confirm that they accept the role before the Candidate can access the assessment. They must be physically present for the duration of the assessment.
- 5.6.4 Other professionals, including doctors or lawyers will also be accepted as invigilators if neither an MRCVS nor RVN is available. The Contractor must clarify invigilator requirements for all Candidates.
- 5.6.5 Remote invigilation must be available as an option and will be provided by the Contractor or the Contractor's approved sub-contractor. Remote invigilation will be charged to the Candidate at a pre-determined rate (specified in Schedule Two (2) - Pricing Schedule).
- 5.6.6 The Contractor must provide feedback to the Candidate following completion of the assessment including the following as a minimum:
- Pass or fail;
 - Percentage mark;
 - Feedback on questions answered incorrectly to enable the Candidate to address areas of deficiency in their knowledge. The method must reduce the risk of questions being shared widely with other potential candidates.
- 5.6.7. The Contractor will monitor the online sharing of questions and replace questions as required.

5.7 Certificate of Competence

- 5.7.1 A Certificate of Competence shall acknowledge completion of a specified OCQ and shall be issued automatically and directly by the Contractor to Candidates on successful completion of the relevant assessment. The Certificate of Competence shall include an expiry date, in line with the revalidation interval. Before expiry, the Candidate will be required to undertake the relevant revalidation course. No expiry date will be given for any course for which revalidation is not a requirement e.g. Cymorth TB or VPHB.
- 5.7.2 The Certificate of Competence shall incorporate at least but not limited to the name of the Candidate, geographical location of the OV / AHP, OCQ subject title, serial number of the certificate (to be unique and generated by the Contractor), percentage score from the assessment and the Contractor's logo or badge. It must be possible for the Candidate to print their own Certificate of Competence and/or Certificate of Revalidation. Should APHA have reason to remove authorisation from an OV / AHP, the Certificate of Competence and/or the Certificate of Revalidation whilst still valid as a record of past training will not be retained by the Contractor on their database as valid as a trigger for referral for authorisation. In this instance, the OV / AHP would be required to undertake the relevant revalidation course in order to be reinstated unless otherwise stated by APHA.

5.7.3 If the Candidate has confirmed that they require authorisation as an OV, the Contractor shall determine whether the individual has the appropriate RCVS membership before presenting them to APHA for authorisation. All prerequisite qualifications must have also been completed. It will not be possible for authorisation to be granted until all requirements have been met.

5.7.4 In the event that a Candidate fails an OCQ assessment, the Candidate shall have one opportunity to retake the assessment, once a two (2) week time period has elapsed. The Candidate shall not be required to pay the full cost of the OCQ but may be charged a nominal re-sit fee by the Contractor (as specified in Schedule Two (2) - Pricing Schedule). If a significant number of Candidates fail an OCQ then the Contractor shall investigate to analyse the reasons behind this and assess whether amendments to the OCQ training materials or assessment are required. Recommendations should be made to APHA as appropriate, and any changes to the training must be approved by the relevant APHA Course Director before being made available to Candidates.

5.8 Accreditation

5.8.1 All OCQs and revalidations (including any courses developed to meet future training requirements) shall be accredited by a professional body which is relevant to the required subject matter and recognised in England, Scotland and Wales. The Contractor shall be responsible for securing and maintaining accreditation throughout the Contract, with the cost of provision being recuperated from Candidates within the cost of their training.

5.9 Authorisation

5.9.1 Following successful completion of specific OCQs, including any prerequisite OCQs, Candidates may be eligible for authorisation as an OV or AHP.

5.9.2 APHA, on behalf of the Secretary of State, are the competent authority for the purposes of authorisation under the relevant legislation in GB: Authorisation of a veterinary surgeon as an OV or a paraprofessional as an AHP cannot be delegated to the Contractor and must be carried out by APHA, however it will be administered through the Contractor's database.

5.9.3 With the exception of the OCQ(V) – TT and the OCQ(AHP) – ATT qualifications, authorisation will usually be granted after successful completion of the online examination for the specific qualification as long as all other requirements are met.

5.9.4 To be eligible for authorisation by APHA a veterinary surgeon must be a full GB Practising Member of the Royal College of Veterinary Surgeons (MRCVS) or approved by the RCVS to practice veterinary medicine for a specified period of time in the UK as an EU national.

5.9.5 Animal Health Paraprofessionals must meet the eligibility criteria specific to the individual qualification.

5.9.6 Authorisations required for authorities outside of GB e.g. DAERA and Crown Dependencies, are the responsibility of the relevant Authority and will not be administered by the Contractor. Candidates will be responsible for providing the Authority with the relevant Certificate of Competence.

5.9.7 The Contractor shall provide APHA with electronic notification of OCQs and revalidations which require APHA authorisation. This should be an automated system where the APHA are notified when Candidates are eligible to be authorised.

5.10 Conditional Authorisation and Practical Assessment

- 5.10.1 In addition to the theory component, two qualifications also have a practical training requirement which is completed with a practical assessment before full authorisation can be granted. These qualifications are:
- OCQ(V) – TT;
 - OCQ(AHP) – ATT.
- 5.10.2 Following successful completion of the theory training examination, eligible Candidates completing either the OCQ(V) – TT or OCQ(AHP) – ATT will be granted conditional authorisation whilst pending a practical assessment.
- 5.10.3 For OVs conditional authorisation is granted for a period of four (4) months.
- 5.10.4 For ATTs conditional authorisation is granted for a period of six (6) months.
- 5.10.5 The Contractor is not responsible for delivering the practical training – the Candidate must nominate an OV holding the OCQ(V) – TT as their supervisor who will be responsible for their practical training and supervision.
- 5.10.6 Candidates must be able to nominate their supervisor at any point after enrolment on the course. The supervisor must accept this role before the Candidate can be granted conditional authorisation to test. The Candidate will however be able to complete the course and be awarded a Certificate of Confidence before a supervisor has been confirmed.
- 5.10.7 Veterinary Candidates can nominate any OV holding the OCQ(V) – TT authorisation who in turn must confirm acceptance of the role.
- 5.10.8 Paraprofessional candidates enrolling on the OCQ(AHP) – ATT must have a confirmed Approved Veterinary Supervisor (AVS) who must complete a short online training course to be provided by the Contractor as part of the OPCQ(AHP) – ATT and confirm acceptance of the role and provide the names of one or two deputies. There will be no examination at the end of the AVS course but the OV will be required to declare that they have read the content and understand what is required. There will be no additional charge for this course, it will be part of the OCQ(AHP) – ATT requirement.
- 5.10.9 AVSs must meet strict eligibility criteria as defined by APHA in order to be eligible for the role, including a fully compliant TB audit carried out in the two (2) years prior to accepting the role. AVSs will be granted approval to act as an AVS on submitting a declaration to the Contractor including the names of one (1) or two (2) OVs that meet the same criteria and who will act as deputies. The AVS may nominate a third temporary deputy AVS during the training period to accommodate the situation whereby a Candidate needs to visit another practice in order to fulfil the requirement to observe a set number of reactions. A list of all AVSs and deputies must be maintained by the Contractor and reported to APHA. This must include historical data detailing dates when the individual AVS or deputies were authorised to carry out the role.
- 5.10.10 Each ATT must have an AVS and one or two deputies at all times, even when fully authorised and must be reminded at the point of conditional authorisation, at full authorisation and as a minimum every six (6) months for the duration of the authorisation of their responsibility to keep the names of those supervisors updated. Conditional authorisation will not be granted until the supervisory requirements are recorded and authorisation will be suspended at any time that the training record lacks the details required.

- 5.10.11 On completion of the OCQ(V) – TT and OCQ(AHP) - ATT theory training Candidates must be automatically sent a request by the Contractor with an application form to register to the APHA IT system iSAM which enables them to record TB test results. Conditional authorisation will not be awarded until the Candidate is registered. APHA will confirm once a Candidate is correctly registered and add the unique Sam identifier to the training record. If a candidate has queries regarding Sam registration this will be managed by APHA.
- 5.10.12 Conditional authorisation of a veterinary surgeon as an OV or a paraprofessional as an AHP cannot be delegated to the Contractor and must be carried out by APHA, however it will be administered through the Contractor's database.
- 5.10.13 Once all of the requirements have been met, the Candidate will automatically be presented to APHA for conditional authorisation.
- 5.10.14 Whilst training, each Candidate (OVs and ATTs) will need to test a required number of cattle and see a specified number of skin reactions to the TB test before being eligible for a practical assessment. APHA will define the requirements which could be subject to change throughout the Contract. The AVS must also confirm that this requirement has been met before an ATT Candidate is eligible for the practical assessment.
- 5.10.15 The assessment criteria must follow the minimum standard set out by APHA for the audit of all TB testers to ensure that they are meeting the required standard prior to being granted full authorisation.
- 5.10.16 The Contractor is responsible for delivery of the Practical Assessment, either directly or by the use of sub-contractors.
- 5.10.17 The Contractor will seek approval in writing from APHA for anyone wishing to become an assessor for this purpose.
- 5.10.18 The Contractor shall ensure that the assessors are suitably qualified for the role and carry out ongoing reviews and evaluation of processes, performance and standards of all individuals directly employed or sub-contracted who are carrying out the work. As a minimum the assessors must hold the OCQ(V) – TT and revalidate the qualification every four years.

5.11 Arrangement of the Practical Assessment

- 5.11.1 Candidates are responsible for arranging their practical assessment with the Contractor directly. They can do this at any time during the period of Conditional Authorisation for a date when they expect to have met all the criteria. Candidates must be encouraged to book the assessment in advance giving the Contractor as much notice as possible.
- 5.11.2 The Contractor shall be obliged to complete the practical assessment before the expiry date of the Candidate's conditional authorisation, providing the Candidate has requested the assessment giving at least six (6) weeks' notice and the Candidate has fulfilled all the requirements to be eligible for assessment.
- 5.11.3 If the Candidate is unable to meet the eligibility criteria for the practical assessment prior to the expiry of the Conditional Authorisation, they can request an extension. For ATTs this will be at the discretion of APHA on a case by case basis.
- 5.11.4 Any OV that has not completed their practical assessment within the four (4) months of

Conditional Authorisation must instead have an on farm assessment carried out by their supervisor. The on farm assessment must have been carried out between two (2) and four (4) months after the date Conditional Authorisation was granted. This must be uploaded by the Candidate or their supervisor onto the Candidate's training record before the four (4) month deadline.

- 5.11.5 The Contractor will obtain a declaration from the Candidate which states the reasons for needing an extension and save this as part of their training record. They will be given two (2) options:
- not yet reached the criteria for numbers tested or reactions seen;
 - other.
- 5.11.6 If a Candidate has not met the criteria and has uploaded the on farm assessment report, the Contractor shall automatically grant a four (4) month extension. If 'other' then the request for extension will be referred, by the Contractor, to APHA for a decision.
- 5.11.7 If the Candidate has no tests scheduled that will enable a supervised test to be carried out in the required period, the request for an extension must be escalated by the Contractor to APHA for a decision.
- 5.11.8 If the Candidate fails to have the on farm assessment with their supervisor or request an extension, Conditional Authorisation must be automatically expired by the Contractor.
- 5.11.9 Reminders will be sent from the Contractor at two (2) months, one (1) month, and then weekly thereafter, and finally upon the day before the Conditional Authorisation expiry date as a minimum.
- 5.11.10 If an extension is granted then a further request for extension can be made by the Candidate following the same process.
- 5.11.11 If after another four (4) months a Candidate has still not completed the practical assessment, the Conditional Authorisation must be expired by the Contractor, other than where there are exceptional or mitigating circumstances, which should be referred to APHA for consideration.

- 5.11.12 The Contractor must ensure that Candidates have complied with the practical assessment requirements before they are put forward for authorisation.
- 5.11.13 Prior to the practical assessment the Contractor shall confirm that the Candidate can demonstrate that the requirement for the number of animals tested and the numbers of reactions seen have been met. Evidence required from the Candidate must include the CPH number of the holding where the tests were carried out, the date of test, the number of animals tested and, the number and nature of the reactions seen. For ATTs the AVS must also confirm that the requirements have been met.
- 5.11.14 The Contractor will be responsible for auditing one hundred percent of all case logs for the OCQ(V) – TT and OCQ(AHP) - ATT and Candidates must not be presented for authorisation until these have been completed satisfactorily.

