

# DPS Schedule 6 (Order Form Template and Order Schedules)

## Order Form

ORDER REFERENCE                      S22008 RI Stakeholder Perception research

THE BUYER                                **UK Research & Innovation**

BUYER ADDRESS                        Oaris House, North Star Avenue, Swindon, SK2 8S

THE SUPPLIER                            Trueology Limited

SUPPLIER ADDRESS                      **7, The Steadings Business Centre, Maisemore, Gloucester, GL2 8EY**

REGISTRATION NUMBER                **05546884**

PUBLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated to  
It is issued under RM02 Research Insights DPS with the reference number S22008  
for the provision of RI Stakeholder Perception research.

DPS FILTER CATEGORIES  
Not applicable

**ORDER INCORPORATED TERMS**

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

1. This Order Form including the Order Schedule Terms and Order Schedule Schedules.
2. Joint Schedule Definitions and Interpretation RM02 **Research & Insights D&S**
3. The following Schedules in equal order of precedence
  - Joint Schedules for RM02
    - o Joint Schedule Definitions
    - o Joint Schedule 2 Variation Form
    - o Joint Schedule Insurance Requirements
    - o Joint Schedule Commercially sensitive information
    - o Joint Schedule Corporate Social Responsibility
    - o Joint Schedule Rectification Plan
    - o Joint Schedule Processing Data
  - Order Schedules for S2208
    - o Order Schedule Transparency Reports
    - o Order Schedule 2 Staff Transfer
    - o Order Schedule Continuous Improvement
    - o Order Schedule Pricing Details
    - o Order Schedule 2 Order Specification
4. CCS Core Terms D&S Version 001.00
5. Joint Schedule Corporate Social Responsibility
6. Order Schedule Order Tender

No other Supplier terms are part of the Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

**ORDER SPECIAL TERMS**

The following Special Terms are incorporated into this Order Contract

**There will be a break clause at the end of Financial Year 2021/22. This break point allows UKRI to manage the spend which extends into the next Financial Year.**

ORDER START DATE 08<sup>th</sup> March 2022

ORDER EXPIRY DATE 07<sup>th</sup> June 2022

ORDER INITIAL PERIOD Three months

DELIVERABLES  
TBC

**MAXIMUM LIABILITY**

The limitation of liability for this Order Contract is stated in Clause 11.2 of the Core Terms.

The total value of this contract shall not exceed £1,875,000 excluding VAT, in line with the Supplier's Proposal and Pricing Details.

**ORDER CHARGES**

See details in Order Schedule 1 Pricing Details

**REIMBURSABLE EXPENSES**

None

**PAYMENT METHOD**

Payment shall be made via BACS

Invoices payable upon receipt of invoice and Purchase Order

Payment shall be made on acceptance of the deliverables

**BUYER'S OFFICE ADDRESS**

10 Research Innovation, Apollo House, North Star Avenue, Slindon, S12 8SP

**BUYER'S AUTHORIZED REPRESENTATIVE**

PMI Project manager [REDACTED]

**BUYER'S SECURITY POLICY**

Not applicable

**SUPPLIER'S AUTHORIZED REPRESENTATIVE**

[REDACTED]

**SUPPLIER'S CONTRACT MANAGER**

[REDACTED]

**PROGRESS REPORT FREQUENCY**

Weekly

**PROGRESS MEETING FREQUENCY**

Weekly

**KEY STAFF**

PMI

[REDACTED]

Trueology

[REDACTED]

**EXERCISES**

Not applicable

**COMMERCIALLY SENSITIVE INFORMATION**

Supplier's Commercially Sensitive Information

**SERVICE CREDITS**

Not applicable

**ADDITIONAL ISSUES**

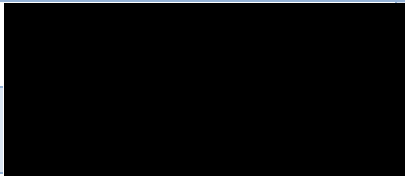
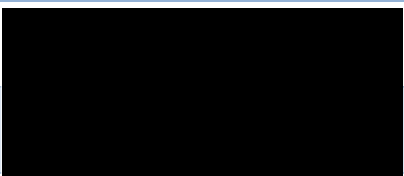
Not applicable

**GUARANTEE**

Not applicable

**SOCIAL POLICY COMMITMENT**

Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature		Signature	
Name		Name	
Role	Director	Role	Head of External Affairs
Date	16/03/22	Date	16.03.2022

## Joint Schedule 1 (Definitions)

1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule of Definitions or the relevant Schedule in which that capitalised expression appears.

1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

1.3 In each Contract, unless the context otherwise requires

1.3.1 the singular includes the plural and vice versa  
1.3.2 reference to a gender includes the other gender and the neuter

1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body

1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time

1.3.5 the words "including", "other", "in particular", "for example" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation"

1.3.6 references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly

1.3.7 references to "representations" shall be construed as references to present facts, to "warranties" as references to present and future facts and to "undertakings" as references to obligations under the Contract

1.3.8 references to "Clauses" and "Schedules" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs,

annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear

1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided

1.3.10 references to a series of Clauses or paragraphs shall include in addition of the clause numbers specified

1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract and 1.3.12 where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole.

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

" <b>Achieve</b> "	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and " <b>Achieved</b> ", " <b>Achieving</b> " and " <b>Achievement</b> " shall be construed accordingly
" <b>Additional Insurances</b> "	insurance requirements relating to an Order Contract specified in the Order Form additional to those outlined in Joint Schedule 4 Insurance Requirements
" <b>Admin Fee</b> "	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on <a href="http://CCS.Cabinetoffice.gov.uk/iamsuppliermanagement">http://CCS.Cabinetoffice.gov.uk/iamsuppliermanagement</a> information admin fees
" <b>Affected Party</b> "	the party seeking to claim relief in respect of a Force Majeure Event
" <b>Affiliates</b> "	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time
" <b>Annex</b> "	extra information which supports a Schedule
" <b>Approval</b> "	the prior written consent of the Buyer and " <b>Approve</b> " and " <b>Approved</b> " shall be construed accordingly

<b>"Audit"</b>	<p>the Releasant Authority's right to</p> <ul style="list-style-type: none"> <li>a) Verify the accuracy of the Charges and any other amounts payable by a Buyer under an Order Contract including proposed or actual variations to them in accordance with the Contract</li> <li>b) Verify the costs of the Supplier including the costs of all subcontractors and any third party suppliers in connection with the provision of the Services</li> <li>c) Verify the Open Book Data</li> <li>d) Verify the Suppliers and each Subcontractor's compliance with the applicable Law</li> <li>e) identify or investigate actual or suspected breach of Clauses 27 to 30 and/or Joint Schedule 1 Corporate Social Responsibility, integrity or accounting mistakes or any breach or threatened breach of security and in these circumstances the Releasant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations</li> </ul>
	<ul style="list-style-type: none"> <li>f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables</li> <li>g) obtain such information as is necessary to fulfil the Releasant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General</li> <li>h) receive any books of account and the internal contract management accounts held by the Supplier in connection with each Contract</li> <li>i) carry out the Releasant Authority's internal and statutory audits and to prepare, examine and/or certify the Releasant Authority's annual and interim reports and accounts</li> <li>j) enable the National Audit Office to carry out an examination pursuant to Section 8 of the National Audit Act 2008 of the economy, efficiency and effectiveness with which the Releasant Authority has used its resources</li> <li>k) Verify the accuracy and completeness of any Management Information delivered or required by the D&amp;S Contract</li> </ul>
<b>"Auditor"</b>	<ul style="list-style-type: none"> <li>the Buyer's internal and external auditors</li> <li>the Buyer's statutory or regulatory auditors</li> <li>the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office</li> <li>HM Treasury or the Cabinet Office</li> <li>any party formally appointed by the Buyer to carry out audit or similar related functions and</li> <li>successors or assigns of any of the above</li> </ul>

<b>"Authority"</b>	CCS and each Buyer
<b>"Authority Cause"</b>	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier
<b>"BACS"</b>	the Bankers Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom
<b>"Beneficiary"</b>	a party having or aiming to have the benefit of an indemnity under this Contract
<b>"Buyer"</b>	the relevant purchaser identified as such in the Order Form
<b>"Buyer Assets"</b>	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract
<b>"Buyer Authorised Representative"</b>	the representative appointed by the Buyer from time to time in relation to the Order Contract initially identified in the Order Form
<b>"Buyer Premises"</b>	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its subcontractors for the provision of the Deliverables or any of them
<b>"CCS"</b>	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 4th Floor, The Cadogan, Old Hall Street, Liverpool L3 5AD
<b>"CCS Authorised Representative"</b>	the representative appointed by CCS from time to time in relation to the DCS Contract initially identified in the DCS Appointment Form and subsequently on the platform
<b>"Central Government Body"</b>	<p>a body listed in one of the following subcategories of the Central Government Classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics</p> <p>a Government Department</p> <p>non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal)</p> <p>non-Ministerial Department or</p> <p>executive agency</p>



<b>"Change in Law"</b>	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date
<b>"Change of Control"</b>	a change of control within the meaning of Section 200 of the Corporation Tax Act 2004
<b>"Charges"</b>	the prices payable of any additional VAT, payable to the Supplier by the Buyer under the Order Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Order Contract less any Deductions
<b>"Claim"</b>	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract
<b>"Commercially Sensitive Information"</b>	the Confidential Information listed in the D&S Appointment Form or Order Form if any comprising of commercially sensitive information relating to the Supplier, its IOR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, could cause the Supplier significant commercial disadvantage or material financial loss
<b>"Comparable Supply"</b>	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables
<b>"Compliance Officer"</b>	the person appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations
<b>"Confidential Information"</b>	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of CCS, the Buyer or the Supplier, including IORs, together with information derived from the above, and any other information clearly designated as being confidential whether or not it is marked as "confidential" or which ought reasonably to be considered to be confidential
<b>"Conflict of Interest"</b>	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS
<b>"Contract"</b>	either the D&S Contract or the Order Contract, as the context requires
<b>"Contracts Finder"</b>	the Government's publishing portal for public sector procurement opportunities
<b>"Contract Period"</b>	the term of either a D&S Contract or Order Contract from the earlier of the a) additional Start Date or b) the Effective Date until the additional End Date
<b>"Contract Value"</b>	the higher of the actual or estimated total Charges paid or payable under a Contract where obligations are met by the Supplier

<b>"Contract Year"</b>	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof
<b>"Control"</b>	Control in either of the senses defined in sections 117 and 122 of the Corporation Tax Act 2004 and <b>"Controlled"</b> shall be construed accordingly
<b>"Controller"</b>	has the meaning given to it in the GDPR
<b>"Core Terms"</b>	CCS standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under DCS Contracts and Order Contracts
<b>"Costs"</b>	<p>the following costs without double recovery to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables</p> <p>as the cost to the Supplier or the key subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including</p>

	<p>increase salary paid to the Supplier Staff</p> <p>employer's National Insurance Contributions</p> <p>Pension Contributions for a period</p> <p>any other contractual employment benefits</p> <p>staff training or a accommodation or a IT equipment and tools reasonably necessary to provide the Deliverables but not including items included within the scope and</p> <p>reasonable recruitment costs, as agreed with the Buyer</p> <p>costs incurred in respect of Supplier assets which could be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier assets by the Supplier to the Buyer or to the extent that risk and title in any Supplier asset is not held by the Supplier any cost actually incurred by the Supplier in respect of those Supplier assets</p> <p>operational costs which are not included within a or scope, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables</p> <p>Reimbursement Expenses to the extent these have been specified as a cost in the Order Form and are incurred in delivering any Deliverables but</p> <p>including</p> <p>overhead</p> <p>financing or similar costs</p> <p>maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Order Contract period whether in relation to Supplier assets or otherwise</p> <p>data</p> <p>penalties</p> <p>amounts payable under Order Schedule 1 Benchmarking where such Schedule is used and</p> <p>non-cash items including depreciation, amortisation, impairments and movements in provisions</p>
"Crown Body"	<p>the government of the United Kingdom including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales, including, but not limited to, government ministers and government departments</p>

	and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf
"CRTPA"	the Contract Rights of Third Parties Act 2001
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of personal data
"Data Protection Legislation"	the GDPR, the LED and any applicable national implementing Laws as amended from time to time in the DGS 2008 to the extent that it relates to processing of personal data and privacy-related Laws about the processing of personal data and privacy
"Data Protection Officer"	has the meaning given to it in the GDPR
"Data Subject"	has the meaning given to it in the GDPR
"Data Subject Access Request"	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
"Deductions"	any Service Credits, Delay Payments if applicable or any other deduction which the Buyer is paid or is payable to the Buyer under an Order Contract
"Default"	any breach of the obligations of the Supplier including abandonment of a Contract in breach of its terms or any other default including material default, act, omission, negligence or statement of the Supplier, of its subcontractors or any Supplier Staff whatsoever arising in connection with or in relation to the subject matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority
"Default Management Levy"	has the meaning given to it in paragraph 8.11 of DGS Schedule 1 Management Levy and Information
"Delay Payments"	the amounts if any payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Modification Plan
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation
"Delivery"	delivery of the Relevant Deliverable or Milestone in accordance with the terms of an Order Contract as confirmed and accepted by the Buyer by either a confirmation in writing to the Supplier or a purchase Order Schedule or Implementation Plan and Testing is used, issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof

