



Department
for Environment
Food & Rural Affairs

Conditions of Contract Short Form Enhanced

Nov 2022

Contents

Order Form.....	5
Annex 1 – Authorised Processing Template	9
Annex 2 – Specification	10
Annex 3 – Charges.....	21
3. When the Supplier can ask to change the Charges.....	21
4. When the Charges are linked to inflation	22
5. Rates and Prices	22
6. Currency	22
7. Variations.....	22
8. Electronic Invoicing.....	22
Annex 4 – Tender Submission	24
Annex 5 – Sustainability	45
Short Form Terms	46
1. Definitions used in the Contract.....	46
2. Understanding the Contract.....	51
3. How the Contract works.....	52
4. What needs to be delivered	52
5. Pricing and payments	55
6. The Authority's obligations to the Supplier.....	56
7. Record keeping and reporting.....	56
8. Supplier staff.....	57
9. Rights and protection	58
10. Intellectual Property Rights (IPRs).....	59
11. Ending the contract.....	60
12. How much you can be held responsible for	62
13. Obeying the law	63
14. Insurance.....	63
15. Data protection	64
16. What you must keep confidential.....	68
17. When you can share information	69
18. Invalid parts of the contract.....	70
19. No other terms apply	70
20. Other people's rights in a contract	70
21. Circumstances beyond your control.....	70
22. Relationships created by the contract.....	70
23. Giving up contract rights	70
24. Transferring responsibilities	71
25. Changing the contract.....	71
26. How to communicate about the contract.....	71
27. Preventing fraud, bribery and corruption.....	71
28. Health, safety and wellbeing	72
31. Tax.....	73
33. Conflict of interest	74
34. Reporting a breach of the contract.....	75
35. Resolving disputes.....	75
36. Which law applies	76



Dods Group Limited
11th Floor, The Shard,
32 London Bridge Street
SE1 9SG

Date: 21/3/2023
Your ref:
Our ref: **ecm 67048**

Dear

Supply of ecm 67048 - Parliamentary Monitoring Service

Following your tender/ proposal for the supply of Parliamentary Monitoring Service to Defra, we are pleased confirm our intention to award this contract to you.

The attached contract details ("**Order Form**"), contract conditions and the **Annexes** set out the terms of the contract between Defra for the provision of the deliverables set out in the Order Form.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the deliverables. Please confirm your acceptance of the Conditions by accepting the Bravo record within 7 days from the date of this letter, which will create a binding contract between us. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract.

We will then arrange for the Order Form to be countersigned so that you have a signed copy of the Order Form for your records.

Yours faithfully,

Livio Zellweger
Government & External Relations Manager
Environment Agency

Order Form

1. Contract Reference	67048 - Parliamentary Monitoring Service	
2. Date	Date on bravo as the supplier acceptance date	
3. Authority	Environment Agency 2 Marsham Street, London SW1P 4DF	
4. Supplier	Dods Group Limited 11th Floor, The Shard, 32 London Bridge Street SE1 9SG	
4a. Supplier Account Details	Provided separately on their invoices	
5. The Contract	The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and any Annexes. Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions. In the event of any inconsistency between the provisions of the Order Form, the Conditions and the Annexes, the inconsistency shall be resolved by giving precedence in the following order: 1. Order Form, Annex 2 (<i>Specification</i>) and Annex 3 (<i>Charges</i>) with equal priority. 2. Conditions and Annex 1 (<i>Authorised Processing Template</i>) with equal priority. 3. Annexes 4 (<i>Tender Submission</i>) and 5 (<i>Sustainability</i>). In the event of any inconsistency between the provisions of Annexes 4 and 5, Annex 5 shall take precedence over Annex 4. Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Authority and may delay conclusion of the Contract.	
6. Deliverables	Goods	None
	Services	Same scope as per the specification.

7. Specification	The specification of the Deliverables is as set out in Annex 2.
8. Term	The Term shall commence on 1st June 2023 (the Start Date) and the Expiry Date shall be 31st May 2026 unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract. The Authority may extend the Contract for two additional 1-year extensions from the end of the original contract by giving not less than two weeks' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.
9. Charges	The Charges for the Deliverables shall be as set out in Annex 3.
10. Payment	The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to: For EA SSCL (Environment Agency) PO Box 797 Newport Gwent NP10 8FZ Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice. To avoid delay in payment it is important that the invoice is compliant with Annex 3 Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact the Authority's Authorised Representative(s).
11. Authority Authorised Representative(s)	For general liaison your contact will continue to be Livio Zellweger Government & External Relations Manager Environment Agency 2 Marsham Street, London SW1P 4DF Tel.: +44 (0) 208 474 5765 Mobile: +44 (0) 7833481963

12. Address for notices	Authority: Same as above	Supplier:
14. Procedures and Policies	For the purposes of the Contract the following Staff Vetting Procedures apply: The Authority may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables. If other policies of the Authority are referenced in the Conditions and Annexes, those policies will also apply to the Contract on the basis described therein. For the avoidance of doubt, if other policies of the Authority are referenced in the Conditions and Annexes, those policies will also apply to the Contract on the basis described therein.	
15. Limitation of Liabilities	the level set in Clause 12.1 applies	

16. Insurance	The Supplier shall hold the following insurance cover from for the duration of the Contract and continuing 6 years after the Expiry Date in accordance with this Order Form - Professional Indemnity insurance with cover (for a single event or multiple with an aggregate) of not less than one million pounds; - Public Liability insurance with cover (for a single event or multiple with an aggregate) of not less than one million pounds; - Employers Liability insurance with cover (for a single event or multiple with an aggregate) of not less than five million pounds; - Product Liability insurance with cover (for a single event or multiple with an aggregate) of not less than one million pounds;
Signed for and on behalf of the Supplier – acceptance on bravo	Signed for and on behalf of the Authority – acceptance on bravo

Annex 1 – Authorised Processing Template

Contract:	XXXX
Date:	
Description Of Authorised Processing	Details
Subject matter of the processing	
Duration of the processing	
Nature and purposes of the processing	
Type of Personal Data	
Categories of Data Subject	

Annex 2 – Specification

Request for Quotation

Title: Parliamentary Monitoring Service

Section 1

The Customer

Summary

The Government & External Relations team works with teams across the Environment Agency and with Defra and other government departments to ensure Ministers have timely and accurate briefing and lead on coordinating the Environment Agency's input into parliamentary questions and ministerial correspondence and select committees. The team also oversees and manages relationships with influential individuals, partners and organisations.

Contract Length

It is anticipated that this contract will be awarded to one supplier for a period of 3 years to end no later than 31/05/2026, with the option for 2 additional 1 year extensions from the end of the original contract. Prices will remain fixed for the duration of the contract award period. We may at our sole discretion extend this contract to include related or further work. Any extension shall be agreed in advance of any work commencing and may be subject to further competition. Any amendment to contract prices for the extensions are to be by negotiation.

The Environment Agency Conditions of Contract for Services (Appendix B) shall apply to this contract.

This contract shall be managed on behalf of the Agency by the Government & External Relations Manager, Livio Zellweger.

Timeline

Key elements of the process have been reviewed. Anticipated dates for planned activities are below:

Activity	Due Date
Supplier responses for Request for Quote	3 rd March 2023
Evaluation of Request for Quote submissions complete by	17 th March 2023
Award of contract	31 st March 2023
Project/Contract start date	1 st June 2023

It should be noted that these timescales and activities may be subject to change.

Section 2

Evaluation Criteria

Bidders must complete the Form of Tender, sign and upload onto the Bravo system. This is pass/fail.

Bidders must complete the Selection Questionnaire, sign and upload onto the Bravo system. This is pass/fail.

We will award this contract in line with the most economically advantageous tender (MEAT) as set out in the following award criteria:

- Price – 60%
- Quality – 40%

The following quality criteria are weighted in accordance with the importance and relevance attached to each one.

Pricing – 60%

- Overall value for money

Quality – 40% (weightings in brackets, overall page limit for all questions should be 7 pages)

- Please provide a statement covering your ability to meet the Environment Agency's requirements (7.5)
- Outline how you will provide online access to quick, user-friendly and comprehensive services and databases (7.5)
- Please provide a statement explaining how you will be able to provide quick, accurate, relevant alerts to our requirements (7.5)
- Ability for the user to contextualise information from a range of sources within a single system (3)
- Support requirements (2)
- We will require access to a dedicated account manager who can undertake research on demand and to be the key contact for us throughout the contract. (2.5)
- You will be expected to undertake the contract in the most sustainable approach with minimal impact to the Environment (5)
- How will you ensure you can provide a system that is fully accessible and inclusive to all. (5)

The criteria listed above will be assessed on a 0 to 10 basis and will reflect the following judgements:

Rating of Response The tenderer provides a response which in the opinion of the evaluators is:	Score
Excellent: Addresses all of the requirements and provides a response with relevant supporting information which does not contain any weaknesses, giving the Agency complete confidence that the requirements will be met.	10

Very Good: Addresses all of the requirements and provides a response with relevant supporting information, which contains very minor weaknesses, giving the Agency high confidence that the requirements will be met.	8
Good: Addresses all of the requirements and provides a response with relevant supporting information, which contains minor weaknesses, giving the Agency reasonable confidence that the requirements will be met.	6
Satisfactory: Substantially addresses the requirements and provides a response with relevant supporting information which may contain moderate weaknesses, but gives the Agency some confidence that the requirements will be met.	4
Weak: Partially addresses the requirements, or provides supporting information that is of limited relevance or contains significant weaknesses, and therefore gives the Agency low confidence that the requirements will be met.	2
Nil: No response or provides a response that gives the Agency no confidence that the requirements will be met.	0

Section 4

Information to be returned

Please note, the following information requested must be provided. Incomplete tender submissions may be discounted.

Please complete and return the following information:

- completed Pricing Schedule (Appendix A);
- confirmation that terms and conditions are accepted (Appendix C. Please note that the terms cannot be amended later).

Section 5

Specification

1. Background to the Requirement

The Environment Agency uses a Parliamentary Information Service both to support its work for government and to provide the basis for effective accountability to local politicians.