6. Additional Requirements for ATTs

- 6.1 Following full authorisation, an ATT must have an on farm audit carried out by their AVS or deputy AVS.
- 6.2 The audit must be carried out between four (4) and six (6) months from the date of authorisation. The AVS or deputy AVS must complete an audit report which must be uploaded onto the ATT's training record prior to the deadline date, and also a declaration that the audit has been completed and is satisfactory.
- 6.3 The Contractor shall send out reminders to the ATT, AVS and deputy AVS in advance of the audit deadline with details on how to complete the requirement. As a minimum this will be at ten weeks and three weeks prior to the deadline date.
- 6.4 If this requirement is not completed by the six (6) month deadline, the ATT's authorisation must be automatically suspended by the Contractor and a deadline for completion set at six (6) months from the original deadline date. The Contractor will automatically notify the ATT if the authorisation is suspended.
- 6.5 In order to enable the ATT to complete the audit, the authorisation will be temporarily re-instated for a maximum of two (2) weeks when the ATT confirms a proposed audit date. This will be a manual process carried out by APHA.
- 6.6 If the audit is not completed in this time the authorisation will be suspended again and the original six (6) month deadline reset by the Contractor. The authorisation can be temporarily re-instated again at any time during the period of suspension to enable the audit to be carried out. This will be a manual process carried out by APHA who will check whether any testing was carried out during the previous period of temporary re-instatement prior to re-instating again.
- 6.7 The authorisation will be automatically fully re-instated by the Contractor with the original revalidation deadline date if the audit report is uploaded and the declaration complete within the period of suspension.
- 6.8 The authorisation will be automatically expired by the Contractor if the full requirement has not been completed by the six (6) month deadline.

7. Revalidation

- 7.1.1 The Contractor shall be responsible for providing a revalidation course with an

examination for all OCQs with the exception of OCQ(V) Cymorth TB and OCQ(V) - ES.

- 7.1.2 Revalidation of OCQ(V) – ES content shall be incorporated into revalidation of all other OCQ(V) courses so there will be no specific revalidation course for this qualification. Revalidation of OCQ(V) – EX will be limited to OVs that only require this qualification to carry out their OV work. For all other export related qualifications, the content will be incorporated into the main OCQ(V) revalidation course.
- 7.1.3 The Contractor shall apply the following revalidation intervals:
- OCQ (V) – every four (4) years (for all courses completed from 1 July 2019).
 - OCQ (AHP) – CSO every four (4) years.
 - OCQ (AHP) – ATT first revalidation after two (2) years, then every four (4) years thereafter.
- 7.1.4 A revalidation window must open six (6) months before the revalidation deadline for all OCQs.
- 7.1.5 The subsequent revalidation deadline must be set from the current deadline date if completed at any time within the six (6) month window.
- 7.1.6 In the event that a Candidate fails a revalidation assessment, the Candidate shall have one opportunity to retake the assessment, once a two (2) week time period has elapsed, provided that this occurs within the OCQ revalidation period or in the six (6) months following the revalidation deadline. In the event of a retake the Candidate shall not be required to pay the full cost of the revalidation but may be charged a nominal re-sit fee by the Contractor. If a significant number of Candidates fail a revalidation course then the Contractor shall investigate to analyse the reasons behind this and assess whether amendments to the revalidation course or assessment are required.
- 7.1.7 In the event that a candidate fails the revalidation assessment on two occasions they will be required to successfully complete the full course rather than the revalidation course in order for the qualification to be reinstated.
- 7.1.8 In addition to completing an online course, veterinary candidates must also provide the Contractor with evidence that they have completed at least ten (10) hours of relevant CPD during the revalidation interval in order for the revalidation to be considered complete.
- 7.1.9 If a Candidate fails to complete revalidation before the OCQ expiry date the Candidate will be deemed to have lost their OCQ and will be notified by the Contractor in writing. Options for regaining the qualification as detailed in point 7.1.12 must be provided.
- 7.1.10 When the OCQ expiry date is reached, APHA must be automatically notified so that the authorisation can also be expired. Where the authorisation expiry is specified as automatic, this will not be required.
- 7.1.11 Candidates must be given an option to confirm on their training record if they will not revalidate any OCQ(V) in advance of the expiry date. In the event that a candidate confirms on their training record that they will not revalidate a particular OCQ(V), the Contractor shall ensure that a system is in place to automatically expire the authorisation once the revalidation deadline has passed.
- 7.1.12 Candidates who fail to revalidate by the deadline will have a six (6) month period after the revalidation deadline date in which they can sit the revalidation in order to have their qualification reinstated, after which Candidates will need to undertake the full OCQ course in order to have their qualification reinstated and will be liable for the full cost of the OCQ.

- 7.1.13 A minimum of 10% of Candidates completing revalidation courses must be selected for verification by the Contractor to ensure that they have completed all requirements to a satisfactory standard, e.g. CPD record submitted.
- 7.1.14 Any OV already holding the OCQ(V) – SX will be permitted to choose to complete either OCQ(V) – SX or OCQ(V) – CA at revalidation to meet the requirements of the work they intend to carry out. They will then subsequently hold the authorisation for whichever one they choose to do. Those holding OCQ(V) – CA will not be able to choose to revalidate OCQ(V) – SX without completing the full SX course along with any pre-requisites that are not already held.
- 7.1.15 Any OV already holding the OCQ(V) – UX will be permitted to choose to revalidate either OCQ(V) – UX or OCQ(V) – FA at revalidation in order to continue to carry out farm animal export work. They will then subsequently hold the authorisation for whichever one they choose to do. Those holding OCQ(V) – FA will not be able to choose to revalidate OCQ(V) – UX subsequently without completing the full OCQ(V) - UX along with any pre-requisites that are not already held.
- 7.1.16 Any OV already holding the OCQ(V) – UX will be permitted to choose to revalidate either OCQ(V) – UX or OCQ(V) – EQ at revalidation in order to continue to carry out equine export work. They will then subsequently hold the authorisation for whichever one they choose to do. Those holding OCQ(V) – EQ will not be able to choose to revalidate OCQ(V) – UX subsequently without completing the full OCQ(V) - UX along with any pre-requisites that are not already held.
- 7.1.17 If the ATT role continues after the Pilot then there could be up to eighteen (18) ATT Candidates that will be required to revalidate between the contract start date and the 13 September 2020. In the event that the ATT revalidation course is not available for these candidates at the time they choose to revalidate, they will need to complete the full OCQ(AHP) – ATT theory course and assessment. The Contractor will charge the Candidates the revalidation fee only to any of these eighteen (18) ATTs completing this course and the next revalidation date will be set accordingly.

7.2 Additional Requirements for Revalidation

- 7.2.1 For the OCQ(V) – TT and OCQ(AHP) – ATT Candidates must also meet additional requirements prior to completing the declarations on successful completion of the course. For ATTs the AVS must confirm that these requirements have been met.
- 7.2.2 Candidates must declare to the Contractor that they have:
- tested the required number of animals within the revalidation interval.
 - either had an APHA, VDP or VPT Contractor audit during the revalidation interval.
- 7.2.3 Where an audit has not been carried out within the revalidation interval an OV can alternatively use evidence of a Peer Review. Peer Review is not an option for AHPs.

7.3 Peer Review

- 7.3.1 If an OCQ(V) – TT holder has not had an audit in the revalidation interval they will be able to request a Peer Review on their training record, nominating their Peer Reviewer.
- 7.3.2 The Peer Reviewer must hold OCQ(V) – TT authorisation and have had a fully compliant APHA, VDP or VPT audit in the previous four (4) years and must sign a declaration to that effect.

- 7.3.3 For each Peer Review request the Peer Reviewer will be given access to a short online training course, which is part of the OCQ(V) – TT revalidation, even if they have recently completed a Peer Review for another OV. There will be no examination at the end of the course but the OV will be required to declare that they have read the content and understand what is required. There will be no separate charge for this course, it will be part of the OCQ(V) – TT revalidation.
- 7.3.4 Details of the content of the Peer Reviewer training is included in the revalidation syllabus (Annex Sixteen (16)). The following points must be clearly covered in the training.
- An essential component of peer review training is veterinary certification – the findings at the audit regarding the OVs level of compliance with the TB testing SOP is veterinary certification.
 - The training will include guidance on the escalation protocol to APHA when non compliances are detected.
- 7.3.5 On completion of the training the Contractor will present the Peer Reviewer with a declaration to sign, in which they will be accepting the role and confirming that they have had a fully compliant APHA, VDP or VPT audit in the four (4) years prior to signing the declaration.
- 7.3.6 On completion of the declaration a three (3) month deadline will be given for completion of the Peer Review. If this is not completed by the deadline, the Peer Reviewer will be required to complete the training and declarations again for that OV.
- 7.3.7 The Peer Review report must be uploaded onto the OVs training record. This report will include a declaration that the reported findings are a true record.
- 7.3.8 The Contractor will audit a minimum of 10% of Peer Review reports and APHA will request reports for review as required, and as detailed in Appendix One (1).

7.4 Communication with Candidates

- 7.4.1 The Contractor shall provide reminders to candidates in advance of revalidation. The Contractor should develop a plan on how reminders will be sent to Candidates.
- 7.4.2 As a minimum reminders should be sent a month before the six (6) month revalidation window opens and then monthly until a month before the revalidation date when reminders should be sent weekly and the day before.
- 7.4.3 The Contractor shall provide support to Candidates as a minimum via telephone and email to answer enquiries.
- 7.4.4 The Contractor shall respond to enquiries within two (2) working days of receipt. An automated email response will not be classed as an acceptable response.
- 7.4.5 The Contractor shall resolve enquires within five (5) working days. Where a response has been sent by the Contractor and resolution depends upon APHA advice which is delayed beyond the five (5) working days, this target is not applicable.

8. Development

- 8.1 The Contractor shall undertake a review of all courses as a minimum on an annual basis, in conjunction with APHA Course Directors. The Authority shall not incur any charges for this review. This will include assisting with update of the syllabi.
- 8.2 Content changes to all courses that are required throughout the Contract will not incur any charges to the Authority. This will include but is not limited to any updates following changes in policy and processes, clarity on areas where knowledge deficits may have been identified or where new material is made available for example from publication of scientific papers. The frequency of change will vary but as a minimum all revalidation courses must have some content update every four (4) years.
- 8.3 Support and input from the Contractor to the drafting of OV communications including but not limited to APHA Briefing Notes or journal articles or letters will not incur any charges to the Authority.
- 8.4 The Contractor shall ensure that the central database is flexible enough to accommodate all reasonable requests for revised or new reports not listed in Appendix One (1) without incurring any charges to the Authority. Such scenarios may include where the required data is already held on the database and within a time period agreed between the Contractor and the Authority to enable the Contractor sufficient time to set up the new reports.
- 8.5 Any costs associated with significant requests that involve fundamental changes to the central database in order to produce a revised or new report will be considered by the Authority on a case by case basis. The Contractor should not commence any work that will involve additional costs without prior approval, in writing, from the Authority and confirmation of funding.
- 8.6 Development of new courses will not incur any costs to the Authority where APHA supply the course materials, including those specified below:
- Farm Animal OCQ(V)
 - Farm Animal OCQ(V) Revalidation
 - Certifying Officer OCQ (AHP)
 - Certifying Officer OCQ (AHP) revalidation
 - CSO OCQ (AHP) revalidation
 - ATT OCQ (AHP) revalidation.
- Development costs for all new courses are shall be recuperated by the Contractor from fees payable (as defined in Schedule 2 – Pricing Schedule) by Candidates once the new course is available for use.
- 8.7 The Contractor may, with prior approval from the Authority in writing, recharge development costs, excluding updates referred to in Sections 8.5 and 8.6, for major changes to courses which include but are not limited to:
- (a) Any significant updates to IT systems required as a result of new requirements from the Authority during the Contract.
 - (b) Any changes to existing courses that result in a restructure of the course presentation as a result of changes required by the Authority. It will not include improvements to the presentation of the training as required by the accrediting body or improvements applied by the Contractor themselves.
- 8.8 All costs relating to such development work should be fully costed, itemized and agreed, in writing, between the Contractor and Authority in advance of work commencing.
- 8.9 **New Course Development:**

8.9.1 Tables four (4) and five (5) below provide a summary of new courses that the Authority intends to develop during the Contract. This is not an exclusive list and the Authority may require the development of other new courses during the Contract.