	<p>which the unañailability or could reasonably be anticipated to be unañailable for the period specified in the Order Form for the purposes of this definition the <b>"Disaster Period"</b></p>
<b>"Disclosing Party"</b>	<p>the party directly or indirectly providing Confidential Information to the other party in accordance with Clause 11 that you must keep Confidential</p>
<b>"Dispute"</b>	<p>any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts</p>
<b>"Dispute Resolution Procedure"</b>	<p>the dispute resolution procedure set out in Clause 12 Resolving disputes</p>
<b>"Documentation"</b>	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation whether in hard copy or electronic form is required to be submitted by the Supplier to the Buyer under a Contract as</p> <p>should reasonably be required by a competent third party practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>is required by the Supplier in order to provide the Deliverables and/or has been or shall be generated for the purpose of providing the Deliverables</p>
<b>"DOTAS"</b>	<p>the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notification 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 2013 and in secondary legislation made under powers contained in Part 7 of the Finance Act 2013 and as extended to National Insurance Contributions</p>
<b>"DPA 2018"</b>	<p>the Data Protection Act 2018</p>
<b>"DPS"</b>	<p>the dynamic purchasing system operated by CCS in accordance with Regulation 11 that this D&amp;S Contract governs access to</p>
<b>"DPS Application"</b>	<p>the application submitted by the Supplier to CCS and annexed to or referred to in D&amp;S Schedule 2 D&amp;S Application</p>
<b>"DPS Appointment Form"</b>	<p>the document outlining the D&amp;S Incorporated Terms and Conditions information required for the D&amp;S Contract, to be executed by the Supplier and CCS and subsequently held on the platform</p>

"DPS Contract"	the dynamic purchasing system access agreement established between CCS and the Supplier in accordance with Regulation 33 by the DPS Appointment Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OTE notice
"DPS Contract Period"	the period from the DPS Start Date until the End Date or earlier termination of the DPS Contract
"DPS Expiry Date"	the date of the end of the DPS Contract as stated in the DPS Appointment Form
"DPS Incorporated Terms"	the contractual terms applicable to the DPS Contract specified in the DPS Appointment Form
"DPS Initial Period"	the initial term of the DPS Contract as specified in the DPS Appointment Form
"DPS Optional Extension Period"	such period or periods beyond which the DPS Initial period may be extended up to a maximum of the number of years in total specified in the DPS Appointment Form
"DPS Pricing"	the maximum prices payable to the provision of the Deliverables set out in DPS Schedule of DPS Pricing
"DPS Registration"	the registration process a Supplier undertakes when submitting its details onto the platform
"DPS SQ Submission"	the Supplier's selection questionnaire response
"DPS Special Terms"	any additional terms and conditions specified in the DPS Appointment Form incorporated into the DPS Contract
"DPS Start Date"	the date of start of the DPS Contract as stated in the DPS Appointment Form
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date
"Effective Date"	the date on which the final party has signed the Contract
"EIR"	the Environmental Information Regulations 2004
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2002 (SI 2002/2472) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC
"End Date"	the earlier of a) the Expiry Date as extended by any Extension period exercised by the Authority under Clause 12.2 or if a Contract is terminated before the date specified in a notice, the date of termination of the Contract
"Environmental Policy"	to conserve energy, water, food, paper and other resources, reduce waste and phase out the use of ozone depleting substances and

	minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer
<b>"Estimated Year 1 Contract Charges"</b>	the anticipated total charges payable by the Supplier in the first Contract Year specified in the Order Form
<b>"Estimated Yearly Charges"</b>	<p>means for the purposes of calculating each party's annual liability under clause 22</p> <p>i) in the first Contract Year, the Estimated Year 1 Contract Charges or</p> <p>ii) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year or</p> <p>iii) after the end of the Contract, the Charges paid or payable in the last Contract Year during the Contract period</p>
<b>"Equality and Human Rights Commission"</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time
<b>"Existing IPR"</b>	any and all IPR that are owned by or licensed to either party and which are or have been developed independently of the Contract whether prior to the Start Date or otherwise
<b>"Expiry Date"</b>	the DCS Expiry Date or the Order Expiry Date as the context dictates
<b>"Extension Period"</b>	the DCS Optional Extension period or the Order Optional Extension period as the context dictates
<b>"Filter Categories"</b>	the number of categories specified in DCS Schedule 1 Specification, if applicable
<b>"FOIA"</b>	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
<b>"Force Majeure Event"</b>	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from</p> <p>acts, events, omissions, happenings or non-happenings beyond the reasonable control of the affected party which prevent or materially delay the affected party from performing its obligations under a Contract</p> <p>riots, insurrection, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare</p>

	<p>acts of a Crown Body, local government or regulatory bodies</p> <p>fire, flood or any disaster</p> <p>an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding</p> <p>any industrial dispute relating to the Supplier, the Supplier Staff including any subsets of them or any other failure in the Supplier or the Supplier's supply chain in any event, occurrence, circumstance, matter or cause which is attributable to the default, neglect or failure to take reasonable precautions against it by the party concerned and</p> <p>any failure of delay caused by a lack of funds</p>
<b>"Force Majeure Notice"</b>	a written notice served by the affected party on the other party stating that the affected party believes that there is a Force Majeure Event
<b>"GDPR"</b>	the General Data Protection Regulation (Regulation (EU) 2016/679)
<b>"General Anti-Abuse Rule"</b>	the legislation in Part 1 of the Finance Act 2013 and any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid national Insurance contributions
<b>"General Change in Law"</b>	a Change in Law where the change is of a general legislative nature including taxation or duties of any sort affecting the Supplier or which affects or relates to a Comparable Supply
<b>"Goods"</b>	goods made available by the Supplier as specified in DOS Schedule 1 Specification and in relation to an Order Contract as specified in the Order Form
<b>"Good Industry Practice"</b>	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which could reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector
<b>"Government"</b>	the government of the United Kingdom including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales, including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf
<b>"Government Data"</b>	<p>the data, text, drawings, diagrams, images or sounds together with any database made up of any of these which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which</p> <p>are supplied to the Supplier by or on behalf of the Authority or</p>



	the Supplier is required to generate, process, store or transmit pursuant to a Contract
"Government Procurement Card"	the Government's preferred method of purchasing and payment for goods or services <a href="https://www.gov.uk/government/procurement/government-procurement-card">https://www.gov.uk/government/procurement/government-procurement-card</a>
"Guarantor"	the person if any who has entered into a guarantee in the form set out in Joint Schedule 8 Guarantee in relation to this Contract
"Halifax Abuse Principle"	the principle enained in the C&E Case C20002 Halifax and others
"HMRC"	Her Majesty's Revenue and Customs
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Order Start Date a copy of which has been supplied to the Supplier as updated from time to time in accordance with the Variation Procedure
"Impact Assessment"	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including</p> <p>a details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract</p> <p>details of the cost of implementing the proposed Variation</p> <p>details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the D&amp;S Pricing Charges as a result, any alteration in the resources and/or expenditure required by either party and any alteration to the pricing practices of either party</p> <p>a timetable for the implementation, together with any proposals for the testing of the Variation and</p> <p>such other information as the Relevant Authority may reasonably request in or in response to the Variation request</p>
"Implementation Plan"	the plan for provision of the Deliverables set out in Order Schedule 11 Implementation Plan and Testing where that Schedule is used or otherwise as agreed between the Supplier and the Buyer
"Indemnifier"	a party from whom an indemnity is sought under this Contract
"Independent Control"	where a Controller has provided Personal Data to another party which is not a processor or a Joint Controller because the recipient itself determines the purposes and means of processing but does so separately from the Controller providing it with Personal Data and Independent Controller shall be construed accordingly
"Indexation"	the adjustment of an amount or sum in accordance with D&S Schedule 11 D&S Pricing and the relevant Order Form



	<p>business names, goodwill, designs, know-how, trade secrets and other rights in Confidential Information</p> <p>applications for registration, and the right to apply for registration, for any of the rights listed at 2.1 that are capable of being registered in any country or jurisdiction and</p> <p>any other rights having equivalent or similar effect in any country or jurisdiction</p>
<b>"Invoicing Address"</b>	the address to which the Supplier shall invoice the Buyer as specified in the Order Form
<b>"IPR Claim"</b>	any claim of infringement or alleged infringement including the defence of such infringement or alleged infringement of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier or to which the Supplier has provided access to the Relevant Authority in the fulfilment of its obligations under a Contract
<b>"IR35"</b>	the off-payroll rules requiring individuals who or through their company pay the same tax and National Insurance contributions as an employee which can be found online at <a href="https://www.gov.uk/guidance/ir35-find-out-if-it-applies">https://www.gov.uk/guidance/ir35-find-out-if-it-applies</a>
<b>"Joint Controller Agreement"</b>	the agreement if any entered into between the Relevant Authority and the Supplier substantiating in the form set out in Annex 2 of Joint Schedule 1 <i>Processing Data</i>
<b>"Joint Controllers"</b>	where two or more Controllers jointly determine the purposes and means of processing
<b>"Key Personnel"</b>	the individuals if any identified as such in the Order Form
<b>"Key Sub-Contract"</b>	each Sub-Contract with a Key Subcontractor
<b>"Key Subcontractor"</b>	<p>any Subcontractor</p> <p>which is relied upon to deliver any or all package within the Deliverables in their entirety and/or</p> <p>which, in the opinion of CCS or the Buyer performs or could perform if appointed a critical role in the provision of all or any part of the Deliverables and/or</p> <p>with a Sub-Contract with a contract value which at the time of appointment exceeds or could exceed if appointed 10% of the aggregate Charges forecast to be payable under the Order Contract, and the Supplier shall list all such Key Subcontractors on the</p> <p>platform and in the Key Subcontractor Section in the Order Form</p>
<b>"Know-How"</b>	ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other party's possession before the anticipated Start Date

"Law"	any law, subordinate legislation within the meaning of Section 2 of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory body, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant party is bound to comply
"LED"	Law Enforcement Directive Directive (EU) 2016/680
"Losses"	expenses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly
"Man Day"	7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day
"Man Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling other than to and from the Supplier's offices, or to and from the Sites but excluding lunch breaks
"Management Information"	the management information specified in DSS Schedule 1 Management Levy and Information
"Management Levy"	the sum specified on the platform payable by the Supplier to CCS in accordance with DSS Schedule 1 Management Levy and Information
"Marketing Contact"	shall be the person identified in the DSS Appointment Form
"MI Default"	means when two (2) MI Reports are not provided in any rolling six month period
"MI Failure"	means when an MI report a. contains any material errors or material omissions or a missing mandatory field or b. is submitted using an incorrect MI reporting Template or is not submitted by the reporting date (including where a declaration of no business should have been filed)
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with DSS Schedule 1 Management Levy and Information
"MI Reporting Template"	a. means the form of report set out in the Annex to DSS Schedule 1 Management Levy and Information setting out the information the Supplier is required to supply to the Authority
"Milestone"	an event or task described in the Mobilisation Plan
"Milestone Date"	the target date set out against the relevant Milestone in the Mobilisation Plan by which the Milestone must be achieved

"Month"	a calendar month and "Monthly" shall be interpreted accordingly
"National Insurance"	contributions required by the National Insurance Contributions Regulations 2002 (SI 2002/888) made under section 22 of the Social Security Administration Act 1992
"New IPR"	<p>a IPR in items created by the Supplier or by a third party on behalf of the Supplier specifically for the purposes of a Contract and updates and amendments of these items including but not limited to database schema and/or</p> <p>IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and amendments and updates to the same but shall not include the Supplier's Existing IPR</p>
"Occasion of Tax Non – Compliance"	<p>where</p> <p>a any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2002 which is found on or after 1 April 2003 to be incorrect as a result of</p> <p>i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Hallfa Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Hallfa Abuse Principle; or</p> <p>ii) the failure of an avoidance scheme which the Supplier has involved in, and which has, or should have been, notified to a Relevant Tax Authority under the DOTIS or any equivalent or similar regime in any jurisdiction; and/or</p> <p>any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2002 which gives rise, on or after 1 April 2003, to a criminal conviction in any jurisdiction for tax related offences which is not sent at the Start Date or to a penalty for fraud or evasion</p>
"Open Book Data"	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Order Contract, including details and assumptions relating to</p> <p>a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure including capital replacement costs and the unit cost and total actual costs of a Deliverables</p> <p>b) operating expenditure relating to the provision of the Deliverables including an analysis showing</p> <p>i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables</p> <p>ii) manpower resources broken down into the number and grade/rate of a Supplier Staff free of any contingency</p>

	<p>together with a list of agreed rates against each mancoer grade</p> <p>iii a list of Costs underpinning those rates for each mancoer grade, being the agreed rate less the Supplier Profit Margin and</p> <p>iv Reimbursement Expenses, if applied under the Order Form</p> <p>Overheads</p> <p>d a interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables</p> <p>e the Supplier Profit achieved over the DCS Contract period and on an annual basis</p> <p>f confirmation that a methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier</p> <p>g an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency and</p> <p>the actual Costs profile for each Service period</p>
"Order"	a means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract
"Order Contract"	the Contract between the Buyer and the Supplier entered into pursuant to the provisions of the DCS Contract, which consists of the terms set out and referred to in the Order Form
"Order Contract Period"	the Contract period in respect of the Order Contract
"Order Expiry Date"	the date of the end of an Order Contract as stated in the Order Form
"Order Form"	a completed Order Form Template or equivalent information issued by the Buyer used to create an Order Contract
"Order Form Template"	the template in DCS Schedule 6 Order Form Template and Order Schedules
"Order Incorporated Terms"	the contractual terms applicable to the Order Contract specified under the relevant heading in the Order Form
"Order Initial Period"	the Initial period of an Order Contract specified in the Order Form
"Order Optional Extension Period"	such period or periods beyond which the Order Initial period may be extended up to a maximum of the number of years in total specified in the Order Form
"Order Procedure"	the process for awarding an Order Contract pursuant to Clause 2 (How the Contract is awarded and DCS Schedule 7 Order Procedure)
"Order Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Order Contract