We have access to current and historic data relating to government. The data & information we receive is impartial and accurate and reflects what is actually happening in Parliament on a daily basis. This means that we can keep the Board and Executive Team up to date on any changes within environmental law and policy that can impact on the policies of the Environment Agency.

It provides us with intelligence on the daily political news agenda detailing the day's activities in Parliament, the main speeches being made, ministerial visits and reports being issued. It supports our work in inputting into parliamentary questions, ministerial briefings and select committee inquiries and engagement for the Chair and Chief Executive such as speaking at All Party groups. It is also used to help our local Customer and Engagement Teams with their engagement with elected officials in their areas and constituencies. It also helps us monitor activity of our key stakeholders and partners.

2. Specific Objectives/Deliverables

Parliamentary Information Service

The Environment Agency requires a Parliamentary Information Service both to support its work for government and to provide the basis for effective accountability to local politicians.

On-line service

We require an externally hosted web based, user-friendly solution, on an unlimited user basis, which provides the following:

- Access to an archive that allows us to immediately research parliamentarians, specified political subjects and parliamentary business such as parliamentary questions, statements to Parliament or select committee debates. It would be desirable if biographies were available for senior civil servants and selected councillors and influential organisations.
- Ability to track green and white papers, and legislation and to contextualise bills by accessing all related amendments, debate, voting records, within one system in a user-friendly, easy to tailor way.

- Access to a forward events planner containing information about forthcoming events, including conferences, ministerial activity, consultation dates, releases of statistical information, anniversaries, future publications, parliamentary business and press releases.
- Training should be provided for each user and tailored according to their individual needs. Additional training should be available on-demand.

Alerts and briefings

We will require the latest political news and developments as they break. In particular we will require notification of the following in an accessible format, including links to the relevant reports or speeches:

- Forthcoming parliamentary business in House of Commons, House of Lords and select and Bill committees.
- News agenda (daily) detailing next day's activities in Parliament, the main speeches being made, Ministerial visits and reports being issued.
- Legislative updates, providing details of the current progress and developments relating to specified Bills.
- Reports of select committee proceedings (within hours) covering developments at all specified meetings.
- Speedy alerts by email of mentions of the Environment Agency and the specified terms and topics in Parliament or at other related events. This may include relevant:
 - Debates, questions (oral, written), legislative proceedings, votes, select committee press releases, select committee hearings, reports and government responses, and MP press releases, all party groups activity.
- Rapid alerts (by email or telephone) for press releases, social media (including blogs), speeches, announcements and broadcast comment from leading governmental, parliamentary, regulatory and pressure groups and influential individuals or organisations, incl. trade bodies, national NGOs and charities. Also alerts to important political developments e.g. election news, reshuffles.
- Updates of relevant political movements and appointments.
- Issues reports (weekly or monthly) detailing all relevant developments within our specified period on our current issues of interest.
- Consultations update (weekly) on new consultations that have been issued that week.
- Political Conference reports (daily) detailing specified fringe and conference hall activity at all the main party political conferences.
- It would be desirable if there were a longer term Forward Planner of departmental, parliamentary and stakeholder activity and events, and 6-12 months planner with key milestones.

Political research

We may require access to a political researcher who can provide one-off bespoke reports/research to our specification on parliamentarians or issues of current political interest.

Systems Infrastructure

The system should be compatible with the Environment Agency systems infrastructure, which current operates on Microsoft Edge and Google Chrome.

Section 6

Contract Management

This contract shall be managed on behalf of the Agency by the Government & External Relations Team Manager, Livio Zellweger.

We will need a main point of contact who can manage our account throughout the duration of the contract. The main Environment Agency contact will be the Government & External Relations Manager. There should be the capacity for the 2 individuals to check in on a monthly basis and to hold a yearly review meeting if decided it is needed. This will be necessary when entering the yearly extension part of the contract.

We will raise purchase orders to cover the cost of the services and will issue to the awarded supplier following contract award.

Please invoice the Environment Agency monthly for the agreed cost of the contract.

Before the invoice is issued, a fee note must be emailed in advance to the contract manager for approval. All invoices must quote the purchase order number in order to be processed. A file copy invoice must be provided to the contract manager, on request. The timescale for payment of invoices will be up to 30 days after we have received a valid invoice.

Section 7

Sustainability Considerations

We are committed to continually improving our sustainability performance. The Environment Agency has set itself tough objectives as a clear commitment and contribution to sustainable development throughout England. The Agency recognises that this can only be achieved through commitment from all sectors of society and it is intent on raising awareness amongst industry and commerce.

Contractors must adopt a sound proactive environmental approach, designed to minimise harm to the environment. We also encourage themselves to strive to achieve net zero, in line with our commitment to achieve net zero by 2030, including in our supply chain.

Environmental criteria should be considered as part of your tender submission with credit given for innovation. Factors to be considered could include areas such as:

- Paper use: All documents and reports prepared by consultants and contractors are produced wherever possible on recycled paper containing at least 100% post consumer waste and printed double sided.
- Travel: use of public transport, reduce face to face meetings by using email and videoconferencing. Meetings to be held in locations to minimise travel and close to public transport links.
- Packaging: should be kept to a minimum. Re-use and disposal issues must be considered.
- Efficient Energy and Water Use.
- Disposal of Waste: Whilst on site the contractor is responsible for the disposal of their own waste and can only use client facilities with express permission from the on site facilities officer.
- Whilst on site, contractors should comply with the local environmental policy statement which will be made available to you in advance or on arrival.

Diversity and Equal Opportunities

We are committed to promoting equality and diversity in all we do and valuing the diversity of our workforce, customers and communities. As a public body, we publish regular information about what our equality objectives are and how we're meeting them.

<https://www.gov.uk/government/organisations/environment-agency/about/equality-and-diversity>

Health and Safety

Contractors will be responsible for making sure all required health and safety aspects including risk assessments are undertaken and required management measures are in place to protect worker exposure. This includes management of all partners, consortium members and subcontractors.

IEM2020:

1.1 Sustainability Objectives

As the Environment Agency, our overarching aim is to protect and improve the environment for people and wildlife. Over the last 10 years we have achieved significant reductions in our environmental impacts that occur through our everyday operations. This included a 40% reduction in our carbon emissions and a 37% reduction in the number of miles we travel. This year we have launched our new Internal Environmental Management strategy to take us through to 2020, building on these successes and widening our ambition.

Supply chain

Our 2020 approach will have a very strong emphasis on the indirect impacts of our supply chain.

Our supply chain accounts for over 70% of our total environmental impacts.

Working with our supply chain we want to be world class in the area of environmental management. The environmental impacts of our work and that delivered by and through

our supply chain must be reduced; environmental risks must be effectively managed and opportunities for enhancements investigated.

As an organisation, our environmental management system (EMS) is accredited to ISO14001 and EMAS standards. Our procurement activities form part of this system; driving environmental performance improvements across the value chain.

Section 8

Additional Information

Copyright and confidentiality

Unless otherwise indicated, the copyright in all of the documentation belongs to the Environment Agency, and the documentation is to be returned to us with your tender. The contents of the documentation must be held in confidence by you and not disclosed to any third party other than is strictly necessary for the purposes of submitting your quote. You must also ensure that a similar obligation of confidentiality is placed upon any third party to whom you may need to disclose any of the documentation for the purposes of the tender.

Accuracy of documentation

You should check all documentation; should any part be found to be missing or unclear you should immediately contact us at the address given in the covering letter. No liability will be accepted by the Environment Agency for any omission or errors in the documentation which could have been identified by you.

Amendments to documentation

Prior to the date for return of tenders, we may clarify, amend or add to the documentation. A copy of each instruction will be issued to every Tenderer and shall form part of the documentation. No amendment shall be made to the documentation unless it is the subject of an instruction. The Tenderer shall promptly acknowledge receipt of such instructions.

Alternative Offers

Alternative offers may be considered if they constitute a fully priced alternative and are submitted in addition to a quotation complying with the requirements of the Invitation to Quote Documents. If, for any reason you wish to submit an alternative offer without a fully compliant tender please contact us in accordance with the details in the covering letter.

Continuity of personnel

The Contractor shall employ sufficient staff to ensure that the Services are provided at all times and in all respects to the Project Standard. It shall be the duty of the Contractor to ensure that a sufficient reserve of staff is available to ensure project delivery in the event of staff holidays, sickness or voluntary absence.

The Environment Agency will be notified immediately of any changes to personnel associated with the project. The Contractor will ensure that every effort is made to replace outgoing staff with personnel of equal calibre and expertise. All new members of staff undertaking work for the Project will need to be agreed by the Environment Agency prior to commencement.

At all times, the Contractor shall only employ in the execution and superintendence of the Contract persons who are suitable and appropriately skilled and experienced.

Intellectual property rights

All results, including material and tools produced, developed or paid for under this contract shall be the property of the Environment Agency.

References

The Environment Agency may request recent and relevant references prior to the award of the project.

Contract award

This Request for Quote is issued in good faith but we reserve the right not to award any or all of this work.

DATA PROTECTION ACT ADDENDUM TO SPECIFICATION

Protection of personal data

In order to comply with the Data Protection Act 1998 the Contractor must agree to the following:

- You must only process the personal data in strict accordance with instructions from the Environment Agency.
- You must ensure that all the personal data that we disclose to you or you collect on our behalf under this agreement are kept confidential.
- You must take reasonable steps to ensure the reliability of employees who have access to personal data.
- Only employees who may be required to assist in meeting the obligations under this agreement may have access to the personal data.
- Any disclosure of personal data must be made in confidence and extend only so far as that which is specifically necessary for the purposes of this agreement.
- You must ensure that there are appropriate security measures in place to safeguard against any unauthorised access or unlawful processing or accidental loss, destruction or damage or disclosure of the personal data.

- On termination of this agreement, for whatever reason, the personal data must be returned to us promptly and safely, together with all copies in your possession or control.

Annex 3 – Charges

Defined terms within this Annex:

E-Invoicing: Means invoices created on or submitted to the Authority via the electronic marketplace service.

Electronic Invoice: Means an invoice (generally in PDF file format) issued by the Supplier and received by the Authority using electronic means, generally email

1. How Charges are calculated

1.1 The Charges:

1.1.1 shall be calculated in accordance with the terms of this Annex 3;

1.2 Any variation to the Charges payable under the Contract must be agreed between the Supplier and the Authority and implemented using the procedure set out in this Annex.

