

I. Order Form



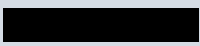
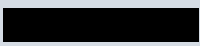


1. Contract Reference	CON_25410	
2. Buyer	Department for Education Sanctuary Buildings Great Smith Street London SW1P 3BT	
3. Supplier	Cognition Education UK Ltd (Trading as Begin Bright) The St Botolph Building, 138 Houndsditch, London EC3A 7AR. Company Registration Number: 09209758	
4. The Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables. The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions (" Conditions ") and Annexes. Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in the Conditions.	
5. Deliverables	Services	<p>The Deliverables must be delivered as set out in Annex 2 – Specification.</p> <p>Brief Summary of Deliverables:</p> <ul style="list-style-type: none">a) A Host and develop the Foundation Years service (including the website - foundationyears.org.uk and related social media platforms, including creating and uploading the latest vodcasts and blogs to provide relevant information and support to the early years sector)b) B Focus on creating evidence-informed and effective practice content by working with the Department, subject matter experts, and independently, to create content to provide curriculum and practice support.c) C Creating strong networks by reaching out to the sector in a variety of innovative ways, with the aim of growing the platform's user base.

		<p>The Services are:</p> <p>To be performed at the location and as per the dates contained in Annex 2 – Specification.</p>
6. Specification	<p>The specification of the Deliverables is as set out in:</p> <p>Annex 2 – Specification.</p>	
7. Start Date	01/06/2024	
8. Expiry Date	31/05/2025	
9. Extension Period	<p>The Buyer may extend the Contract for a period of up to 6 Months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The Conditions of the Contract shall apply throughout any such extended period.</p>	
10. Buyer Cause	<p>Any Material Breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier.</p>	
11. Optional Intellectual Property Rights ("IPR") Clauses	NOT APPLICABLE	
12. Charges	<p>The Charges for the Deliverables shall be as set out in:</p> <p>Annex 3 - Charges</p>	
13. Payment	<p>Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier.</p> <p>All invoices must be sent, quoting a valid Purchase Order Number (PO Number) and any other relevant details, to: AccountsPayable.OCR@education.gov.uk</p> <p>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.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name, email, and telephone number) of your Buyer contact (i.e. Buyer Authorised</p>	

	<p>Representative). Non-compliant invoices may be sent back to you, which may lead to a delay in payment.</p> <p>Payments will be made by Department for Education.</p> <p>If you have a query regarding an outstanding payment please contact our Accounts Payable team by email to: AccountsPayable.OCR@education.gov.uk</p>		
14. Data Protection Liability Cap	<p>In accordance with clause 12.6 of the Conditions, the Supplier's total aggregate liability under clause 14.7.5 of the Conditions is no more than the Data Protection Liability Cap, being £1 million.</p>		
15. Progress Meetings and Progress Reports	<p>The Supplier shall attend progress meetings with the Buyer quarterly,</p> <p>Written progress reports should be provided against the KPIs 5 workings days prior to the quarterly progress meetings.</p> <p>The Supplier shall provide the Buyer with written progress reports via fortnightly keep in touch meetings</p>		
16. Buyer Authorised Representative(s)	<p>For general liaison your contact will continue to be</p> <p>Colette Summerson</p> <p>██████████</p> <p>or, in their absence,</p> <p>Charlotte Stockton</p> <p>██████████</p>		
17. Supplier Authorised Representative(s)	<p>For general liaison your contact will continue to be</p> <p>Contract Manager name : ██████████</p> <p>Email Address: ██████████</p> <p>or, in their absence,</p> <p>Secondary name: ██████████</p> <p>Email Address: ██████████</p>		
18. Address for notices	<table border="0"> <tr> <td> <p>Department for Education</p> <p>Sanctuary Buildings</p> <p>Great Smith Street</p> <p>London</p> <p>SW1P 3BT</p> <p>Attention: Colette Summerson</p> </td> <td> <p>Cognition Education UK Ltd (Trading as Begin Bright)</p> <p>The St Botolph Building, 138</p> <p>Houndsditch, London EC3A 7AR.</p> <p>██████████</p> </td> </tr> </table>	<p>Department for Education</p> <p>Sanctuary Buildings</p> <p>Great Smith Street</p> <p>London</p> <p>SW1P 3BT</p> <p>Attention: Colette Summerson</p>	<p>Cognition Education UK Ltd (Trading as Begin Bright)</p> <p>The St Botolph Building, 138</p> <p>Houndsditch, London EC3A 7AR.</p> <p>██████████</p>
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	Email: [REDACTED]																																	
19. Key Staff	<table><tr><td>Key Staff Role:</td><td>Key Staff Name</td><td>Contact Details:</td></tr><tr><td colspan="3">Buyer:</td></tr><tr><td colspan="3">Department for Education Sanctuary Buildings Great Smith Street London SW1P 3BT</td></tr><tr><td colspan="3">Attention: Colette Summerson</td></tr><tr><td colspan="3">Email: [REDACTED]</td></tr><tr><td colspan="3">Supplier:</td></tr><tr><td colspan="3">.....</td></tr><tr><td colspan="3">Cognition Education UK Ltd (Trading as Begin Bright)</td></tr><tr><td colspan="3">The St Botolph Building, 138 Houndsditch, London EC3A 7AR.</td></tr><tr><td colspan="3">Attention: [REDACTED]</td></tr><tr><td colspan="3">Email: [REDACTED]</td></tr></table>	Key Staff Role:	Key Staff Name	Contact Details:	Buyer:			Department for Education Sanctuary Buildings Great Smith Street London SW1P 3BT			Attention: Colette Summerson			Email: [REDACTED]			Supplier:					Cognition Education UK Ltd (Trading as Begin Bright)			The St Botolph Building, 138 Houndsditch, London EC3A 7AR.			Attention: [REDACTED]			Email: [REDACTED]		
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20. Procedures and Policies	<p>For the purposes of the Contract the:</p> <p>The Buyer's Staff Vetting Procedures are:</p> <p>The Buyer may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check.</p> <p>The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (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.</p> <p>The Supplier will need to comply fully with the Buyers Data Security Standards and the governments Cyber Essentials Plus Scheme, and as detailed in Annex 5 - DfE Effective Practice Support to the EY Sector – Departmental Security Requirements</p>																																	

	The Supplier will need to comply fully with the Buyers Departmental Standard Requirements as detailed in Annex 5 - DfE Effective Practice Support to the EY Sector – Departmental Standard Requirements
21. Special Terms	NOT APPLICABLE
22. Incorporated Terms	<p>The following documents are incorporated into the Contract. If there is any conflict, the following order of precedence applies:</p> <p>(a) This Order Form</p> <p>(b) Any Special Terms (see row 21 (Special Terms) in this Order Form)</p> <p>(c) Conditions (as they may be amended by</p> <p>(d) The following Annexes in equal order of precedence:</p> <ul style="list-style-type: none"> i. Annex 1 – Processing Personal Data ii. Annex 2 – Specification iii. Annex 3 – Charges iv. Annex 4 – Supplier Tender, unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Tender will take precedence over the documents above. v. Annex 5 – Departmental Security Standards vi. Annex 6 - Departmental Standard Requirements

Signed for and on behalf of the Supplier	Signed for and on behalf of the Buyer acting on behalf of the Crown
	
	
	

II. Short form Terms (“Conditions”)

1 DEFINITIONS USED IN THE CONTRACT

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

“Affiliates”	in relation to a body corporate, any other entity which directly or indirectly Controls (in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and “Controlled” shall be construed accordingly), is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
“Audit”	<p>the Buyer’s right to:</p> <ul style="list-style-type: none">(a) verify the accuracy of the Charges and any other amounts payable by the Buyer under the Contract (including proposed or actual variations to them in accordance with the Contract);(b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Deliverables;(c) verify the Supplier’s and each Subcontractor’s compliance with the applicable Law;(d) identify or investigate actual or suspected breach of clauses 4 to 34 (inclusive), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;(e) identify or investigate any circumstances which may impact upon the financial stability of the Supplier and/or any Subcontractors or their ability to provide the Deliverables;(f) obtain such information as is necessary to fulfil the Buyer’s obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;(g) review any books of account and the internal contract management accounts kept by the Supplier in connection with the Contract;(h) carry out the Buyer’s internal and statutory audits and to prepare, examine and/or certify the Buyer’s annual and interim reports and accounts;

	(i) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources;
“Beneficiary”	A Party having (or claiming to have) the benefit of an indemnity under this Contract;
“Buyer Cause”	has the meaning given to it in the Order Form;
“Buyer”	the person named as Buyer in the Order Form. Where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole;
“Charges”	the charges for the Deliverables as specified in the Order Form;
“Claim”	any claim which it appears that the Buyer is, or may become, entitled to indemnification under this Contract;
“Conditions”	means these short form terms and conditions of contract;
“Confidential Information”	all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which <ul style="list-style-type: none"> (a) is known by the receiving Party to be confidential; (b) is marked as or stated to be confidential; or (c) ought reasonably to be considered by the receiving Party to be confidential;
“Conflict of Interest”	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer;
“Contract”	the contract between the Buyer and the Supplier which is created by the Supplier’s counter signing the Order Form and includes the cover letter (if used), Order Form, these Conditions and the Annexes;
“Controller”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Crown Body”	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
“Data Loss Event”	any event that results, or may result, in unauthorised access to Personal Data held by the Processor 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”	<ul style="list-style-type: none"> (a) the UK GDPR, (b) the DPA 2018; (c) all applicable Law about the processing of personal data and privacy and guidance issued by the Information Commissioner and other regulatory authority; and (d) (to the extent that it applies) the EU GDPR (and in the event of conflict, the UK GDPR shall apply);
“Data Protection Liability Cap”	has the meaning given to it in row 14 of the Order Form;
“Data Protection Officer”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“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;
“Data Subject”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Deliver”	hand over of the Deliverables to the Buyer at the address and on the date specified in the Order Form, which shall include unloading and stacking and any other specific arrangements agreed in accordance with clause 4.2. “Delivered” and “Delivery” shall be construed accordingly;
“Deliverables”	means the Goods, Services, and/or software to be supplied under the Contract as set out in the Order Form;
“DPA 2018”	the Data Protection Act 2018;
“EU GDPR”	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) as it has effect in EU law;