<b>"Order Start Date"</b>	the date of start of an Order Contract as stated in the Order Form
<b>"Order Tender"</b>	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements for procuring an Order procedure and set out at Order Schedule 1 Order Tender
<b>"Other Contracting Authority"</b>	any actual or potential Buyer under the DfS Contract
<b>"Overhead"</b>	those amounts which are intended to recover a proportion of the Supplier's or the key Subcontractor's (as the context requires) indirect or corporate costs including financing, marketing, advertising, research and development and insurance costs and any fines or penalties (but excluding a bona fide indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within the scope of the definition of "Costs")
<b>"Parliament"</b>	takes its natural meaning as interpreted by Law
<b>"Party"</b>	in the context of the DfS Contract, CCS or the Supplier, and in the in the context of an Order Contract the Buyer or the Supplier. <b>"Parties"</b> shall mean both of them where the context permits
<b>"Performance Indicators" or "PIs"</b>	the performance measurements and targets in respect of the Supplier's performance of the DfS Contract set out in DfS Schedule 1 DfS Management
<b>"Personal Data"</b>	has the meaning given to it in the GDPR
<b>"Personal Data Breach"</b>	has the meaning given to it in the GDPR
<b>"Personnel"</b>	managers, officers, employees, agents, consultants and suppliers of a party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract
<b>"Platform"</b>	the online application operated on behalf of CCS to facilitate the technical operation of the DfS
<b>"Prescribed Person"</b>	a legal adviser, an MP or an appropriate body which a historical officer may make a disclosure to as detailed in the historical list of prescribed people and bodies, 20 November 2019, available online at <a href="https://www.gov.uk/government/consultations/consulting-the-historical-list-of-prescribed-people-and-bodies-20-november-2019">https://www.gov.uk/government/consultations/consulting-the-historical-list-of-prescribed-people-and-bodies-20-november-2019</a>
<b>"Processing"</b>	has the meaning given to it in the GDPR
<b>"Processor"</b>	has the meaning given to it in the GDPR
<b>"Processor Personnel"</b>	managers, officers, employees, agents, consultants and suppliers of the processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract

<b>"Progress Meeting"</b>	a meeting between the Buyer authorised Representative and the Supplier authorised Representative
<b>"Progress Meeting Frequency"</b>	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 11 as specified in the Order Form
<b>"Progress Report"</b>	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates
<b>"Progress Report Frequency"</b>	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 11 as specified in the Order Form
<b>"Prohibited Acts"</b>	<p>a) to directly or indirectly offer, promise or give any person acting for or engaged by a Buyer or any other third party a financial or other advantage to</p> <ul style="list-style-type: none"> <li>i) induce that person to perform improperly a relevant function or activity or</li> <li>ii) reward that person for improper performance of a relevant function or activity</li> </ul> <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract or</p> <p>c) committing any offence</p> <ul style="list-style-type: none"> <li>i) under the Bribery Act 2006 or any legislation repealed or replaced by such Act or</li> <li>ii) under legislation or common law concerning fraudulent acts or</li> <li>iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other third party or any activity, practice or conduct which could constitute one of the offences listed under paragraph 1 if such activity, practice or conduct had been carried out in the UK</li> </ul>
<b>"Protective Measures"</b>	<p>appropriate technical and organisational measures which may include pseudonymising and encrypting personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in DfS Schedule 1 Cyber Essentials, if applicable, in the case of the DfS Contract or Order</p> <p>Schedule 1 Security, if applicable, in the case of an Order Contract</p>
<b>"Recall"</b>	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects including defects in the right IPR rights that might endanger health or hinder performance
<b>"Recipient Party"</b>	the party which receives or obtains directly or indirectly Confidential Information



<b>"Rectification Plan"</b>	<p>the Supplier shall or revised plan to rectify its breach using the template in Joint Schedule 10 "Rectification Plan Template" which shall include</p> <p>a full details of the Default that has occurred, including a root cause analysis</p> <p>the actual or anticipated effect of the Default and</p> <p>the steps which the Supplier proposes to take to rectify the Default if applicable and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default where applicable</p>
<b>"Rectification Plan Process"</b>	the process set out in Clause 10.1 to 10.4 "Rectification Plan Process"
<b>"Regulations"</b>	a the EU Contracts Regulations 2007 and/or the EU Contracts (Scotland) Regulations 2007 as the context requires
<b>"Reimbursable Expenses"</b>	<p>the reasonable out of pocket travel and subsistence for accommodation, hotel and food expenses, conveyance and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including</p> <p>travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing and subsistence expenses incurred by Supplier Staff whilst performing</p> <p>the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed</p>
<b>"Relevant Authority"</b>	the authority which is party to the Contract to which a right or obligation is owed, as the context requires
<b>"Relevant Authority's Confidential Information"</b>	<p>all personal data and any information, however it is conveyed, that relates to the business, affairs, documents, property rights, trade secrets, know-how and IPR of the Relevant Authority</p> <p>including a Relevant Authority Existing IPR and new IPR</p> <p>any other information clearly designated as being confidential whether or not it is marked "confidential" or which ought reasonably be considered confidential which comes or has come to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract and</p>
	information derived from any of the above
<b>"Relevant Requirements"</b>	a applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2007 and any guidance issued by the Secretary of State pursuant to section 4 of the Bribery Act 2007
<b>"Relevant Tax Authority"</b>	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established

<b>"Reminder Notice"</b>	a notice sent in accordance with Clause 11.1 given by the Supplier to the Buyer providing notification that payment has not been received on time
<b>"Replacement Deliverables"</b>	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Order Entry Date, whether those goods are provided by the Buyer internally and/or by any third party
<b>"Replacement Subcontractor"</b>	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date or any Subcontractor of any such Subcontractor
<b>"Replacement Supplier"</b>	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer
<b>"Request For Information"</b>	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOI or the EIRs
<b>"Required Insurances"</b>	the insurances required by Joint Schedule 1 Insurance Requirements or any additional insurances specified in the Order Form
<b>"Satisfaction Certificate"</b>	the Certificate materially in the form of the document contained in Part B of Order Schedule 11 Implementation Plan and Testing or as agreed by the parties where Order Schedule 11 is not used in this Contract granted by the Buyer when the Supplier has met all of the requirements of an Order, achieved a Milestone or a Test
<b>"Schedules"</b>	any attachment to a DCS or Order Contract which contains important information specific to each aspect of buying and selling
<b>"Security Management Plan"</b>	the Supplier's security management plan prepared pursuant to Order Schedule 1 Security of Information
<b>"Security Policy"</b>	the Buyer's security policy, referred to in the Order Form, in force as at the Order Start Date a copy of which has been supplied to the Supplier as updated from time to time and notified to the Supplier
<b>"Self Audit Certificate"</b>	means the Certificate in the form as set out in DCS Schedule 8 Self Audit Certificate
<b>"Serious Fraud Office"</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time
<b>"Service Levels"</b>	any service levels applicable to the provision of the Deliverables under the Order Contract which, where Order Schedule 11 Service Credits is used in this Contract, are specified in the Annex to Part 1 of such Schedule
<b>"Service Period"</b>	has the meaning given to it in the Order Form

<b>"Services"</b>	services made available by the Supplier as specified in D&S Schedule 1 (Specification) and in relation to an Order Contract as specified in the Order Form
<b>"Service Transfer"</b>	any transfer of the Deliverables or any part of the Deliverables, for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor
<b>"Service Transfer Date"</b>	the date of a Service Transfer
<b>"Sites"</b>	any premises including the Buyer premises, the Supplier's premises or third party premises, from, to or at which a) the Deliverables are or are to be provided or the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables
<b>"SME"</b>	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises
<b>"Special Terms"</b>	a) any additional Causes set out in the D&S Appointment Form or Order Form which shall form part of the respective Contract
<b>"Specific Change in Law"</b>	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date
<b>"Specification"</b>	the specification set out in D&S Schedule 1 (Specification), as may, in relation to an Order Contract, be supplemented by the Order Form
<b>"Standards"</b>	any a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies and their successor bodies that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with b) standards detailed in the specification in D&S Schedule 1 (Specification)
	c) standards detailed by the Buyer in the Order Form or agreed between the parties from time to time relevant Government codes of practice and guidance applicable from time to time
<b>"Start Date"</b>	in the case of the D&S Contract, the date specified on the D&S Appointment Form, and in the case of an Order Contract, the date specified in the Order Form

<b>"Statement of Requirements"</b>	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Order Procedure
<b>"Storage Media"</b>	the part of any device that is capable of storing and retrieving data
<b>"Sub-Contract"</b>	<p>any contract or agreement for proposed contract or agreement, other than an Order Contract or the DCS Contract, pursuant to which a third party</p> <p>provides the Deliverables for any part of them</p> <p>provides facilities or services necessary for the provision of the Deliverables for any part of them and/or is responsible for the management, direction or control of the provision of the Deliverables for any part of them</p>
<b>"Subcontractor"</b>	any person other than the Supplier, who is a party to a SubContract and the servants or agents of that person
<b>"Subprocessor"</b>	any third party appointed to process Personal Data on behalf of that processor related to a Contract
<b>"Supplier"</b>	the person, firm or company identified in the DCS Appointment Form
<b>"Supplier Assets"</b>	assets and rights used by the Supplier to provide the Deliverables in accordance with the Order Contract but excluding the Buyer assets
<b>"Supplier Authorised Representative"</b>	the representative appointed by the Supplier named in the DCS Appointment Form, or later defined in an Order Contract
<b>"Supplier's Confidential Information"</b>	<p>any information, however it is conveyed, that relates to the business, affairs, documents, IPR of the Supplier including the Supplier Existing IPR, trade secrets, know-how, and/or personnel of the Supplier</p> <p>any other information clearly designated as being confidential whether or not it is marked as "confidential" or which ought reasonably to be considered to be confidential and which comes for or has come to the Supplier's attention or into the Supplier's possession in connection with a Contract</p> <p>Information derived from any of a and b above</p>
<b>"Supplier's Contract Manager"</b>	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Order Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment
<b>"Supplier Equipment"</b>	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier but not hired, leased or loaned from the Buyer in the performance of its obligations under this Order Contract

<b>"Supplier Non-Performance"</b>	<p>where the Supplier has failed to</p> <p>a) achieve a Milestone by its Milestone Date</p> <p>or</p> <p>b) provide the Goods and/or Services in accordance with the Service Levels and/or comply with an obligation under a Contract</p>
<b>"Supplier Profit"</b>	in relation to a period, the difference between the total Charges in nominal cash flow terms but excluding any Deductions and total Costs in nominal cash flow terms in respect of an Order Contract for the relevant period
<b>"Supplier Profit Margin"</b>	a) in relation to a period or a Milestone as the context requires, the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage
<b>"Supplier Staff"</b>	any directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract
<b>"Supply Chain Information Report Template"</b>	the document at Annex of Joint Schedule 2 (Supply Chain Visibility)
<b>"Supporting Documentation"</b>	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursement Expenses and other sums due from the Buyer under the Order Contract detailed in the information are properly payable
<b>"Termination Notice"</b>	a written notice of termination given by one party to the other, notifying the party receiving the notice of the intention of the party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination
<b>"Test Issue"</b>	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in an Order Contract
<b>"Test Plan"</b>	<p>a plan</p> <p>a) for the Testing of the Deliverables and</p> <p>setting out other agreed criteria related to the achievement of Milestones</p>
<b>"Tests and Testing"</b>	any tests required to be carried out pursuant to an Order Contract as set out in the Test Plan or elsewhere in an Order Contract and <b>"Tested"</b> shall be construed accordingly
<b>"Third Party IPR"</b>	any Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables

<b>"Transferring Supplier Employees"</b>	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations apply on the Service Transfer Date
<b>"Transparency Information"</b>	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for <ul style="list-style-type: none"> <li>(i) any information which is exempt from disclosure in accordance with the provisions of the FOI, which shall be determined by the Relevant Authority and</li> <li>(ii) Commercially Sensitive Information</li> </ul>
<b>"Transparency Reports"</b>	the information relating to the Deliverables and Performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Order Schedule 1 (Transparency Reports)
<b>"Variation"</b>	has the meaning given to it in Clause 2 (Changing the Contract)
<b>"Variation Form"</b>	the form set out in Joint Schedule 2 (Variation Form)
<b>"Variation Procedure"</b>	the procedure set out in Clause 2 (Changing the Contract)
<b>"VAT"</b>	Value added tax in accordance with the provisions of the Value Added Tax Act 1990
<b>"VCSE"</b>	a non-governmental organisation that is value-driven and which primarily reinvests its surpluses to further social, environmental or cultural objectives
<b>"Worker"</b>	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which procurement policy note 8000 (Tax arrangements of public appointees) <a href="https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/8000/tax-arrangements-of-public-appointees.pdf">https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/8000/tax-arrangements-of-public-appointees.pdf</a> applies in respect of the Deliverables and
<b>"Working Day"</b>	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the parties in the Order Form.

## Joint Schedule 2 (Variation Form)

This form is to be used in order to change a Contract in accordance with Clause 2  
Changing the Contract

Contract Details		
This Variation is between	UK Research & Innovation "the Buyer" and TBC "the Supplier"	
Contract name	PS22048 UKRI Stakeholder perception research ("the Contract")	
Contract reference number	[insert contract reference number]	
Details of Proposed Variation		
Variation initiated by	[delete as appropriate CCS/Buyer/Supplier]	
Variation number	[insert variation number]	
Date Variation is raised	[insert date]	
Proposed Variation		
Reason for the Variation	[insert reason]	
On Impact Assessment shall be provided within	[insert number] days	
Impact of Variation		
Likely impact of the proposed Variation	[Supplier to insert assessment of impact]	
Outcome of Variation		
Contract Variation	This Contract detailed above is varied as follows <ul style="list-style-type: none"> <li>[CCS/Buyer to insert original Clauses or Paragraphs to be varied and the changed Clause]</li> </ul>	
Financial Variation	Original Contract value	[insert amount]
	Additional cost due to Variation	[insert amount]
	New Contract value	[insert amount]

- 1. This variation must be agreed and signed by both parties to the Contract and shall only be effective from the date it is signed by **[delete as appropriate CCS Buyer]**
- 2. Words and expressions in this variation shall have the meanings given to them in the Contract.
- 3. The Contract, including any previous variations, shall remain effective and unaltered except as amended by this variation.



Signed by an authorised signatory for and on behalf of the Buyer

Signature

Date

Name in Capital

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name in Capital

Address

## Joint Schedule 3 (Insurance Requirements)

### The insurance you need to have

1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under an Order Contract specified in the applicable Order Form "Additional Insurances" and any other insurances as may be required by applicable Law together the **Insurances**. The Supplier shall ensure that each of the Insurances is effective no later than

1.1.1 the DCS Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law and

1.1.2 the Order Contract Effective Date in respect of the Additional Insurances.