TABLE 4 – New OCQ(V) Courses

OCQ(V)		High Level Summary of Requirement	Deadline for Implementation
FA	Farm Animal Exports	Provision of a farm animal specific qualification. Currently covered under the Ungulate course which also includes equine.	██████████
FAR	Farm Animal Exports	Revalidation of the farm animal exports course. Interval - 4 years. 6 month window for revalidation.	██████████
Laboratory and Zoo Vet Exports	Laboratory and Zoo Vet Exports	Proposal Only. Under discussion following the 2018 OCQ(V) Review. APHA are investigating the requirements of these specialist groups in liaison with Laboratory Animals Veterinary Association (LAVA) and the British Veterinary Zoological Society (BVZS). No firm decisions as yet regarding course requirements.	██████████ ██████████
Laboratory and Zoo Vet Exports revalidation	Laboratory and Zoo Vet Exports	Only if main course is developed. Revalidation Interval - 4 years. ██████████ 6 month window for revalidation.	██████████

TABLE 5 – NEW OCQ(AHP) Courses

OCQ(AHP)		High Level Summary of Requirement	Deadline for Implementation
CSOr	Certification Support Officer	Revalidation of the CSO qualification. Interval - 4 years. ██████████ 6 month window for revalidation.	██████████
CO nv	Certifying Officer non-veterinary	Training module for non-veterinary eligible persons prior to designation as a Certifying Officer for export certification of specific commodities.	██████████
CO nvr	Certifying Officer non-veterinary	Revalidation of the CO nv qualification. Revalidation interval – 4 years. ██████████ 6 month window for revalidation.	██████████
ATTr	Approved Tuberculin Tester	Revalidation of the Approved Tuberculin Tester. Revalidation Interval – 2 years initially, then 4 thereafter. ██████████ 6 months window for revalidation. ██████████	██████████ ██████████

8.10 Current Course Uptake (including Government Staff)

8.10.1 Table Six (6) below provides a summary of current course uptake and annual trends.

8.10.2 This information should only be used as a guide as course uptake should be expected to change due to external influences (i.e. policy and political changes, demands of the commercial export markets, veterinary workforce, etc), as well as influenced by the fees

set by the Contractor against each course and the cost/gains analysis conducted by the veterinarian. If the training and assurance package is expensive or inconvenient to access then the numbers of OV's wishing to use the service is likely to drop.

TABLE 6 – Numbers of New Candidates *Enrolling* on OCQ(V)s – excluding Revalidations

	ES	TT	SS	EX	SX	UX	PX	AX	GX	CA	EQ	Total
2014 part year	210	186	10	13	3	11	15	5	2	225	0	680
2015	443	332	118	198	76	97	51	22	20	577	0	1,934
2016	410	298	95	155	21	84	60	21	14	621	0	1,779
2017	391	282	85	173	35	76	83	18	12	654	4	1,805
2018	444	331	88	190	32	60	103	24	18	674	63	2,025
2019	805	282	85	943	40	85	1035	28	20	656	63	4042
Total	2703	1707	476	1672	207	413	1347	118	86	3407	129	12265

EQ - only 1 full year (2018)

* Includes *all* enrolments including those where authorisation as an OV is not required.

8.10.3 Table Seven (7) below provides an estimation of potential revalidation requirements based upon current OV's that are accredited. Again this information should only be used as a guide and should be expected to change due to external influences.

TABLE 7 – Future OQC(V) Revalidations due

Year	Month											
	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
2020	119	106	1475	114	158	139	146	214	220	244	184	130
2021	193	202	1204	444	136	212	1612	856	318	262	201	99
2022	135	86	105	76	83	63	90	122	121	166	122	78
2023	117	157	365	393	379	206	93	114	120	161	165	134
2024		556*	1481*	7687*								

Numbers only include candidates authorised as OV's.
 In blue - 'Blocks' of Revalidation due to previous Grandfather Rights expiry dates.
 *Predicted due to known block revalidations of OCQ(V) - CA and OCQ(V) – SX. Dates beyond 2023 are otherwise difficult to predict as it will depend on the numbers revalidating in the next 4 years.

8.10.4 The Authority wishes to see a high level of uptake of training and revalidation against each OCQ in order to enhance the national capability to respond to statutory diseases including emergency outbreaks. OV services also support economic recovery through exports and protecting the livestock sector from disease risks. The Contractor shall be responsible for publicising and promoting the training and shall employ innovative approaches that ensure maximum uptake is achieved.

8.10.5 When the current OCQ system was launched in 2015 a significant number of OV's were granted 'Grandfather Rights'. This effectively allowed OV's to be accredited against

various OCQ(V)s as appropriate for work that they undertook without having to take the full course. All OV's that were originally granted Grandfather Rights have now been through a Revalidation Course in order to retain their OCQ(V), however this has resulted in blocks of OV's requiring revalidation within a similar time period. This is evident from Table Seven (7) below, and the Contractor should ensure that they are sufficiently resourced in anticipation of those blocks of revalidation to effectively support OV's as required.

8.10.6 The established blocks of revalidation are as follows:

- March 2020 – TT
- March 2021 – SS
- July/August 2021 – PX, GX, UX, AX, EQ
- Feb/March 2024 – CA
- April 2024 – CA and SX
- May/June 2024 – ES and EX although revalidation of ES will no longer be required and only a limited number of OV's will require revalidation of EX.

TABLE 8 – Numbers of OV's who are authorised under each OCQ(V)

Course	Total Number of OV's authorised – as at 8 January 2020
ES - Essential Skills	4288
EX - Exports General	2397
AX - Avian Exports	167
CA - Companion Animals	6985
EQ - Equine Exports	399
GX - Germinal Products Exports	94
PX - Product Exports	1156
SX - Small Animal Exports	436
UX - Ungulate Exports	638
SS - Statutory Surveillance	979
TT - Tuberculin Testing	2209

TABLE 9 – Current Numbers of AHPs

Course (OCQ – AHP)	Total: 13 January 2020
ATT* – Approved Tuberculin Tester (Pilot only).	Fully Authorised – 15 Conditionally Authorised (pending practical assessment) - 3
CSO** – Certification Support Officer	Authorised (GB) – 86 Holding the OCQ but not GB authorised – 608
*ATTs participating in the Pilot Study only. Future numbers cannot be predicted	
**CSOs were a recent addition as part of Government EU Exit contingency planning, and numbers are not therefore reflective of future demand	

9. Quality Assurance Provision for Tuberculin Testing.

- 9.1 The Contractor shall be responsible for provision of some field audits for OV's holding the OCQ(V)-TT under the direction of APHA to monitor the application of standards of TB testing by OV's. APHA will identify OV's for audit and notify the Contractor in writing of the audits required.
- 9.2 In England, the Contractor will be responsible for completing the majority of field audits for any OV that carries out TB testing outside of the Veterinary Delivery Partner (VDP) contracts. The Contractor will not be responsible for the field audits of OV's carrying out testing under the VDP contracts.
- 9.3 The Contractor will not have any responsibility for routine field audit in Scotland or Wales but may be asked to provide field audits on an ad hoc basis if required. This would be following consultation between APHA and the Contractor to agree on the requirements and delivery of such audits.
- 9.4 APHA will carry out audits for any OV as considered necessary either instead of or in addition to the Contractor.
- 9.5 In England the costs of the field audits will be met by the OV for whom the audit is being carried out. This will be a fixed price as defined in Table 1 in Schedule 2.
- 9.6 Payments for audits will be required in advance of the audit being carried out. Payment will be non-refundable where the tester has failed to give one or more working days' notice of any testing changes that result in a failed visit. The tester will be required to pay the full fee for another audit visit. The tester will not be expected to pay an additional fee in exceptional circumstances where the tester or practice could not have given the required period of notice. The Candidate will need to provide written evidence of the reasons and where this is not satisfactory, the decision will be at the Contractor's discretion. In cases where the Candidate incurs an additional charge, APHA must be sent the details. This will include sudden tester illness or accidents that occur within one working day of the test which prevents them from carrying out the test and also late cancellations by the keeper.
- 9.7 In Scotland and Wales the responsibility for payment of the audits will be discussed and agreed in advance of provision. APHA, Scottish Government or Welsh Government may choose to subsidise or meet the full cost of these audits.
- 9.8 In England requests for audit will be sent on a monthly basis to the Contractor by APHA. These audits may be routine or in some cases targeted audits resulting from information held by APHA that indicate the individual requires a priority audit. This information could be from one (1) or more sources and particularly from:
- a. OV performance data produced by APHA.
 - b. Reports of non-compliance which may come from an external source such as a farmer, veterinary practice or another OV.
 - c. Follow up to previous non-compliant audit.
- 9.9 OV's working outside of the VDPs will require routine audit once every three (3) years and APHA will provide the Contractor with a minimum of six months' notice for these routine audits. Targeted audit requirements will be unpredictable and will need to be prioritised over the routine audits. In general targeted audits will need to be carried out within six (6) weeks of notification unless there is good reason for a more urgent audit. APHA will agree with the Contractor whether they can carry out an audit at notice shorter than six (6) weeks.

- 9.10 Auditors can be either directly employed by the Contractor or may be employed by an appropriate sub-contractor.
- 9.11 Auditors must hold the OCQ(V) – TT qualification and be authorised as an OV to carry out TB testing. This includes the need to revalidate the qualification as for any OV.
- 9.12 The Contractor shall ensure that the auditors are suitably qualified for the role and carry out review and evaluation of processes, performance and quality of all individuals directly employed or sub-contracted who are carrying out the work. As a minimum the assessors must hold the OCQ(V) – TT and revalidate the qualification every four years. The Contractor shall provide assurance to APHA that an auditor meets the required qualifications and meets the Contractors Quality Assurance criteria in order to carry out this role. The Contractor shall provide the Authority of details of their QA criteria for auditors as part of their Quality Assurance system.
- 9.13 The Contractor shall ensure that field audits of TB Tests are in accordance with APHA's protocol as detailed in the OV instructions on the APHA Veterinary Gateway at any given time.
- 9.14 APHA will provide a minimum standard of audit that must be used by the Contractor for these audits. This minimum standard can be found at Appendix Two (2).
- 9.15 These audits will be a combination of announced and unannounced with a minimum of twenty five (25) per cent being unannounced. OVs will be responsible for providing the Contractor with details of when tests will be carried out to facilitate audit.
- 9.16 Where an OV fails to comply with the requirement for audit the Contractor will notify APHA giving details and where applicable APHA will contact the OV in writing with a deadline by which the audit must be completed. Failure to comply by the deadline will result in suspension of the OVs authorisation. The deadline will be set at four (4) months from the date of the letter. This may be extended in exceptional circumstances at APHA discretion. This may include:
- a. No tests completed within the specified period;
 - b. OV on maternity leave or long term sick leave;
 - c. Contractor fails to deliver for some reason.
- 9.17 The Contractor shall ensure that auditors take corrective action on audit findings as necessary, including but not limited to:
- a. Instigation of immediate corrective action during the test where appropriate;
 - b. Immediate reporting to APHA of any failures that might invalidate a test;
 - c. Follow up letter to the OV for minor non-compliances including details of the non-compliance and corrective action required.
- 9.18 The Auditor shall provide a written report of each audit which must be retained by the Contractor and be readily available to APHA at any time. Audits with any non-compliance must be highlighted to APHA for review so that any further action can be initiated.
- 9.19 The Contractor shall provide monthly reports to APHA of all audit findings and consolidate these reports into quarterly and annual summary reports.
- 9.20 The Contractor shall assist APHA in any investigations into individual OV performance resulting from findings at audit carried out by the Contractor.

9.21 The Contractor may also be required to audit ATTs working outside of the VDPs. The process will follow that of the OV's with the exception that ATTs must be subject to audit every two (2) years. Fees will be recoverable from the Candidates.

9.22 Based on the current situation, it is expected that there will be approximately seventy-five (75) to eighty (80) OV's in England working outside of the VDP when this Contract commences. However that number is subject to variation and may change once the new VDP contracts are in place in 2021.