2. Costs and expenses included in the Charges

2.1 Except as expressly set out in Paragraph 3 below, the Charges shall include all costs and expenses relating to the provision of Deliverables. No further amounts shall be payable in respect of matters such as:

2.1.1 incidental expenses such as travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications charges; or

2.1.2 costs incurred prior to the commencement of the Contract.

3. When the Supplier can ask to change the Charges

3.1 The Charges will be fixed for the first two years following the Start Date (the date of expiry of such period is a "**Review Date**"). After this Charges can only be adjusted on each following yearly anniversary (the date of each such anniversary is also a "Review Date").

3.2 The Supplier shall give the Authority at least three (3) Months' notice in writing prior to a Review Date where it wants to request an increase. If the Supplier does not give notice in time then it will only be able to request an increase prior to the next Review Date.

3.3 Any notice requesting an increase shall include:

3.3.1 a list of the Charges to be reviewed;

- 3.3.2 for each of the Charges under review, written evidence of the justification for the requested increase.

4. When the Charges are linked to inflation

- 4.1 Not used

- 5. Pricing shall be fixed for the delivering the full scope of work, including all fees, costs and expenses.

6. Rates and Prices

All pricing shall be exclusive of VAT.

Pricing shall be fixed for the delivering the full scope of work, including all fees, costs and expenses.

Payments will be in arrears, on completion of all deliverables to the satisfaction of the Environment Agency.

7. Currency

All Supplier invoices shall be expressed in sterling or such other currency as shall be permitted by the Authority in writing.

8. Variations

The Authority may make reasonable changes to its invoicing requirements during the Term after providing 30 calendar days written notice to the Supplier.

9. Electronic Invoicing

- 9.1 The Authority shall accept for processing any electronic invoice that it is valid, undisputed and complies with the requirements of the Authority's e-invoicing system:
- 9.2 The Supplier shall ensure that each invoice is submitted in a PDF format and contains the following information:
 - 9.2.1 the date of the invoice;
 - 9.2.2 a unique invoice number;

- 9.2.3 the period to which the relevant Charge(s) relate;
 - 9.2.4 the correct reference for the Contract
 - 9.2.5 a valid Purchase Order Number;
 - 9.2.6 the dates between which the Deliverables subject of each of the Charges detailed on the invoice were performed;
 - 9.2.7 a description of the Deliverables;
 - 9.2.8 the pricing mechanism used to calculate the Charges (such as fixed price, time and materials);
 - 9.2.9 any payments due in respect of achievement of a milestone, including confirmation that milestone has been achieved by the Authority's Authorised Representative
 - 9.2.10 the total Charges gross and net of any applicable deductions and, separately, the amount of any reimbursable expenses properly chargeable to the Authority under the terms of this Contract, and, separately, any VAT or other sales tax payable in respect of each of the same, charged at the prevailing rate;
 - 9.2.11 a contact name and telephone number of a responsible person in the Supplier's finance department and/or contract manager in the event of administrative queries; and
 - 9.2.12 the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number);
- 9.3 The Supplier shall submit all invoices and any requested supporting documentation through the Authority's e-invoicing system or if that is not possible to: (**for EA**) Shared Services Connected Ltd, PO Box 797, Newport, Gwent, NP10 8FZ; with a copy (again including any supporting documentation) to such other person and at such place as the Authority may notify to the Supplier from time to time.
- 9.4 Invoices submitted electronically will not be processed if:
- 9.4.1 The electronic submission exceeds 4mb in size
 - 9.4.2 Is not submitted in a PDF formatted document
 - 9.4.3 Multiple invoices are submitted in one PDF formatted document
 - 9.4.4 The formatted PDF is "Password Protected"

Annex 4 – Tender Submission



Tender Response

Recipient: The Environment Agency, 2 Marsham Street, London, SW1P 4DF



ITT: itt_11014 - Parliamentary Monitoring Service



Contents

Introduction	3
Response to requirements	4
Appendix A Pricing Schedule	19
Appendix C Acceptance of Terms and Conditions	20

Introduction

This response follows the 'request for Quotation' issued by The Environment Agency on 1st March 2023.

Dods has supplied parliamentary monitoring to The Environment Agency since 2008, enjoying a successful working relationship and would relish the opportunity to continue that relationship.

Dods Monitoring Overview

Dods is Europe's leading provider of tailored political intelligence, supported by one of the oldest and most respected political brands in the industry.

We provide the largest political monitoring service in both the UK and the EU and now provide services covering France and Germany as well, with further international expansion in the pipeline. Through these services we work with over 1,000 organisations including more than 550 in the UK alone.

This scale gives us unrivalled experience. We can add value to our clients by supporting their needs with dedicated, policy-specialist account teams. This enables us to deliver individually tailored, accurate, concise and timely political information designed to free up your time, put you in a proactive position to respond to upcoming developments and ensure you are alert to threats and opportunities.

Our approach to Political Monitoring is based around the delivery of three key service elements, which will be discussed in more detail in our response:

- Tailored political monitoring emails with flexibility in terms of scheduling and content
- Support from a dedicated political consultant available for ad-hoc research/analysis and bespoke research projects
- Access to online tools –including our market-leading political contact directory, Dods People and our online monitoring archive.

Backed by the Dods Group brand, we enjoy unrivalled brand recognition. This provides a huge variety of extra resources to draw on to service our clients, but also offers our clients an extensive support network of additional expertise that can be contracted on an ad hoc basis should the need arise.

With this pedigree, Dods Monitoring offers a unique proposition for meeting political information needs.

Please provide a statement covering your ability to meet The Environment Agency's requirements

Dods understands the need for the Environment Agency to select a supplier with a strong knowledge and understanding of the policy landscape for environmental affairs. Such an understanding will be essential to best support both the Environment Agency's internal policy development process and to provide information which will form the basis for effective external relations with officials and parliamentarians.

Applying our knowledge to the delivery of your service

Dods has provided parliamentary monitoring to the Environment Agency since 2008, enjoying a successful working relationship throughout that time. Through working with the agency for many years, our consultants have developed a thorough understanding of the brief and will be able to offer an uninterrupted continuation of this successfully rendered service.

Our team work closely with environmental policy, and spend dedicated time monitoring the work of DEFRA, recently focusing closely on the development of Environmental Land Management schemes, the genetic technology (precision breeding) bill, and the passing of the Environment Act, including new regulatory requirements and powers post exiting the EU. Dods is keenly abreast of the upcoming land use framework 2023, and the wider government agenda around land use, biodiversity, plastics and recycling. For both the Environment Agency and other clients we provide specialist monitoring and coverage of EFRA committee, and on a diversified set of issues, including environmental regulations, pollution, energy, waterways, housing, and recycling. Our consultants have an excellent capacity to track and analyse these key issue areas, which span multiple departments in government, as well as the activities of key stakeholders and policy influencers.

Furthermore, the Environment Agency is one of several organisations Dods works with which operate as a non-departmental public body (NDPB) separate from and independent from Government. As with the Environment Agency, we execute both support functions to assist with their work programmes, monitoring Parliamentary and Government activity to support their external relations activity. We understand these organisations are accountable for their use of public funds and are therefore committed to providing a timely, relevant and accurate service which facilitates successful performance of their key functions.

Dods also routinely tracks policy making and implementation of the kind of legislation which creates, controls and determines NDPBs powers.

Our consultants scan vital content sources across parliament, alongside around 5000 stakeholders which the Environment Agency works with, or impacts directly or indirectly, including charities for people with protected characteristics and the police and criminal justice agencies supporting the enforcement of those rights.



By selecting Dods as your supplier The Environment Agency will continue to receive information on their work programmes and interest areas as they relate to business, law enforcement, justice, welfare, housing, immigration and health, among others.

Through timely alerts and horizon-scanning information we will also put you in a proactive position to respond to upcoming political developments and ensure you are alerted to threats and opportunities which impact on the Environment Agency's duties and to ensure your staff are best equipped to respond to inquiries resulting from these developments.

Each individual subscriber to the Dods service can define which topics they would like to receive information on (within the scope of the brief defined within the technical requirements). Alerts received will be tailored to cover these topics and they will be clearly labelled to ensure it is clear what they cover.

We also offer complete flexibility around scheduling of email alerts allowing the alerts to work around The Environment Agency. Our email alerts will be sent to The Environment Agency at a time agreed with your users, daily.

Outline how you will provide online access to quick, user-friendly and comprehensive services and databases

Included as part of the monitoring service is Dods People: a contact and biography database with built-in contact management functionality. It covers all UK elected representatives, their staff, senior civil servants, public officials and public affairs professionals. Each profile has detailed information about the individual, their career, political and personal interests and includes information about the constituency they represent.

Within Dods people you are also able to search through Government Departments, committees and APPG's. Dods has a team of 4 updating this information constantly and provided contact details for MPs since 1832, and is still the database used with the House of Commons and House of Lords, and within the majority of the Government departments as their internal database. Alongside the website Dods People is also available in App form for android and iPhone users.

The Dods People online service provided to our monitoring clients is a contact directory of people, institutions, groups and organisations involved in politics and public affairs.

The service is updated on a rolling basis by 3 dedicated researchers and provides detailed biographical information on members of the House of Commons, House of Lords, Scottish Parliament, Welsh Assembly, Government Departments, Embassies, and High-Commissions. This includes details of over 20,000 names covering more than 4000 organisations. The benefit of online provision is that these are all searchable and the output may be manipulated to meet your distribution or contact management needs.

Being the benchmark in political contact information, Dods People is also used by the Houses of Parliament and European Institutions as their own internal contact management system.

The contacts covered include:

Members of Parliament (and staff) Peers MSPs AMs MLAs Special advisers, Civil Servants – Grades 1-5 Public affairs professionals

For political appointments, information included (where relevant) covers both Political and personal categories:

- Current posts
- Electoral History
- Committee Memberships
- Group Memberships
- Party Posts
- Political Interests
- Full personal details (including education, career history and awards, recreations and trade union membership)

In addition, for each MP we hold 3rd party profiles which are produced to provide genuine insight into the political history of each member including key political events they have been associated with.