“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”	the date for expiry of the Contract as set out in the Order Form;
“FOIA”	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”	<p>any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none"> (a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Party seeking to claim relief in respect of a Force Majeure Event (the “Affected Party”) which prevent or materially delay the Affected Party from performing its obligations under the Contract; (b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; (c) acts of a Crown Body, local government or regulatory bodies; (d) fire, flood or any disaster; or (e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available <p>but excluding:</p> <ul style="list-style-type: none"> (a) 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; (b) 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 (c) any failure of delay caused by a lack of funds, <p>and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;</p>
“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;
“Goods”	the goods to be supplied by the Supplier to the Buyer under the Contract;

“Government Data”	<p>(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 Buyer's confidential information, and which:</p> <p>(i) are supplied to the Supplier by or on behalf of the Buyer; or</p> <p>(ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or</p> <p>(b) any Personal Data for which the Buyer is the Controller;</p>
“Indemnifier”	a Party from whom an indemnity is sought under this Contract;
“Independent Controller”	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
“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”	<p>in respect of a person:</p> <p>(a) if that person is insolvent;</p> <p>(b) where that person is a company, LLP or a partnership, 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);</p> <p>(c) if an administrator or administrative receiver is appointed in respect of the whole or any part of the person's assets or business;</p> <p>(d) if the person makes any composition with its creditors; or</p> <p>(e) 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;</p>
“IP Completion Day”	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;
“Joint Controller Agreement”	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Part B Joint Controller Agreement (<i>Optional</i>) of Annex 1 – Processing Personal Data;
“Joint Controllers”	Where two or more Controllers jointly determine the purposes and means of processing;

“Key Staff”	any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier;
“Law”	any law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (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 Supplier is bound to comply;
“Material Breach”	a single serious breach or a number of breaches or repeated breaches (whether of the same or different obligations and regardless of whether such breaches are remedied)
“National Insurance”	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
“New IPR Items”	means a deliverable, document, product or other item within which New IPR subsists;
“New IPR”	all and 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;
“Open Licence”	means any material that is published for use, with rights to access and modify, by any person for free, under a generally recognised open licence including Open Government Licence as set out at http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/ as updated from time to time and the Open Standards Principles documented at https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles as updated from time to time;
“Order Form”	the order form signed by the Buyer and the Supplier printed above these Conditions;
“Party”	the Supplier or the Buyer (as appropriate) and “Parties” shall mean both of them;
“Personal Data Breach”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires and includes any breach of Data Protection Legislation relevant to Personal Data processed pursuant to the Contract;
“Personal Data”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;

“Prescribed Person”	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in ‘Whistleblowing: list of prescribed people and bodies’, 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies as updated from time to time;
“Processor Personnel”	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under the Contract;
“Processor”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Protective Measures”	technical and organisational measures which must take account of: <ul style="list-style-type: none"> (a) the nature of the data to be protected; (b) harm that might result from Data Loss Event; (c) state of technological development; (d) the cost of implementing any measures; including pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
“Purchase Order Number” or “PO Number”	the Buyer’s unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the Contract;
“Rectification Plan”	the Supplier’s plan (or revised plan) to rectify its Material Breach which shall include: <ul style="list-style-type: none"> (a) full details of the Material Breach that has occurred, including a root cause analysis; (b) the actual or anticipated effect of the Material Breach; and (c) the steps which the Supplier proposes to take to rectify the Material Breach (if applicable) and to prevent such Material Breach from recurring, including timescales for such steps and for the rectification of the Material Breach (where applicable);
“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”	the services to be supplied by the Supplier to the Buyer under the Contract;
“Specification”	the specification for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the Order Form;
“Staff Vetting Procedures”	vetting procedures that accord with Good Industry Practice or, where applicable, the Buyer’s procedures or policies for the vetting of personnel as specified in the Order Form or provided to the Supplier in writing following agreement to the same by the Supplier from time to time;
“Start Date”	the start date of the Contract set out in the Order Form;
“Sub-Contract”	any contract or agreement (or proposed contract or agreement), other than the Contract, pursuant to which a third party: <ul style="list-style-type: none"> (a) provides the Deliverables (or any part of them); (b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or (c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
“Subcontractor”	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
“Subprocessor”	any third party appointed to process Personal Data on behalf of the Processor related to the Contract;
“Supplier Staff”	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor of the Supplier engaged in the performance of the Supplier’s obligations under the Contract;
“Supplier”	the person named as Supplier in the Order Form;
“Term”	the period from the Start Date to the Expiry Date as such period may be extended in accordance with clause 11.2 or terminated in accordance with the Contract;
“Third Party IPR”	intellectual property rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
“Transparency Information”	In relation to Contracts with a value above the relevant threshold set out in Part 2 of the Regulations only, the content of the Contract, including any changes to this Contract agreed from time to time, as well as any information relating to the

	<p>Deliverables and performance pursuant to the Contract required to be published by the Buyer to comply with its transparency obligations, including those set out in Public Procurement Policy Note 09/21 (update to legal and policy requirements to publish procurement information on Contracts Finder) (https://www.gov.uk/government/publications/ppn-0921-requirements-to-publish-on-contracts-finder) as updated from time to time and Public Procurement Policy Note 01/17 (update to transparency principles) where applicable (https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles) as updated from time to time except for:</p> <p>(a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and</p> <p>(b) Confidential Information;</p>
“UK GDPR”	has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4);
“VAT”	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
“Worker”	any one of the Supplier Staff which the Buyer, 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) as updated from time to time applies in respect of the Deliverables; and
“Working Day”	a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2 UNDERSTANDING THE CONTRACT

2.1 In the Contract, unless the context otherwise requires:

- 2.1.1 references to numbered clauses are references to the relevant clause in these Conditions;
- 2.1.2 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;
- 2.1.3 references to “writing” include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;

- 2.1.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated, replaced or re-enacted from time to time (including as a consequence of the Retained EU Law (Revocation and Reform) Act) and to any legislation or byelaw made under that Law;
- 2.1.5 the word “including”, “for example” and similar words shall be understood as if they were immediately followed by the words “without limitation”;
- 2.1.6 any reference which, immediately before 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) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement (“**EU References**”) which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 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.

3 HOW THE CONTRACT WORKS

- 3.1 The Order Form is an offer by the Buyer 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 Buyer receives a copy of the Order Form signed by the Supplier.
- 3.3 The Supplier warrants and represents that its tender (if any) 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

- 4.1.1 The Supplier must provide Deliverables:
 - 4.1.1.1 in accordance with the Specification, the tender in Annex 4 – Supplier Tender (where applicable) and the Contract;
 - 4.1.1.2 using reasonable skill and care;
 - 4.1.1.3 using Good Industry Practice;
 - 4.1.1.4 using its own policies, processes and internal quality control measures as long as they don’t conflict with the Contract;
 - 4.1.1.5 on the dates agreed; and
 - 4.1.1.6 that comply with all Law.

- 4.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to its Buyers) from Delivery against all obvious defects.

4.2 Goods clauses

- 4.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- 4.2.2 The Supplier transfers ownership of the Goods on completion of Delivery or payment for those Goods, whichever is earlier.
- 4.2.3 Risk in the Goods transfers to the Buyer on Delivery, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
- 4.2.4 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 4.2.5 The Supplier must Deliver the Goods on the date and to the location specified in the Order Form, during the Buyer's working hours (unless otherwise specified in the Order Form).
- 4.2.6 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 4.2.7 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 4.2.8 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 4.2.9 The Supplier will notify the Buyer 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 Buyer against the costs arising as a result of any such request.
- 4.2.10 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 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 endeavours to minimise these costs.
- 4.2.11 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.

- 4.2.12 The Buyer 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 Buyer or its servant or agent. If the Buyer suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify the Buyer from any losses, charges, costs or expenses 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 any of its Subcontractors or Supplier Staff.

4.3 Services clauses

- 4.3.1 Late Delivery of the Services will be a default of the Contract.
- 4.3.2 The Supplier must co-operate with the Buyer 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 the security requirements (where any such requirements have been provided).
- 4.3.3 The Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services
- 4.3.4 The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of the Contract.
- 4.3.5 The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
- 4.3.6 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 4.3.7 On completion of the Services, the Supplier is responsible for leaving the Buyer's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer's premises or property, other than fair wear and tear.
- 4.3.8 The Supplier must ensure all Services, and anything used to deliver the Services, are of good quality and free from defects.
- 4.3.9 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

5 PRICING AND PAYMENTS

- 5.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the charges in the Order Form.
- 5.2 All Charges:
- 5.2.1 exclude VAT, which is payable on provision of a valid VAT invoice; and

5.2.2 include all costs and expenses connected with the supply of Deliverables.

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

5.4 A Supplier invoice is only valid if it:

5.4.1 includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer; and

5.4.2 includes a detailed breakdown of Deliverables which have been delivered.

5.5 If there is a dispute between the Parties as to the amount invoiced, the Buyer 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 36.

5.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer if notice and reasons are provided.

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

6 THE BUYER'S OBLIGATIONS TO THE SUPPLIER

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

6.1.1 the Buyer cannot terminate the Contract under clause 11;

6.1.2 the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;

6.1.3 the Supplier is entitled to additional time needed to deliver the Deliverables; and

6.1.4 the Supplier cannot suspend the ongoing supply of Deliverables.

6.2 Clause 6.1 only applies if the Supplier:

6.2.1 gives notice to the Buyer within 10 Working Days of becoming aware;

6.2.2 demonstrates that the failure only happened because of the Buyer Cause; and

6.2.3 mitigated the impact of the Buyer Cause.