9.23 [REDACTED]

APPENDIX 1 – REPORTS

Report	Frequency Required
Numbers holding each OCQ(V) and OCQ(AHP) – authorised OVs and AHPs; Total numbers for each authorisation plus split into England, Scotland and Wales.	Monthly totals for each in a running table (that shows previous all month's figures as well).
Numbers holding each OCQ(V) and OCQ(AHP) by post code district of registered address.	6 monthly and as request.
Total number of OVs (as distinct from number of OCQ(V)s held) split into England, Scotland and Wales.	Monthly.
Numbers holding each OCQ – non – authorised. E.g. Crown Dependencies, DAERA.	6 monthly
Number enrolling onto OCQ main course each month.	Annually
Number revalidating each OCQ each month.	Annually
Number of each qualification expired.	Monthly
Number of each authorisation expired.	Monthly
Number of APHA staff holding various OCQs / authorisations, split into England, Scotland and Wales.	Annually and on request.
Number of APHA staff holding VPHB.	Annually and on request.
Report on Peer Reviewers – number, names, and location, date accepted role and reviews undertaken (OV name, number, location and date).	Quarterly.
Report on OVs that have used Peer Review for revalidation.	Quarterly.
List of all ATTs (names, number and location, date authorised, name of AVSs).	Immediately accessible to APHA as required.
List of all AVSs (name, number, location, date of authorisation) and their associated ATTs (name, number and location)	Immediately accessible to APHA as required.
List of all CSOs (Name, number, location, date of authorisation) and their associated supervising OV (name, number and location).	Immediately accessible to APHA as required.
APHA to be able to check any OV to ensure authorised appropriately at the time of carrying out any OV work – including historical data plus allowing authorised APHA staff to check export certifications in bulk.	As required.
APHA to be able to see the complete individual records of all OVs and ATTs.	As required.

APPENDIX 2 – MINIMUM STANDARD AUDIT REQUIREMENTS FOR TUBERCULIN SKIN TEST AUDITS

The following audit checklist represents the minimum standard of audit that must be delivered for all TB testers carrying out the Tuberculin skin test, regardless of who is delivering the audit.

This minimum standard may be enhanced by audit providers to satisfy their own audit requirements.

The nature of the non-compliances that may be encountered are indicated and rated according to severity. The categories are based on the **potential** impact the non-compliance could have, not on the **actual** impact on the test being carried out. Any non-compliance that falls into the 'critical' category could potentially affect the validity of the test. The category of non-compliance will inform the decision regarding the nature and severity of the sanctions to be applied (see Part 2 below).

Auditors must also refer to the TB Auditing Standard Operating Procedure Document (TR315) - the areas to be covered during the auditing process.

Prior to conducting an audit the auditor must confirm that the person to be audited holds the correct authorisation to test - either under the:

- Official Controls Qualification (Veterinary) - Tuberculin Testing (OCQ(V) - TT) for veterinary surgeons or
- OCQ(Animal Health Paraprofessional) - Approved Tuberculin Tester (OCQ(AHP) - ATT) for paraprofessionals.

ASSESSMENT AREA	Category of Non-compliance				
	SATISFACTORY	NOT SATISFACTORY			UNACCEPTABLE
		Minor	Intermediate	Major	
Time of reading of test	Test completed within 72 +/- 4 hours of TT1.				Failure to turn up at TT2. Test not started or completed within 72 +/- 4 hours. (Escalate to APHA for advice)
Official Veterinarian (OV)	Same OV testing on TT1 is reading on TT2 unless APHA authorises otherwise.			A different OV reads on Day 2 without APHA authorisation. (Escalate to APHA)	

Hygiene					
Protective clothing	All protective clothing must cover any normal clothing completely, be clean on arrival, suitable for cleansing and disinfection (C&D), or can be removed and sealed in a bag prior to leaving the premises e.g. Wellington boots plus protective layer which is removed before leaving the farm. Brown coats/paper overalls which are removed and bagged before leaving the farm.	Clean but incomplete protective outer layer and no spares available. Waterproof Personal Protective Equipment (PPE) items significantly perished or damaged so that clothing underneath is exposed.		Soiled or no protective clothing prior to start of testing. Failure to agree to C&D or about to start test without having completed C&D.	
PPE Cleansing and Disinfection (C&D)	OV spotless. C&D completed before and after testing. Use of an approved disinfectant at correct dilution.	Disinfectant dilution is not accurately measured. A part of the C&D, equipment is missing but procedure still carried out effectively.	Poor C&D technique. C&D not completed before testing (unless clean/new kit then reduce to minor). Significantly incomplete C&D equipment.	No C&D of PPE after testing or both before and after testing. No disinfectant or use of a non-approved disinfectant.	
Equipment Cleansing and Disinfection (C&D)	Test equipment visibly clean.		Test equipment not cleaned/disinfected after testing.	Dirty testing equipment. No C&D equipment for cleaning test equipment (N/A if going back to practice to clean and all kit properly bagged to prevent contamination).	

Vehicle Cleanliness	Vehicle clean on arrival other than any dirt that would reasonably be expected to be caused by the journey to the farm.		Vehicle dirty on the outside and visibly contaminated with manure/slurry but vehicle not taken into animal area.	Vehicle dirty on the outside and visibly contaminated with manure/slurry and	
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				vehicle taken into animal area. Vehicle contaminated with faeces inside and out - irrespective of where parked on the premises.	
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Tuberculin					
Tuberculin storage	Vials protected from light, adverse temperature and dirt. Stored according to data sheet	Poor stock control - unnecessarily high amount of vials unrefrigerated in vehicle.	Not stored according to data sheet. Dirty vials.		Not stored according to data sheet and likely to affect efficacy of the test - frozen/overheated.
Tuberculin use	New un-broached vials. Use of corresponding Avian and Bovine batch numbers. Only one set of corresponding batches used for test. In date. Adequate number of vials.	Avian and Bovine tuberculin batch numbers correspond, but more than one set of corresponding batches used. Poor stock control or high wastage of tuberculin.	Tuberculin batch numbers recorded incorrectly for test report.	Use of broached vials.	Use of out of date tuberculin. Use of vials which have visibly contaminated contents. Non corresponding Avian and bovine batch numbers used.

Equipment					
Testing equipment	Functional and well maintained: Syringes, clippers/scissors Callipers. Avian and Bovine syringes clearly identified.	Failure to bring evidence bags. (E+W only). Only one syringe identified from the start of the test.	Failure to carry functional testing equipment. (E+W only).		Attempting to test with non-functional, missing, incomplete or equipment. Not listed in the TB Skin Testing Protocol. Neither syringe clearly identified as Avian and Bovine.
Spare equipment	Full set of syringe spares or spare syringe. Spare scissors. Spare callipers.	Spare and primary callipers not clearly identified.			NB: Attempting to complete the test with incomplete set of equipment.

	Spare callipers clearly identified. Spare readily available.	Partly incomplete set of syringe spares/needles unlikely to impede test and ready access to spares. No spare callipers on first or second day-but ready access to spares.			
Equipment to swab/change the needles	Enough spare needles. Tester carries cotton wool and surgical spirit or an equivalent to swab the needles. Clean cotton wool at start of test.		Dirty cotton wool swabs used.	No swabs or spirit or equivalent used to disinfect the needles.	
Test Performance					
On Arrival	Syringes loaded from new vials before the test.			Attempt to start a test with guns loaded with	

				tuberculin on arrival.	
Animals identified	All ear tags read and recorded. TT1 and TT2. If no official ear tag present, other unique identifier recorded. If temporary ID required, unique marker given and recorded.	An unintentional reading/recording error, which is suitably rectified and does not affect test result.	If no official ear tag present and failure to use a suitable unique marker.	Repeated reading or recording errors. Any errors which may affect the test result.	Not all official ear tags/identities read and recorded. (TT1 or TT2)
Injection site location	Consistent and appropriate siting of injections. Suitable secondary sites chosen when needed. Auditors can use some discretion when assessing the suitability of the secondary site -		One animal has an inappropriate injection site location with no reasonable explanation. 2 nd injection placed in same injection site.	10% or more animals with inappropriate injection site locations and no reasonable explanation.	Multiple, consistent inappropriate injection locations. Choosing an injection site that would be likely to invalidate the test result.

	injections placed outside of the middle third of the neck may be invalid and where there is doubt cases must be referred to APHA for a decision. Both sides of the neck used for e.g. small calves.				
Injection site visibility	All clip marks are visible. All injections placed in clipped area.	One animal has a single clip mark to place both injections.	Two or more animals have a single clip mark to place both injections. One or two injections not placed in clipped area.	10% or more animals with no visible clip marks. Consistent intentional failure to make two clip marks, one per injection. Three or more	Consistent intentional failure to clip. No visible clip marks Consistent failure to ensure injections placed in clipped area.

				injections placed outside clipped area.	
Skin measurement technique	Skin measured before injection. Callipers consistently used accurately. Use of two handed technique. Measurements recorded.		One animal not measured accurately, but does not affect the outcome of the test. One animal measured with one hand. Skin measured after injection.	Accuracy of measuring technique questionable. Two or more animals measured inaccurately, but does not affect the outcome of the test. Two or more animals measured with one hand.	Clearly or intentionally inaccurate measurements taken. Consistent failure to measure using both hands. Inaccurate measurement affects test outcome. Skin estimates used instead of calliper measurements. Not all skin thicknesses measured/recorded and not corrected on the day.
Intradermal injection technique	Use of injection technique which will consistently produce an effective intradermal injection. All injection sites examined showed evidence of an effective intradermal				Consistent intentional failure to use a technique which would achieve an effective intradermal injection. NB: Professional judgement should be used to determine if a successful intradermal injection has been achieved. In fatty or very thick skin (e.g. adult breeding bulls) with
	injection. Avian and Bovine tuberculins are administered in the correct injection sites. (Avian top, Bovine bottom). Tester is fully aware of the protocol to follow if the syringe has been filled with the wrong tuberculin.				apparent good technique the nodule can be subtle. Wrong tuberculin injected in wrong site and not corrected by reinjection at alternate site or error not recorded on TB52 - critical for the animal(s) affected. The syringe is accidentally filled with the wrong tuberculin and the protocol is not followed.
Inspection and Palpation of	All sites visually inspected to verify that the area is		No inspection/recording of lumps/blemishes on neck,	Injection at sites with prior	Consistent repeated failure to palpate to verify intradermal injection.

injection sites Day 1	clearly blemish-free and relevant findings recorded. All sites palpated after injection to verify effective intradermal injection unless nodule visible. When not confirmed a suitable secondary site is chosen. This action is recorded.		but injections not carried out at sites with lumps/blemishes.	lumps/blemishes and no inspection/recording of skin blemishes on the neck.	NB: Professional judgement should be used to determine if a successful intradermal injection has been achieved. In fatty or very thick skin (e.g. in adult breeding bulls) with apparent good technique the nodule can be subtle.
Needle changes	Needles changed between farms. Needles changed during the test when appropriate i.e. bent blunt, visibly contaminated with blood/faeces etc.	Needles used when clearly bent or blunt but producing a nodule		Needles not changed but cleaned with swabs when visibly contaminated with blood or faeces.	Needles used when visibly damaged and not producing a nodule. Grossly contaminated needles not changed. Evidence that needles not changed between farms.
Needles swabbed	Needles swabbed between every animal. On inspection swabs are moist and clean. Cotton wool or cotton swabs used- in holsters or separately Surgical spirit used.	Needles swabbed at irregular intervals. On inspection swabs have been allowed to become dry or very dirty. Non-approved disinfectant used.	On inspection swabs are dirty.	No attempt to swab needles between animals. No swabs or spirit carried for this purpose.	
Palpation and measurement of injection sites Day 2	All animals palpated. All skin reactions are detected if present. If reaction/s is/are present both skin sites are measured and recorded. The nature of the skin reactions are recorded (e.g. presence of oedema).		All animals palpated, but failure to detect, measure or record one or two skin reactions or findings (no impact on test result). Both sites not measured when a single reaction found.	Failure to palpate, detect, measure or record skin reactions or findings in two or more sites (no impact on test result).	Not all animals palpated. Clearly inadequate attempt to palpate. Consistent intentional failure to detect, measure or record skin reactions. Failure to detect, measure or record skin reactions which impact on test result.