All Government departments contain contact information for Ministers, Ministerial staff, senior Civil Servants and Special Advisors. These details are updated immediately when changes are known and every quarter each department is asked to review the information for our print publications.

We monitor the news to be aware of any upcoming reshuffles to prepare our schedules. When they are underway we follow the news, official social media accounts and gather official press releases to update the roles in real time as they are released and amend the biographies/profiles of the politicians involved. Following the reshuffle we will check all the information with our contacts within the ministerial offices for government reshuffles and within the party for opposition reshuffles.

The key unique benefits of the Dods People directory are:

- Comprehensiveness – Profiles contain wide-ranging political and personal information, all of which may be searched. Includes roles, groups they are a member of, personal information and political interests.
- Civil Service – names, titles and contact information for nearly 150 senior civil servants enabling our clients to navigate through organisational structures and find the relevant contacts
- Rich information - 3rd party profiles of MP's provide genuine insight into the people in Parliament, above information contained on their political profile.
- Stakeholders - Profiles and contact details for stakeholder organisations and public affairs professionals across the UK enabling clients to engage with their peers
- CRM – Clients may save notes against groups or individuals, can export data and send emails through the service.

The Dods team are able to provide bulk uploads and downloads of data with clients notes. Due to the size of this task we ask that this request is undertaken no more than twice annually.

Using Dods People you can create and export groups of MPs, peers, parliamentarians into a spreadsheet including full contact details and constituency information.

For clients switching to Dods from another provider we provide a one-off upload service to transfer all notes.

Please provide a statement explaining how you will be able to provide quick, accurate, relevant alerts to our requirements

Our email delivery service is extremely flexible, and we can deliver updates when suits each individual user within the organisation. Your designated consultant Josh Wells will work closely with your team to identify the key topics of interest and preferred times for the delivery of information.

Email updates can also be grouped together or tailored to individual users within your organisation where required.

All this content is processed by our 16-strong team of consultants and analysts who are dedicated to sourcing, analysing and delivering this information from 6am each working day. This ensures that key information reaches our clients as early as possible, often before they have themselves reached work. We receive a direct feed from parliament, ensuring that the information reaches our clients quickly and allowing you to respond and deal with any matters in a timely manner.

All significant content is summarised by our team including live coverage of the majority of select committee meetings. Where this is not possible we will provide a detailed summary of the whole session within 24 hours.

We process thousands of items of material each day, so employ a dual filtration system to ensure only highly tailored information relevant to your policy interests reaches you. The most important part of this is using human-filtration, which means that every item that reaches a client has been read, analysed and (where appropriate) summarised by our team. Using this dual filtration system makes sure that no relevant information is missed, and that the information you receive is tailored and relevant to your requirements.

Our Political Consultants are ingrained in their respective policy areas daily and therefore have an in-depth understanding of happenings within the sector, and will proactively flag relevant information to the team. This allows us to give you as much fore warning as possible for you to be able to work in the most effective way. In conjunction with this, we operate a 'keyword' system with the capacity to immediately alert you to mentions of specific words or phrases, for instance "National Nature Reserves".

Each client is assigned an account team on hand to offer training, manage the brief, answer questions, undertake ad hoc research and offer support as appropriate. Unlike other providers we set no specific limit on your use of our consultants' time, instead operating a 'fair use policy' to manage research work undertaken – this is due to our understanding that need varies throughout the parliamentary and legislative calendar.

Scheduled Alerts

Information regarding key issues can be scheduled to be received as soon as it is published and all information sent as part of scheduled emails is supplemented by

the support of your sector-specialist Political Consultant. Given their sector knowledge and expertise throughout the day you could expect ad-hoc email alerts specifically drawing your attention to:

- Key lines in debates and announcements
- Items of importance within the regular, scheduled monitoring.
- Breaking news stories likely to have an impact on your work.
- Issues you have specifically flagged you would like us to monitor closely.
- Engagement opportunities within the content, for example events which may be worth the team attending or MP comments which demonstrate an interest in your work or campaigns.

The Dods Monitoring team are able provide speculation documents ahead of key parliamentary events, our team of politics home journalists will be on hand to provide live coverage. Any key documents released will be made immediately available to clients where required. You will also receive sector summary reports from your consultant.

Throughout the year our consultants also regularly attend industry events, conferences and networking events and where available, on request can provide summaries of relevant speeches and panel discussions. Through your dedicated consultant we would aim to give The Environment Agency notice of events that may interest the team and where possible, would be able to provide write-ups of events attended by our consultants.

Ability for the user to contextualise information from a range of sources within a single system

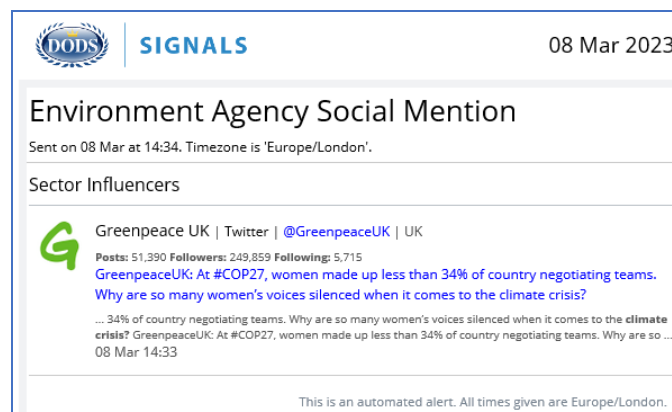
With information sources covering all Governmental departments, Westminster, the devolved administrations, London Assembly and major stakeholders Dods can provide bespoke monitoring catered to individual needs and interests and keep clients informed of the breaking developments in their sector.

In addition to timely monitoring, Dods provides clients with summaries of every debate in Parliament and can provide detailed summaries of all select committee on request prepared by our consultants and dedicated parliamentary journalists.

Our sources cover all UK institutions and stakeholders, as listed below. We can refine your monitoring to remove the devolved bodies from the standard emails and then flag any matters of importance through your Political Consultant.

Sources include:

- Parliament – All Commons and Lords activity
- Devolved – Northern Ireland Assembly, Scottish Parliament, Welsh Assembly
- Government – Central Departments, Devolved Administrations, No. 10, Quangos, NDPBs/Executive Agencies
- Stakeholders – Charities, pressure groups, trade unions, APPGs, think tanks, trade associations, companies, universities, research bodies and political parties
- Twitter – all MPs who use Twitter
- All major social media platforms and blog output from key political stakeholders through Dods Signals. Our Political Social Media Alerts provide tailored content from the social media profiles and digital channels of a comprehensive range of over 5,000 political influencers across all major platforms including: Twitter, LinkedIn, Facebook, YouTube and Instagram as well as blogs, review sites and discussion forums.



(EA Social Media alert via Dods Signals)

- Unique to Dods, we also provide:
 - Party Conference coverage
 - Legislation overviews

- 
- Guides to procedure
 - Budget and Autumn Statement speculation briefings
 - Budget and Autumn Statement summaries
 - Event coverage

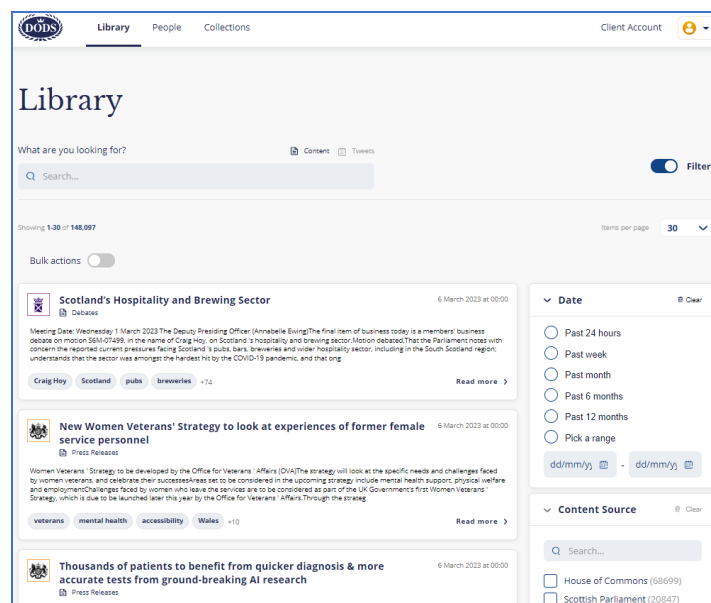
Support requirements

On-line service - Dods Monitoring Platform

Each team member will have access to the Platform; our user-friendly website which collates email alerts received and offers access to wider information from any of our sources. The Platform allows users to:

- Filter emails by topic, source and type on a personalized live feed
- Search emails by keyword or topic to find relevant information quickly and easily
- Download selected documents into a word or .pdf report
- Tag documents and share tags with colleagues, providing a simple workflow for sharing information between teams
- Find linked documents per an algorithm which calculates relevance according not only to subject, but source and type of information
- Review and export detailed biographies of Political stakeholders, including all MP's, their staff, Senior Civil Servants and other key officials
- Access a library of all the information we track; even if we are not providing such information as part of the tailored monitoring streams we provide to individuals

All information tracked as part of the service is available online via our searchable, secure website. It includes both the specific monitoring that we provide as well as access to all the information we track and provide for all our 550+ clients. The library can be searched easily using key terms and results can be easily filtered, stored, exported and manipulated to create reports.



Platform Search - NB results based on Dods staff user profile

The website can be accessed by any member of your team - our belief that wide-use of our desktop facilitates joined up working and efficiency means it is free of restrictions and cost linked user licences favoured by providers of similar services.

All our online services have been designed in conjunction with feedback from our existing clients to ensure they are fast, intuitive and most importantly easy to use, ensuring you save time on resource-intensive tasks such as reporting and research.

To ensure full confidence in using our services across the Environment Agency, training is available to any member of the team at any time either online or in person.