7 RECORD KEEPING AND REPORTING

7.1 The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form.

- 7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for 7 years after the date of expiry or termination of the Contract and in accordance with the UK GDPR or the EU GDPR as the context requires.
- 7.3 The Supplier must allow any auditor appointed by the Buyer access to its premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the Audit.
- 7.4 The Buyer or an auditor can Audit the Supplier.
- 7.5 During an Audit, the Supplier must provide information to the auditor and reasonable co-operation at their request.
- 7.6 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a Material Breach by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.
- 7.7 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
- 7.7.1 tell the Buyer and give reasons;
 - 7.7.2 propose corrective action; and
 - 7.7.3 provide a deadline for completing the corrective action.
- 7.8 If the Buyer, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract then the Buyer may:
- 7.8.1 require that the Supplier provide to the Buyer (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract and the Supplier will make changes to such plan as reasonably required by the Buyer and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer on demand; and
 - 7.8.2 if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for Material Breach (or on such date as the Buyer notifies) and the consequences of termination in Clause 11.5.1 shall apply.
- 7.9 If there is a Material Breach, the Supplier must notify the Buyer within 3 Working Days of the Supplier becoming aware of the Material Breach. The Buyer may request that the Supplier provide a Rectification Plan within 10 Working Days of the Buyer's request alongside any additional documentation that the Buyer requires. Once such Rectification Plan is agreed between the Parties (without the Buyer limiting its rights) the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.

8 SUPPLIER STAFF

- 8.1 The Supplier Staff involved in the performance of the Contract must:
- 8.1.1 be appropriately trained and qualified;

- 8.1.2 be vetted in accordance with the Staff Vetting Procedures; and
 - 8.1.3 comply with all conduct requirements when on the Buyer's premises.
- 8.2 Where the Buyer 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 The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.
- 8.4 The Supplier indemnifies the Buyer against all claims brought by any person employed or engaged by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.
- 8.5 The Buyer indemnifies the Supplier against all claims brought by any person employed or engaged by the Buyer caused by an act or omission of the Buyer or any of the Buyer's employees, agents, consultants and contractors.
- 8.6 The Supplier shall use those persons nominated (if any) as Key Staff in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier to provide the Deliverables and shall not remove or replace any of them unless:
 - 8.6.1 requested to do so by the Buyer or the Buyer approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 8.6.2 the person concerned resigns, retires or dies or is on parental or long-term sick leave; or
 - 8.6.3 the person's employment or contractual arrangement with the Supplier or any Subcontractor is terminated for material breach of contract by the employee.
- 8.7 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 Buyer, or is of a type otherwise advised by the Buyer (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.

9 RIGHTS AND PROTECTION

- 9.1 The Supplier warrants and represents that:
 - 9.1.1 it has full capacity and authority to enter into and to perform the Contract;
 - 9.1.2 the Contract is entered into by its authorised representative;
 - 9.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;
 - 9.1.4 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;

- 9.1.5 all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under the Contract and the Buyer to receive the Deliverables;
 - 9.1.6 it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
 - 9.1.7 it is not impacted by an Insolvency Event.
- 9.2 The warranties and representations in clause 3.3 and clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 9.3 The Supplier indemnifies the Buyer against each of the following:
 - 9.3.1 wilful misconduct of the Supplier, any of its Subcontractor and/or Supplier Staff that impacts the Contract; and
 - 9.3.2 non-payment by the Supplier of any tax or National Insurance.
- 9.4 If the Supplier becomes aware of a representation or warranty made in relation to the Contract that becomes untrue or misleading, it must immediately notify the Buyer.
- 9.5 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier for free.

10 INTELLECTUAL PROPERTY RIGHTS ("IPRS")

- 10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable, sub-licensable worldwide licence to use, copy and adapt the Supplier's Existing IPR to enable the Buyer and its sub-licensees to both:
 - 10.1.1 receive and use the Deliverables; and
 - 10.1.2 use the New IPR.

The termination or expiry of the Contract does not terminate any licence granted under this clause 10.
- 10.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a royalty-free, non-exclusive, non-transferable licence to use, copy, and adapt any Existing IPRs and the New IPR which the Supplier reasonably requires for the purpose of fulfilling its obligations during the Term and commercially exploiting the New IPR developed under the Contract. This licence is sub-licensable to a Subcontractor for the purpose of enabling the Supplier to fulfil its obligations under the Contract, and in that case the Subcontractor must enter into a confidentiality undertaking with the Supplier on the same terms as set out in clause 15 (What you must keep confidential).
- 10.3 Unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR and keep this record updated throughout the Term.

- 10.4 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.
- 10.5 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 this clause 10 or otherwise agreed in writing.
- 10.6 If any claim is made against the Buyer 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 Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.
- 10.7 If an IPR Claim is made or anticipated, the Supplier must at its own option and expense, either:
- 10.7.1 obtain for the Buyer the rights in clause 10.1 without infringing any third party intellectual property rights; and
 - 10.7.2 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.
 - 10.7.3 If the Supplier is not able to resolve the IPR Claim to the Buyer's reasonable satisfaction within a reasonable time, the Buyer may give written notice that it terminates the Contract from the date set out in the notice, or where no date is given in the notice, the date of the notice. On termination, the consequences of termination in clauses 11.5.1 shall apply.
- 10.8 The Supplier shall not use in the Delivery of the Deliverables any Third Party IPR unless:
- 10.8.1 the Buyer gives its approval to do so; and
 - 10.8.2 one of the following conditions applies:
 - 10.8.2.1 the owner or an authorised licensor of the relevant Third Party IPR has granted the Buyer a direct licence that provides the Buyer with the rights in clause 10.1; or
 - 10.8.2.2 if the Supplier cannot, after commercially reasonable endeavours, obtain for the Buyer a direct licence to the Third Party IPR as set out in clause 10.8.2.1:
 - (a) the Supplier provides the Buyer with details of the licence terms it can obtain and the identity of those licensors;
 - (b) the Buyer agrees to those licence terms; and
 - (c) the owner or authorised licensor of the Third Party IPR grants a direct licence to the Buyer on those terms; or
 - 10.8.2.3 the Buyer approves in writing, with reference to the acts authorised and the specific intellectual property rights involved.

- 10.9 In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Buyer and the ordering of any Deliverable under it, does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.

11 ENDING THE CONTRACT

- 11.1 The Contract takes effect on the Start Date and ends on the earlier of the Expiry Date or termination of the Contract, or earlier if required by Law.

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

11.3 Ending the Contract without a reason

- 11.3.1 The Buyer 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 it's terminated clause 11.6.2 applies.

11.4 When the Buyer can end the Contract

- 11.4.1 If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier and the consequences of termination in Clause 11.5.1 shall apply:

- 11.4.1.1 there's a Supplier Insolvency Event;
- 11.4.1.2 the Supplier is in Material Breach of the Contract;
- 11.4.1.3 there's 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 Buyer in writing;
- 11.4.1.4 the Buyer 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;
- 11.4.1.5 the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them; or
- 11.4.1.6 the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables.

- 11.4.2 If any of the events in 73(1) (a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate the Contract and clauses 11.5.1.2 to 11.5.1.7 apply.

11.5 What happens if the Contract ends

- 11.5.1 Where the Buyer terminates the Contract under clause 10.9, 11.4, 7.8.2, 28.4.2, or Paragraph **Error! Reference source not found.** of Part B Joint Controller Agreement (*Optional*) of Annex 1 – Processing Personal Data (if used), all of the following apply:
- 11.5.1.1 the Supplier is responsible for the Buyer's reasonable costs of procuring replacement Deliverables for the rest of the term of the Contract;
 - 11.5.1.2 the Buyer's payment obligations under the terminated Contract stop immediately;
 - 11.5.1.3 accumulated rights of the Parties are not affected;
 - 11.5.1.4 the Supplier must promptly delete or return the Government Data except where required to retain copies by Law;
 - 11.5.1.5 the Supplier must promptly return any of the Buyer's property provided under the Contract;
 - 11.5.1.6 the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement; and
 - 11.5.1.7 the Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry.
- 11.5.2 The following clauses survive the expiry or termination of the Contract: 1, 4.2.9, 5, 7, 8.4, 10, 11.5, 12, 14, 15, 16, 18, 19, 32.2.2, 36 and 37 and any clauses which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract and what happens when the contract ends (Buyer and Supplier termination)

- 11.6.1 The Supplier can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.
- 11.6.2 Where the Buyer terminates the Contract in accordance with clause 11.3 or the Supplier terminates the Contract under clause 11.6 or 23.4:
- 11.6.2.1 the Buyer must promptly pay all outstanding charges incurred by the Supplier;

11.6.2.2 the Buyer must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated; and

11.6.2.3 clauses 11.5.1.2 to 11.5.1.7 apply.

11.6.3 The Supplier also has the right to terminate the Contract in accordance with Clauses 20.3 and 23.4.

11.7 Partially ending and suspending the Contract

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

11.7.2 The Buyer can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.

11.7.3 The Parties must agree (in accordance with clause 25) any necessary variation required by clause 11.7, but the Supplier may not either:

11.7.3.1 reject the variation; or

11.7.3.2 increase the Charges, except where the right to partial termination is under clause 11.3.

11.7.4 The Buyer 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 125% of the Charges paid or payable to the Supplier.

12.2 No Party is liable to the other for:

12.2.1 any indirect losses; and/or

12.2.2 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:

12.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;

12.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; or

12.3.3 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 8.4, 9.3.2, 10.6, or 32.2.2.
- 12.5 In spite of clause 12.1, the Buyer does not limit or exclude its liability for any indemnity given under clause 8.5.
- 12.6 Notwithstanding clause 12.1, but subject to clauses 12.1 and 12.3, the Supplier's total aggregate liability under clause 14.7.5 shall not exceed the Data Protection Liability Cap.
- 12.7 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.
- 12.8 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, in connection with provision of the Deliverables:
- 13.1.1 is expected to meet and have its Subcontractors meet the standards set out in the Supplier Code of Conduct:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.pdf) as such Code of Conduct may be updated from time to time, and such other sustainability requirements as set out in the Order Form. The Buyer also expects to meet this Code of Conduct;
 - 13.1.2 must comply with the provisions of the Official Secrets Acts 1911 to 1989 and section 182 of the Finance Act 1989;
 - 13.1.3 must support the Buyer in fulfilling its Public Sector Equality duty under section 149 of the Equality Act 2010;
 - 13.1.4 must comply with the model contract terms contained in (a) to (m) of Annex C of the guidance to [PPN 02/23 \(Tackling Modern Slavery in Government Supply Chains\)](#),¹ as such clauses may be amended or updated from time to time; and
 - 13.1.5 meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:
<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>, as updated from time to time.
- 13.2 The Supplier indemnifies the Buyer against any costs resulting from any default by the Supplier relating to any applicable Law to do with the Contract.
- 13.3 The Supplier must appoint a compliance officer who must be responsible for ensuring that the Supplier complies with Law, clause 13.1 and clauses 27 to 34.