<p>Interpretation of skin measurements</p>	<p>Day 1 and Day 2 measurements are compared while the animal is restrained. Any Day 1 remarks reviewed. Correct interpretation using prescribed level of severity. Carries an appropriate test interpretation chart. NB: handheld device works out Reactors and Inconclusive Reactors (IRs) so no chart required.</p>	<p>Failure to possess or use an appropriate interpretation chart or alternative system (no impact on test result).</p>	<p>Day 1 and Day 2 measurements are compared once the animal is released (no impact on test result).</p>	<p>Failure to identify Reactors or IRs due to incorrect interpretation used (test validity not affected but further OV training may be required).</p>	<p>Failure to possess Day 1 data/skin measurements. Failure to compare Day 1 and Day 2 measurements. Failure to review Day 1 remarks.</p>
<p>Additional Tasks</p>					
<p>Reactor tagging TT2 only</p> <p>NB: Scotland - metal reactor tag is applied by APHA staff only</p>	<p>Tags correctly applied in a secure site with minimal trauma. Both tag parts carry the same number. Tag number recorded against animal ID. Tissue sample successfully collected. Sample placed in a fully labelled evidence bag. Sufficient reactor tags carried or readily available i.e. at least five tags (unless fewer than five animals tested) and then: a) at least 5% of animals tested up to a maximum of 25 tags in High Risk Area (HRA)/High TB Area Wales (HTBAW) and Edge</p>	<p>One or more tags placed in inappropriate sites.</p> <p>Insufficient reactor tags carried and not readily available.</p>	<p>One or more tag applications causes unnecessarily excessive bleeding. Tag number not recorded against animal ID. Dirty tagging equipment. Failure to seal the bag before leaving the farm.</p>	<p>Failure to apply reactor tags to eligible Reactor animals. No reactor tags carried or readily available. Samples not placed directly in an evidence bag. Bag not labelled correctly or fully before leaving farm. Failure to label the evidence bag correctly, i.e. ID of the animal on the label from a different animal to that tagged.</p>	

	Area/Intermediate TB Area Wales (ITBAW) and b) at least 1% of animals tested in Low Risk Area (LRA)/Low TB Area Wales (LTBW).				
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Clinical examination of Reactors, IRs, other suspect animals NB: Clinical not applicable for lay testing staff however required to report any suspicious signs to a vet	All suspect animals visually examined; clinically examine animals if signs compatible with TB or other notifiable diseases are observed. (Vet only) Possession of a stethoscope and thermometer - which are used during the examination (vet only). All relevant findings recorded.		Failure to carry a stethoscope and thermometer when applicable or to use these on clinical examination (vet only). Failure to identify/record/report animals with minor, but relevant symptoms.		Failure to identify/record/report suspect animals with obvious relevant symptoms of TB or other notifiable disease.
Establishing eligibility Reasonable (verbal assurances from owner) efforts must be made to resolve missing or manually entered animals	For herd tests: Eligible animal groups identified. Reasons for not testing any eligible animals established. Identity of ineligible individuals established. Reasons why animal tested on Day 1, but not presented on Day 2 established. Calves tested if eligible.		Attempts made to ascertain eligibility, but some ineligible animals unintentionally tested or some eligible animals omitted. Reasons for not testing eligible animals on Day 1 not established.	No attempt made to establish whether cattle are eligible for testing.	No attempt made to establish why animals tested on Day 1 are not presented on Day 2.
TB52 worksheets/equivalents	Using TB52, document of similar format or a suitable handheld device.	For herd tests: failure to possess up to	Failure to use TB52 worksheet, or document of similar format to the TB52, or	Attempting to complete records on a blank piece	Complete absence of paperwork.

	<p>For herd tests: Possessing up to date herd profile data with the download taking place no more than 2 working days prior to TT1 except in exceptional circumstances.</p> <p>For manual entries: Recording ID, breed, age, sex (and, if using a download, a comment that they have been added manually).</p>	<p>date herd profile data (download more than two working days prior to test) For manual entries: ID recorded, but not breed, DOB/age or sex, CPH, location, test date.</p>	<p>handheld device to record information required. Minor errors in paperwork.</p> <p>Failure to retain a copy of the TB52 or equivalent for three years and 60 days.</p>	<p>of paper, card or other object. Significant errors in paperwork. Any error in paperwork that affects the test result.</p>	<p>Inadequate/no checks made on completion of TB52 by farm staff/family during a test.</p> <p>Original test chart left on farm between TT1 and TT2. A copy/photo can be left or sent for reference.</p>
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	<p>CPH, location, test date. Maintain adequate control of TB52 or equivalent during and after test - and adequate checks made if being completed by farm staff/family.</p>				
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Herd Keeper Information

Test results communicated - Reactors, IRs identified	<p>Reactors or IRs identified to keeper as test is read.</p>	<p>Reactors or IRs not communicated to keeper until end of test.</p>		<p>Keeper not informed of the finding of Reactors and IRs at all.</p>	
TB181 information sheet issued and explained	<p>When appropriate TB181 information sheet issued and explained at the end of the test. Owner told to isolate Reactors and IRs. IRs not to be grouped with Reactors. Resolved IR Restricted for</p>	<p>TB181 issued, but not explained. Failure to carry TB181 forms. OV unaware of when to issue TB181. Incorrect TB181 version</p>		<p>TB181 form not issued when it is appropriate to do so. Incorrect advice given. Owner not informed to isolate Reactors and IRs.</p>	

	Life policy explained (England only).	used.		Resolved IR Restricted for Life policy not explained (England only).	
Farm medicines record	Owner informed of the need to enter tuberculin details in medicine record. Correct batch numbers and expiry dates given.		Owner not informed of the need to record tuberculin batches and expiry dates in medicines record. Incorrect tuberculin details given to owner.		
Required forms	OV gathers all relevant forms.	Failure to carry TR247 (Owner's checklist). OV unaware of when to issue TR247 (Owner's checklist).			

<p>Serious professional misconduct</p>	<ul style="list-style-type: none"> • APHA will refer to the Royal College of Veterinary Surgeons (RCVS). • APHA will take note of the following from the RCVS in relation to Serious Professional Misconduct when considering corrective action: <ul style="list-style-type: none"> 1. In general terms unethical or unprofessional behaviour is behaviour that falls short of the ethical or professional standards, guides or codes of conduct, accepted by a particular profession. Unethical or unprofessional behaviour is essentially a departure from the standard of behaviour expected as the normal among members of the profession. 2. For a veterinary surgeon, unethical or unprofessional behaviour might mean a failure to follow the guidance or advice within the RCVS Code of Professional Conduct. 	<ul style="list-style-type: none"> • Deliberate falsification or reckless completion of records. • Deliberate or reckless misreading or misreporting of the test result of an animal. • Inhumane treatment of animals, abusive or threatening behaviour. • Deliberate and systematic disregard of the tuberculin testing protocol. • Accepting any bribe or financially motivated inducement (such as the threat of loss of future business) to influence the results of current or future tests. • Seeking to attract or retain clients on the understanding that testing will be carried out below standard, at
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	<p>3. Such a failure will not amount to serious professional misconduct, unless it is serious enough to question whether the veterinary surgeon should remain registered with the RCVS i.e. question whether he or she is fit to practise or work as a veterinary surgeon. Examples of serious professional misconduct include false certification, dishonesty and fraud.</p>	<p>excessively high speed or that results may not be reported accurately.</p> <ul style="list-style-type: none"> • Coercion of a colleague or employee to commit any of the above offences.
<p>Test result invalid</p>	<ul style="list-style-type: none"> • In such cases, no payment will be made for the test and all or part of the herd may be restricted pending retest after 60 days. Reasonable efforts will be made to salvage the test by, for example, calling on a competent person to re-measure the cattle. • APHA will not normally apply such measures on a precautionary basis to herds previously tested but may do in the event of clear evidence that a test was carried out with reckless disregard to the protocol. • APHA will consider and document if there are any 'exceptional circumstances' which may affect corrective action (including whether there has been discussion with APHA) - fully document where appropriate. • APHA will clearly establish whether the validity of the test relates to actions of the OV on the day, or from matters outside the OV control when making the assessment of performance. 	<ul style="list-style-type: none"> • This would be the case if they had not been injected with tuberculin in good condition, if injection sites cannot be identified, if official identities had not been recorded, if skin measurements are grossly inaccurate or inconsistent or not made at all. • It should be noted that the liability for OV negligence falls with the OV and not APHA.

Part 2

Sanctions for non-compliances with TB testing requirements will be proportionate to the severity of the non-compliances or their multitude, taking into account possible rectification **in situ** and/or mitigating factors. They will be assessed on a case by case basis.

If the auditor observes practice that would affect the validity of the test, they must take immediate action, not allowing it to be continued. Consideration must also be given to requiring re-testing/re-reading of unsatisfactorily tested animals to avoid declaring a test void and whether payment for the test should be withheld.

Depending on the nature of the non-compliances the action taken may include the following as listed below:

- advice (verbal)
- correction at the time
- putting animals back through the crush

- advice (written)
- re-training
- non-payment for test
- suspension or revocation of OCQ(V) - TT
- request improvement plan
- interview with Delivery Partner (DP) Senior OV and in Scotland practice principal
- refer for investigation by APHA
- suspension from OCQ(V) - TT
- suspension from all OCQs
- referral to the Royal College of Veterinary Surgeons (RCVS).

SCHEDULE 2 - PRICING

- 1 Except for Government Staff, the Contractor shall recover its fees for providing the training from the individual Candidate completing the training and not from the Authority. Fees should be paid by Candidates in advance of them being able to access the course.
- 2 The recovery of any agreed fees for Government Staff will be via APHA or from their respective Government organisation, not directly from the individual themselves. These fees shall be paid to the Contractor on receipt of a valid invoice, in accordance with clause C of the Terms and Conditions.
- 3 The Contractor shall adopt a consistent approach to pricing, with an approximate price per hour of training, including the final examination.
- 4 The Contractor shall be responsible for the complete cost of delivery, including all associated IT costs. The Authority will not be liable for any costs, except those agreed in advance in writing associated with development work, as detailed in Section Six (6) of Schedule One (1).
- 5 From time to time the Authority may choose to pay the costs of training on behalf of the Candidate and will reimburse the Contractor at the published rates, or any other specially discounted rates agreed in writing with the Contractor in advance. These costs shall be paid to the Contractor on receipt of a valid invoice, in accordance with clause C of Appendix B – Authority’s Conditions of Contract.
- 6 The Contractor may offer the OCQ training courses to Candidates located outside of the UK, the CDs or OTs, for whom the Authority has no direct interest. The Contractor may operate a different scale of fees to such Candidates at its discretion. Overseas Candidates shall not be included in the GB register of OCQs.
- 7 The Contractor shall be responsible for operating a dynamic and attractive pricing regime to encourage strong uptake of each OCQ. Consideration should be given to reduced rates for veterinary students, early booking, candidates registering for multiple OCQs at the same time, or other strategies which increase take up. Such discounts must be non-discriminatory and must be published as part of a transparent price list.
- 8 The Authority may, from time to time, wish to promote specific OCQs to address its particular requirements. In such circumstances the Authority will work with the Contractor to devise funded promotions and/or discounts to Candidates which may vary from the published pricing list. The Contractor is free to devise similar schemes and promotions of its own if desired, however these must be agreed with the Authority in advance.
- 9 The Contractor shall not render any charge upon the Authority or individual Candidates for APHA staff undertaking the VPHB course. For the OCQ training courses the Contractor shall operate a separate scale of fees for Government Staff, which shall be at a discounted rate compared to those fees levied for other Candidates.
- 10 Table One (1) below sets out the various pricing brackets that the Contractor shall be permitted to apply as part of the approved pricing strategy. As stated in clause nine (9) above, the Contractor is required to provide a separate discounted scale of fees for Government Staff.
- 11 The Contractor shall be entitled to apply to vary the Scale of Fees annually upon the anniversary of the contract commencement date, and following prior approval from the Authority. The Contractor shall submit any proposed variations to the Scale of Fees along with a robust justification and any supporting evidence, in writing, to the Authority’s Contract

Manager at least two (2) calendar months prior to proposed implementation. Variations will normally need to be linked to:

- (a) uptake of the service (i.e. the difference between the actual number of enrolments and revalidations compared to the estimated numbers provided in Tables 6 and 7);
- (b) efficiencies achieved as a result of the implementation of the Contractor's Continuous Improvement Plan;
- (c) significant, and evidenced variations in overheads and/or more general service delivery costs. Changes of this type shall be capped at the average rate of the Consumer Price Index (CPI) over the 12 months prior to the proposed change.