### 1.2 The Insurances shall

1.2.1 maintained in accordance with Good Industry Practice

1.2.2 so far as is reasonably practicable on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time

1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market and

1.2.4 maintained for at least six years after the End Date.

1.3 The Supplier shall ensure that the Supplier and Products liability policy contain an indemnity to include as cause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

### How to manage the insurance

2.1 Without limiting the other provisions of this Contract, the Supplier shall

2.1.1 take or procure the taking of a reasonable risk management and risk control measures in relation to Deliverables as it should be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers

- 2.1.2 Promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Suinsurer is or becomes a party and
- 2.1.3 hold a portfolio in respect of the Insurances and cause any insurer broker effecting the Insurances to hold any insurance sums and other evidence of acting broker representing any of the Insurances to which it is a party.

### What happens if you aren't insured

- 1.1 The Suinsurer shall not take any action or fail to take any action or insofar as is reasonably within its power permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 1.2 Where the Suinsurer has failed to purchase or maintain any of the Insurances in force and effect, the Relevant Authority may elect but shall not be obliged to issue written notice to the Suinsurer to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Suinsurer.

### Evidence of insurance you must provide

- 1.1 The Suinsurer shall upon the Start Date and within 10 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

### Making sure you are insured to the required amount

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

### Cancelled Insurance

- 1.1 The Suinsurer shall notify the Relevant Authority in writing at least five Working Days prior to the cancellation, suspension, termination or nonrenewal of any of the Insurances.
- 1.2 The Suinsurer shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or broker, or to treat any insurance, broker or claim as voided in whole or in part. The Suinsurer shall use all reasonable endeavours to notify the Relevant Authority (subject to third party

Confidentiality obligations as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

## Insurance claims

7.1 The Suinsurer shall promptly notify to insurers any matter arising from, or in relation to, the Deiberations, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deiberations, the Suinsurer shall cooperate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

7.2 Except where the Relevant Authority is the claimant party, the Suinsurer shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to paragraph 1.1 relating to or arising out of the provision of the Deiberations or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, could be made on any of the Insurances and if required by the Relevant Authority full details of the incident giving rise to the claim.

7.3 Where any Insurance requires payment of a premium, the Suinsurer shall be liable for and shall promptly pay such premium.

7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Suinsurer shall be liable for such excess or deductible. The Suinsurer shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

## ANNEX: REQUIRED INSURANCES

1. The Supplier shall hold the following standard insurance cover from the DfS Start Date in accordance with this Schedule

1. Professional indemnity insurance with cover for a single event or a series of related events and in the aggregate of not less than one million pounds  
£1,000,000

2. Public liability insurance with cover for a single event or a series of related events and in the aggregate of not less than one million pounds £1,000,000 and

3. Employers' liability insurance with cover for a single event or a series of related events and in the aggregate of not less than five million pounds £5,000,000

## Joint Schedule 4 (Commercially Sensitive Information)

### 1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Suppliers Confidential Information that is genuinely commercially sensitive and the disclosure of which could be the subject of an exemption under the FOIA and the EIRs.
- 1.2 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 in the table below and in the Order Form which shall be deemed incorporated into the table below.
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 22 when you can share information, the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
na			

# Joint Schedule 5 (Corporate Social Responsibility)

## What we expect from our Suppliers

- 1.1 In September 2007, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.  
[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/100007/2007\\_supplier\\_code\\_of\\_conduct\\_september\\_2007.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/100007/2007_supplier_code_of_conduct_september_2007.pdf)
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

## Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its public Sector Equality duty under Section 1 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to
  - 2.1.1 eliminate discrimination, harassment or victimisation of any kind and
  - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

## Modern Slavery, Child Labour and Inhumane Treatment

"Modern Slavery Helpline" means the mechanism for reporting suspicion, seeing help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 0800 207000.

### 1.1 The Supplier

- 1.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour

- 11.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify others with the Employer and shall be free to leave their employer after reasonable notice
- 11.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
- 11.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world.
- 11.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world.
- 11.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions
- 11.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract
- 11.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with paragraph 11
- 11.9 shall not use, nor allow its employees or Subcontractors to use physical force or discipline, the threat of physical force, sexual or other harassment and blackmail or other forms of intimidation of its employees or Subcontractors
- 11.10 shall not use or allow child or slave labour to be used by its Subcontractors
- 11.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

## Income Security

### 11 The Supplier shall

- 11.1 ensure that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment
- 11.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter
- 11.3 ensure that all workers are provided with written and understandable Information about their employment conditions in respect of wages before



they enter employment and account the particulars of their wages for the pay period concerned each time that they are paid

1.1.1 not make deductions from wages

(a) as a disciplinary measure

(b) except where permitted by law

(c) without expressed permission of the employer concerned

1.1.2 record disciplinary measures taken against Supplier Staff and

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

## Working Hours

1.1 The Supplier shall

1.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements

1.1.2 ensure that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 8 hours per week unless the individual has agreed in writing

1.1.3 ensure that use of overtime is used responsibly, taking into account

(a) the extent

(b) frequency and

(c) hours worked

by individuals and by the Supplier Staff as a whole

1.2 The total hours worked in any seven day period shall not exceed 48 hours, except where covered by paragraph 1.1.1.2.

1.3 Working hours may exceed 48 hours in any seven day period only in exceptional circumstances where all of the following are met

1.3.1 this is allowed by national law

1.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce

1.3.3 appropriate safeguards are taken to protect the workers' health and safety and

1.3.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production needs, accidents or emergencies.

1.4 Supplier Staff shall be provided with at least one day off in every seven day period or, where allowed by national law, two days off in every fourteen day period.

**Sustainability**

- The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at

<https://www.gov.uk/government/procurements/sustainable-procurement/the-government-buying-standards/gbs>

## Joint Schedule 10 (Rectification Plan)

Request for Rectification Plan			
Details of the Default			
Deadline for receiving the Rectification Plan	Add date minimum days from request		
Signed by CCS Buyer		Date	
Supplier Rectification Plan			
Cause of the Default	Add cause		
Anticipated impact assessment	Add impact		
Anticipated effect of Default	Add effect		
Steps to be taken to rectification	<b>Steps</b>	<b>Timescale</b>	
	1.	date	
	2.	date	
	3.	date	
	4.	date	
	5.	date	

Timescale for completion of Rectification of Default	Working Days		
Steps taken to prevent recurrence of Default	<b>Steps</b>	<b>Timescale</b>	
	1.	date	
	2.	date	
	3.	date	
	4.	date	
	5.	date	
Signed by the Supplier		Date	
<b>Review of Rectification Plan CCS Buyer</b>			
Outcome of review	<input type="checkbox"/> an <input type="checkbox"/> rejected <input type="checkbox"/> an Rejected <input type="checkbox"/> Rejected <input type="checkbox"/> an Rejected <input type="checkbox"/>		
Reasons for Rejection if applicable	add reasons		
Signed by CCS Buyer		Date	

## Joint Schedule 11 (Processing Data)

### Definitions

1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 11 Definitions:

**“Processor Personnel”**      a) directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under a Contract

### Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each Party under the DPA 2018. Each Party may act as:

a) Controller in respect of the other Party who is Processor

b) Processor in respect of the other Party who is Controller

c) Joint Controller with the other Party

d) Independent Controller of the Personal Data where the other Party is also Controller

in respect of certain Personal Data under a Contract and shall specify in Annex (Processing Personal Data) which scenario they think shall apply in each situation.

## Where one Party is Controller and the other Party its Processor

- Where a Party is a Processor, the only Processing that it is authorised to do is listed in *Annex (Processing Personal Data)* by the Controller.
- The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- The Processor shall provide a reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include
  - a systematic description of the envisaged Processing and the purpose of the Processing
  - an assessment of the necessity and proportionality of the Processing in relation to the Data Protection
  - an assessment of the risks to the rights and freedoms of Data Subjects and
  - the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- The Processor shall in relation to any Personal Data processed in connection with its obligations under the Contract
  - Process that Personal Data only in accordance with *Annex (Processing Personal Data)* unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law
  - ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 11.1 of the Core Terms, which the Controller may reasonably reject but failure to reject shall not amount to an approval by the Controller of the adequacy of the Protective Measures having taken account of the
    - nature of the data to be protected
    - harm that might result from a Personal Data Breach
    - state of technological development and
    - cost of implementing any measures
  - ensure that
    - the Processor Personnel do not Process Personal Data except in accordance with the Contract and in particular *Annex (Processing Personal Data)*
    - it takes a reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they
      - are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 11.1 *Data protection* and 11.2 *When you can share information*

- (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-Processor
    - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract and
    - (D) have undergone adequate training in the use, care, protection and handling of Personal Data
  - (d) not transfer Personal Data outside of the UK or EEA unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled
    - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer whether in accordance with UK GDPR Article 44 or LED Article 74 as determined by the Controller
    - (ii) the Data Subject has enforceable rights and effective legal remedies
    - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations and
    - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data and
  - (e) at the written direction of the Controller, delete or return Personal Data and any copies of it to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
7. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to its processing of Personal Data under or in connection with the Contract it
- (a) receives a Data Subject Access Request or Purported Data Subject Access Request
  - (b) receives a request to rectify, delete or erase any Personal Data
  - (c) receives any other request, complaint or communication relating to either party's obligations under the Data Protection Legislation
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under the Contract
  - (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 Personal Data Breach.
8. The Processor's obligation to notify under paragraph 8 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.

1. Taking into account the nature of the processing, the processor shall provide the Controller with assistance in relation to either party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 1 of this Joint Schedule and insofar as possible within the timescales reasonably required by the Controller including by immediately providing
  - a) the Controller with full details and copies of the complaint, communication or request
  - bb) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation
  - ccc) the Controller, at its request, with any personal data it holds in relation to a Data Subject
  - dd) assistance as requested by the Controller following any personal data breach and/or
  - ee) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
2. The processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule and. This requirement does not apply where the processor employs fewer than 25 staff, unless
  - a) the Controller determines that the processing is not occasional
  - bb) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or personal data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR or
  - ccc) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
3. The processor shall allow for audits of its Data processing activity by the Controller or the Controller's designated auditor.
4. The parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
5. Before appointing any Subprocessor to process any personal data related to the Contract, the processor must
  - a) notify the Controller in writing of the intended Subprocessor and processing
  - bb) obtain the written consent of the Controller
  - ccc) enter into a written agreement with the Subprocessor which gives effect to the terms set out in this Joint Schedule and such that they apply to the Subprocessor and
  - dd) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
6. The processor shall remain fully liable for acts or omissions of any of its Subprocessors.



- 11. The Relevant Authority may, at any time on not less than thirty (30) Working Days notice, revise this Joint Schedule or by replacing it with any appropriate Controller to processor standard clauses or similar terms forming part of an appropriate certification scheme which shall apply when incorporated by attachment to the Contract.
- 12. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

### Where the Parties are Joint Controllers of Personal Data

- 17. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with the GDPR Article 2 based on the terms set out in Annex 2 to this Joint Schedule.

### Independent Controllers of Personal Data

- 18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the appropriate Data Protection Legislation in respect of their processing of such Personal Data as Controller.
- 19. Each Party shall process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
- 20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 8 of this Joint Schedule or a copy, the recipient of the Personal Data will provide a such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
- 21. The Parties shall be responsible for their own compliance with Articles 1 and 2 of the GDPR in respect of the processing of Personal Data for the purposes of the Contract.
- 22. The Parties shall only provide Personal Data to each other
  - (a) to the extent necessary to perform their respective obligations under the Contract
  - (b) in compliance with the Data Protection Legislation including by ensuring a required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 1 and 2 of the GDPR and
  - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
- 23. Taking into account the state of the art, the costs of implementation and the nature, scope, content and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall with respect to its processing of Personal Data as Independent Controller, implement

and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 25(1)(a), (b), (c) and (d) of the EU GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 2 of the EU GDPR.

2. The Party Processing Personal Data for the purposes of the Contract shall maintain a record of its processing activities in accordance with Article 30 EU GDPR and shall make the record available to the other Party upon reasonable request.
2. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract ("**Request Recipient**")
  - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient or
  - (b) Where the request or correspondence is directed to the other Party and/or relates to that other Party's processing of the Personal Data, the Request Recipient shall
    - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party and
    - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
2. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall
  - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach
  - (b) implement any measures necessary to restore the security of any compromised Personal Data
  - (c) cooperate with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation including the timeframes set out therein and
  - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).

28. Personal Data shall not be retained or processed for longer than is necessary to perform each party's respective obligations under the Contract which is specified in Annex (Processing Personal Data).
29. Notwithstanding the general obligation of paragraphs 2 to 28 of this Joint Schedule to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 28 to 27 of this Joint Schedule 29.

## Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

1.1 The contact details of the Relevant Authority's Data Protection Officer are [REDACTED]

1.2 The contact details of the Supplier's Data Protection Officer are [REDACTED]

1.3 The processor shall comply with any further written instructions with respect to processing by the Controller.

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

Description	Details
Subject matter of the processing	The collection of data for, and the creation of, a report entitled <b>Q&amp;QRI Stakeholder Perceptions</b> . The data and report will be submitted to <b>Q&amp;QRI</b> at the end of the contract.
Duration of the processing	Start March 2022 and last for a period up to 12 weeks
Nature and purposes of the processing	The data processing is carried out on behalf of <b>Q&amp;QRI</b> by the supplier. <b>Q&amp;QRI</b> 's legal basis for processing is <b>Public Task</b> .  The supplier will act as a data processor for <b>Q&amp;QRI</b> . <b>Q&amp;QRI</b> will supply contact details to the supplier for those stakeholders who will be requested to take part. The supplier will interview those stakeholders on behalf of <b>Q&amp;QRI</b> using a set interview script to be developed jointly by <b>Q&amp;QRI</b> and the supplier. Interview methodology can be carried out may include video, telephone and/or face to face interviews, either as individuals or as focus groups of similar stakeholders. The supplier will collect, store, analyse and process the data into a final report draft format TBC.
Type of personal Data	<b>Q&amp;QRI</b> will share the following data types with the supplier Name, email or professional email name of the organisation the stakeholder works for, job title.  The supplier will collect and process the following data on behalf of <b>Q&amp;QRI</b> Views and opinions relating to the perceptions of <b>Q&amp;QRI</b> as detailed in the interview script.