Alerts and briefings

Dods provides the following daily and weekly automated alerts, timings can be scheduled as per the requirements of your team:

- Week in Politics (Monday PM) – A weekly lookahead at Government and Stakeholder events, reports and speeches
- Dods Monitoring Daily (9AM) – A daily lookahead of the Parliamentary, Government and Stakeholder agenda
- Westminster Weekly Business (Thursday AM and PM) – A weekly lookahead at the next two weeks of parliamentary activity. It is updated in the afternoon to include select committee and APG meetings.
- Devolved Weekly Business (Friday PM) – A weekly lookahead at parliamentary/assembly business in Scotland, Wales, Northern Ireland and London
- Consultation Tracker (Tuesday PM) Sector by sector guide to all new and closing consultations and inquiries
- People Moves (Friday) – Weekly compilation of appointments and resignations in parliament, government and industry
- Breaking News and Briefings (ad hoc) – updates on key announcements such as reshuffles and our set piece event coverage (budget, queens speech etc)

Political research

Research requests such as stakeholder mapping can be delivered through your dedicated political consultant. Unlike other providers we set no specific limit on your use of our consultants' time, instead operating a 'fair use policy' to manage research work undertaken – this is due to our understanding that need varies throughout the parliamentary and legislative calendar. As per the current service level agreement this is currently set at two hours per month.

Systems Infrastructure

Our online system is fully operational and compatible across Microsoft Edge, Google Chrome, Firefox and Safari.

We will require access to a dedicated account manager who can undertake research on demand and to be the key contact for us throughout the contract

Each Dods client is assigned an account team on hand to offer training, manage the brief, answer questions, undertake ad hoc research and offer support as appropriate. Unlike other providers we set no specific limit on your use of our consultants' time, instead operating a 'fair use policy' to manage research work undertaken – this is due to our understanding that need varies throughout the parliamentary and legislative calendar.

Account Team

The Environment Agency will have a dedicated Account Manager, Jonathan Cutts, to personally oversee your account and a dedicated Political Consultant, Dr Joshua Wells, to deliver your monitoring information and provide ad-hoc research support. Josh looks after our environment and energy client base so will be well-placed to support you:

Dr Joshua Wells (Senior Political Consultant)

Joshua is Dods Lead Political Consultant for DEFRA and has a range of clients across the environmental space assisting them by focusing on the latest political developments, policy announcements and consultations. Josh has been a part of the team for two years now, having transitioned from Academia, specializing in Geoengineering Governance.

As the Environmental consultant at Dods Group, Josh works closely with the DEFRA portfolio to ensure that clients are on the pulse of the latest political intelligence, including key policy developments, government initiatives, and current political affairs.

Agricultural and animal related issues have a broad and far-reaching scope when it comes to relevant policy areas, this requires Josh to engage proactively with environmental, housing and development, and immigration policy to service his client base which includes representatives from third sector advocacy groups, Government advisors, regulators, and organised industry representatives.

Jonathan Cutts (Account Manager)

An experienced member of the team having worked at the organisation since 2013 across the full Dods portfolio. Jonathan works closely with the monitoring team and acts as a bridge between Dods and the clients in order to keep them abreast of the various events that Dods organises in their policy area, as well as acting to ensure the client has the most positive experience of working with Dods.

As a standard Dods require a minimum of twice-yearly meeting, preferably quarterly, to ensure we are up to date on all Environment Agency priorities, we also encourage monthly conference calls. Ad hoc feedback is both welcomed and encouraged and, should you need to meet us to discuss any issues that arise, we would of course be happy to accommodate this.



All our clients are assigned a secondary consultant to manage the brief and provide research in the absence of your main, assigned point of contact i.e. due to illness or annual leave. This secondary consultant will be briefed on your key issues and be aware of outstanding research deadlines, user queries or pertinent topics to flag over email.

Annual leave taken by your consultant will be planned and you will be notified of the length of the period and who to contact should a query arise.

Content Specialists work across our portfolio of clients, so they are fully immersed in the evolving taxonomy trends for tracking information. They oversee the ingestion of source material into our system and so only material relevant to your policy brief will be highlighted by our 'keyword' system.

Data Analysts work closely with the Content Specialists and Consultants on our Dods People Platform, included within our Monitoring services. They support client data requests via the Consultant, their expertise evident from the publishing the Dods Parliamentary Companion, used by parliament for over 180 years.

You will be expected to undertake the contract in the most sustainable approach with minimal impact to the Environment

Dods Environmental Policy

Introduction

- Dods recognises that its operations inevitably have an impact on the local, regional and global environment. We are therefore committed to continuous improvements in environmental performance and the prevention of pollution, in order to minimise the potentially harmful effects of such activities wherever and whenever possible.

Scope

- This policy applies to all employees of Dods

Key Principles

- Dods will meet and, where appropriate, exceed the requirements of all legislation.
- Dods will promote recycling and the use of recycled materials, while reducing consumption of materials wherever possible.
- Dods will consider the environmental impact of its products at all stages of their life cycle – from design, customer use, and finally disposal.
- Dods will implement its policy through internal and external communication.

Responsibilities:

Employees

- All employees have a responsibility to be aware of how their actions impact on the environment. Dods ask its employees to remain committed to carrying out their roles in an environmentally conscious way, ensuring that the above principles are adhered to.

Directors and CEO

- Dods management team will ensure that the policy is applied throughout the company.

Client meetings are attended via public transport, training around the monitoring platform will be conducted online unless otherwise requested. Dods office premises are compliant with ISO4001 (attached).

Please find attached in rfp Response 'Dods environmental policy'

How will you ensure you can provide a system that is fully accessible and inclusive to all?

Handling Customer Services Queries and Training

We employ a dedicated customer service team responsible for providing training on our services and handling systems access queries (e.g. members of the team forgetting their logins or new starters requiring training around the online platform).

We put our teams front and centre and ensure that they build and maintain strong relationships with our clients. This approach ensures we have the understanding and flexibility to adapt to changing client needs whilst acting as an extension to our client's team.

The Customer Services Team is on hand to answer any queries or concerns via phone or email during normal working hours. They can always be relied upon to answer any general queries you may have and can liaise with the wider team for further support where necessary.

Implementation and Training

As the incumbent supplier Dods can ensure a smooth transition over to the new agreement without the need for any transfer of files or data, meaning, in effect a continuation of the current service provision.

We do not limit the number of service users and are happy to accommodate and train new users on an ongoing basis, according to your organisational needs.

Evaluation of service

Following any new agreement we would wish to begin by meeting with the team on an individual and collective basis. This inception meeting would take place within the first month and we will aim to leave with answers to the following:

Projects & Priorities

- Work and projects within the past six months?
 - Main priorities
 - Key sectoral phrases we would need to know
 - Deadlines you are working towards
 - Information you have found difficult to find
 - How do your priorities/projects fit in with the overall aims of the organisation?
 - Where we can add value?

Your working day

- How do you use the information once you have received it?
- Are you responsible for alerting colleagues with information?
 - Do you have to collate information into reports or documents?
 - Times of the day/week which are difficult for you to digest the information you are sent

- Alternative means of contact with priority information at this time?

Monitoring Interests/Forward Planning

- What information do you wish to receive?
- What legislation is of interest to you?
- Key political dates you are working towards
- Key political stakeholders/commentators of priority interest
- Order of priorities

Monitoring of service

We currently measure performance through a blend of regular feedback, our best practice of proactively seeking feedback, and our statistical analysis of the service we deliver. We can provide log-in statistics for both our Dods People and Dods Monitoring websites, to allow you to monitor usage.

Disabled Access to Dods office

The Shard is fully accessible to disabled people from street level right to the highest floor, there are lifts at every stage of the journey and the attraction has been designed with large enough spaces to allow wheelchairs to easily pass at every stage.

APPENDIX A - PRICING SCHEDULE

As the incumbent supplier Dods Group are happy to offer the following agreement:

- 36 month Fixed-term contract (1 June 2023 – 31 May 2026)
- Dods Parliamentary Monitoring with political consultant support and two hours of research support per month
- Dods People Access

Billing Frequency – Dods clients have the option of paying quarterly or annually.

Pricing - Price fixed over the initial three-year period.

APPENDIX C – ACCEPTANCE OF TERMS AND CONDITIONS

I/We accept in full the terms and conditions named in Section 2 and appended to this Request for Quote document.

Company Name Dods Group

Signature 

Print Name Jonathan Cutts

Position Account Manager

Date 8.3.2023

Annex 5 – Sustainability

Incorporate the appropriate Annex 5 version for this requirement.

To meet Environment Agency group requirements for Sustainability and Social Value, two versions of Annex 5 have been developed to support when using the Short Form; Annex 5 and Annex 5 Enhanced. [See One Way of Working Updates to Terms and Conditions Presentation – Slide 12](#) to determine which Annex 5 is appropriate for use.

Short Form Terms

1. Definitions used in the Contract

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

"Authority"	means the authority identified in paragraph 3 of the Order Form;
"Authority Data"	a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's confidential information, and which: i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or b) any Personal Data for which the Authority is the Data Controller;
"Authority Cause"	any breach of the obligations of the Authority or any other default, act, omission, negligence or statement of the 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 Authority is liable to the Supplier;
"Central Government Body"	for the purposes of this Contract this means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: • Government Department; • Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); • Non-Ministerial Department; or • Executive Agency;
"Charges"	means the charges for the Deliverables as specified in the Order Form and Annex 3;
"Confidential Information"	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is agreed by the Parties to be confidential;
"Contract"	means this contract between (i) the Authority and (ii) the Supplier which is created by the Supplier signing the Order Form and returning it to the Authority.