The Authority's Contract Manager will provide approval or otherwise, in writing, to the Contractor at least ten (10) working days prior to the proposed implementation date. If the Authority has not approved the proposed changes and/or discussions are ongoing by mutual consent, the implementation date shall be deferred to at least ten (10) days following any subsequent approval from the Authority.

Table 1: Scale of Fees

Ref	Price Description			Price
■	■■■■■ ■■■■■	■■■■■	■■■■■	■■■■■
		■■■■■	■■■■■	■■■■■
■	■■■■■ ■■■■■	■■■■■	■■■■■	■■■■■
		■■■■■	■■■■■	■■■■■
■	■■■■■ ■■■■■	■■■■■	■■■■■	£■■■■■
		■■■■■	■■■■■	£■■■■■
■	■■■■■ ■■■■■	■■■■■	■■■■■	■■■■■
		■■■■■	■■■■■	£■■■■■

		<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>		
■	<p>[REDACTED]</p> <p>[REDACTED]</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>
■	<p>[REDACTED]</p> <p>[REDACTED]</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>
■	<p>[REDACTED]</p> <p>[REDACTED]</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>
■	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>£ [REDACTED]</p>

SCHEDULE 3: PERFORMANCE MANAGEMENT

- 1 As part of the Authority's continuous drive to improve the performance of all suppliers, this Performance Management Framework (PMF) will be used to monitor, measure and control all aspects of the Contractor's performance of contract responsibilities.
- 2 The PMF purpose is to set out the obligations on the Contractor, to outline how the Contractor's performance will be evaluated and to detail the sanctions for performance failure. The Contractor is responsible for the performance of any sub-contractors.
- 3 Key Performance Indicators (KPIs) are essential to align Contractor performance with the requirements of the Authority and to do so in a fair and practical way. KPIs must be realistic, achievable, and set to indicate where the service is failing if they are not achieved.
- 4 KPIs are set out at Table One (1). They will be monitored on a quarterly and annual basis as appropriate to the Service and will form part of the contract performance review.
- 5 The Authority will be entitled to refine, vary or modify the KPIs, performance standards and service credits from time to time during the Contract Period through a variation to be agreed with the Contractor using a Contract Change Note.
- 6 Where a KPI has a percentage measure, the Contractor's performance will be rounded up or down to the nearest whole number.
- 7 The Contractor will produce a quarterly Performance Management report, detailing performance against the KPIs. The report will be circulated to APHA on a quarterly basis, at least one week prior to the date of the Quarterly Review Meeting.
- 8 The Contractor will maintain their own management reports, including Issues Log, which will include detail on periodic checks to ensure quality. This data will be made available to the Authority on request.
- 9 Any performance issues highlighted in the quarterly reports must be addressed by the Contractor, who may be required to provide a formal improvement plan to address all issues highlighted within ten (10) working days of request by the Authority.

Table 1 - Key Performance Indicators (KPI's)

KPI	Description	Measure	KPI Target	Source(s)
KPI 1 -Service Delivery	TB Practical Assessment	Contractor's Assessment of the Candidate to be completed before the expiry date of the conditional status provided the Candidate has completed all the requirements of the qualification and has given a minimum of 6 weeks' notice to the Contractor.	100%	Contractor Report
KPI 2 – Service Delivery	Compliance	All OCQ(V) - TT and OCQ(AHP) - ATT case logs to be reviewed by the Contractor for compliance prior to authorisation being granted.	100%	Contractor Report
KPI 3 – Service Delivery	Monitoring	Verification of 10% of candidates completing revalidation courses must be completed by the Contractor.	10%	Contractor Report
KPI 4 – Service Delivery	Candidate Support	(i) Enquires to receive a response within 2 working days of receipt. An automated email response will not be classed as an acceptable response. (ii) Enquiries to be resolved within 5 working days. Where a response has been sent and resolution depends upon APHA advice which is delayed beyond the 5 working days, this target is not applicable.	95%	Support Report
KPI 5 – Service Delivery	Availability of the Training	Access to training courses shall be available for Candidates 24/7 throughout the Contract Period, with any necessary downtime pre-planned, agreed with APHA, and communicated to OVs.	99%	Contractor exception report

SCHEDULE 4: GOVERNANCE AND CONTRACT MANAGEMENT

- 1 APHA will manage, on behalf of the Authority, the contract for Services resulting from this procurement. For routine management, the Authority will appoint from within APHA:
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
- 2 APHA will decide as appropriate whether the [REDACTED] or [REDACTED] is the principal point of contact.
- 3 The Contractor will appoint a corresponding [REDACTED] and [REDACTED]
- 4 Quarterly meetings will be held with the Contractor, principally to review progress and operational delivery of the Contract, but also including key performance indicators (KPIs), invoicing, risks and issues.
- 5 A strategic review meeting will be held annually. The meeting will review performance over the past year and look ahead to the next year, including strategic and financial issues. The risk, issues and actions register will be reviewed.
- 6 Issues which cannot be resolved by the [REDACTED] and [REDACTED] (and Deputies) through routine contact will be referred to the [REDACTED] who may either mediate a solution or raise the matter at the next Quarterly and/or Annual Review Meeting as appropriate, involving the Authority as necessary.
- 7 Other meetings may be held, at the discretion of APHA or the Authority or at the request of the Supplier, throughout the life of the contract.
- 8 The Contractor will be responsible for travel and subsistence costs incurred as a result of attendance at any meeting. Meetings may also be held by teleconference with the agreement of all parties.
- 9 Quarterly and Annual meetings will be held at the most mutually convenient location, usually face-to-face, but with teleconference facilities available.
- 10 All meetings will be minuted, with secretariat support and actions provided by APHA, with agreed dates for completion. The Contractor will maintain a joint register of risks, issues and actions. The [REDACTED] should ensure that all meeting minutes, risk registers and any other contract documentation is recorded against the Authority's contract records.
- 11 Table One (1) of this Schedule gives the purpose of each of these meetings with the Contractor, and the required attendees.

Table 1 – Contract Management Meeting Schedule

Meeting	Attendance	Content
Specific Issues, ad hoc	<p>APHA:</p> <ul style="list-style-type: none"> • [REDACTED] (Chair) and/or [REDACTED] • Secretariat support • [REDACTED] (if required) <p>Contractor:</p> <ul style="list-style-type: none"> • [REDACTED] and/or [REDACTED] <p>Any other APHA, Authority or Contractor staff needed to progress the issue</p> <p>NB - The [REDACTED] may alternatively Chair the meeting if facilitation is required.</p>	<ul style="list-style-type: none"> • Urgent issues • Specific technical or contractual issues requiring detailed discussion
Quarterly Contract Review Meeting	<p>APHA:</p> <ul style="list-style-type: none"> • [REDACTED] (Chair) and [REDACTED] • [REDACTED] • [REDACTED] • [REDACTED] (if required) • [REDACTED] management (if required) • Secretariat support <p>Contractor:</p> <ul style="list-style-type: none"> • [REDACTED] and/or [REDACTED] 	<ul style="list-style-type: none"> • Operational performance in previous quarter • Detailed performance review against KPIs • Risks, issues and actions register • Course specific issues (including any development work) • Review of Scale of Fees (usually only in the quarterly meeting prior to the annual review meeting) • Continuous Improvement
Strategic Review Meeting	<p>APHA:</p> <ul style="list-style-type: none"> • [REDACTED] (Chair) and [REDACTED] • [REDACTED] • OV Team representative • Course Director(s) (if required) • [REDACTED] (if required) • Secretariat support • Defra Group Commercial representative (if required) • Other Authority representatives (as required) <p>Contractor:</p> <ul style="list-style-type: none"> • [REDACTED] and/or [REDACTED] • Any other representative that the Contractor feels relevant from within their organisation 	<ul style="list-style-type: none"> • Annual Service Review against KPIs, • Risks, issues and actions register • Course specific issues (including any development work) • Review of Scale of Fees • Continuous Improvement • Strategic Direction / Policy Updates

SCHEDULE 5: CONTINUOUS IMPROVEMENT

- 1 Following the Contract Implementation Period and commencement of services, the Contractor shall develop a Continuous Improvement Plan (CIP), to be submitted to the Authority and agreed before the first Quarterly Contract Review Meeting. Once agreed, the Contractor shall report regularly on progress against the CIP.
- 2 The Contractor shall have an ongoing obligation throughout the Contract to identify new and potential improvements to the Services which shall include, but is not limited to:
 - New and evolving relevant technologies which could improve the Service.
 - New or potential improvement which enhances the quality, responsiveness, procedures, methods and customer support services.
 - Changes in business processes and ways of working that would enable the Services to be delivered at lower costs and /or at greater benefits to the Authority or Candidates.
- 3 The Contractor shall ensure that the information that it provides to the Authority shall be sufficient for the Authority to decide whether any improvements should be implemented. The Contractor shall provide any further information that the Authority requests.
- 4 The Contractor shall be obligated at all times to seek to improve its efficiency in providing the Services to the Authority and to review the level of charges in light of possible efficiency gains. Where such improved efficiency is achieved the Contractor shall propose a reduction in the scale of fees and effect such reductions by agreement with the Authority.
- 5 The Contractor shall identify and report on the Continuous Improvement Plan and any proposed improvements at each quarterly review meeting. If the Authority wishes to incorporate any improvement, changes will be made by a Variation to the Contract.

SCHEDULE 6: CONTRACT IMPLEMENTATION PERIOD – START OF CONTRACT

1. The Contractor shall apply the OV and AHP Databases and Training Records, Course Content and Video Content as managed under the Outgoing Contract.
2. No transitional deadline shall be applied to Candidates that have enrolled under the Outgoing Contract prior to Service Commencement. The Contractor shall continue to provide training and assurance services to these Candidates.
3. Candidates enrolling on courses after Service Commencement will be required to enroll with the Contractor.
4. The Contractor shall be responsible for providing the OCQ(AHP)-ATT and OCQ(V)-TT practical assessment for any Candidate who has enrolled on the OCQ(V)-TT or OCQ(AHP)-ATT course under the Outgoing Contract at no additional cost to either the Authority or the Candidate.
5. The actions and responsibilities described above in paragraphs 1 – 4 are in addition to activity and timelines set out in the Contractor's Transition Plan.

SCHEDULE 7: CONTRACT IMPLEMENTATION PERIOD – END OF CONTRACT

1. As a minimum, the Contractor shall provide the Replacement Supplier with the OV Database and Training Records in a free format such as but not limited to Microsoft Excel. This will be done on four (4) separate occasions prior to expiry of the Contract, during the Contract Implementation Period as follows:
 - a) within ten (10) working days of the contract with the Replacement Supplier being signed;
 - b) two (2) months prior to the Contract End Date;
 - c) one (1) month prior to the Contract End Date; and;
 - d) two (2) working days prior to the Contract End Date.
2. The Contractor shall also offer to provide the Replacement Supplier with the OV Database and Training Records in a format which supports live data transfer, such as but not limited to an API. The number of transfers of the data in this format during the transition phase shall be unrestricted and negotiated directly between the Contractor and the Replacement Supplier. The Replacement Supplier shall be liable for any additional costs incurred by the Contractor as a result of transferring the data in such a format to allow live data transfer.
3. Prior to expiry of the Contract, the Contractor shall provide the Authority with a list of archived data to be transferred over to the Authority. The format for the data transfer shall be confirmed by the Authority.
4. The Contractor shall extract all text-based course content into a Microsoft Word document format which can be easily transferred to the Replacement Supplier. The transfer of the data to the Replacement Supplier shall be arranged by the Contractor and completed within ten (10) working days of the contract with the Replacement Supplier being signed.
5. The Contractor shall provide the Authority with an example of the text-based content to include in the tender specification document. The format shall be agreed in advance with the Authority and provided to the Authority no later than ten (10) months prior to the Contract End Date.
6. The Contractor shall not be required to transfer video course content. If the Replacement Supplier is interested in using the Contractor's video course content, then this shall be negotiated directly between the Contractor and the Replacement Supplier, and the Authority shall not be held liable for any costs associated with any arrangements agreed between the parties.
7. A transitional deadline shall be applied to all Candidates that have enrolled with the Contractor prior to the Contract End Date. The Contractor shall continue to provide training and assurance services to these Candidates until two (2) months after the Contract End Date.
8. Candidates enrolling on courses after the Contract End Date will need to enroll with the Replacement Supplier.