Categories of Data Subject	Key stakeholders identified by DRI with relevant links and experience of country such as CEO or senior manager from trade bodies, research institutions, higher education, not for profit research organisations, academics.
Plan for return and destruction of the data once the processing is complete <input type="checkbox"/> LESS requirement under union or member state <input type="checkbox"/> to preserve that type of data	Supplier to return all data to DRI at the completion of the contract.

## Order Schedule 1 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to [UK GDPR](#) and is required to transparency principles.
- 1.2 <https://www.gov.uk/government/consultations/procurement-policy-note-2020-update-to-transparency-principles> The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that [UK GDPR](#).
- 1.3 Without prejudice to the Supplier's reporting requirements set out in the DfS Contract, within three months of the Start Date the Supplier shall submit to the Buyer for [procurement](#) such [procurement](#) not to be unreasonable with held or delayed draft Transparency Reports consistent with the content requirements and format set out in the [Annex](#) of this Schedule.
- 1.4 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further [procurement](#) within five days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.5 The Supplier shall provide accurate and up to date versions of each Transparency Report to the Buyer at the frequency referred to in the [Annex](#) of this Schedule.

Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Performance			
Order Contract Charges			
Key Subcontractors			
Technical			
Performance management			

## Order Schedule 2 (Staff Transfer)

Buyers must ensure that appropriate provisions are included to deal with staff transfer on both entry and exit, and, irrespective of whether TEE does a copy on entry if there are employees eligible for the Fair Deal Pension Protection then the appropriate provisions must also need to be selected.

If there is a staff transfer from the Buyer on entry 1st generation then Part A shall apply.

If there is a staff transfer from former incumbent supplier on entry 2nd generation, Part B shall apply.

If there is both a 1st and 2nd generation staff transfer on entry, then both Part A and Part B shall apply.

If either Part A and/or Part B apply, then consider whether Part D provisions shall apply and the Buyer shall indicate on the Order Form which one shall apply either DCS, D2, HS, D, LG, S or D Other Schemes. Part D provisions may also apply where there is not a TEE transfer for example where the incumbent provider is successful.

If there is no staff transfer either 1st generation or 2nd generation at the Start Date then Part C shall apply and Part D provisions may also apply where there is not a TEE transfer for example where the incumbent provider is successful.

If the position on staff transfers is not known at the bid stage, include Parts A, B, C and D at the bid stage and then update the Buyer Contract Details before signing to specify whether Parts A and/or B, or C and D apply to the Contract.

Part E dealing with staff transfer on exit shall apply to every Contract.

For further guidance on this Schedule contact Government Legal Department's Employment Law Group.

### 1. Definitions

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

<p><b>“Acquired Rights Directive”</b></p>	<p>the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time</p> <p>2</p>
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<b>"Employee Liability"</b>	<p>3 a) claims, actions, proceedings, orders, demands, compensation, investigations save for any claims for personal injury which are covered by insurance and any award, compensation, damages, tribunals awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following</p> <p>a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments</p>
	<p>b) unfair, wrongful or constructive dismissal compensation</p>
	<p>c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equality pay</p>
	<p>d) compensation for less favourable treatment of part-time workers or fixed term employees</p>
	<p>e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions</p>
	<p>f) employment claims whether in tort, contract or statute or otherwise</p>
	<p>g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation</p>
<b>"Former Supplier"</b>	<p>a supplier supplying services to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Services for any part of the Services and shall include any Subcontractor of such supplier or any Subcontractor of any such Subcontractor</p>

<b>"New Fair Deal"</b>	<p>the revised Fair Deal position set out in the HM Treasury guidance "<i>Fair Deal for Staff Pensions: Staff Transfer from Central Government</i>" issued in October 2014 including</p> <ul style="list-style-type: none"> <li>i) any amendments to that document immediately prior to the Relevant Transfer Date and</li> <li>ii) any similar pension protection in accordance with the Annexes DDD in clause to part D of this Schedule as notified to the Supplier by the Buyer</li> </ul>
<b>"Old Fair Deal"</b>	<p>HM Treasury Guidance "<i>Staff Transfers from Central Government: A Fair Deal for Staff Pensions</i>" issued in June 2014 including the supplementary guidance "<i>Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues</i>" issued in June 2014</p>
<b>"Partial Termination"</b>	<p>the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 11.1 when CCS or the Buyer can end this Contract or 11.1 when the Supplier can end the Contract</p>
<b>"Relevant Transfer"</b>	<p>a transfer of employment to which the Employment Regulations applies</p>
<b>"Relevant Transfer Date"</b>	<p>in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of part DDD and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier or Subcontractor, references to the Relevant Transfer Date shall become references to the Start Date</p>

<b>"Staffing Information"</b>	<p>in relation to a <input type="checkbox"/> persons identified on the Supplier's <input type="checkbox"/> Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request <input type="checkbox"/> subject to a <input type="checkbox"/> applicable provisions of the Data Protection Legislation, but including in an anonymised format</p> <p><input type="checkbox"/> their ages, dates of commencement of employment or engagement, gender and <input type="checkbox"/> of <input type="checkbox"/></p>
	<p><input type="checkbox"/> details of <input type="checkbox"/> whether they are employed, self-employed contractors or consultants, agency workers or otherwise</p>
	<p><input type="checkbox"/> the identity of the employer or relevant contracting party</p>
	<p><input type="checkbox"/> their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments</p>
	<p><input type="checkbox"/> their wages, salaries, bonuses and profit sharing arrangements as applicable</p>
	<p><input type="checkbox"/> details of other employment-related benefits, including <input type="checkbox"/> without limitation <input type="checkbox"/> medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and <input type="checkbox"/> any car schedules applicable to them</p>
	<p><input type="checkbox"/> any outstanding or potential contractual, statutory or other liabilities in respect of such individuals including in respect of personal injury claims</p>
	<p><input type="checkbox"/> details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence</p>
	<p><input type="checkbox"/> copies of a relevant documents and materials relating to such information, including copies of relevant contracts of employment or relevant</p>

	standard contracts if applied generally in respect of such employees and
	any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations
<b>"Supplier's Final Supplier Personnel List"</b>	a list provided by the Supplier of a Supplier Staff whose transfer under the Employment Regulations on the Service Transfer Date
<b>"Supplier's Provisional Supplier Personnel List"</b>	a list prepared and updated by the Supplier of a Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier
<b>"Term"</b>	the period commencing on the Start Date and ending on the expiry of the Initial period or any Extension period or on earlier termination of the relevant Contract
<b>"Transferring Buyer Employees"</b>	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date
<b>"Transferring Former Supplier Employees"</b>	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date.

## 2. INTERPRETATION

- 2.1 Where a provision in this Schedule imposes any obligation on the Supplier including without limit to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.
- 2.2 The provisions of paragraphs 2.1 and 2.2 of Part A, paragraph 1.1 of Part B, paragraphs 1.1, 1.7 and 1.8 of Part C, Part D and paragraphs 1.1, 2.1 and 2.8 of Part E of this Schedule together with Third Party provisions confer benefits on third parties each such person a Third Party Beneficiary and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRT.

- 2.1 Subject to paragraph 2.2 above, a person who is not a party to this Order Contract has no right under the CRT to enforce any term of this Order Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that act.
- 2.2 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
- 2.3 Any amendments or modifications to this Order Contract may be made, and any rights created under paragraph 2.2 above may be altered or extinguished, by the parties without the consent of any Third Party Beneficiary.

### 3. Which parts of this Schedule apply

Only the following parts of this Schedule shall apply to this Call Off Contract

- o Part E Staff Transfer on Exit

## Part E: Staff Transfer on Exit

### 1. Obligations before a Staff Transfer

- 1.1 The Supplier agrees that within 20 Working Days of the earliest of
- 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer
  - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract
  - 1.1.3 the date which is 2 Months before the end of the Term and
  - 1.1.4 receipt of a written request of the Buyer at any time provided that the Buyer shall only be entitled to make one such request in any 1 Month period,

it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.

- 1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and the Staffing Information in relation to the Supplier's Final Supplier Personnel List insofar as such information has not previously been provided.
- 1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.

11. The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to paragraphs 10 and 12 shall be true and accurate in all material respects at the time of providing the information.

12. From the date of the earliest event referred to in paragraph 10.1, 10.2 and 10.3, the Supplier agrees that it shall not, and agrees to procure that each Subcontractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Buyer not to be unreasonably withheld or delayed.

13.

13.1 replace or redeploy any Supplier Staff listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces

13.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Staff including pensions and any payments connected with the termination of employment

13.3 increase the proportion of working time spent on the Services or the relevant part of the Services by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed

13.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List

13.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services or the relevant part of the Services

13.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process

and shall promptly notify, and procure that each Subcontractor shall promptly notify, the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or relevant Subcontractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

14. On or around each anniversary of the Start Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer such information as the

Buyer may reasonably require relating to the manner in which the Services are organised, which shall include

- 1.1.1 the numbers of employees engaged in providing the Services
- 1.1.2 the percentage of time spent by each employee engaged in providing the Services
- 1.1.3 the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to Part D Extensions as appropriate and
- 1.1.4 a description of the nature of the work undertaken by each employee by location.

- 1.7 The Supplier shall provide, and shall procure that each Subcontractor shall provide, a reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor as appropriate, in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee

- 1.7.1 the most recent month's copy pay slip data
- 1.7.2 details of cumulative pay for tax and pension purposes
- 1.7.3 details of cumulative tax paid
- 1.7.4 tax code
- 1.7.5 details of any voluntary deductions from pay and
- 1.7.6 bank/credit society account details for payroll purposes.

## 2. Staff Transfer when the contract ends

- 2.1 The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services or any part of the Services may change whether as a result of termination or partial Termination of the relevant Contract or otherwise resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Required Rights Directive may apply. The Buyer and the Supplier agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees shall be treated in relation to any contract terms disapplied through operation of regulation 20 of the Employment Regulations as if they have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor as the case may be and each such Transferring Supplier Employee.

- 2.2 The Supplier shall and shall procure that each Subcontractor shall comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to and including the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to and including the Service Transfer Date including without limit the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on and including the Service Transfer Date and any necessary apportionments in respect of any periodic payments shall be made between the Supplier and/or the Subcontractor as appropriate and if the Replacement Supplier and/or Replacement Subcontractor.
- 2.3 Subject to paragraph 2.1, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of
- 2.3.1 any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative as defined in the Employment Regulations of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date
  - 2.3.2 the breach or non-performance by the Supplier or any Subcontractor occurring on or before the Service Transfer Date of
    - (a) **any collective agreement applicable to the Transferring Supplier Employees; and/or**
    - (b) **any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;**
  - 2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date
  - 2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions



- (a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and
- (b) in relation to any employee who is not identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Buyer and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;

2.1.1 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of a wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to and including the Service Transfer Date

2.1.2 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Required Rights Directive and

2.1.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 10 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 10 of the Employment Regulations.

2.2 The indemnities in paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date including any Employee Liabilities

2.2.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date or

- 2.1.2 arising from the Replacement Supplier's failure, and/or Replacement Supplier's failure, to comply with its obligations under the Employment Regulations.

- 2.1 If any person who is not identified in the Supplier's Financial Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Supplier pursuant to the Employment Regulations or the Required Rights Directive, then

- 2.1.1 the Buyer shall ensure that the Replacement Supplier and/or Replacement Supplier within 14 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing and

- 2.1.2 the Supplier may offer or may ensure that a Supplier may offer employment to such person, or take such other reasonable steps as it considered appropriate to deal with the matter provided always that such steps are in compliance with Law, within 14 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Supplier.

- 2.1 If such offer of is accepted, or if the situation has otherwise been resolved by the Supplier or a Supplier, Buyer shall ensure that the Replacement Supplier shall or ensure that the and/or Replacement Supplier shall immediately release or ensure the release the person from his/her employment or alleged employment

- 2.7 If after the 14 Working Day period specified in paragraph 2.1.2 has elapsed

- 2.7.1 no such offer has been made

- 2.7.2 such offer has been made but not accepted or

- 2.7.3 the situation has not otherwise been resolved

the Buyer shall advise the Replacement Supplier and/or Replacement Supplier as appropriate that it may within 14 Working Days give notice to terminate the employment or alleged employment of such person

- 2.8 Subject to the Replacement Supplier's and/or Replacement Supplier acting in accordance with the provisions of paragraphs 2.1 to 2.7 and in accordance with a applicable proper employment procedures set out in applicable Law and subject to paragraph 2.1 below, the Supplier shall indemnify the Replacement Supplier and/or Replacement Supplier against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees pursuant to the provisions of paragraph 2.7 provided that the Replacement Supplier takes, or shall ensure that the Replacement Supplier takes, all reasonable steps to minimise any such Employee Liabilities.

- 2.1 The indemnity in paragraph 2.8

- 2.1.1 shall not apply to

- (a) any claim for

- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment,

marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or

the equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

In any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor, or

any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure and

2.2 shall apply only where the notification referred to in paragraph 2.1 is made by the Replacement Supplier and/or Replacement Subcontractor to the Supplier within 6 months of the Service Transfer Date..

2.3 If any such person as is described in paragraph 2.1 is neither re-employed by the Supplier or any Subcontractor nor dismissed by the Replacement Supplier and/or Replacement Subcontractor within the time scales set out in paragraphs 2.4 to 2.7, such person shall be treated as a Transferring Supplier Employee. .

2.4 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel List before and on the Service Transfer Date including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to and including the Service Transfer Date and any necessary apportionments in respect of any periodic payments shall be made between

(b) the Supplier and/or any Subcontractor; and

(c) the Replacement Supplier and/or the Replacement Subcontractor.