¹ <https://www.gov.uk/government/publications/ppn-0223-tackling-modern-slavery-in-government-supply-chains>

14 DATA PROTECTION AND SECURITY

- 14.1 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.2 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies via secure encrypted method upon reasonable request.
- 14.3 The Supplier must ensure that any Supplier, Subcontractor, or Subprocessor system holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified in the Order Form or otherwise in writing by the Buyer (where any such requirements have been provided).
- 14.4 If at any time the Supplier suspects or has reason to believe that the Government Data is corrupted, lost or sufficiently degraded, then the Supplier must immediately notify the Buyer and suggest remedial action.
- 14.5 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:
 - 14.5.1 tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
 - 14.5.2 restore the Government Data itself or using a third party.
- 14.6 The Supplier must pay each Party's reasonable costs of complying with clause 14.5 unless the Buyer is at fault.
- 14.7 The Supplier:
 - 14.7.1 must provide the Buyer with all Government Data in an agreed format (provided it is secure and readable) within 10 Working Days of a written request;
 - 14.7.2 must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - 14.7.3 must securely destroy all storage media that has held Government Data at the end of life of that media using Good Industry Practice, other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are Independent Controllers or Joint Controllers;
 - 14.7.4 securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it, other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are Independent Controllers or Joint Controllers; and
 - 14.7.5 indemnifies the Buyer against any and all losses incurred if the Supplier breaches clause 14 or any Data Protection Legislation.

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

- 14.8.1 "Controller" in respect of the other Party who is "Processor";
- 14.8.2 "Processor" in respect of the other Party who is "Controller";
- 14.8.3 "Joint Controller" with the other Party;
- 14.8.4 "Independent Controller" of the Personal Data where the other Party is also "Controller",

in respect of certain Personal Data under the Contract and shall specify in Part A Authorised Processing Template of Annex 1 – Processing Personal Data which scenario they think shall apply in each situation.

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

- 14.9.1 Where a Party is a Processor, the only processing that the Processor is authorised to do is listed in Part A Authorised Processing Template of Annex 1 – Processing Personal Data by the Controller and may not be determined by the Processor. The term "processing" and any associated terms are to be read in accordance with Article 4 of the UK GDPR and EU GDPR (as applicable).
- 14.9.2 The Processor must notify the Controller immediately if it thinks the Controller's instructions breach the Data Protection Legislation.
- 14.9.3 The Processor must give all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment before starting any processing, which may include, at the discretion of the Controller:
 - 14.9.3.1 a systematic description of the expected processing and its purpose;
 - 14.9.3.2 the necessity and proportionality of the processing operations;
 - 14.9.3.3 the risks to the rights and freedoms of Data Subjects; and
 - 14.9.3.4 the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.
- 14.9.4 The Processor must, in relation to any Personal Data processed under this Contract:
 - 14.9.4.1 process that Personal Data only in accordance with Part A Authorised Processing Template of Annex 1 – Processing Personal Data unless the Processor is required to do otherwise by Law. If lawful to notify the Controller, the Processor must promptly notify the Controller if the Processor is otherwise required to process Personal Data by Law before processing it.

- 14.9.4.2 put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Controller.
- 14.9.4.3 Ensure that:
- (a) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Part A Authorised Processing Template of Annex 1 – Processing Personal Data);
 - (b) it uses best endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Processor's duties under this clause 14;
 - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (iii) 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 Controller or as otherwise allowed by the Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data.
 - (c) the Processor must not transfer Personal Data outside of the UK and/or the EEA unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (d) the transfer is in accordance with Article 45 of the UK GDPR (or section 74A of DPA 2018) and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or
 - (e) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) and/or the transfer is in accordance with Article 46 of the EU GDPR (where applicable) as determined by the Controller which could include relevant parties entering into:
 - (i) where the transfer is subject to UK GDPR:
 - (A) the International Data Transfer Agreement (the “**IDTA**”), as published by the Information Commissioner's Office from time to time under section 119A(1) of the DPA 2018 as well as any additional measures determined by the Controller;

(B) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time ("**EU SCCs**"), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "**Addendum**") as published by the Information Commissioner's Office from time to time; and/or

(ii) where the transfer is subject to EU GDPR, the EU SCCs,

as well as any additional measures determined by the Controller being implemented by the importing party;

- (f) the Data Subject has enforceable rights and effective legal remedies when transferred;
- (g) the Processor meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- (h) the Processor complies with the Controller's reasonable prior instructions about the processing of the Personal Data.

14.9.5 The Processor must at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

14.9.6 The Processor must notify the Controller immediately if it:

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

14.9.6.2 receives a request to rectify, block or erase any Personal Data;

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

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

14.9.6.5 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; and

14.9.6.6 becomes aware of a Data Loss Event.

14.9.7 Any requirement to notify under clause 14.9.6 includes the provision of further information to the Controller in stages as details become available.

- 14.9.8 The Processor must promptly provide the Controller with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 14.9.6. This includes giving the Controller:
- 14.9.8.1 full details and copies of the complaint, communication or request;
 - 14.9.8.2 reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
 - 14.9.8.3 any Personal Data it holds in relation to a Data Subject on request;
 - 14.9.8.4 assistance that it requests following any Data Loss Event; and
 - 14.9.8.5 assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office or any other regulatory authority.
- 14.9.9 The Processor must maintain full, accurate records and information to show it complies with this clause 14. This requirement does not apply where the Processor employs fewer than 250 staff, unless either the Controller determines that the processing:
- 14.9.9.1 is not occasional;
 - 14.9.9.2 includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - 14.9.9.3 is likely to result in a risk to the rights and freedoms of Data Subjects.
- 14.9.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 14.9.11 Before allowing any Subprocessor to process any Personal Data, the Processor must:
- 14.9.11.1 notify the Controller in writing of the intended Subprocessor and processing;
 - 14.9.11.2 obtain the written consent of the Controller;
 - 14.9.11.3 enter into a written contract with the Subprocessor so that this clause 14 applies to the Subprocessor; and
 - 14.9.11.4 provide the Controller with any information about the Subprocessor that the Controller reasonably requires.
- 14.9.12 The Processor remains fully liable for all acts or omissions of any Subprocessor.
- 14.9.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office or any other regulatory authority.

14.10 Joint Controllers of Personal Data

- 14.10.1 In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Part B Joint Controller Agreement (*Optional*) of Annex 1 – Processing Personal Data.

14.11 Independent Controllers of Personal Data

- 14.11.1 In the event that the Parties are Independent Controllers in respect of Personal Data under the Contract, the terms set out in Part C Independent Controllers (*Optional*) of Annex 1 – Processing Personal Data shall apply to this Contract.

15 WHAT YOU MUST KEEP CONFIDENTIAL

15.1 Each Party must:

- 15.1.1 keep all Confidential Information it receives confidential and secure;
- 15.1.2 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; and
- 15.1.3 immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

15.2 In spite of clause 15.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:

- 15.2.1 where disclosure is required by applicable Law if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- 15.2.2 if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
- 15.2.3 if the information was given to it by a third party without obligation of confidentiality;
- 15.2.4 if the information was in the public domain at the time of the disclosure;
- 15.2.5 if the information was independently developed without access to the disclosing Party's Confidential Information;
- 15.2.6 on a confidential basis, to its auditors or for the purposes of regulatory requirements;
- 15.2.7 on a confidential basis, to its professional advisers on a need-to-know basis; and
- 15.2.8 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.

- 15.3 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 shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.
- 15.4 The Buyer may disclose Confidential Information in any of the following cases:
- 15.4.1 on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
 - 15.4.2 on a confidential basis to any Crown Body, any successor body to a Crown Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
 - 15.4.3 if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - 15.4.4 where requested by Parliament; and
 - 15.4.5 under clauses 5.7 and 16.
- 15.5 For the purposes of clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 15.
- 15.6 Transparency Information, and Information which is exempt from disclosure by clause 16 is not Confidential Information.
- 15.7 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 Buyer and must take all reasonable endeavours to ensure that Supplier Staff do not either.

16 WHEN YOU CAN SHARE INFORMATION

- 16.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.
- 16.2 In accordance with a reasonable timetable and in any event within 5 Working Days of a request from the Buyer, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
- 16.2.1 comply with any Request For Information
 - 16.2.2 if the Contract has a value over the relevant threshold in Part 2 of the Regulations, comply with any of its obligations in relation to publishing Transparency Information.
- 16.3 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a Request For Information and may talk to the Supplier to help it decide whether to publish information under clause 16. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion.

17 INSURANCE

- 17.1 The Supplier shall ensure it has adequate insurance cover for this Contract.

18 INVALID PARTS OF THE CONTRACT

- 18.1 If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable for any reason, such provision or part-provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract. The provisions incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements, or agreements whether written or oral. No other provisions apply.

19 OTHER PEOPLE'S RIGHTS IN THE CONTRACT

- 19.1 No third parties may use the Contracts (Rights of Third Parties) Act (“**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.