"Controller"	has the meaning given to it in the "UK GDPR";
"Crown Body"	means any department, office or agency of the Crown, including any and all Local Authority bodies;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the UK GDPR and any applicable national implementing Laws as amended from time to time; (ii) the Data Protection Act 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
"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;
"Date of Delivery"	means that date by which the Deliverables must be delivered to the Authority, as specified in the Order Form;
"Deliver"	means handing over the Deliverables to the Authority at the address and on the date specified in the Order Form, which shall include unloading and any other specific arrangements agreed in accordance with Clause 4. Delivered and Delivery shall be construed accordingly;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;

"Documentation"	descriptions of the Services, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) that is required to be supplied by the Supplier to the Authority under the Contract as: a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables b) is required by the Supplier in order to provide the Deliverables; and/or c) has been or shall be generated for the purpose of providing the Deliverables;
"Existing IPR"	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
"Expiry Date"	means the date for expiry of the Contract as set out in the Order Form;
"FOIA"	means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;
"Goods"	means the goods to be supplied by the Supplier to the Authority under the Contract;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Information"	has the meaning given under section 84 of the FOIA;

"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Insolvency Event"	occurs in respect of a legal person (for example an individual, company or organisation): i) if that person is insolvent; ii) if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; or iv) if the person makes any arrangement with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction whether under the Insolvency Act 1986 or otherwise;
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal) Act 2018;
"Key Personnel"	means any persons specified as such in the Order Form or otherwise notified as such by the Authority to the Supplier in writing;
"Law"	means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of Section 4(1) EU Withdrawal Act 2018 as amended by EU (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Parties are bound to comply;
"New IPR"	all and any intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
"Order Form"	means the letter from the Authority to the Supplier printed above these terms and conditions;
"Party"	the Supplier or the Authority (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	has the meaning given to it in the UK GDPR;
"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Processing"	has the mean given to it in the UK GDPR;
"Processor"	has the meaning given to it in the UK GDPR;
"Purchase Order Number"	means the Authority's unique number relating to the order for Deliverables to be supplied by the Supplier to the Authority in accordance with the terms of the Contract;

"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Services"	means the services to be supplied by the Supplier to the Authority under the Contract;
"Specification"	means the specification for the Deliverables to be supplied by the Supplier to the Authority (including as to quantity, description and quality) as specified in Annex 2;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where applicable, the Authority's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Start Date"	Means the start date of the Contract set out in the Order Form;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Supplier Staff"	all 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 the Contract;
"Supplier"	means the person named as Supplier in the Order Form;
"Sustainability Requirements"	means any relevant social or environmental strategies, policies, commitments, targets, plans or requirements that apply to and are set out in the Annex 5;
Tender Submission	means the Supplier's response to the invitation to the bidder pack (including, for the avoidance of doubt, any clarification provided by the Supplier).
"Term"	means the period from the Start Date to the Expiry Date as such period may be extended in accordance with the Order Form or terminated in accordance with Clause 11;
"UK GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (and see section 205(4);

"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Workers"	any one of the Supplier Staff which the Authority, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2. Understanding the Contract

In the Contract, unless the context otherwise requires:

2.1 references to numbered clauses are references to the relevant clause in these terms and conditions and references to numbered paragraphs are references to the paragraph in the relevant Annex;

2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;

2.3 the headings in this Contract are for information only and do not affect the interpretation of the Contract;

2.4 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;

2.5 the singular includes the plural and vice versa;

2.6 a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that law;

2.7 any reference in this Contract which immediately before the IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time):

- i. any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area ("EEA") agreement ("EU References") which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

- ii. any EU institution or EU authority or other such EU body shall be read on and after the date of exit from the EU as a reference to the UK institution, authority or body to which its functions were transferred.

2.8 the word 'including', "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation";

2.9 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

2.10 any Annexes form part of this Contract and shall have effect as if set out in full in the body of this Contract. Any reference to this Contract includes the Annexes; and

2.11 all undefined words and expressions are to be given their normal English meaning within the context of this Contract. Any dispute as to the interpretation of such undefined words and expressions shall be settled by reference to the definition in the Shorter Oxford English Dictionary.

3. How the Contract works

3.1 The Order Form is an offer by the Authority to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.

3.2 The Supplier is deemed to accept the offer in the Order Form when the Authority receives a copy of the Order Form signed by the Supplier.

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

4. What needs to be delivered

4.1 All Deliverables

(a) The Supplier must provide Deliverables: (i) in accordance with the Specification and Tender Submission; (ii) to a professional standard; (iii) using all reasonable skill and care; (iv) using Good Industry Practice; (v) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract; (vi) in accordance with such policies and procedures of the Authority (as amended from time to time) that may be specified in the Contract (vii) on the dates agreed; and (viii) in compliance with all applicable Law.

(b) Without prejudice to the Specification the Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to the Authority) from Delivery against all obvious damage or defects.

4.2 Goods clauses

- (a) All Goods Delivered must be capable of meeting the requirements set out in the Specification and be either (i) new and of recent origin, (ii) reused or (iii) recycled.
- (b) All manufacturer warranties covering the Goods will be assigned to the Authority on request and for free.
- (c) The Supplier transfers ownership of the Goods on completion of Delivery (including off-loading and stacking) or payment for those Goods, whichever is earlier.
- (d) Risk in the Goods transfers to the Authority on Delivery but remains with the Supplier if the Authority notices any damage or defect following Delivery and lets the Supplier know within three Working Days of Delivery.
- (e) The Supplier must have full and unrestricted ownership of the Goods at the time of transfer of ownership.
- (f) The Supplier must Deliver the Goods on the date and to the specified location during the Authority's working hours.
- (g) The Supplier, its subcontractor(s) and supply chain must minimise packaging used whilst providing sufficient packaging for the Goods to reach the point of Delivery safely and undamaged. The Supplier must take back any primary packaging where it is possible to do so. Packaging must be 100% re-usable, recyclable or compostable, use recycled content where reasonably practicable and support the Government's commitment to eliminate single use plastic.
- (h) All Deliveries must have a delivery note attached that specifies the order number, type, quantity of Goods, contact and details of traceability through the supply chain.
- (i) The Supplier must provide all tools, information and instructions the Authority needs to make use of the Goods. This will include, where appropriate, any operation manuals which, unless specified otherwise, will be written in English and provided in electronic form.
- (j) The Supplier will notify the Authority of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Authority against the costs arising as a result of any such request. Goods must be disposed of in line with the waste management hierarchy as set out in Law. The Supplier will provide evidence and transparency of the items and routes used for disposal to the Authority on request.

(k) The Authority can cancel any order or part order of Goods which have not been Delivered. If the Authority gives less than 14 calendar 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 all reasonable steps to minimise these costs.

(l) The Supplier must at its own cost repair, replace, refund or substitute (at the Authority's option and request) any Goods that the Authority rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Authority's costs including repair or re-supply by a third party.

(m) The Authority will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Authority or its servant or agent. If the Authority suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify from all losses, damages, costs or expenses (including professional fees and fines) which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or, where related to the Contract, any of its subcontractors or suppliers.

4.3 Services clauses

(a) Late delivery of the Services will be a breach of the Contract.

(b) The Supplier must co-operate with the Authority and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including any security requirements.

(c) The Authority must provide the Supplier Staff with reasonable access to its premises at such reasonable times agreed with the Authority for the purpose of supplying the Services.

(d) The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Authority to the Supplier for supplying the Services remains the property of the Authority and is to be returned to the Authority on expiry or termination of the Contract.

(e) The Supplier must allocate sufficient resources and appropriate expertise to the Contract.

(f) The Supplier must take all reasonable care to ensure performance does not disrupt the Authority's operations, employees or other contractors.

(g) On completion of the Services, the Supplier is responsible for leaving the Authority's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Authority's premises or property, other than fair wear and tear and any pre-existing cleanliness, safety or tidiness issue at the Authority's premises that existed before the commencement of the Term.

(h) The Supplier must ensure all Services, and anything used to deliver the Services, are of the required quality and free from damage or defects.

(i) The Authority is entitled to withhold payment for partially or undelivered Services or for Services which are not delivered in accordance with the Contract but doing so does not stop it from using its other rights under the Contract.

5. Pricing and payments

5.1 In exchange for the Deliverables delivered, the Supplier shall be entitled to invoice the Authority for the charges in Annex 3. The Supplier shall raise invoices promptly and in any event within 90 days from when the charges are due.

5.2 All Charges:

(a) exclude VAT, which is payable on provision of a valid VAT invoice and charged at the prevailing rate;

(b) include all costs connected with the supply of Deliverables.

5.3 The Authority must pay the Supplier the charges within 30 days of receipt by the Authority of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the Order Form.

5.4 A Supplier invoice is only valid if it:

(a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Authority as set out in Annex 3; and

(b) includes a detailed breakdown of Deliverables which have been delivered (if any).

Details of the Authority's requirements for a valid invoice at the Start Date are set out in Annex 3.

5.5 If there is a dispute between the Parties as to the amount invoiced, the Authority shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 35.

5.6 If any sum of money is recoverable from or payable by the Supplier under the Contract (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Contract), that sum may be deducted unilaterally by the Authority from any sum then due, or which may become due, to the Supplier under the Contract or under any other agreement or contract with the Authority. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Authority in order to justify withholding payment of any such amount in whole or in part.

5.7 The Supplier must ensure that its subcontractors and supply chain are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Authority can publish the details of the late payment or non-payment.

6. The Authority's obligations to the Supplier

6.1 If the Supplier fails to comply with the Contract as a result of an Authority Cause:

(a) the Authority cannot terminate the Contract under clause 11 on account of the failure to comply, provided this will not prejudice the Authority's right to terminate for another cause that may exist at the same time;

(b) the Supplier will be relieved from liability for the performance of its obligations under the Contract to the extent that it is prevented from performing them by the Authority Cause and will be entitled to such reasonable and proven additional expenses that arise as a direct result of the Authority Cause;

(c) the Supplier is entitled to any additional time needed to deliver the Deliverables as a direct result of the Authority's Cause;

(d) the Supplier cannot suspend the ongoing supply of Deliverables.

6.2 Clause 6.1 only applies if the Supplier:

(a) gives notice to the Authority within 10 Working Days of becoming aware of an Authority Cause, such notice setting out in detail with supporting evidence the known reasons for the Authority Cause;

(b) demonstrates that the failure only happened because of the Authority Cause;

(c) has used all reasonable endeavours to mitigate the impact of the Authority Cause.

7. Record keeping and reporting

7.1 The Supplier must ensure that suitably qualified (and authorised) representatives attend progress meetings with the Authority and provide progress reports when specified in Annex 2.

7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for seven years after the date of expiry or termination of the Contract.

7.3 The Supplier must allow any auditor appointed by the Authority access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the audit.

7.4 The Supplier must provide information to the auditor and reasonable co-operation at their request.

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

- (a) tell the Authority and give reasons;
- (b) propose corrective action;
- (c) agree a deadline with the Authority for completing the corrective action.