2.5 The Supplier shall and shall procure that each Subcontractor shall comply provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 10 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor,

shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 11 of the Employment Regulations.

2.11 Subject to paragraph 2.12, the Buyer shall ensure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of

2.11.1 any act or omission of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee

2.11.2 the breach or non-compliance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of

(a) **any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or**

(b) **any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;**

2.11.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date

2.11.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation or decision to treat their employment as terminated under regulation 11 of the Employment Regulations before the Service Transfer Date as a result of or for a reason connected to such proposed changes

2.11.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service

Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing

2.2.2 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions

(a) **in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and**

(b) **in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;**

2.2.7 a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of a wages, salaries and any other benefits and any PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from and including the Service Transfer Date and

2.2.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative as defined in the Employment Regulations of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Subcontractor in relation to obligations under regulation 10 of the Employment Regulations.

2.3 The indemnities in paragraph 2.2 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor as aforesaid whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor as aforesaid to comply with its obligations under the Employment Regulations.



## Order Schedule 3 (Continuous Improvement)

### 2. BUYER'S RIGHTS

- 2.1 The Buyer and the Supplier recognise that, where specified in DCS Schedule 3 DCS Management, the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

### 3. SUPPLIER'S OBLIGATIONS

- 3.1 The Supplier must, throughout the Contract period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 3.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 3.3 In addition to paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges without adversely affecting the performance of this Contract during that Contract Year "Continuous Improvement Plan" for the Buyer's approval. The Continuous Improvement Plan must include, as a minimum, provisions
- 3.3.1 identifying the emergence of relevant new and emerging technologies
- 3.3.2 changes in business processes of the Supplier or the Buyer and ways of working that could provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale)
- 3.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, key performance mechanisms and customer support services in relation to the Deliverables and
- 3.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 3.4 The initial Continuous Improvement Plan for the first Contract Year shall be submitted by the Supplier to the Buyer for approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
- 3.5 The Buyer shall notify the Supplier of its approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.

- 1.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 1.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a variation in accordance with the variation procedure and the Supplier must implement such variation at no additional cost to the Buyer or CCS.
- 1.8 Once the first Continuous Improvement Plan has been approved in accordance with paragraph 2.
  - 3.8.1 the Supplier shall use a reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan and
  - 3.8.2 the parties agree to meet as soon as reasonably possible following the start of each quarter or as otherwise agreed between the parties to review the Supplier's progress against the Continuous Improvement Plan.
- 1.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year after the first <sup>st</sup> Contract Year in accordance with the procedure and timescales set out in paragraph 2.
- 1.10 Costs relating to the completion or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 1.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, a proportion of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 1.12 At any time during the Contract period of the Order Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be appropriate then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.



## Order Schedule 4 (Order Tender response)

PS22048: UKRI Stakeholder Perception Research

Response from Trueology Ltd

[REDACTED]

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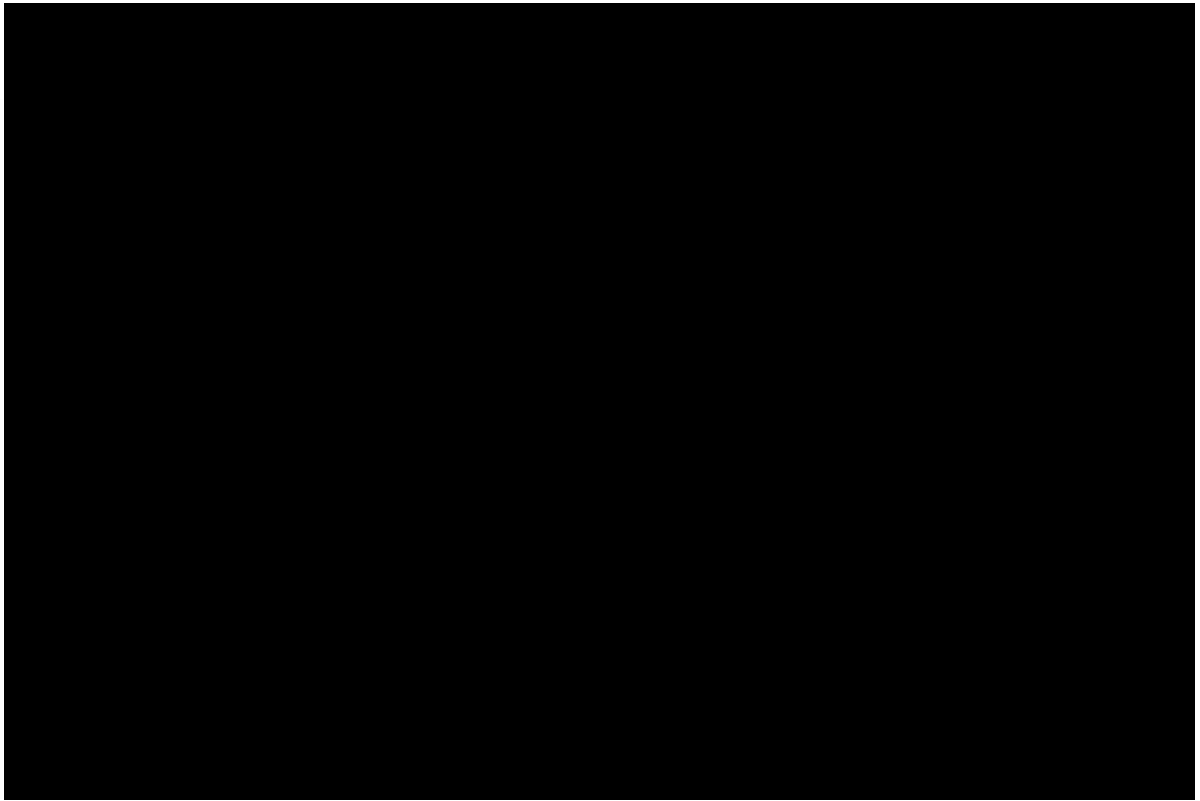
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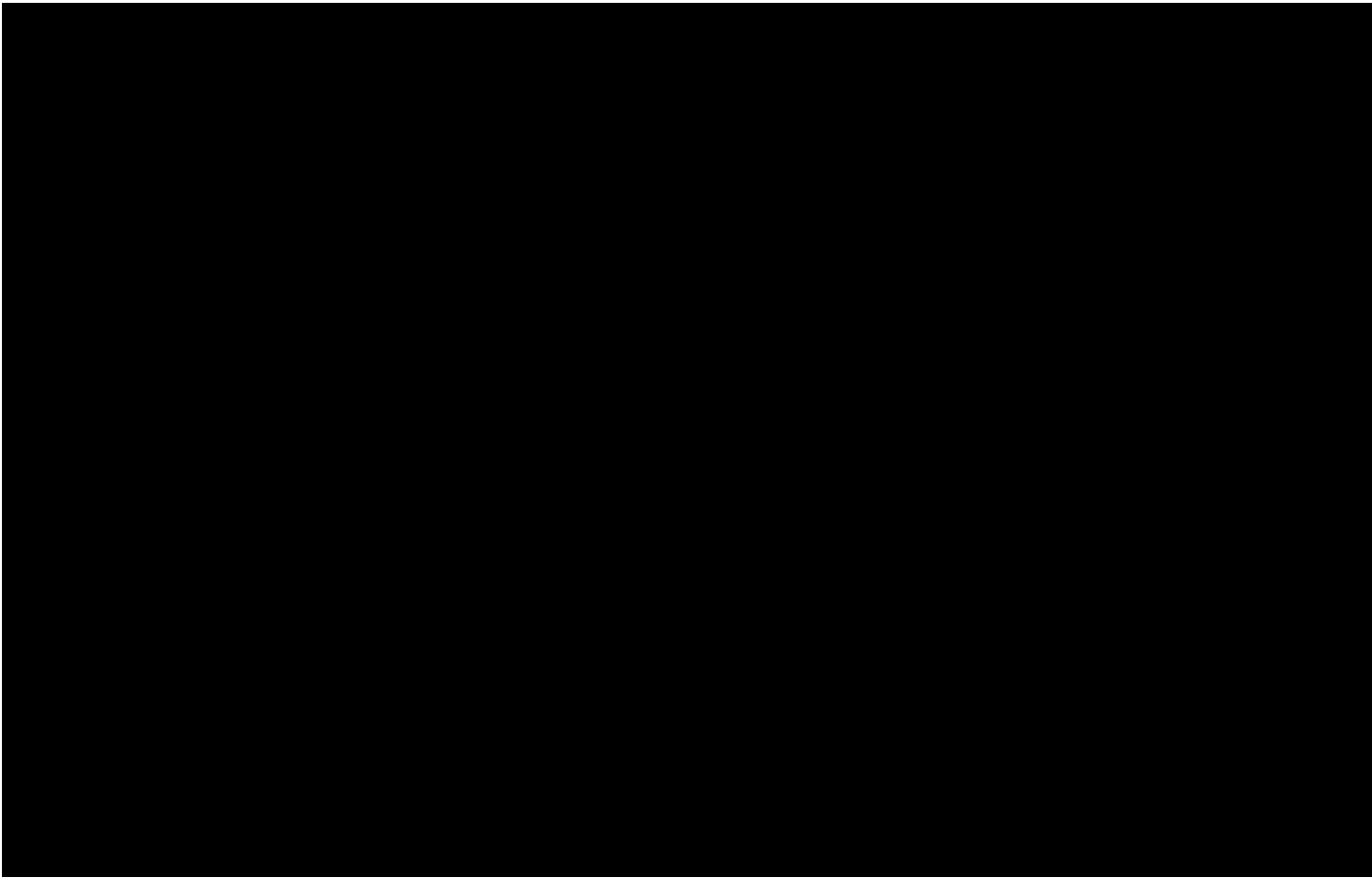
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## Order Schedule 20 (Order Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Order Contract

### Overview

UKRI's ability to operate effectively and deliver its strategy requires a productive relationship with its stakeholder communities. Gaining a better understanding of how UKRI is perceived by research and innovation stakeholders will enable us to take a proactive, strategic approach to build trust in, and understanding of, UKRI. This is critical to UKRI's fundamental **Vision** to work with partners to shape a dynamic, diverse and inclusive system of research and innovation in the UK, and our **Mission** to monitor, catalyse and invest in those collaborations with others and to connect research communities, institutions, businesses and wider society, in the UK and around the world

This research will ensure that UKRI is able to

- Build confidence in the organisation at a time of great change and scrutiny within the research and innovation sector (see Table 1 Impact of this research on key bodies and activities) and
- Take a longer term, tactical approach to building support for research and innovation at the next Spending Review, supporting the sector to secure with a strong voice to Government.

### Background

Established on 1 April 2018, UKRI is a relatively new organisation bringing together the seven established research councils, Innovate UK and Research England, to support the whole system to collectively become more than the sum of its parts, through working with a strengthened voice to Government taking responsibility for delivering cross-Council strategy and simplifying transactional operations.

Creating UKRI has taken time and the focus on bringing together and harmonising internal personnel and processes has sometimes been opaque and confusing to our stakeholder communities. Four years in, and as we are about to launch our first five year organisational

<sup>1</sup> Paul Nurse, *Ensuring a successful UK research endeavour: A Review of the UK Research Councils* (2015).

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Strategy, it is therefore important that we should develop a better understanding of how our communities feel about the development and progress of UKRI as a whole.

Impact of this research on key policies and activities

This is a particularly timely in helping us to prepare for, and respond to, a number of key activities taking place now and in the future:

- The launch of **UKRI's first five-year Strategy**, supported through a programme of regional engagement activity running from March to December 2022 – understanding current perceptions of UKRI can help us to ensure the Strategy lands effectively and that we build a better understanding of UKRI and its role among our communities
- The publication of the **Nurse, Grant and Tickell reviews**, a lot of which may lead to a sense of uncertainty and upheaval in the research community, and which may create reputational risk by implying a lack of confidence in UKRI – better understanding stakeholder perceptions will enable us to understand the extent to which views of our strengths and weaknesses align with the different review findings and will help us to preempt issues and respond accordingly. We will also need to consider the further impact of the various publications on stakeholder perceptions
- The establishment of the Government's **Advanced Research and Innovation Agency** – again, understanding stakeholder expectations and perceptions will ensure that we are able to build a compelling narrative to build confidence in our role and place in the research and innovation system, alongside and in partnership with this new agency.
- The next **Spending Review** – understanding stakeholder perceptions now will give us time to strategically target areas of perceived weakness, increase familiarity and favourability with UKRI more broadly, and build trust and advocacy among current and potential future advocates, helping us to build the case for continued investment in research and innovation
- Engagement is a **guiding principle** underpinning UKRI's Strategy – benchmarking community sentiment now will enable us to measure and evaluate UKRI's success in the longer term, making sure we continue to engage more broadly and deeply with our communities to ensure research and innovation enriches lives locally, nationally and globally. It will also contribute important evidence to UKRI's **Balanced Scorecard** evaluation approach which assesses impact and progress towards delivering UKRI's priorities and reports this to the UKRI leadership team (Chair, CEO, Board and Executive Committee)

Objectives of the project

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As set out above, this research will provide us with important insights into research and innovation community sentiment to help us proactively and strategically tackle both short-term and longer-term priorities, including:

- Ensuring JRC's first five-year Strategy lands effectively with our communities and builds confidence in JRC's role as steward of the system. It will also help us to mitigate and respond to the publication of a series of reports which could otherwise raise questions about levels of confidence in JRC, its role and its effectiveness. In practical terms, this insight will help us to shape our community communications and engagement plans over the next 12 months, including the Strategy roadshow plans and senior stakeholder meetings.
- Enabling us to build a longer-term, strategic approach to build support for research and innovation at the next Spending Review, understanding areas of strength and where the sector advocates are strongest, and enabling us to tackle perceived areas of weakness and where further stakeholder support may be needed.