9. The Contractor shall be proactive about communicating the changes to all current and future Candidates. The Authority shall draft an electronic communication which the Contractor shall publish and cascade to all Candidates from six (6) months prior to the Contract End Date. The communication shall advise all Candidates that anyone enrolled before the Contract End Date will need to complete their training within two (2) months of the Contract End Date. The Contractor shall issue this to all Candidates via email and also make this information visible on the Contractor's web page.
10. At the end of the Contract, the Contractor shall provide the Authority with a monthly report during the Replacement Supplier's Contract Implementation Period identifying the Candidates that have enrolled but not completed their course.
11. An end of contract closure meeting will be scheduled for three (3) months after the Contract End Date where the Contractor shall pass the risk log over to the Replacement Supplier.
12. In addition to the Contractor's responsibilities set out in clause E9.1 of the Contract, the Contractor shall agree to retain all of the data (including personal data) they hold in respect of the Contract for 6 months after the Contract End Date. This is to enable the Contractor to recommence service provision in the event of supplier failure. The Contractor shall ensure that all personal data is managed in accordance with the conditions set out in clause E2 and Appendix 1 to Schedule 13 (Outline Security Plan). The Authority shall be liable for any additional costs incurred by the Contractor for data storage, and any costs incurred by the Contractor if a recommencement of service is required. All costs in respect of data storage and service recommencement should be agreed with the Authority in advance of being incurred by the Contractor.

SCHEDULE 9: CHANGE CONTROL

Contract Change Note (“CCN”)

CCN Number	
Contract Reference Number & Title	
Variation Title	
Number of Pages	

WHEREAS the Contractor and the Authority entered into a Contract for the supply of [project name] dated [dd/mm/yyyy] (the "Original Contract") and now wish to amend the Original Contract

IT IS AGREED as follows

1. The Original Contract shall be amended as set out in this Change Control Notice:

Change Requestor / Originator		
Summary of Change		
Reason for Change		
Revised Contract Price	Original Contract Value	£
	Previous Contract Changes	£
	Contract Change Note [x]	£
	New Contract Value	£
Revised Payment Schedule		
Revised Specification (See Annex [x] for Details)		
Revised Contract Period		
Change in Contract Manager(s)		
Other Changes		

2. Save as amended all other terms of the Original Contract shall remain effective.
3. This CCN takes effect from the date on which both Parties communicate acceptance of its terms via Bravo.

SCHEDULE 10: COMMERCIALLY SENSITIVE INFORMATION

[insert commercially sensitive information as appropriate and if known the dates that the information will remain commercially sensitive]

- 1.1 Without prejudice to the Authority's general obligation of confidentiality, the Parties acknowledge that the Authority may have to disclose Information in or relating to the Contract following a Request for Information pursuant to clause E5 (Freedom of Information).
- 1.2 In this Schedule the Parties have sought to identify the Contractor's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be contrary to the public interest.
- 1.3 Where possible the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies.
- 1.4 Without prejudice to the Authority's obligation to disclose Information in accordance with the FOIA and the EIR, the Authority will, acting reasonably but in its sole discretion, seek to apply the commercial interests exemption set out in s.43 of the FOIA to the Information listed below.

CONTRACTOR'S COMMERCIALLY SENSITIVE INFORMATION	DATE	DURATION OF CONFIDENTIALITY

SCHEDULE 11: PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. This Schedule shall be completed by the Authority, who may take account of the view of the Contractor, however the final decision as to the content of this Schedule shall be with the Authority at its absolute discretion.
2. The contact details of the Authority Data Protection Officer are:

Defra Group Commercial
DGC.GDPR@defra.gov.uk
3. The contact details of the Contractor Data Protection Officer are:
██████████
gdpr@improveinternational.com
4. The Contractor shall comply with any further written instructions with respect to processing by the Authority.
5. Any such further instructions shall be incorporated into this Schedule.

Data Processing descriptor	Narrative
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor in accordance with Clause E2.1.
Subject matter of the processing	The Animal and Plant Health Agency's (APHA) role is to safeguard animal health and welfare as well as public health, protect the economy and enhance food security through research, surveillance and inspection. APHA primarily work to prevent and control animal disease through activities on farms, at markets and other livestock-related premises. To support them in this work APHA often make use of private veterinary surgeons that are trained and authorised as Official Veterinarians (OVs). These OVs perform work on behalf of UK Government and their work is normally of a statutory nature, often undertaken at public expense. APHA also have a parallel system for the training and authorisation of Animal Health Paraprofessional (AHPs) working for example as Approved Tuberculin Testers (ATTs) or Certification Support Officers (CSOs).

Duration of the processing	01 July 2020 – 30 June 2025
Nature and purposes of the processing	<p>The processing is needed to ensure that the Processor can effectively provide a secure distant learning system of training, assessment, validation and accreditation of OCQ(V)s and OCQ(AHP)s.</p> <p>Examples of the nature of processing include:</p> <ul style="list-style-type: none"> • Data capture, storage and validation of the following in relation to Qualified veterinarians, final year veterinary students and AHP candidates in UK including: <ul style="list-style-type: none"> • Name • Copy of Signature • Nationality • Postal address • Personal email address • Business email address • RCVS membership number • OCQ(s) attained • Due date for revalidation for all OCQ(s) held • Providing face to face training, assessment and audit where required • Issuing Certificates of Competence
Type of Personal Data	Names and addresses of personnel/premises, telephone numbers, pay, images, National Insurance numbers, bank account numbers, copies of signatures.
Categories of Data Subject	<p>Personnel involved in delivering the Contract objectives including:</p> <ul style="list-style-type: none"> • Qualified veterinarians • Final year veterinary students in UK • AHP Candidates • Personal data contained in Certificates of Competence • Personal data contained in Certificates of Revalidation • Local Veterinary Inspectors • Members of the Royal College of Veterinary

	<p>Surgeons</p> <ul style="list-style-type: none"> • Data that the Contractor is required to capture and validate: <ul style="list-style-type: none"> • Name • Copy of Signature • Nationality • Postal address • Personal email address • Business email address • RCVS membership number • OCQ(s) attained • Due date for revalidation for all OCQ(s) held •
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>In line with clause E2.4(e) of this contract change note: “at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Contract unless the Contractor is required by Law to retain the Personal Data”.</p>

SCHEDULE 12: CONTRACTOR AND THIRD PARTY SOFTWARE

CONTRACTOR SOFTWARE

For the purposes of this Schedule 12, “**Contractor Software**” means software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services. The Contractor Software comprises the following items:

Software	Supplier (if Affiliate of the Contractor)	Purpose	No. of licences	Restrictions	No. of copies	Other	To be deposited in escrow?
██████████	██████████	██████████ ██████████ ██████████ ██████████	█	█	█		█

██████████ SOFTWARE

For the purposes of this Schedule 12, “**Third Party Software**” means software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Services including the software specified in this Schedule 12. The Third Party Software shall consist of the following items:

Third Party Software	Supplier	Purpose	No. of licences	Restrictions	No. of copies	Other	To be deposited in escrow?
██████	██████	██████████	█	█	█		█
██████	██████	██████████	█	█	█		█

█	█	██████████	█	█	█	█	█
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SCHEDULE 13: SECURITY REQUIREMENTS, POLICY AND PLAN

INTERPRETATION AND DEFINITION

For the purposes of this Schedule 13, unless the context otherwise requires the following provisions shall have the meanings given to them below:

“Breach of Security” means the occurrence of unauthorised access to or use of the Premises, the Premises, the Services, the Contractor System, or any ICT or data (including Authority Data) used by the Authority or the Contractor in connection with the Contract.

“Contractor Equipment” means the hardware, computer and telecoms devices and equipment supplied by the Contractor or its Sub-Contractor (but not hired, leased or loaned from the Authority) for the provision of the Services;

“Contractor Software” means software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services and which is specified as such in Schedule 12.

“ICT” means Information Communications Technology and includes a diverse set of technological tools and resources used to communicate, and to create, disseminate, store and manage information, including computers, the Internet, broadcasting technologies (radio and television), and telephony.

“Protectively Marked” shall have the meaning as set out in the Security Policy Framework.

“Security Plan” means the Contractor’s security plan prepared pursuant to paragraph 3 an outline of which is set out in an Appendix to this Schedule 13.

“Software” means Specially Written Software, Contractor Software and Third Party Software.

“Specially Written Software” means any software created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of this Contract.

“Third Party Software” means software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Services including the software and which is specified as such in Schedule 12.

1. INTRODUCTION

This Schedule 13 covers:

- 1.1 principles of security for the Contractor System, derived from the Security Policy Framework, including without limitation principles of physical and information security;
- 1.2 wider aspects of security relating to the Services;

- 1.3 the creation of the Security Plan;
- 1.4 audit and testing of the Security Plan; and
- 1.5 breaches of security.

2. PRINCIPLES OF SECURITY

- 2.1 The Contractor acknowledges that the Authority places great emphasis on confidentiality, integrity and availability of information and consequently on the security of the Premises and the security for the Contractor System. The Contractor also acknowledges the confidentiality of Authority Data.
- 2.2 The Contractor shall be responsible for the security of the Contractor System and shall at all times provide a level of security which:
 - 2.2.1 is in accordance with Good Industry Practice and Law;
 - 2.2.2 complies with Security Policy Framework; and
 - 2.2.3 meets any specific security threats to the Contractor System.
- 2.3 Without limiting paragraph 2.2, the Contractor shall at all times ensure that the level of security employed in the provision of the Services is appropriate to maintain the following at acceptable risk levels (to be defined by the Authority):
 - 2.3.1 loss of integrity of Authority Data;
 - 2.3.2 loss of confidentiality of Authority Data;
 - 2.3.3 unauthorised access to, use of, or interference with Authority Data by any person or organisation;
 - 2.3.4 unauthorised access to network elements, buildings, the Premises, and tools used by the Contractor in the provision of the Services;
 - 2.3.5 use of the Contractor System or Services by any third party in order to gain unauthorised access to any computer resource or Authority Data; and
 - 2.3.6 loss of availability of Authority Data due to any failure or compromise of the Services.

3. SECURITY PLAN

- 3.1 The Contractor shall develop, implement and maintain a Security Plan to apply during the Contract Period (and after the end of the term as applicable) which will be approved by the Authority, tested, periodically updated and audited in accordance with this Schedule 13.
- 3.2 A draft Security Plan provided by the Contractor as part of its bid is set out herein.

- 3.3 Prior to the Commencement Date the Contractor will deliver to the Authority for approval the final Security Plan which will be based on the draft Security Plan set out herein.
- 3.4 If the Security Plan is approved by the Authority it will be adopted immediately. If the Security Plan is not approved by the Authority the Contractor shall amend it within 10 Working Days of a notice of non-approval from the Authority and re-submit to the Authority for approval. The Parties will use all reasonable endeavors to ensure that the approval process takes as little time as possible and in any event no longer than 15 Working Days (or such other period as the Parties may agree in writing) from the date of its first submission to the Authority. If the Authority does not approve the Security Plan following its resubmission, the matter will be resolved in accordance with clause 12 (Dispute Resolution). No approval to be given by the Authority pursuant to this paragraph 3.4 may be unreasonably withheld or delayed. However any failure to approve the Security Plan on the grounds that it does not comply with the requirements set out in paragraphs 3.1 to 3.4 shall be deemed to be reasonable.
- 3.5 The Security Plan will set out the security measures to be implemented and maintained by the Contractor in relation to all aspects of the Services and all processes associated with the delivery of the Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with:
- 3.5.1 the provisions of this Schedule 13;
 - 3.5.2 the provisions of Schedule 1 relating to security;
 - 3.5.3 the Information Assurance Standards;
 - 3.5.4 the data protection compliance guidance produced by the Authority;
 - 3.5.5 the minimum set of security measures and standards required where the system will be handling Protectively Marked or sensitive information, as determined by the Security Policy Framework;
 - 3.5.6 any other extant national information security requirements and guidance, as provided by the Authority's IT security officers; and
 - 3.5.7 appropriate ICT standards for technical countermeasures which are included in the Contractor System.
- 3.6 The references to Quality Standards, guidance and policies set out in this Schedule shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such Quality Standards, guidance and policies, from time to time.
- 3.7 If there is any inconsistency in the provisions of the above standards, guidance and policies, the Contractor should notify the Authorised Representative of such inconsistency immediately upon becoming aware of the same, and the Authorised Representative shall, as soon as practicable, advise the Contractor which provision the Contractor shall be required to comply with.