7.6 If the Authority, acting reasonably, is concerned either:

- (a) as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract; or
- (b) as to the sustainability or health and safety conduct of the Supplier, subcontractors and supply chain in the performance of the Contract;

then the Authority may:

(i) require that the Supplier provide to the Authority (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract (in the case of (a)) or improve its sustainability conduct or performance (in the case of (b)) and the Supplier will make changes to such plan as reasonably required by the Authority and once it is agreed then the Supplier shall act in accordance with such plan and report to the Authority on demand

(ii) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Authority or materially fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Authority notifies).

8. Supplier staff

8.1 The Supplier Staff involved in the performance of the Contract must:

- a) be appropriately trained and qualified;
- b) be vetted using Good Industry Practice and in accordance with the instructions issued by the Authority in the Order Form;
- c) comply with the Authority's conduct requirements when on the Authority's premises including, without limitation, those Sustainability Requirements relating to Equality, Diversity & Inclusion (EDI) contained in Annex 5; and
- d) be informed about those specific requirements referred to in Clause 13.2.

8.2 Where an Authority decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.

8.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 8.

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

8.5 The Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) arising from claims brought against it by any Supplier Staff caused by an act or omission of the Supplier or any other Supplier Staff.

8.6 The Supplier shall use those persons nominated in the Order Form (if any) to provide the Deliverables and shall not remove or replace any of them unless:

- (a) requested to do so by the Authority;
- (b) the person concerned resigns, retires or dies or is on maternity, adoption, shared parental leave or long-term sick leave; or
- (c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated.

9. Rights and protection

9.1 The Supplier warrants and represents that:

- (a) it has full capacity and authority to enter into and to perform the Contract;
- (b) the Contract is executed by its authorised representative;
- (c) it is a legally valid 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 the Contract;
- (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;
- (f) it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
- (g) it is not impacted by an Insolvency Event.

9.2 The warranties and representations in clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.

9.3 The Supplier indemnifies the Authority against each of the following:

- (a) wilful misconduct of the Supplier, any of its subcontractor and/or Supplier Staff that impacts the Contract;

(b) non-payment by the Supplier of any tax or National Insurance.

9.4 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Authority.

9.5 All third party warranties and indemnities covering the Deliverables must be assigned for the Authority's benefit by the Supplier.

10. Intellectual Property Rights (IPRs)

10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Authority a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it and its sub-licensees to both:

(a) receive and use the Deliverables;

(b) use the New IPR.

10.2 Any New IPR created under the Contract is owned by the Authority. The Authority gives the Supplier a licence to use any Existing IPRs for the purpose of fulfilling its obligations under the Contract and a perpetual, royalty-free, non-exclusive licence to use any New IPRs.

10.3 Where a Party acquires ownership of intellectual property rights 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.

10.4 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.

10.5 If any claim is made against the Authority for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.

10.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Authority's sole option, either:

(a) obtain for the Authority the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights;

(b) replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.

11. Ending the contract

11.1 The Contract takes effect on the date of or (if different) the date specified in the Order Form and ends on the earlier of the date of expiry or termination of the Contract or earlier if required by Law.

11.2 The Authority can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.

Ending the Contract without a reason

11.3 The Authority has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if the Contract is terminated, clause 11.5(b) to 11.5(g) applies.

When the Authority can end the Contract

11.4 (a) If any of the following events happen, the Authority has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:

(i) there is a Supplier Insolvency Event;

(ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify in the Authority's opinion that the Supplier's conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;

(iii) if the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied. Where a material breach is not capable of remedy, the Authority has the right to immediately terminate the Contract;

(iv) there is a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Authority in writing;

(v) if the Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;

(vi) the Supplier or its affiliates embarrass or bring the Authority into disrepute or diminish the public trust in them;

(vii) where a right to terminate described in clause 27 occurs;

(viii) the Supplier is in breach of any of its health, safety and well-being obligations under clause 28.1(a); and

(ix) where, in accordance with clause 33.3, there is or may be an actual or potential conflict of interest.

(b) If any of the events in 73(1) (a) to (c) of the Regulations (substantial modification, exclusion of the Supplier, procurement infringement) happen, the Authority has the right to immediately terminate the Contract and clause 11.5(a) to 11.5(g) applies.

11.5 What happens if the Contract ends

Where the Authority terminates the Contract under clause 11.4 all of the following apply:

(a) the Supplier is responsible for the Authority's reasonable costs of procuring replacement deliverables for the rest of the Term ;

(b) the Authority's payment obligations under the terminated Contract stop immediately;

(c) accumulated rights of the Parties are not affected;

(d) the Supplier must promptly delete or return the Authority Data except where required to retain copies by law;

(e) the Supplier must promptly return any of the Authority's property provided under the Contract;

(f) the Supplier must, at no cost to the Authority, give all reasonable assistance to the Authority and any incoming supplier and co-operate fully in the handover and re-procurement;

(g) the following clauses survive the termination of the Contract: 3.3, 7.2, 7.3, 7.4, 9, 10, 12, 13.3, 14, 15, 16, 17, 18, 19, 20, 32, 35, 36 and any clauses or provisions within the Order Form or the Annexes which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract

(a) The Supplier can issue a reminder notice if the Authority does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Authority fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value xxxxxx whichever is the lower, within 30 days of the date of the reminder notice.

(b) If a Supplier terminates the Contract under clause 11.6(a):

(i) the Authority must promptly pay all outstanding charges incurred to the Supplier;

(ii) the Authority must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and

costed schedule with satisfactory evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated;

(iii) clauses 11.5(d) to 11.5(g) apply.

11.7 Partially ending and suspending the Contract

(a) Where the Authority has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Authority suspends the Contract it can provide the Deliverables itself or buy them from a third party.

(b) The Authority can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.

(c) The Parties must agree (in accordance with clause 25) any necessary variation required by clause 11.7, but the Supplier may neither:

(i) reject the variation; nor

(ii) increase the Charges, except where the right to partial termination is under clause 11.3.

(d) The Authority can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

12. How much you can be held responsible for

12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than the value of the Charges or **xxxxxx** whichever is higher unless specified in the Order Form.

12.2 No Party is liable to the other for:

(a) any indirect losses;

(b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:

(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.

12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 4.2(j), 4.2(m), 8.5, 9.3, 10.5, 13.3, 15.28(e) or 31.2(b).

12.5 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including where the loss or damage is covered by any indemnity.

12.6 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

13. Obeying the law

13.1 The Supplier must, in connection with provision of the Deliverables:

- (a) comply with all applicable Law;
- (b) comply with the Sustainability Requirements
- (c) use reasonable endeavours to comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf

13.2 The Sustainability Requirements and the requirements set out in Clause 27, 28 and 30 must be explained to the Supplier's Staff, subcontractors and suppliers who are involved in the performance of the Supplier's obligations under the Contract and where it is relevant to their role and equivalent obligations must be included in any contract with any suppliers or subcontractor that is connected to the Contract.

13.3 The Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) resulting from any default by the Supplier relating to any applicable Law to do with the Contract.

13.4 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with the Law and its obligations under the Contract.

13.5 "Compliance Officer" the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal and other obligations under the Contract.

13.6 The Supplier will provide such evidence of compliance with its obligations under this Clause 13 as the Authority reasonably requests.

14. Insurance

14.1 The Supplier must, at its own cost, obtain and maintain the required insurances as set out in the Order Form.

14.2 The Supplier will provide evidence of the required insurances on request from the Authority.

15. Data protection

15.1 The Authority is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation.

15.2 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with this Contract.

15.3 The Supplier shall take all reasonable measures relating to the security of processing which are required pursuant to Article 32 of the UK GDPR including, without limitation, those security measures specified in this clause 15.

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

15.5 The Supplier must make accessible back-ups of all Authority Data, stored in an agreed off-site location and send the Authority copies every six Months.

15.6 The Supplier must ensure that any Supplier system holding any Authority Data, including back-up data, is a secure system that complies with the security requirements specified in writing by the Authority.

15.7 If at any time the Supplier suspects or has reason to believe that the Authority Data provided under the Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Authority and immediately suggest remedial action.

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

- (a) tell the Supplier to restore or get restored Authority Data as soon as practical but no later than five Working Days from the date that the Authority receives notice, or the Supplier finds out about the issue, whichever is earlier;

- (b) restore the Authority Data itself or using a third party.

15.9 The Supplier must pay each Party's reasonable costs of complying with clause 15.8 unless the Authority is at fault.

15.10 Only the Authority can decide what processing of Personal Data a Supplier can do under the Contract and must specify it for the Contract using the template in Annex 1 of the Order Form (*Authorised Processing*).

15.11 The Supplier must only process Personal Data if authorised to do so in the Annex to the Order Form (*Authorised Processing*) by the Authority. Any further written instructions relating to the processing of Personal Data are incorporated into Annex 1 of the Order Form.

15.12 The Supplier must give all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment before starting any processing, including:

- (a) a systematic description of the expected processing and its purpose;
- (b) the necessity and proportionality of the processing operations;
- (c) the risks to the rights and freedoms of Data Subjects;
- (d) the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.

15.13 The Supplier must notify the Authority immediately if it thinks the Authority's instructions breach the Data Protection Legislation.

15.14 The Supplier must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Authority.

15.15 If lawful to notify the Authority, the Supplier must notify it if the Supplier is required to process Personal Data by Law promptly and before processing it.

15.16 The Supplier must take all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:

- (a) are aware of and comply with the Supplier's duties under this clause 15;
- (b) are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;
- (c) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise allowed by the Contract;
- (d) have undergone adequate training in the use, care, protection and handling of Personal Data.

15.17 The Supplier must not transfer Personal Data outside of the EU unless all of the following are true:

- (a) it has obtained prior written consent of the Authority;
- (b) the Authority has decided that there are appropriate safeguards (in accordance with Article 46 of the UK GDPR);
- (c) the Data Subject has enforceable rights and effective legal remedies when transferred;
- (d) the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;

(e) where the Supplier is not bound by Data Protection Legislation it must use its best endeavours to help the Authority meet its own obligations under Data Protection Legislation; and

(f) the Supplier complies with the Authority's reasonable prior instructions about the processing of the Personal Data.

15.18 The Supplier must notify the Authority immediately if it:

(a) receives a Data Subject Access Request (or purported Data Subject Access Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;

(e) receives a request from any third party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law;

(f) becomes aware of a Data Loss Event.