### Objectives

We would like to conduct stakeholder perceptions research and analysis to understand a range of key issues including:

- How JRC is currently delivering against expectations and hopes raised among our communities by the House Review of Research Councils and Higher Education and Research in 2017
- What current perceptions are of JRC's strengths and weaknesses, its effectiveness and efficiency
- How familiar our stakeholders are with our vision, mission and ambitions for the future JRC Strategy
- How strong and diverse our external relationships are and where there are gaps

### Audiences

We are interested in understanding a broad range of stakeholder perceptions, building on JRC's mission to connect not only those partners at the heart of the research and innovation system such as higher education institutions and institutes, innovative businesses, investors, not-for-profit organisations and policy makers but also a wider set of partners such as those in the education system and civil society.

Ideally, stakeholder diversity should include engaging with people at a variety of career stages not just the most senior figures within an organisation, with less research-intensive higher education organisations, and with businesses of all sizes. In line with the Government's focus on deepening R&I, this research should also ensure consideration of

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stakeholder perspectives from across the different nations and major regions of the UK e.g. Scotland, Ireland, Wales, North West, North East, Midlands, South East, South West. However, acknowledging the breadth of activity this may require, the tender should provide ideas for how a breadth of stakeholder sampling could best be achieved within the time and budget parameters set by this project. There is some flexibility to adapt the scope as required.

**Scope**

- This analysis should focus on perceptions of BBR at a corporate or organisational level only. It should not examine disaffection or sector-specific interactions or perceptions of the individual Councils of BBR. Our Councils conduct their own stakeholder analysis and reputation benchmarking work.
- It should focus on stakeholders from across the research and innovation communities. The research should not explore public perceptions of BBR. Our Public Engagement team conduct their own stakeholder analysis and public perceptions work.
- Separate work is underway to understand attitudes towards BBR and its Councils among parliamentarians, so this research should not seek to expand upon, or overlap, with this work. Therefore, parliamentarians should not be included within the stakeholder groups considered for this research.
- International perspectives on BBR will be considered at a later stage in this research and should not be considered as part of this tender.
- Government perspectives on BBR will be considered at a later stage in this research and should not be considered as part of this tender.

**Methodology**

We understand that there are a variety of methods that could be used to conduct this research, including different styles of interview, surveys, workshops and focus groups. Therefore we would welcome further ideas for how best to approach this stakeholder perceptions research including your recommendation for the size and composition of the sample.

This tender is for the first phase of what might potentially become a longer-term piece of work to understand stakeholder views among a wider proportion of our stakeholders. However, the next phase will be commissioned at a later date.

The aim of this first phase would provide us with a sample of qualitative feedback from stakeholders to

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- Provide early insight to help us to target engagement effectively to support the UKRI Strategy launch and respond to the evolution of the various needs of the research and innovation landscape
- Provide evidence and insight to help shape the second, larger phase of the work to ensure it is targeted to focus on the right questions. This will also allow time for UKRI's senior stakeholders to contribute ideas to ensure it meets wider organisational objectives and has relevance to key internal stakeholders.

We would welcome expressions of interest on suggested options to approach this. We will support the project with the identification of relevant stakeholders and contact details as appropriate.

Additionally, we would be interested in options for preliminary work that could be used to support the project.

Each element of the work proposed should be costed separately for assessment as part of the financial return.

**Key deliverables** for this phase of the project would include

- Support to develop the questionnaire to gain insight into stakeholder perceptions of UKRI **from start**
- Regular updates on emerging findings and project progress **every 2 weeks**
- Interim report of findings which will help us to tailor engagement work to support the launch of UKRI's strategy **from start**
- Final quality assured report of findings **8 weeks from start**

We would welcome suggestions in the tender response for other options to support the presentation and analysis of findings.

**Timelines**

We would like to cover as much of this work as possible from our 2020/22 budgets.

**There will be a break clause at the end of Financial Year 2021/22. This break point allows UKRI to manage the spend which extends into the next Financial Year.**

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# Core Terms - DPS

## 1. Definitions used in the contract

Interpret this Contract using Joint Schedule 1 Definitions

## 2. How the contract works

2.1 The Supplier is eligible for the award of Order Contracts during the DPS Contract period.

2.2 CCS does not guarantee the Supplier any eligibility, quantity or value of work under the DPS Contract.

2.3 CCS has paid one penny to the Supplier legally to form the DPS Contract. The Supplier acknowledges this payment.

2.4 If the Buyer decides to buy Deliverables under the DPS Contract it must use DPS Schedule 7 Order procedure and must state its requirements using DPS Schedule 1 Order Form Template and Order Schedules. If allowed by the Regulations, the Buyer can

- (a) make changes to DPS Schedule 1 Order Form Template and Order Schedules
- (b) create new Order Schedules

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- (c) exclude optional template Order Schedules and/or
- (d) use Schedule A Terms in the Order Form to add or change terms.

## 2. Each Order Contract

- (a) is a separate Contract from the DPS Contract
- (b) is between a Supplier and a Buyer
- (c) includes Core Terms, Schedules and any other changes or items in the completed Order Form and ensures the termination of the DPS Contract.

2.6 Where the Supplier is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this DPS Contract before accepting their order.

2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.

2.8 The Supplier will not be released from any obligation, or be entitled to additional Costs or Charges because it failed to either

verify the accuracy of the Due Diligence Information or properly perform its own adequate checks.

2.9 CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.

2.10 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

2.11 An Order Contract can only be created using the electronic procedures described in the FTS notice as required by the Regulations.

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- 2.2 The Supplier can only receive Orders under the DPS Contract if it meets the basic access requirements for the DPS stated in the FTS notice. CCS can audit whether a Supplier meets the basic access requirements at any point during the DPS Contract period.

### 3. What needs to be delivered

#### 4. All deliverables

4.1 The Supplier must provide Deliverables

- (a) that comply with the Specification, the DPS notification and, in relation to an Order Contract, the Order Tender if there is one
  - (b) to a professional standard
  - (c) using reasonable skill and care and using Good Industry Practice
- By using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract on the dates agreed and so that comply with Law.

4.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against a obvious defects.

#### 5. Goods clauses

5.1 Goods delivered must be new, or as new if recycled, unused and of recent origin.

5.2 Manufacturer warranties covering the Goods must be assigned to the Buyer on request and for free.

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- 2.1 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
- 2.2 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notifies damage following Delivery and sets the Supplier notice within 10 Working Days of Delivery.
- 2.3 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 2.4 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 2.8 Deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 2.9 The Supplier must provide a tool, information and instructions the Buyer needs to make use of the Goods.
- 2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of a true or anticipated action about the Recall of the Goods.
- 2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 10 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes a reasonable steps to minimise these costs.
- 2.12 The Supplier must at its own cost repair, replace, refund or substitute at the Buyer's option and request any Goods that the Buyer rejects because they do not conform with Clause 1. If the Supplier does not do this it will pay the Buyer's costs including repair or replacement by a third party.

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## 6. Services clauses

6.1 Late Delivery of the Services will be a Default of an Order Contract.

6.2 The Supplier must cooperate with the Buyer and third party suppliers on aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.

6.3 The Supplier must at its own risk and expense provide a Supplier Equipment required to Deliver the Services.

6.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.

6.5 The Supplier must take a reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.

6.6 The Supplier must ensure a Services, and anything used to Deliver the Services, are of good quality and free from defects.

6.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

## 7. Pricing and payments

7.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.

7.2 CCS must invoice the Supplier for the Management Levy and the Supplier must pay it using the process in DSS Schedule 6 Management Levy and Information

7.3 Charges and the Management Levy

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include VAT, which is payable on provision of a valid VAT invoice and include all costs connected with the Supply of Deliverables.

4.5 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.

4.6 Supplier invoice is only valid if it

- (a) includes appropriate references including the Contract reference number and other details reasonably requested by the Buyer
- (b) includes a detailed breakdown of Delivered Deliverables and Milestones if any and
- (c) does not include any Management Levy (the Supplier must not charge the Buyer in any way for the Management Levy)

4.6 The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.

4.7 The Buyer may retain or set off payment of any amount owed to it by the Supplier if notice and reasons are provided.

4.8 The Supplier must ensure that all Subcontractors are paid, in full within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Buyer can publish the details of the late payment or non-payment.

4.9 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables, then CCS or the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.

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4.10 If CCS or the Buyer uses Clause 4.1 then the DCS pricing and where applicable, the Charges must be reduced by an agreed amount by using the Variation Procedure.

4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

## 8. The buyer's obligations to the supplier

8.1 If Supplier non-performance arises from an Authority Cause

- (a) neither CCS or the Buyer can terminate a Contract under Clause 4.1
- (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from Liability and Deduction under this Contract
- (c) the Supplier is entitled to additional time needed to make the Delivery and if the Supplier cannot suspend the ongoing supply of Deliverables.

8.2 Clause 4.1 only applies if the Supplier

- (a) gives notice to the party responsible for the Authority Cause within 10 Working Days of becoming aware
- (b) demonstrates that the Supplier non-performance would not have occurred but for the Authority Cause and
- (c) mitigated the impact of the Authority Cause.

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## 9. Record keeping and reporting

9.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.

9.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract

(a) during the Contract period

(b) for 7 years after the End Date and in accordance with the GDPR, including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1

6.3 The Relevant Authority or an Auditor can audit the Supplier.

6.4 During an audit, the Supplier must

(a) allow the Relevant Authority or any Auditor access to their premises to verify all Contract accounts and records of everything to do with the Contract and provide facilities for an audit and

(b) provide information to the Relevant Authority or to the Auditor and reasonable cooperation at their request.

6.5 Where the audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the audit with the Relevant Authority.

6.6 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately

(a) tell the Relevant Authority and give reasons

(b) propose corrective action and

(c) provide a deadline for completing the corrective action.

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7.7 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain

- (a) the methodology of the review
- (b) the sampling techniques applied and details of any issues and any remediation taken.

7.8 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

## 10. Supplier staff

7.1 The Supplier Staff involved in the performance of each Contract must

- (a) be appropriately trained and qualified
- (b) be vetted using Good Industry Practice and the Security Policy and
- (c) comply with all conduct requirements when on the Buyer's premises.

7.2 Where a Buyer decides one of the Supplier's Staff is not suitable to perform a Contract, the Supplier must replace them with a suitably qualified alternative.

7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.

7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.

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- 7.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

## 11. Rights and protection

8.1 The Supplier warrants and represents that

- (a) it has full capacity and authority to enter into and to perform each Contract
- (b) each Contract is executed by its authorised representative
- (c) it is a legal entity and existing organisation incorporated in the place it was formed
- (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform each Contract
- (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract
- (f) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract
- (g) it is not impacted by an Insolvency Event and it complies with each Order Contract.

8.2 The warranties and representations in Clauses 2.1 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.

8.3 The Supplier indemnifies both CCS and every Buyer against each of the following

all damages, loss, conduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract and non-payment by the Supplier of any Tax or National Insurance.

8.4 Claims indemnified under this Contract must use Clause 20.

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8.6 The description of any provision of this Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for breach of that cause by the Supplier.

8.7 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.

8.8 Third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

## 12. Intellectual Property Rights (IPRs)

12.1 Each party owns ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty free, irrevocable, transferable and provide license to use, change and sublicense the Supplier's Existing IPR to enable it to both

(a) receive and use the Deliverables and

(b) make use of the deliverables provided by a Replacement Supplier.

9.2 Any new IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a license to use any Existing IPRs and new IPRs for the purpose of fulfilling its obligations during the Contract period.

9.3 Where a party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other party on request and at its own cost.

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- 9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 10 or otherwise agreed in writing.
- 9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses including professional fees and fines incurred as a result.
- 9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either
- (a) obtain for CCS and the Buyer the rights in Clause 11 and 12 without infringing any third Party IPR or
  - (b) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- 11.7 In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Buyer and placement of any Contract task under it does not constitute an authorisation by the Crown under Sections 25 and 26 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1988. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

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## 13. Ending the contract or any subcontract

## 14. Contract Period

14.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.

14.2 The Relevant Authority can extend the Contract for the Extension period by giving the Supplier no less than 3 Months written notice before the Contract expires.

## 15. Ending the contract without a reason

15.1 CCS has the right to terminate the DPS Contract at any time without reason by giving the Supplier at least 30 days notice.

15.2 Each Buyer has the right to terminate their Order Contract at any time without reason by giving the Supplier not less than 30 days written notice.

## 16. Rectification plan process

16.1 If there is a Default, the Relevant Authority may, without limiting its other rights, request that the Supplier provide a Rectification Plan.

16.2 When the Relevant Authority receives a requested Rectification Plan it can either

- (a) reject the Rectification Plan or revised Rectification Plan, giving reasons or



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- (b) accept the Rectification Plan or revised Rectification Plan without limiting its rights and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the parties.

17.1.1 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority

- (a) must give reasonable grounds for its decision and  
 (b) may request that the Supplier provides a revised Rectification Plan within 10 Working Days.

17.1.2 If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause 17.1.3a

## 17. When CCS or the buyer can end a contract

17.1 If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier

- (a) there is a Supplier Insolvency Event  
 (b) there is a Default that is not corrected in line with an accepted Rectification Plan  
 (c) the Supplier does not provide a Rectification Plan within 10 days of the request  
 (d) there is any material Default of the Contract  
 (e) there is any material Default of any Joint Controller Agreement relating to any Contract  
 (f) there is a Default of Clauses 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8 or DPS Schedule 1 Cyber Essentials where a contract is relating to any Contract  
 (g) there is a consistent repeated failure to meet the Performance Indicators in DPS Schedule 1 DPS Management

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- (h) there is a Change of Control of the Supplier which is not authorised by the Relevant Authority in writing
- (i) if the Relevant Authority discovers that the Supplier was in one of the situations in 7.1 or 7.2 of the Regulations at the time the Contract was awarded or
- (j) the Supplier or its affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.

7.2 CCS may terminate the DPS Contract if a Buyer terminates an Order Contract for any of the reasons listed in Clause 7.1.