20 CIRCUMSTANCES BEYOND YOUR CONTROL

- 20.1 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:
- 20.1.1 provides written notice to the other Party; and
 - 20.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 20.2 Any failure or delay by the Supplier to perform its obligations under the Contract that is due to a failure or delay by an agent, Subcontractor and/or Supplier Staff will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.
- 20.3 Either Party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously and the consequences of termination in Clauses 11.5.1.2 to 11.5.1.7 shall apply.
- 20.4 Where a Party terminates under clause 20.3:
- 20.4.1 each Party must cover its own losses; and
 - 20.4.2 clauses 11.5.1.2 to 11.5.1.7 apply.

21 RELATIONSHIPS CREATED BY THE CONTRACT

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

22 GIVING UP CONTRACT RIGHTS

- 22.1 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.

23 TRANSFERRING RESPONSIBILITIES

- 23.1 The Supplier cannot assign, novate or in any other way dispose of the Contract or any part of it without the Buyer's written consent.
- 23.2 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.
- 23.3 When the Buyer uses its rights under clause 23.2 the Supplier must enter into a novation agreement in the form that the Buyer specifies.
- 23.4 The Supplier can terminate the Contract novated under clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- 23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

24 SUPPLY CHAIN

- 24.1 The Supplier cannot sub-contract the Contract or any part of it without the Buyer's prior written consent. The Supplier shall provide the Buyer with the name of any Subcontractor the Supplier proposes to engage for the purposes of the Contract. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. If the Buyer does not communicate a decision to the Supplier within 10 Working Days of the request for consent then its consent will be deemed to have been given. The Buyer may reasonably withhold its consent to the appointment of a Subcontractor if it considers that:
- 24.1.1 the appointment of a proposed Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 24.1.2 the proposed Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 24.1.3 the proposed Subcontractor employs unfit persons.
- 24.2 If the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of all such Subcontractors at all levels of the supply chain including:
- 24.2.1 their name;
 - 24.2.2 the scope of their appointment; and
 - 24.2.3 the duration of their appointment.
- 24.3 The Supplier must exercise due skill and care when it selects and appoints Subcontractors.

- 24.4 For Sub-Contracts in the Supplier's supply chain entered into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract:
- 24.4.1 where such Sub-Contracts are entered into after the Start Date, the Supplier will ensure that they all contain provisions that; or
 - 24.4.2 where such Sub-Contracts are entered into before the Start Date, the Supplier will take all reasonable endeavours to ensure that they all contain provisions that:
 - 24.4.2.1 allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
 - 24.4.2.2 require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
 - 24.4.2.3 allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.
- 24.5 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:
- 24.5.1 there is a change of control within the meaning of Section 450 of the Corporation Tax Act 2010 of a Subcontractor which isn't pre-approved by the Buyer in writing;
 - 24.5.2 the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 11.4;
 - 24.5.3 a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer;
 - 24.5.4 the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; and/or
 - 24.5.5 the Buyer has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Regulations.
- 24.6 The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.

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. The Buyer 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 at 9am on the first Working Day after sending unless an error message is received.
- 26.2 Notices to the Buyer or Supplier must be sent to their address or email 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 DEALING WITH CLAIMS

- 27.1 If a Beneficiary becomes aware of any Claim, then it must notify the Indemnifier as soon as reasonably practical.
- 27.2 at the Indemnifier's cost the Beneficiary must:
 - 27.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim;
 - 27.2.2 give the Indemnifier reasonable assistance with the Claim if requested; and
 - 27.2.3 not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
- 27.3 The Beneficiary must:
 - 27.3.1 consider and defend the Claim diligently and in a way that does not damage the Beneficiary's reputation; and
 - 27.3.2 not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

28 PREVENTING FRAUD, BRIBERY AND CORRUPTION

- 28.1 The Supplier shall not:
 - 28.1.1 commit any criminal offence referred to in 57(1) and 57(2) of the Regulations; or
 - 28.1.2 offer, give, or agree to give anything, to any person (whether working for or engaged by the Buyer 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.

- 28.2 The Supplier shall take all reasonable endeavours (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with Good Industry Practice, to prevent any matters referred to in clause 28.1 and any fraud by the Supplier Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify the Buyer immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.
- 28.3 If the Supplier notifies the Buyer as required by clause 28.2, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.
- 28.4 If the Supplier or the Supplier Staff engages in conduct prohibited by clause 28.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:
- 28.4.1 require the Supplier to remove any Supplier Staff from providing the Deliverables if their acts or omissions have caused the default; and
 - 28.4.2 immediately terminate the Contract and the consequences of termination in Clause 11.5.1 shall apply.

29 EQUALITY, DIVERSITY AND HUMAN RIGHTS

- 29.1 The Supplier must follow all applicable employment and equality Law when they perform their obligations under the Contract, including:
- 29.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
 - 29.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.
- 29.2 The Supplier must use all reasonable endeavours, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.

30 HEALTH AND SAFETY

- 30.1 The Supplier must perform its obligations meeting the requirements of:
- 30.1.1 all applicable Law regarding health and safety; and
 - 30.1.2 the Buyer's current health and safety policy while at the Buyer's premises, as provided to the Supplier.
- 30.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer premises that relate to the performance of the Contract.

31 ENVIRONMENT AND SUSTAINABILITY

- 31.1 In performing its obligations under the Contract, the Supplier shall, to the reasonable satisfaction of the Buyer:
- 31.1.1 meet, in all material respects, the requirements of all applicable Laws regarding the environment; and
 - 31.1.2 comply with its obligations under the Buyer's current environmental policy, which the Buyer must provide, and make Supplier Staff aware of such policy.

32 TAX

- 32.1 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 Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.
- 32.2 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 the Contract, the Supplier must both:
- 32.2.1 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; and
 - 32.2.2 indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 32.3 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 requirements that:
- 32.3.1 the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 32.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
 - 32.3.2 the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
 - 32.3.3 the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with clause 32.2 or confirms that the Worker is not complying with those requirements; and

32.3.4 the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

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, potential or perceived Conflict of Interest.
- 33.2 The Supplier must promptly notify and provide details to the Buyer if an actual, potential or perceived Conflict of Interest happens or is expected to happen.
- 33.3 The Buyer will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such measures do not or will not resolve an actual or potential conflict of interest, the Buyer may terminate the Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest and Clauses 11.5.1.2 to 11.5.1.7 shall apply.

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 Buyer any actual or suspected breach of Law, clause 13.1, or clauses 27 to 33.
- 34.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 34.1 to the Buyer or a Prescribed Person.

35 FURTHER ASSURANCES

- 35.1 Each Party will, at the request and cost of the other Party, do all things which may be reasonably necessary to give effect to the meaning of this Contract.

36 RESOLVING DISPUTES

- 36.1 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 by commercial negotiation.
- 36.2 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 36.3 to 36.5.
- 36.3 Unless the Buyer refers the dispute to arbitration using clause 36.4, the Parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction. :

- 36.4 The Supplier agrees that the Buyer 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.
- 36.5 The Buyer has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 36.3, unless the Buyer 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 36.4.
- 36.6 The Supplier cannot suspend the performance of the Contract during any dispute.

37 WHICH LAW APPLIES

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

III. Annex 1 – Processing Personal Data

Part A Authorised Processing Template

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

The contact details of the Controller's Data Protection Officer are: Emma Wharram
emma.wharram@education.gov.uk

The contact details of the Processor's Data Protection Officer are: [REDACTED]

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

Any such further instructions shall be incorporated into this Annex.

Description of authorised processing	Details
Identity of Controller and Processor / Independent Controllers / Joint Controllers for each category of Personal Data	<p>DfE is Controller, and the Supplier is Processor (Cognition Education)</p> <p>The Parties acknowledge that in accordance with paragraph 14 (and its sub sections) of the contract and for the purposes of the Data Protection Legislation, DfE is the Controller, and the Supplier is the Processor of the following Personal Data:</p> <p>Service Users and event attendees – name, email address, alternative email address, phone number, postal address, DOB, rol, setting details, qualifications etc.</p>
Subject matter of the processing	<p>The processing is needed in order to endure the Processor can effectively deliver the contract to provide a service to members of the public. The Foundation Years – DfE Effective Practice Support to the Early Years contract is crucial in enabling key communications and resources are shared with the early years sector, as well as opportunities to collaborate through the Foundation Years platform and social media channels. For the sector to fully engage with Foundation Years, individuals need to register with the platform in order to access resources and receive key communications.</p>
Duration of the processing	<p>The term of the contract as defined in the order form.</p>
Nature and purposes of the processing	<p>The nature of the processing means any operation such as: collection, recording, organisation, structuring, storage, adaption or alteration, retrieval, consultation, use, disclosure by transmission, dissemination</p>

	<p>or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>Personal data will be obtained by subscription through Foundation Years, we expect to be through an on-line form on the website platform hosted and managed by the Processor. Individuals will provide their personal or work email address to allow communications to be sent directly to them and is needed to deliver this service. In addition to this, some events with the Early Years sector may be run, which could be on-line or face to face. For this, information such as names, job title, setting address and email/work address, for those that register an interest in attending.</p> <p>The data outcomes will be reported to the DfE(as anonymised statistics) and the raw personal data will be retained by the contracted organisation for operational and audit purposes for a period stated above.</p> <p>The information is passed back to the DfE when the contract comes to an end. The data retention review will be undertaken to enable effective processing activity to take place. All data will be reviewed at the end of the project and a data deletion and/or transfer process will be agreed. Contact details will remain live for the duration of the contract.</p>
Type of Personal Data being processed	<p>Buyer and Supplier Personnel – name, email address and telephone number.</p> <p>Service Users and event attendees – name, email address, alternative email address, phone number, postal address, DOB, role, setting details, qualifications etc</p>
Categories of Data Subject	Processor staff, department's, Foundation Years subscribers.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	The information is passed back to the DfE when the contract comes to an end. The data retention review will be undertaken to enable effective processing activity to take place. All data will be reviewed at the end of the project and a data deletion and/or transfer process will be agreed. Contact details will remain live for the duration of the contract.
Locations at which the Supplier and/or its Subcontractors process Personal Data under this Contract and International transfers and legal gateway	Personal Data under this Contract is stored in EU