15.19 Any requirement to notify under clause 15.17 includes the provision of further information to the Authority in stages as details become available.

15.20 The Supplier must promptly provide the Authority with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 15.17. This includes giving the Authority:

(a) full details and copies of the complaint, communication or request;

(b) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;

(c) any Personal Data it holds in relation to a Data Subject on request;

(d) assistance that it requests following any Data Loss Event;

(e) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.

15.21 The Supplier must maintain full, accurate records and information to show it complies with this clause 15. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either the Authority determines that the processing:

(a) is not occasional;

(b) 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;

(c) is likely to result in a risk to the rights and freedoms of Data Subjects.

15.22 The Supplier will make available to the Authority all information necessary to demonstrate compliance with clause 15 and allow for and contribute to audits, including inspections, conducted by the Authority or another auditor appointed by the Authority.

15.23 The Supplier must appoint a Data Protection Officer responsible for observing its obligations in this Contract and give the Authority their contact details.

15.24 Before allowing any Subprocessor to process any Personal Data, the Supplier must:

(a) notify the Authority in writing of the intended Subprocessor and processing;

(b) obtain the written consent of the Authority;

(c) enter into a written contract with the Subprocessor so that this clause 15 applies to the Subprocessor;

(d) provide the Authority with any information about the Subprocessor that the Authority reasonably requires.

15.25 The Supplier remains fully liable for all acts or omissions of any Subprocessor.

15.26 At any time the Authority can, with 30 Working Days' notice to the Supplier, change this clause 15 to:

(a) replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme under UK GDPR Article 42;

(b) ensure it complies with guidance issued by the Information Commissioner's Office.

15.27 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office.

15.28 The Supplier:

(a) must provide the Authority with all Authority Data in an agreed open format within 10 Working Days of a written request;

(b) must have documented processes to guarantee prompt availability of Authority Data if the Supplier stops trading;

(c) must securely destroy all storage media that has held Authority Data at the end of life of that media using Good Industry Practice;

(d) must securely erase or return all Authority Data and any copies it holds when asked to do so by the Authority unless required by Law to retain it;

(e) indemnifies the Authority against any and all losses, damages, costs or expenses (including professional fees and fines) incurred if the Supplier breaches clause 15 and any Data Protection Legislation.

16. What you must keep confidential

16.1 Each Party must:

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

(b) not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract;

(c) immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

16.2 In spite of clause 16.1, 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 applicable law, permitted in respect of an audit pursuant to clause 7.3, or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;

(b) if the recipient 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) to its auditors or for the purposes of regulatory requirements;

(g) on a confidential basis, to its professional advisers on a need-to-know basis;

(h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

16.3 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 Authority at its request.

16.4 The Authority may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Authority;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any organisation that the Authority transfers or proposes to transfer all or any part of its business to;
- (c) if the Authority (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament; and/or
- (e) under clauses 5.7 and 17.

16.5 For the purposes of clauses 16.2 to 16.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 16.

16.6 Information which is exempt from disclosure by clause 17 is not Confidential Information.

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

16.8 Where essential to comply with or carry out their statutory functions the Authority may disclose Confidential Information.

17. When you can share information

17.1 The Supplier must tell the Authority within 48 hours if it receives a Request For Information.

17.2 Within the required timescales the Supplier must give the Authority full co-operation and information needed so the Authority can:

- (a) comply with any Freedom of Information Act (FOIA) request;
- (b) comply with any Environmental Information Regulations (EIR) request.

17.3 The Authority may talk to the Supplier to help it decide whether to publish information under clause 17. However, the extent, content and format of the disclosure is the Authority's decision, which does not need to be reasonable.

18. Invalid parts of the contract

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

19. No other terms apply

The provisions expressly incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

20. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

21. Circumstances beyond your control

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

- (a) provides written notice to the other Party;
- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

21.2 Either party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event and the impact of such event lasts for 90 days continuously.

21.3 Where a Party terminates under clause 21.2:

- (a) each party must cover its own losses;
- (b) clause 11.5(b) to 11.5(g) applies.

22. Relationships created by the contract

The Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

23. Giving up contract rights

A partial or full waiver or relaxation of the terms of the Contract is only valid if it is stated to be a waiver in writing to the other Party.

24. Transferring responsibilities

24.1 The Supplier cannot assign the Contract, or any rights under it, without the Authority's written consent.

24.2 The Authority can assign, novate or transfer its Contract or any part of it to any Crown Body, any contracting authority within the meaning of the Regulations or any private sector body which performs the functions of the Authority.

24.3 When the Authority uses its rights under clause 24.2 the Supplier must enter into a novation agreement in the form that the Authority specifies.

24.4 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

24.5 If the Authority asks the Supplier for details about its subcontractors and/or supply chain, the Supplier must provide such details as the Authority reasonably requests including, without limitation:

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

25. Changing the contract

25.1 Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. No oral modifications to the Contract shall be effective. The Authority is not required to accept a variation request made by the Supplier.

26. How to communicate about the contract

26.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.

26.2 Notices to the Authority or Supplier must be sent to their address in the Order Form.

26.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

27. Preventing fraud, bribery and corruption

27.1 The Supplier shall not:

- (a) commit any criminal offence referred to in the Regulations 57(1) and 57(2);

(b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Authority or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.

27.2 The Supplier shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with good industry practice, to prevent any matters referred to in clause 27.1 and any fraud by the Supplier, Supplier Staff (including its shareholders, members and directors), any subcontractor and the Supplier's supply chain in connection with the Contract. The Supplier shall notify the Authority immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.

27.3 If the Supplier or the Supplier Staff engages in conduct prohibited by clause 27.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Authority) the Authority may:

(a) terminate the Contract and recover from the Supplier the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Deliverables and any additional expenditure incurred by the Authority throughout the remainder of the Contract; or

(b) recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of this clause.

28. Health, safety and wellbeing

28.1 The Supplier must perform its obligations meeting the requirements of:

- (a) all applicable Law regarding health and safety;
- (b) the Authority's current health and safety policy and procedures while at the Authority's premises, as provided to the Supplier.
- (c) the Authority's current wellbeing policy or requirements while at the Authority's premises as provided to the Supplier.

28.2 The Supplier and the Authority must as soon as possible notify the other of any health and safety incidents, near misses or material hazards they're aware of at the Authority premises that relate to the performance of the Contract.

28.3 Where the Services are to be performed on the Authority's premises, the Authority and Supplier will undertake a joint risk assessment with any actions being appropriate, recorded and monitored.

28.4 The Supplier must ensure their health and safety policy statement and management arrangements are kept up to date and made available to the Authority on request.

28.5 The Supplier shall not assign any role to the Authority under the Construction (Design and Management) Regulations 2015 (as amended) (the 'CDM Regulations') without the Authority's prior express written consent (which may be granted or withheld at the Authority's absolute discretion). For the avoidance of doubt so far as the Authority may fall within the role of client as defined by the CDM Regulations in accordance with CDM Regulation 4(8) the parties agree that the Supplier will be the client.

29. Business Continuity

29.1 The Supplier will have a current business continuity plan, which has assessed the risks to its business site/s and activities both directly and with regards to reliance on the supply chain and will set out the contingency measures in place to mitigate them and adapt. As part of this assessment, the Supplier will take into account the business continuity plans of the supply chain. The Supplier's business continuity plan must include (where relevant), an assessment of impacts relating to extreme weather, a changing average climate and/or resource scarcity.

29.2 The Supplier's business continuity plan will be reviewed by the Supplier at regular intervals and after any disruption. The Supplier will make the plan available to the Authority on request and comply with reasonable requests by the Authority for information.

30. Whistleblowing

30.1 The Authority's whistleblowing helpline must be made available to the Supplier and Supplier Staff, subcontractors and key suppliers in the supply chain in order to report any concerns.

30.2 The Supplier agrees:

(a) to insert the following wording into their whistleblowing policy and communicate to all staff:

"If you feel unable to raise your concern internally and it relates to work being carried out for which the ultimate beneficiary (through a contractual chain or otherwise) is the Environment Agency, please contact **xxx**

(b) to ensure that their Sub-contractors have free access to the Authority's whistleblowing policy".

31. Tax

31.1 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. The Authority cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.

31.2 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 this Contract, the Supplier must both:

- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions;
- (b) indemnify the Authority 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 Term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

31.3 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

- (a) the Authority may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 31.2, or why those requirements do not apply, the Authority can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Authority's request if the Worker fails to provide the information requested by the Authority within the time specified by the Authority;
- (c) the Worker's contract may be terminated at the Authority's request if the Worker provides information which the Authority considers isn't good enough to demonstrate how it complies with clause 31.2 or confirms that the Worker is not complying with those requirements;
- (d) the Authority may supply any information they receive from the Worker to HMRC for revenue collection and management.

32. Publicity

32.1 The Supplier and any subcontractor shall not make any press announcements or publicise this Contract or its contents in any way; without the prior written consent of the Authority.

32.2 Each Party acknowledges to the other that nothing in this Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

33. Conflict of interest

33.1 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 between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Authority under the Contract, in the reasonable opinion of the Authority.

33.2 The Supplier must promptly notify and provide details to the Authority if a conflict of interest happens or is expected to happen.

33.3 The Authority 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.

34. Reporting a breach of the contract

34.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Authority any actual or suspected breach of Law or breach of its obligations under the Contract.

34.2 Where an actual or suspected breach is notified to the Authority under clause 34.1, the Supplier will take such action to remedy any breach as the Authority may reasonably require. Where the breach is material, the Authority has the right to terminate under clause 11.4.

34.3 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 34.1.

35. Resolving disputes

35.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute.

35.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will 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 35.3 to 35.5.

35.3 Unless the Authority refers the dispute to arbitration using clause 35.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- (a) determine the dispute;
- (b) grant interim remedies;
- (c) grant any other provisional or protective relief.

35.4 The Supplier agrees that the 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 will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

35.5 The 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 35.3, unless the 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 35.4.

35.6 The Supplier cannot suspend the performance of the Contract during any dispute.

35.7 The provisions of this clause 35 are without prejudice to the Authority's right to terminate or suspend the Contract under clause 11.

36. Which law applies

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

36.2 The courts of England and Wales shall have jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with the Contract or its subject matter or formation.