7.3 If any of the following non-fault based events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier

- (a) the Relevant Authority rejects a Rectification Plan
- (b) there is a variation which cannot be agreed using Clause 2.1 (Changing the Contract) or resolved using Clause 8.1 (Resolving disputes)
- (c) if there is a declaration of ineffectiveness in respect of any variation or if any of the events in 7.1 or 7.2 of the Regulations happen.

## 18. When the supplier can end the contract

The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate an Order Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 50% of the annual Contract value within 10 days of the date of the Reminder Notice.

## 19. What happens if the contract ends

19.1 If a Party terminates a Contract under any of Clauses 7.1, 7.2, 7.3, 7.4, 7.5 or

7.6 or a Contract expires as of the following apply

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- (a) The Buyer's payment obligations under the terminated Contract stop immediately.
- (b) Accumulated rights of the parties are not affected.
- (c) The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the End Date.
- (d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
- (e) The Supplier must promptly return any of CCS or the Buyer's Property provided under the terminated Contract.
- (f) The Supplier must, at no cost to CCS or the Buyer, cooperate fully in the handover and reprocurement including to a Replacement Supplier.

6.2 In addition to the consequences of termination listed in Clause 6.1, where the Relevant Authority terminates a Contract under Clause 6.1 the Supplier is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract period.

6.3 In addition to the consequences of termination listed in Clause 6.1, if either the Relevant Authority terminates a Contract under Clause 6.2.1 or 6.2.2 or a Supplier terminates an Order Contract under Clause 6.3

- (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier and
- (b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence that the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated.

6.4 In addition to the consequences of termination listed in Clause 6.1, where a party terminates under Clause 6.2 each party must cover its own Losses.



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**21. When subcontracts can be ended**

At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

- (a) there is a Change of Control of a Subcontractor which is not authorised by the Relevant Authority in writing;
- (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 11.1 or
- (c) a Subcontractor or its affiliates embarrasses or brings into disrepute or diminishes the Supplier's trust in the Relevant Authority.

**22. How much you can be held responsible for**

22.1 Each Party's total aggregate liability in each Contract Year under this DPS Contract whether in tort, contract or otherwise is no more than £1,000,000.

22.2 Each Party's total aggregate liability in each Contract Year under each Order Contract whether in tort, contract or otherwise is no more than one hundred and twenty five per cent of the Estimated Yearly Charges unless specified in the Order Form.

22.3 No Party is liable to the other for:

- (a) any indirect Losses or
- (b) Loss of profits, turnover, savings, business opportunities or damage to goodwill in each case whether direct or indirect.

22.4 In spite of Clause 22.1 and 22.2, neither Party limits or excludes any of the following:

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- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors
  - (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees
  - (c) any liability that cannot be excluded or limited by Law
  - (d) its obligation to pay the required Management Levy or Default Management Levy.
- 11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.1, 8.1, 8.2, 8.3 or Order Schedule 2 (Staff Transfer) of a Contract.
- 11.6 In spite of Clauses 11.1, 11.2 but subject to Clauses 11.1 and 11.2, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 11.8 shall in no event exceed the Data Protection Liability Cap.
- 11.7 Each party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.
- 11.8 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items shall not be taken into consideration
- (a) Deductions and
  - (b) any items specified in Clauses 11.1 or 11.2
- 11.9 If more than one Supplier is party to a Contract, each Supplier party is jointly and severally liable for their obligations under that Contract.

## 23. Obeying the law

23.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 1 (Corporate Social Responsibility)

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2.2 To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.

2.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 2.3 and Clauses 27 to 32.

## 24. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 6 Insurance Requirements and any additional Insurances in the Order Form.

## 25. Data protection

25.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 6 Processing Data.

25.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.

25.3 The Supplier must make accessible backups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.

25.4 The Supplier must ensure that any Supplier system holding any Government Data, including backup data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.

25.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remediation.

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If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both

- (a) tell the Supplier to restore or get restored Government Data as soon as practicable but no later than 30 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier and/or
- (b) restore the Government Data itself or using a third party.

14.7 The Supplier must pay each party's reasonable costs of complying with Clause 14.1 unless CCS or the Buyer is at fault.

14.8 The Supplier

- (a) must provide the Relevant Authority with a Government Data in an agreed open format within 30 Working Days of a written request
- (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading
- (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry practice
- (d) securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it and
- (e) indemnifies CCS and each Buyer against any and all losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

## 26. What you must keep confidential

26.1 Each party must

- (a) keep all Confidential Information it receives confidential and secure

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- (b) except as expressly set out in the Contract at Clauses 11.2 to 11.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent and
- (c) immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

11.2 In spite of Clause 11.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances

- (a) where disclosure is required by a judicial Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Receiving Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure
- (b) if the Receiving Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party
- (c) if the information was given to it by a third Party without obligation of confidentiality
- (d) if the information was in the public domain at the time of the disclosure
- (e) if the information was independently developed without access to the Disclosing Party's Confidential Information
- (f) on a confidential basis, to its auditors
- (g) on a confidential basis, to its professional advisers on a need-to-know basis or
- (h) to the Serious Fraud Office where the Receiving Party has reasonable grounds to believe that the Disclosing Party is involved in a activity that may be a criminal offence under the Bribery Act 2006.

15.3 In spite of Clause 11.1, the Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.

15.4 In spite of Clause 11.1, CCS or the Buyer may disclose Confidential Information in any of the following cases

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- (a) on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to
- (c) if CCS or the Buyer acting reasonably considers disclosure necessary or appropriate to carry out its public functions
- (d) where requested by Parliament or under Clauses 7 and 8.

15.5 For the purposes of Clauses 8.2 to 8.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 8.

15.6 Transparency Information is not Confidential Information.

15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

## 27. When you can share information

27.1 The Supplier must tell the Relevant Authority within 8 hours if it receives a Request For Information.

27.2 Within five Working Days of the Buyer's request the Supplier must give CCS and each Buyer full cooperation and information needed so the Buyer can

- (a) publish the Transparency Information

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- (b) comply with any Freedom of Information Act (FOI) request and/or  
comply with any Environmental Information Regulations (EIR)  
request.

The Relevant Authority may tailor to the Supplier to help it decide whether to publish information under Clause 22. However, the extent, content and format of the disclosure is the Relevant Authority's decision in its absolute discretion.

## 28. Invalid parts of the contract

If any part of a Contract is prohibited by Law or judged by a Court to be unlawful, void or unenforceable, it must be read as if it has been removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it is valid or enforceable.

## 29. No other terms apply

The provisions incorporated into each Contract are the entire agreement between the parties. The Contract replaces all previous statements, agreements and any course of dealings made between the parties, whether written or oral in relation to its subject matter. No other provisions apply.

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## 30. Other people's rights in a contract

No third parties may use the Contract's Rights of Third Parties (RTA) to enforce any term of the Contract unless stated referring to RTA in the Contract. This does not affect third party rights and remedies that exist independently from RTA.

## 31. Circumstances beyond your control

21.1 Any party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both

- (a) provides a Force Majeure notice to the other party; and
- (b) uses all reasonable measures practicable to reduce the impact of the Force Majeure Event.

21.2 Either party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 30 days continuously.

## 32. Relationships created by the contract

No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

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### 33. Giving up contract rights

Particular fulfilment or relaxation of the terms of a Contract is only valid if it is stated to be a fulfilment in writing to the other Party.

### 34. Transferring responsibilities

21.1 The Supplier cannot assign, novate or transfer a Contract or any part of a Contract without the Relevant Authority's written consent.

21.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Relevant Authority.

21.3 When CCS or the Buyer uses its rights under Clause 21.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.

21.4 The Supplier can terminate a Contract novated under Clause 21.2 to a private sector body that is experiencing an Insolvency Event.

21.5 The Supplier remains responsible for actions and omissions of the Supplier Staff as if they were its own.

21.6 If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including

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- (a) their name
- (b) the scope of their appointment and
- (c) the duration of their appointment.

## 35. Changing the contract

21.1 Either party can request a variation which is only effective if agreed in writing and signed by both parties.

21.2 The Supplier must provide an Impact assessment either

- (a) with the Variation Form, where the Supplier requests the variation or
- (b) within the time limits included in a Variation Form requested by CCS or the Buyer.

21.3 If the variation cannot be agreed or resolved by the parties, CCS or the Buyer can either

- (a) agree that the Contract continues without the variation or
- (b) terminate the affected Contract, unless in the case of an Order Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them or
- (c) refer the Dispute to be resolved using Clause 22 Resolving Disputes

24.4 CCS and the Buyer are not required to accept a variation request made by the Supplier.

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- 24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the DCS Pricing or the Charges.
- 24.6 If there is a Specific Change in Law or one is likely to happen during the Contract period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practicable. They must also say if they think any variation is needed either to the Deliverables, DCS Pricing or a Contract and provide evidence
- (a) that the Supplier has kept costs as low as possible, including in Subcontractor costs and
  - (b) of how it has affected the Supplier's costs.
- 24.7 Any change in the DCS Pricing or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 21.1 to 21.4.
- 24.8 For purposes of the Regulations, if the Court declares any variation ineffective, the parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that variation and as if the parties had never entered into that variation.

## 36. How to communicate about the contract

- 21.1 Notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 12pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 12pm on the first Working Day after sending unless an error message is received.

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20.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address indicated on the platform.

20.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.

20.4 This Clause does not apply to the service of legal proceedings or any documents in any litigation, arbitration or dispute resolution.

## 37. Dealing with claims

26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practicable and no later than 10 Working Days.

26.2 If the Indemnifier's cost the Beneficiary must both

- (a) allow the Indemnifier to conduct negotiations and proceedings to do with a Claim and
- (b) give the Indemnifier reasonable assistance with the claim if requested.

26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.

26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.

26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

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26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.

26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either

- (a) the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money or
- (b) the amount the Indemnifier paid the Beneficiary for the Claim.

## 38. Preventing fraud, bribery and corruption

27.1 The Supplier must not during any Contract period

- (a) commit a prohibited act or any other criminal offence in the Regulations 7 and 7.2 or
- (b) do or allow anything which could cause CCS or the Buyer, including any of their employees, consultants, contractors, subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.

27.2 The Supplier must during the Contract period

- (a) create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a prohibited act and require its subcontractors to do the same
- (b) keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request and
- (c) if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant

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authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

27.1 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses

27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either

- (a) been investigated or prosecuted for an alleged prohibited act
- (b) been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a prohibited act by any government department or agency
- (c) received a request or demand for any undue financial or other advantage of any kind related to a Contract
- (d) suspected that any person or party directly or indirectly related to a Contract has committed or attempted to commit a prohibited act.

27.4 If the Supplier notifies CCS or the Buyer as required by Clause 27.1, the Supplier must respond promptly to their further enquiries, cooperate with any investigation and allow the audit of any books, records and relevant documentation.

27.5 In any notice the Supplier gives under Clause 27.1 it must specify the

- (a) prohibited act
- (b) identity of the party who it thinks has committed the prohibited act and
- (c) action it has decided to take.

## 39. Equality, diversity and human rights

28.1 The Supplier must follow appropriate equality Law when they perform their obligations under the Contract, including

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- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise and
- (b) any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality law.

28.2 The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal or the Equality and Human Rights Commission or any successor organisation when working on a Contract.

## 40. Health and safety

20.1 The Supplier must perform its obligations meeting the requirements of

- (a) applicable law regarding health and safety and
- (b) the Buyer's current health and safety policy which is at the Buyer's premises, as provided to the Supplier.

20.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at the Buyer's premises that relate to the performance of a Contract.

## 41. Environment

41.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental policy, which the Buyer must provide.

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2.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

## 42. Tax

42.1 The Supplier must not breach any Tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor Tax or social security contribution.

2.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £1 million at any point during the relevant Contract period, and an Occasion of Taxation Compliance occurs, the Supplier must notify CCS and the Buyer of it within 10 Working Days including:

- (a) the steps that the Supplier is taking to address the Occasion of Taxation Compliance and any mitigating factors that it considers relevant and
- (b) other information relating to the Occasion of Taxation Compliance that CCS and the Buyer may reasonably need.

42.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under an Order Contract, the Supplier must both:

- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and any other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 including IR19 and National Insurance contributions and
- (b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

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11.1 If any of the Supplier Staff are orders who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the order contains the following requirements

- (a) the Buyer may, at any time during the Contract period, request that the order provides information which demonstrates they comply with Clause 11.1, or why those requirements do not apply, the Buyer can specify the information the order must provide and the deadline for responding
- (b) the order's contract may be terminated at the Buyer's request if the order fails to provide the information requested by the Buyer within the time specified by the Buyer
- (c) the order's contract may be terminated at the Buyer's request if the order provides information which the Buyer considers is not good enough to demonstrate how it complies with Clause 11.1 or confirms that the order is not complying with those requirements and
- (d) the Buyer may supply any information they receive from the order to HMRC for revenue collection and management.

## 43. Conflict of interest

12.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.

12.2 The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.

12.3 CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

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## 44. Reporting a breach of the contract

As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of

- (a) Law
- (b) Clause 2.1 or
- (c) Clauses 27 to 2.

2.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 2.1 to the Buyer or a prescribed person.

## 45. Resolving disputes

1.1 If there is a Dispute, the senior representatives of the parties who have authority to settle the Dispute must, within 28 days of a written request from the other party, meet in good faith to resolve the Dispute.

2.2 If the Dispute is not resolved at that meeting, the parties must attempt to settle it by mediation using the

Centre for Effective Dispute Resolution (CEDR) Mediation Procedure current at the time of the

Dispute. If the parties cannot agree on a mediator, the mediator must be nominated by CEDR. If either party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 2.1 to 2.

3.1 Unless the Relevant Authority refers the Dispute to arbitration using Clause 3.1, the parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to

- (a) determine the Dispute

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- (b) grant interim remedies and/or
- (c) grant any other provisional or protective relief.

11.1 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There shall only be one arbitrator. The seat or legal place of the arbitration shall be London and the proceedings shall be in English.

11.2 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 11.1, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 11.1.

11.3 The Supplier cannot suspend the performance of a Contract during any Dispute.

## 35 Which law applies

This Contract and any Disputes arising out of, or connected to it, are governed by English law.