Protective Measures that the Supplier and, where applicable, its Subcontractors have implemented to protect Personal Data processed under this Contract against a breach of security (insofar as that breach of security relates to data) or a Data Loss Event	<p>To protect Personal data processed as part of this contract against a security breach or a Data Loss Event, we take the following steps:</p> <ol style="list-style-type: none"> 1. Enforce Strong Authentication: Use strong, unique passwords and enforcing Multi-Factor Authentication (MFA) for all user accounts 2. Utilize Enterprise Grade Anti -Virus to protect against advanced threats, investigate incidents, and hunt for persistent threats. 3. Regularly Update and Patch to keep all systems up to date with the latest security patches and updates. 4. Conduct regular security awareness training to educate employees about phishing, social engineering, and other common attack vectors. 5. Monitor for suspicious activity and have a response plan in place for potential breaches. 6. Regularly backup data to recover from data loss events. 7. Access Controls: Assign the least privilege necessary for users to perform their tasks and regularly review permissions.
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Part B Joint Controller Agreement (*Optional*)

NOT USED

Part C Independent Controllers (*Optional*)

NOT USED

IV. Annex 2 – Specification

1. INTRODUCTION AND BACKGROUND

Evidence tells us that high-quality early childhood education and care (ECEC) has a positive impact on children's outcomes in both the short and long term, particularly for the most disadvantaged children. For example:

- Attending higher quality education and care between ages 2 and 4 is associated with better academic results for Key Stage 1 Maths and for a combined Key Stage 1 English and Maths outcome during school Year 2 ([SEED study, 2021](#)).
- Attendance at higher quality pre-schools predicted higher achievements in mathematics at 14 years of age and at age 16 in their GCSE results ([EPPSE study, 2014](#)).
- The SEED study also found that children from the 40% most disadvantaged families who attended formal ECEC for least 10 hours per week before the age of two, and at least 20 hours per week between the ages of 2 and 5, had better educational outcomes in Key Stage 1 than their peers who do not.

The Early Years Foundation Stage (EYFS) sets statutory requirements and standards that all early years' providers must meet for children aged 0-5 and are held to account on by Ofsted. To support continued successful implementation of the EYFS and any changes to it, so that the above benefits of high quality early education can be realized, we want to ensure that all those in the early years sector have the messaging and support needed to implement it consistently and in line with policy intention.

The early years sector includes childminders, group based Private Voluntary Independent (PVI) setting managers and practitioners, teachers and teaching assistants (including in reception year), primary school head teachers, multi-academy trust leaders, education leaders and local authorities who will require assistance in understanding the general requirements of the EYFS alongside information and evidence informed and effective practice support. One way we support this is through Foundation Years, a service which shares content with the sector including through its website, social media, newsletter, and events.

2. THE PROVISION OF SERVICES

As a result of the current contract with the current supplier coming to an end on May 31st 2024, with no option to extend, the Department is looking to source a supplier to manage the longstanding Foundation Years website.

This requirement is being procured under the Light Touch Regime - PCR 2015

Service requirements and Key Performance Indicators (KPIs) that apply to the provision of the Goods and Services are set out in this Specification.

The Supplier shall assist the Department in successfully delivering the following aims and objectives of early years education and care:

1) Host and develop the Foundation Years service.

The contractor will ensure the platform, across its website and social media presences, is user friendly, accessible, and provides relevant information, guidance, and documentation to its subscribers and visitors. They will achieve this by keeping the website up to date by uploading the monthly newsletter at the time of publication, being proactive at developing content for blogs and vodcasts (editing and archiving as needed after publication) and adding and updating events in the calendar, as well as frequently and consistently posting to social media platforms.

This is an existing website platform and therefore there is not a requirement to build a new website. There will be a requirement to transfer the website, social media platforms, and contact details for the mailing list and suppliers will be required to manage the transfer, mobilisation to go live of the Foundation Years service.

2) A focus on creating evidence-informed and effective practice content.

This will be achieved by working with the Department, subject matter experts, and independently to create content to provide curriculum and practice support. The supplier will proactively suggest topics, identify opportunities, and develop content, such as case studies from sector voices and spotlights on evidence informed and effective practice. This will enable high-quality early education and care in early years settings while also helping foster an engaged community amongst the EY sector. They will understand the challenges faced within the EY sector, creating specific support for the differing needs, responding with appropriate and timely guidance (for example learning materials). They will create sector updates, webinars, vodcasts, blogs and publish these on the relevant channels. The support provided must be in line with the Early Years Foundation Stage frameworks, Development Matters non-statutory curriculum guidance, the Help for Early Years Providers website, Early Years Leadership NPQ framework, DfE's Professional Development Programme, Education Endowment Foundation's Evidence Store, and other strands of the Department's Early Years Recovery Programme.

3) Creating strong networks.

This will be achieved by building the number of users to Foundation Years and reaching out to the sector in a variety of innovative ways to introduce new people to the platform and retain users. They will look to utilise appropriate channels used by the sector, such as social media. They will work with the Department to provide bespoke in person and online events. They will deliver peer to peer sharing, for example through creating and sharing content by providers for providers.

3. MANDATORY REQUIREMENTS

As part of this specification, there are several mandatory requirements that the Supplier must meet as listed in the table below:

1	The supplier must be able to carry out the programme requirements of this contract, as set out in this Specification and the Contract, from 1 st June 2024 (contract start date) 31 st May 2025 (contract end date), with the option for the department to extend the contract for up to 6 months, subject to the approval of the additional funding.
2	<p>The Department shall own the Intellectual Property Rights (IPR) to all resources developed for the delivery of this contract. This shall include (but is not limited to):</p> <ul style="list-style-type: none">• All content (website, social media channel etc), material and associated documentation.• All promotional, marketing and communications material.• All contract reporting materials, Management Information, mailing list contact details other information collected by the Supplier in the course of delivering the contract services.

3	The Supplier must commit to formulating a secure closure/exit plan for all parts of their service, to support a handover of data back to the Department and/or any new Supplier. This plan must be shared with the Department prior to the end of the contract. This will include the timely transfer of all materials upon exit from the contract, and a timely and smooth transfer of services if applicable (timelines for exit plan to be discussed at the start of the contract).
4	The Services must be compliant with Government Digital Standards where appropriate and the Cyber Essentials Plus scheme.
5	The Supplier commits to complying with General Data Protection Regulations (GDPR).
6	The Supplier is able to provide the minimum range of services, as detailed in Section 6 of Document 3 – Specification of Requirements.

4. OUTLINE PROGRAMME REQUIREMENTS

The Supplier will work with the Department to provide effective practice support to the early years sector to strengthen evidence informed and effective practice in early years settings. We expect this to be done by hosting and maintaining the Foundation Years service, including maintaining the website, uploading latest vodcasts and blogs, and to provide relevant information to the sector using the website, social media platforms and events, all with a focus on promoting evidence informed and effective practice.

In delivering the above, the Supplier shall do the following (each as further described in this Specification):

A	Host and develop the Foundation Years service (including the website - foundationyears.org.uk and related social media platforms, including uploading the latest vodcasts and blogs to provide relevant information and support to the early years sector).
B	Focus on creating evidence-informed and effective practice content by working with the Department, subject matter experts, and independently, to create content to provide curriculum and practice support.
C	Creating strong networks by reaching out to the sector in a variety of innovative ways, with the aim of growing the platform's user base.

Please note where applicable the supplier should refer to the specific IT requirements for these deliverables which are detailed in Section 6 of this document.

V. Annex 3 – Charges

Fixed Costs

[illegible]

Variable Costs

[illegible]

Rate Card

Name of Potential Provider

Cognition Education UK Limited

GENERAL NOTE: This Worksheet provides rates for each of the roles which will be applicable for any changes made during the Contract. Any values provided will not be added to 'Total Price' of the tender, and will only be used for contract management purposes.

Rate (£)	

Summary of indicative price

Name of Potential Provider

Cognition Education UK Limited

	INITIAL TERM (JUNE 24 - MAY 25)	POTENTIAL EXTENSION TERM (JUNE 25 - NOV 25)
Total Fixed Costs (exc. VAT)	98328	23790
Anticipated Variable Costs (exc. VAT)	0	0
Sub-total (exc. VAT)	98328	23790
Is VAT applicable?	Yes	Yes
Total Indicate Price (inc. VAT)	117993.6	28548

NOTE: The value in Cell D11 will be used as your indicative price for evaluation purposes.

VI. Annex 4 – Supplier Tender

2.1



Begin%20Bright%20
-TQ2.1-%20Program

Cognition Learning Group (CLG) has extensive experience of developing and delivering learning programmes, events, and resources across 30 countries. Last year alone, our education teams impacted on more than six million learners, and our expert learning designers created curriculum resources, including digital resources such as videos, games, e-books, and learning modules used by over 1.5 million learners and practitioners.

We have expert in-house marketing, events and IT teams who support delivery of over 450 projects per year and manage hundreds of events (face to face and online), podcasts, websites and portals for our businesses and clients. This includes the development of websites and portals and both face-to-face and digital events (webinars etc.) for DfE-funded contracts, including more than 60 events in the last three years just on our Transition to Teach and Teacher Mentoring Programme contracts.

We are highly experienced at working with the DfE, working in partnership to develop brands, deploy teams, build online presence through social media and digital marketing, and incorporating events into delivery solutions.

Programme Team

Our team for this contract will be headed up by an experienced Project Lead, [REDACTED], who brings a wealth of experience in leading programmes on behalf of the DfE.

The organogram below details our experienced and dedicated team, who bring a wealth of knowledge and insights gained from working on similar programmes.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

To deliver the service, we will deploy our experienced Begin Bright team supported by our Wavelength Learning and corporate support team to deliver the contract. This will include:

- [REDACTED] Project Lead
- [REDACTED] Marketing and Communications Officer
- EY Learning Designers [REDACTED]
- IT Technical and Web support (corporate)
- [REDACTED] support from our Begin Bright consultants

Project Lead

Our proposed **Project Lead**, [REDACTED], is a member of the UK Begin Bright team, our specialist early years (EY) arm, and has a wealth of experience running programmes for government. A qualified primary teacher, [REDACTED] previously acted as the programme lead for [REDACTED], on behalf of the DfE, which successfully [REDACTED]. More recently, [REDACTED] has been involved in [REDACTED]. As Project Lead, [REDACTED] will spearhead the project, ensuring its successful completion, engaging with the DfE at a national level and providing management information, as well as building relationships with key stakeholders. He has strong experience in programme delivery, risk management, quality assurance and evaluation and will apply these skills in the delivery of the contract. He will report into the UK Board.