- 3.8 The Security Plan will be structured in accordance with ISO/IEC27002 and ISO/IEC27001 or other equivalent policy or procedure, cross-referencing if necessary to other schedules of the Contract which cover specific areas included within that standard.
- 3.9 The Security Plan shall not reference any other documents which are not either in the possession of the Authority or otherwise specified in this Schedule 13.

4. AMENDMENT AND REVISION

- 4.1 The Security Plan will be fully reviewed and updated by the Contractor annually or from time to time to reflect:
 - 4.1.1 emerging changes in Good Industry Practice;
 - 4.1.2 any change or proposed change to the Contractor System, the Services and/or associated processes;
 - 4.1.3 any new perceived or changed threats to the Contractor System;
 - 4.1.4 changes to security policies introduced Government-wide or by the Authority; and/or
 - 4.1.5 a reasonable request by the Authority.
- 4.2 The Contractor will provide the Authority with the results of such reviews as soon as reasonably practicable after their completion and amend the Security Plan at no additional cost to the Authority.
- 4.3 Any change or amendment which the Contractor proposes to make to the Security Plan (as a result of an Authority request or change to Schedule 1 or otherwise) shall be subject to a CCN and shall not be implemented until Approved.

5. AUDIT AND TESTING

- 5.1 The Contractor shall conduct tests of the processes and countermeasures contained in the Security Plan ("Security Tests") on an annual basis or as otherwise agreed by the Parties. The date, timing, content and conduct of such Security Tests shall be agreed in advance with the Authority.
- 5.2 The Authority shall be entitled to send a representative to witness the conduct of the Security Tests. The Contractor shall provide the Authority with the results of such tests (in an Approved form) as soon as practicable after completion of each Security Test.
- 5.3 Without prejudice to any other right of audit or access granted to the Authority pursuant to the Contract, the Authority shall be entitled at any time and without giving notice to the Contractor to carry out such tests (including penetration tests) as it may deem necessary in relation to the Security Plan and the Contractor's compliance with and implementation of the Security Plan. The Authority may notify the Contractor of the results of such tests

after completion of each such test. Security Tests shall be designed and implemented so as to minimise the impact on the delivery of the Services.

- 5.4 Where any Security Test carried out pursuant to paragraphs 5.2 or 5.3 reveals any actual or potential security failure or weaknesses, the Contractor shall promptly notify the Authority of any changes to the Security Plan (and the implementation thereof) which the Contractor proposes to make in order to correct such failure or weakness. Subject to Approval in accordance with paragraph 4.3, the Contractor shall implement such changes to the Security Plan in accordance with the timetable agreed with the Authority or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the Security Plan to address a non-compliance with the Security Policy Framework or security requirements, the change to the Security Plan shall be at no additional cost to the Authority. For the purposes of this paragraph, a weakness means a vulnerability in security and a potential security failure means a possible breach of the Security Plan or security requirements.

6. BREACH OF SECURITY

- 6.1 Either Party shall notify the other immediately upon becoming aware of any Breach of Security including, but not limited to an actual, potential or attempted breach, or threat to, the Security Plan.
- 6.2 Upon becoming aware of any of the circumstances referred to in paragraph 6.1, the Contractor shall immediately take all reasonable steps necessary to:
- 6.2.1 remedy such breach or protect the Contractor System against any such potential or attempted breach or threat; and
 - 6.2.2 prevent an equivalent breach in the future.
- 6.3 Such steps shall include any action or changes reasonably required by the Authority. If such action is taken in response to a breach that is determined by the Authority acting reasonably not to be covered by the obligations of the Contractor under the Contract, then the Contractor shall be entitled to refer the matter to the CCN procedure set out in Schedule 9.
- 6.4 The Contractor shall as soon as reasonably practicable provide to the Authority full details (using such reporting mechanism as may be specified by the Authority from time to time) of such actual, potential or attempted breach and of the steps taken in respect thereof.

APPENDIX 1- OUTLINE SECURITY PLAN

APPENDIX 2 - SECURITY POLICY: SECURITY POLICY FRAMEWORK

A copy of the Security Policy Framework may be found at:

<https://www.gov.uk/government/publications/security-policy-framework>

SCHEDULE 14: BUSINESS CONTINUITY AND CONTINGENCY PLAN

1. Introduction

1.1 Aim of the Plan

The aim of this plan is to ensure that the Services delivered under the Contract for the Provision of Veterinary and Paraprofessional Training, Authorisation and Assurance Services (reference 26364) can continue to be delivered in the event of an emergency or major and/or prolonged interruption to function and/or supply of key resources and/or infrastructure. The plan should form part of a wider emergency and contingency planning process. The Plan shall be completed by the Contractor (in conjunction with APHA) within one (1) month of the contract start date.

1.2 Key Contractual Functions

Key functions, which need to be restored under this plan, are listed at Appendix 1.

1.3 Timetable for Resumption of Service

Required times for the resumption of service are listed at Appendix 1.

2. Implementation of the Plan

2.1 How is the Plan invoked

[Consider who invokes the plan and how. Is there a procedure in place for informing staff of an incident?]

2.2 Key Decision making and Reporting Processes

[Who makes the decisions and whom do they report them too?]

2.3 Roles and Responsibilities

[Define the roles of your staff/team in the event of the Plan being instigated.]

2.4 Contract Emergency Contact Details (Customer and Contractor key contacts)

Name & Address	Home №	Mobile №

2.5 Other Contacts (If required)

3. Response & Recovery

3.1. Procedures and processes

The Risk Assessment (Appendix 2) should be used to identify the route map for delivery of the response and recovery.

3.2. Command and control

Decisions regarding implementation of this plan should be taken by *[agreed route for contract related decision making, e.g. board etc.]* with appropriate authority to decide on any action required and on how this will be communicated.

4. Training & Exercising

4.1. Staff Training

Staff involved will receive suitable training in implementation of the Business Continuity and Contingency Plan as required.

4.2. Review

The plan will be maintained and reviewed on an annual basis and as/when required.

Appendix 1 - Business Continuity Plan – Function Analysis

List of Functions delivered under the Contract (Ranked in Priority Order)	Customer/Contractor Processes/resources used to provide function	Service Priority High/Medium/Low	If function is interrupted How quickly must it be resumed: <ul style="list-style-type: none"> • up to 1 day • up to 1 week • over 1 week
<p>1.</p> <p>2.</p>			

Appendix 2 - Business Continuity Risk Assessment

Risk	Function	Timescale	Probability (H/M/L)	Impact (H/M/L)	Matrix Priority (H/M/L)	Effect on Function	Contingency Plan
Failure of ICT infrastructure/ servers		Up to 1 day					
		Up to 1 week					
		Over 1 week					
Utilities failure (electricity, gas, water)		Up to 1 day					
		Up to 1 week					
		Over 1 week					
Major and prolonged road infrastructure disruption/ failure		Up to 1 day					
		Up to 1 week					
		Over 1 week					
Fuel Supply Disruption		Up to 1 day					
		Up to 1 week					

Risk	Function	Timescale	Probability (H/M/L)	Impact (H/M/L)	Matrix Priority (H/M/L)	Effect on Function	Contingency Plan
		Over 1 week					
Severe weather disruption		Up to 1 day					
		Up to 1 week					
		Over 1 week					
Epidemic affecting large numbers of supplier and client staff and end users		Up to 1 day					
		Up to 1 week					
		Over 1 week					
Contractor Terminates the Contract/ Contractor declared bankrupt		Up to 1 day					
		Up to 1 week					
		Over 1 week					

Appendix 3 - Contingency Plan

1. Introduction

This appendix identifies action to be taken to reduce the impact on the critical key functions identified in the Business Continuity Plan for the [*contract name and reference number*].

2. Aim

The aim of the appendix is to ensure that there are systems and procedures in place to enable the critical key functions of [*contract name and reference number*] to continue in the event of an emergency, interruption or disruption to normal service.

3. Action

See Appendix 2 for identified risks and agreed mitigating actions.

SCHEDULE 15: CONTRACTOR'S TENDER RESPONSE

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- [REDACTED]

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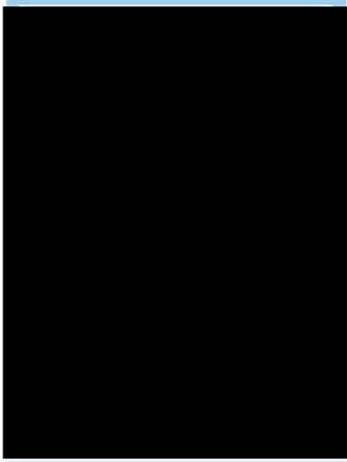
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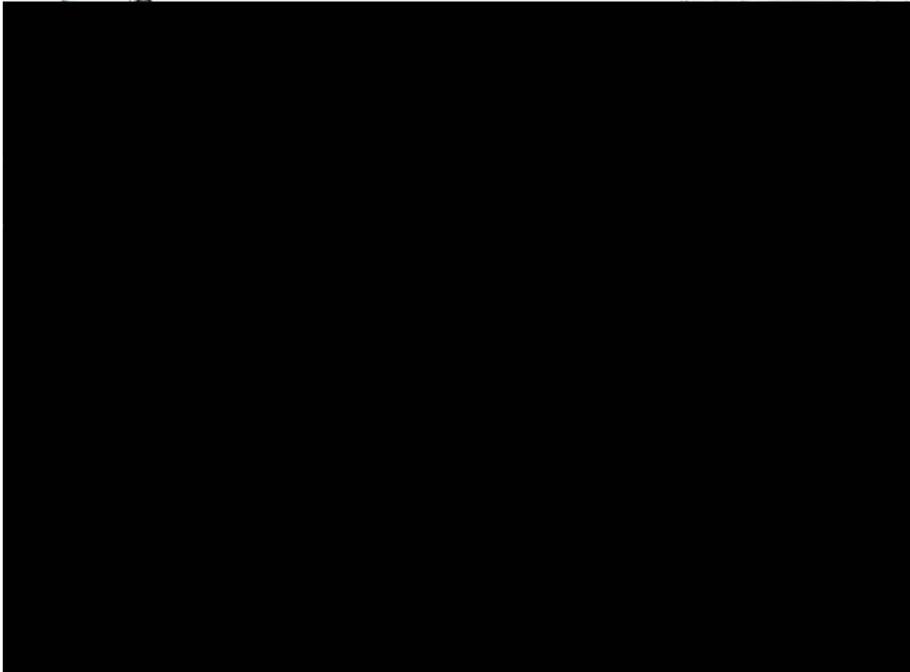
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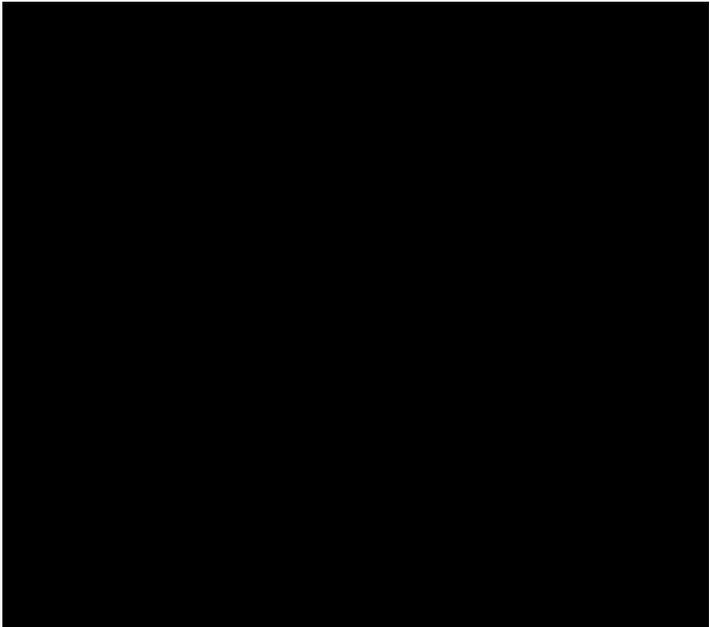
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