Marketing and Communications Officer

Our proposed **Marketing and Communications Officer**, [REDACTED] has over [REDACTED] experience in marketing and is skilled in multi-channel organic strategies, digital marketing content creation, and brand guidelines. [REDACTED] is currently part of the marketing team supporting DfE-funded contracts, such as the [REDACTED] is adept at crafting newsletters to drive audience interaction and marketing initiatives, and is skilled in developing blog content, scriptwriting, and video editing. [REDACTED] is experienced in event marketing, attraction campaigns and facilitation. [REDACTED] will support the Project Lead, ensuring the service is marketed and communications are prepared in line with our quality requirements. She will liaise with the DfE regarding [REDACTED] and manage all social media sites and content uploads to the website. [REDACTED] will also have access to [REDACTED] which support over 450 projects per year.

Learning Designers (Content and Resources)

The Learning Designers will be drawn from our award-winning publishing and creative team in our Wavelength Learning business. Our Learning Designers are experts at creating engaging, bespoke content [REDACTED] users and learners. We will deploy a number of our Learning Designers for specific content and resource development to ensure a mix of talent and skills and they will [REDACTED] Previously, this team developed the current Begin Bright programmes and resources delivered [REDACTED]. The team also led on the development of resources and content for our design and delivery of [REDACTED]

Head of IT and Digital Transformation

Supporting the programme will be our Corporate IT team led by [REDACTED]. [REDACTED] has over 25 years' ICT experience and extensive high level technical and strategic knowledge, which will be deployed to ensure a smooth transition of the current portal and secure transfer of data.

Supporting the team will be a corporate service in the UK, consisting of marketing, events and IT and a large team of education experts, learning designers and digital designers who can be deployed to support the project if required. As a result of the [REDACTED] [REDACTED] resource the Foundation Years service contract.

2.2



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Cognition Learning Group (CLG) has extensive experience in [REDACTED]

[REDACTED]. CLG will deliver the Foundation Years service in two phases - Mobilisation and Delivery.

Programme Delivery

Mobilisation (June – July 2024)

CLG's Project Mobilisation and Management Office (PMMO) will [REDACTED]
[REDACTED] CLG will produce a project plan, risk log and sector engagement and communication plan (SCP). We [REDACTED]
[REDACTED]

To manage the handover of data and assets, CLG will meet with the DfE and incumbent provider.

Website Migration Plan

Our IT team will undertake the following activity:

- Choose a hosting plan that fits the site's needs
- Access the current environment to enable back up of the WordPress site files and enable export of the WordPress database
- Install WordPress in the new hosting environment. Uploading WordPress files to the correct directory, using SFTP to the new host
- Test the site with a temporary URL before going live
- Move DNS to [REDACTED] to provide protection from threats
- Update the DNS records to point to your new hosting provider
- Once DNS propagation is complete, thoroughly test the website to ensure functionality
- Monitoring the site's performance, uptime, and user experience closely
- Establish a feedback loop to resolve any issues promptly

Delivery (June 2024 – May 2025)

Q1 (June – August 2024)

- Full team in place (Begin Bright)
- Manage transfer of ownership of domain and webhosting of the Foundation Years service website
- Review existing platform, resources and communication channels and produce a clear plan outlining areas for development
- Marketing Officer implements communication plan, including updates and launch of updated social media pages with daily/weekly posts
- Monthly newsletters – designed, content written/sourced, sign off and distribution
- Learning Designers review, complete and put resource development plan in place
- QAG for resource development in place
- First resource developed, tested, and launched
- Events plan in place and content and speakers identified for first events
- First event managed and evaluated
- Quarter review and update to comms plan
- Fortnightly Keep in Touch meetings with the DfE
- Production of a quarterly report to facilitate quarterly progress meetings

Q2 (September – November 2024), Q3 (December 2024 – February 2025) and Q4 (March – May 2025)

- Continued engagement with the sector via social media channels, posting daily/weekly
- Monthly newsletters – designed, content written/sourced, signed off and distributed
- Development and launch of new resources
- Event plan in place and content/speakers identified
- Second event managed and evaluated
- Quarter review and update to comms plan
- Fortnightly Keep in Touch meetings with the DfE
- Production of a quarterly report to facilitate quarterly progress meetings

Q4 (March 2025 – May 2025)

In addition to the standard activity above:

- **Exit** – Exit planning and activities will occur during this period as agreed with DfE. Activities are outlined in more detail below.

Data Transfer

During mobilisation, CLG will meet the incumbent provider to understand data transfer requirements. CLG will use [REDACTED] as this is safe, reliable, and GDPR compliant. All files are encrypted when they are transferred [REDACTED] is certified with the ISO/IEC 27001:2013 framework; this is an internationally recognised best practice information security standard.

CLG fully understand and comply with GDPR obligations, with all staff in the UK required to undertake mandatory GDPR training which is renewed every six months. Compliance is monitored by [REDACTED]. In addition, CLG holds Cyber Essentials certification, ensuring the ongoing data protection requirements of the Foundation Years service will be effectively managed.

Online Platform Accessibility and Security

To administer and host virtual events, CLG will use [REDACTED] as a secure and accessible platform for virtual events. To facilitate the booking of events, CLG will use [REDACTED]

Use of both [redacted] and [redacted] will allow CLG to comply with international Web Content Accessibility Guidelines (WCAG), supporting CLG’s commitment to enhancing the accessibility of the Foundation Years service to a broad and varied sector.

Key Risks, Mitigation and Contingencies

CLG have high level risk management procedures which are overseen at UK Board level. Through programme set-up and delivery, risks will be monitored via [redacted]
[redacted] Changes to risks will [redacted]
[redacted] Where risks need escalating or become reportable issues, we implement an escalation policy to ensure timely intervention.

Our current assessment of key risks informing our delivery approach is below, ranked by impact, highest first:

Risk	Mitigation	Contingency
[redacted]	<ul style="list-style-type: none">[redacted][redacted]	[redacted]
[redacted]	[redacted]	[redacted]

Exit Strategy

CLG’s exit plan will be delivered to the DfE for review and sign off in Q4 of delivery, March 2025 – May 2025, consisting of:

- Exit team: key CLG personnel involved in exit activities
- Exit reason: end of contract, early termination etc.
- Exit timelines: key dates for exit activity
- Exit risks: risks associated with exit activity
- Infrastructure: details of the plan for the Foundation Years service infrastructure, such as website, social media channels and communication channels
- Data: details of DfE’s requirements for data i.e. transferred to a new service provider, transferred back to DfE, deleted from CLG’s systems etc. The format and size of data to be transferred
- Marketing & Communication: announcements to the sector regarding Foundation Years service delivery
- Programme documentation: all reporting, resource assets and a finance section if required

2.3



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Cognition Learning Group (CLG) has extensive experience of developing and delivering learning programmes and resources globally. Last year alone, we delivered services impacting on more than six

million learners, with more than 1.5 million learners and staff using our resources, including digital resources such as videos, games, e-books, and learning modules.

CLG has a specialist digital learning and publishing arm, Wavelength Learning, and an early years (EY) business, Begin Bright (BB), and between them they have delivered significant programmes and resources in the early learning market, including:

- the design and implementation of a new Kindergarten Curriculum with associated resources and training for the Dubai government
- the development of an EY curriculum for Oriental Cambridge in China, including over 800 lesson plans, eBooks, digital learning objects, student workbooks and assessment guides
- 96,000 early learning classes annually through our BB licensed centres, using our in-house developed programmes and resources
- early learning improvement support and training for practitioners for the New Zealand (NZ) government

In the UK, our BB team are [REDACTED]

As a provider with 34 years' experience working with 30 governments, including the UK, our approach is built on developing a deep understanding of the sector to build local expertise, knowledge and partnerships, whilst also developing a research-backed approach to service and resource development.

In depth understanding of the EY sector

We have a deep understanding of the challenges and opportunities for the sector and see many similarities between the UK and similar countries, such as [REDACTED]. We are acutely aware of the importance of high-quality early education in ensuring the best start to a child's education and for laying strong foundations for their future learning and development. Our own Begin Bright programmes are built on [REDACTED]

The recent government commitment to investing in EYFS marks the single largest investment in England to date. CLG recognise that this is an opportunity to address the current challenges by:

- [REDACTED] to quality early education for working families
- [REDACTED] the early years infrastructure and quality of education
- [REDACTED] continuous professional development
- [REDACTED] educational technology, enhancing teaching practices, streamlining administrative tasks and differentiating learning experiences for children

However, despite these investments, many challenges remain, including recruitment and retention challenges and the impact on children's communication, language development, and social skills due to Covid-19 lockdowns, as highlighted in the 'Early years education: Trends, issues and the impact of Covid-19' paper published in November 2023.

The Foundation Years service has as a vital role to play as a first point of call for providers and practitioners to access information, resources and events that help them to address challenges, build skills and knowledge and share experience and expertise. The website will form the backbone and act as a central communication hub for the service. Our CLG teams are experienced in developing, managing and maintaining similar platforms with global experience including development, management and promotion of high-profile support websites and resources across [REDACTED] such as [REDACTED]

[REDACTED] In addition, our UK team has extensive experience of developing and managing websites

for DfE programmes, and building resources and learning platforms to support practitioners, such as on [REDACTED] We also have in-house web, technical and AI expertise.

Keeping Informed and Delivering Accurate Messaging

We understand the importance of staying informed and delivering accurate messages and have vast experience of working with client teams, stakeholders and partners to do this. Our in-house Begin Bright team will stay abreast of the latest sector changes by:

[REDACTED]

Since 2018, CLG has worked with the DfE to deliver national programmes and is experienced in successfully adapting to policy and initiative changes and communicating to stakeholders. As with previous contracts, a communications plan will be agreed with the DfE and all sector-facing communication will undergo an approval process prior to publication and will be fact checked as appropriate (dual source confirmation).

Supporting Different Groups within the Early Years Sector

CLG understands the EY sector comprises a diverse range of groups, such as childminders, teachers, primary heads, LAs and PVIs. We know many practitioners face similar challenges, such as adapting to curriculum updates, seeking professional growth, and juggling teaching with administrative tasks, but also understand the diverse challenges faced by some such as childminders, where accessibility for events, professional development or support may be difficult at times.

Our BB team will work with the DfE to:

- **tailor communications and resources** to cater to various types of providers and levels of expertise within the sector, differentiating messaging, resources, case studies and training to be provider-specific where necessary
- **deliver events**, including webinars that are accessible, so they are relevant to the audience i.e. through specific sessions, content, speakers etc.
- **design events** to foster communities where practitioners can collaborate, share experience, and exchange best practice
- **disseminate research** and evidence-based practices to the sector, encouraging stakeholders to stay informed of the latest research and integrate evidence-based strategies into practice
- **promote and signpost** to other curated services, events and resources to create a golden thread opportunity, creating clear linkages between our work and others or working proactively with providers to offer support that is timely and relevant

2.4



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2.4-Foundation%20'

Cognition Learning Group (CLG) is highly experienced in designing and delivering services to maximise engagement through online and blended approaches. This includes creating digital and creative resources to raise awareness and

improve professional development across the education sector. We are highly experienced at developing and managing websites and platforms for national organisations and governmental departments and creating accessible, innovative and engaging content and resources. Last year, our Group's teams developed digital resources, which were used by more than 1.5 million learners and practitioners.

Improving and Updating the Foundation Years Service

On contract award we will review the existing platform, resources and communication channels and produce a plan clearly outlining any areas for development. Our initial assessment has identified a number of areas for potential improvement. These include:

Functional Developments

- [REDACTED]
- [REDACTED]
- [REDACTED]

Accessibility Developments

- [REDACTED]
- [REDACTED]
- [REDACTED]

User Experience Developments

- [REDACTED]
- [REDACTED]

At CLG, we are committed to being inclusive and understand that our service users are diverse and have differing requirements. Therefore, we will ensure:

- [REDACTED] for improvements to the portal
- [REDACTED] to ensure accessibility compliance
- [REDACTED] to ensure digital content meets or exceeds the standards set by WCAG 2.2.

Previously, CLG has implemented changes to online courses to support the DfE's [REDACTED], to meet accessibility guidelines. This included:

- providing transcripts for every video and audio
- increasing font size and contrast
- using new tools that are compatible with participants' reader and audio software

Sector Engagement

CLG will proactively engage with the early years sector via newsletters and social media channels to foster collaboration and partnership. We will collaborate with the DfE and sector and subject matter experts to develop

evidence-informed and effective content to be shared through those channels. Our aim will be maintaining the brand and positive reputation of the Foundation Years service by:

- providing sector-specific updates, trends and insights
- highlighting upcoming events and calls to action
- showcasing success stories
- inviting subscribers to contribute with insights and sharing peer-to-peer content
- offering resources, toolkits or guides
- standardising content across communication channels

Resource Creation

CLG has significant experience of resource creation with our own in-house publishing and digital learning resource team. We will deploy an expert team of Learning Designers who are experienced in designing engaging and innovative resources that are tailored to the needs of the audience and outcomes to be achieved. [REDACTED]

[REDACTED] to engage sector-specific experts and practitioners to ensure content is relevant and accessible to the audience. Our learning design team will develop resources using a range of media and digital content that:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Content Review & Archiving

We recognise that policy, guidance, research and evidence-based initiatives are continuously developed, and the Foundation Years service will need to adapt accordingly. CLG will [REDACTED], [REDACTED] to ensure relevance, accuracy and compliance.

Our strategy for ensuring regular content reviews involves:

- collaborating to establish clear guidelines that outline the criteria for content alignment
- regular audits of content to identify any discrepancies
- cross-functional review consisting of the Marketing & Communications Officer and subject matter experts
- establishing feedback mechanisms

Alongside our regular content reviews, we will have [REDACTED]
[REDACTED] Our plan will consist of:

- [REDACTED]
- [REDACTED]
- [REDACTED]

2.5



Our approach to stakeholder engagement involves the application

[REDACTED]. This approach enables us to engage with different types of providers and stakeholders appropriately to raise awareness of the service, gain support, engage providers and understand barriers to engagement.

During the programme mobilisation period we will develop a **Sector Engagement and Communications plan (SCP)**, agreeing with the DfE the key stakeholders to be targeted to ensure successful development and delivery of the offer. Our Plan will identify:

- key stakeholders
- communication objectives
- messaging
- frequency of communications
- channels

We will identify how we will engage provider groups and wider stakeholders with the service and the most appropriate channels and messaging to drive engagement. We will identify the type of engagement appropriate to providers and this could include:

- **informing** providers of important information such as policy changes, providing opportunities for them to seek more information, and ensuring easily accessible information via the website, and through resources, podcasts, newsletters and events
- **consulting** with a range of providers and stakeholders to gather information and garner feedback to drive service improvements and resource development
- **involving** wider stakeholders such as representative bodies who may be able to add significant value by creating interest, helping to attract hard to reach groups or through the sharing and dissemination of best practice examples or research
- **collaborating** with potential partners who can help deliver greater impact or reach through contributions to resources or events

Mechanisms to Support the Diverse Sector

To support the diverse early years sector, CLG appreciates that a multifaceted approach is required to support and promote evidence-informed and effective practice to the whole sector. CLG would work with the DfE to:

- tailor events and resources to cater to various learning styles, preferences and levels of expertise within the sector
- ensure services are accessible, taking account of challenges faced by certain providers which could affect participation
- use events to create opportunities to foster communities of practice where practitioners can collaborate, share experience, and exchange best practice
- disseminate research findings and evidence-based practices to the sector through engaging, innovative and carefully designed resources and information, encouraging stakeholders to stay informed of the latest research and integrate evidence-based strategies into their practice
- promote and signpost to other evidence-based resources
- ensure guest speakers/contributors are representative of the varied early years sector

Event Facilitation

CLG delivers hundreds of face-to-face and digital events annually and boasts a robust history of successfully fulfilling contracts for the DfE that feature event facilitation and delivery, including Transition to Teach (T2T), National Tutoring Programme (NTP) and Teacher Mentoring Programme (TMP).

As part of TMP, CLG has delivered interactive 'Masterclasses' for mentors, mentees, mentoring coordinators and leaders/managers. These were delivered as interactive and collaborative webinars led by subject matter experts, which allowed for further education providers from across England to attend. In addition, during the delivery of T2T, a DfE-funded career changer recruitment programme, more than 60 face-to-face and online events were delivered in partnership with sector guest speakers and experts. The audience for these events was diverse, many with no experience of the teaching sector and many having left formal education many years prior. Topics were broad, including health and wellbeing, behaviour management, and wider continuous professional development (CPD) topics, and events were timed to meet the differing needs of participants.

To deliver the Foundation Years service, CLG is committed to designing events that prioritise practice and curriculum support for the sector, ensuring alignment with DfE priorities and addressing sector needs comprehensively. This includes offering child development knowledge and expertise, including providing examples of research-informed best practice, and aiding early years practitioners with events and resources that breakdown the complexities of the Early Years Foundation Stage (EYFS).

To promote evidence-based practice, CLG will collaborate with the DfE, sector specialists, stakeholders and practitioners from the sector, leveraging their specific knowledge and skills to enrich relevant events and facilitate CPD. By considering these factors, CLG aims to deliver impactful and relevant support and guidance to the sector, facilitating its continuous improvement.

Advocating DfE, Policy and Implementation

CLG is well versed in delivering DfE policy to the education sector through our programmes of delivery. We will act as a staunch advocate of the DfE and its EYFS policy and implementation. We will:

- ensure our team have a deep understanding and adherence to DfE guidelines and directives, aligning all programme activity with DfE objectives that will be outlined in the mobilisation stage
- actively engage with the sector to promote awareness and understanding of the EYFS policy, leveraging our platforms and events to disseminate information, provide guidance, and foster discussion around EYFS policy and its implications for practitioners

Fortnightly Keep In Touch meetings with the DfE team and regular review and sign off of social media content will ensure that the Foundation Years service voice and communication to the sector is standardised and meets the approval and objectives of the DfE team. Through these concerted efforts, CLG will serve as a proactive advocate, championing the DfE's EYFS policy and supporting effective implementation across the sector.

2.6



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Measuring Performance

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Gathering and Using Statistics and Feedback

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Performance and Contract Management Arrangements

[Redacted]

[Redacted]

Our Project Lead is accountable for ensuring the attainment of KPIs on the contract and working with the programme’s management team to implement rigorous monitoring of performance to identify progress and deal with any performance issues.

Transparency and Data Sharing

CLG has a successful history of working in partnership with the DfE. Our teams have built strong working relationships with contract management teams within the DfE, operating transparent data sharing and agile relationships and will endeavour to build the same with the DfE Foundation Years’ contract team.

3.1



Begin%20Bright-TQ
3.1-%20Influencing

Cognition Learning Group (CLG) is committed to providing a working environment that respects and provides for the wellbeing of employees and promotes positive health and wellbeing practices to stakeholders.

CLG’s Wellbeing Principles

The following principles have been developed to embed a positive wellbeing environment into the culture at CLG:

[Redacted]

Understanding Wellbeing-related Issues

[Redacted]

Employee Net Promoter Score



eNPS = % Promoters - % Detractors

[Redacted]

Wellbeing Collective

[Redacted]

Investment in Health and Wellbeing

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Our Foundation Years Health and Wellbeing Commitment

[Redacted]

Timed Action Plan

Commitment	Timescale
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]

[Redacted]

VII. Annex 5 – Optional IPR Clauses (*Optional*)

NOT USED