



Crown
Commercial
Service

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- AND -

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ANNEXES

RELATING TO

**DATABASE ACCESS FOR PUBLIC SECTOR CONTACT
DETAILS**

CCZN18A09

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ANNEX 1 – TERMS AND CONDITIONS

1 INTERPRETATION

1.1 In these terms and conditions:

“Agreement”	means this contract;
“Award Letter”	means the letter (including the Annexes thereto) from the Customer to the Supplier via the e-Sourcing Suite at the point of award;
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Contractor Personnel”	means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any Sub-Contractor engaged in the performance of its obligations under this Agreement;
“Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer”	Take the meaning given in the GDPR;
“Customer”	means the person named as Customer in the Award Letter;
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including and Personal Data Breach;
“Data Protection Impact”	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

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Assessment”

“Data Protection Legislation”	means (i) the GDPR, the LED and any applicable national implementing laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable law about the processing of personal data and privacy;
“DPA 2018”	means the Data Protection Act 2018;
“Data Subject Access Request”	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“GDPR”	means General Data Protection Regulation (Regulation (EU) 2016/679);
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Law”	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirement with which the Contractor is bound to comply;
“LED”	means Law Enforcement Directive (Directive (EU) 2016/680);
“Party”	means a party to this Agreement;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Protective Measures”	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
“Purchase Order Number”	means the Customer's unique number relating to the supply of the Services;
“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);

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“Services”	means the services to be supplied by the Supplier to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
“Start Date”	means the commencement date of the Agreement as set out in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Sub-processor”	means any third Part appointed to process Personal Data on behalf of the Contract related to this Agreement;
“Supplier”	means the person named as Supplier in the Award Letter;
“Term”	means the period from the Start Date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

2 BASIS OF AGREEMENT

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer, within 7 days of the date of the award letter, of a copy of the Award Letter countersigned by the Supplier.

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3 SUPPLY OF SERVICES

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
- 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
 - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
 - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
 - 3.2.4 ensure that the Services shall conform with all descriptions, requirements, service levels and specifications set out in the Specification;
 - 3.2.5 comply with all applicable laws; and
 - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

4 TERM

- 4.1 The Agreement shall take effect on the Start Date and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Customer may extend the Agreement 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 terms and conditions of the Agreement shall apply throughout any such extended period.

5 CHARGES, PAYMENT AND RECOVERY OF SUMS DUE

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay

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the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.

- 5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
 - 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
 - 5.8.3 In this clause 5.8, “sub-contract” means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6 PREMISES AND EQUIPMENT

- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Supplier or the Staff shall be at the Supplier's risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer's

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premises or any objects contained on the Customer's premises which is caused by the Supplier or any Staff, other than fair wear and tear.

- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7 STAFF AND KEY PERSONNEL

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
- 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
 - 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered, and the Supplier shall comply with any such notice.
- 7.2 The Supplier shall:
- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
 - 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
 - 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, parental leave and termination of employment or other extenuating circumstances.
- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at

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least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8 ASSIGNMENT AND SUB-CONTRACTING

- 8.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 8.2 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

9 INTELLECTUAL PROPERTY RIGHTS

- 9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer or the respective owner of such intellectual property rights but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Supplier hereby grants the Customer:
- 9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
 - 9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
 - (a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and
 - (b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take

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the benefit of the Agreement including the Services provided.

- 9.4 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer 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 Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

10 GOVERNANCE AND RECORDS

10.1 The Supplier shall:

10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and

10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.

- 10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

11 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY

11.1 Subject to clause 11.2, each Party shall:

11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

- 11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;

11.2.2 to its auditors or for the purposes of regulatory requirements;

11.2.3 on a confidential basis, to its professional advisers;

11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and

11.2.6 where the receiving Party is the Customer:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
- (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- (d) in accordance with clause 12.

AND FOR THE PURPOSES OF THE FOREGOING, REFERENCES TO DISCLOSURE ON A CONFIDENTIAL BASIS SHALL MEAN DISCLOSURE SUBJECT TO A CONFIDENTIALITY AGREEMENT OR ARRANGEMENT CONTAINING TERMS NO LESS STRINGENT THAN THOSE PLACED ON THE CUSTOMER UNDER THIS CLAUSE 11.

11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

12 FREEDOM OF INFORMATION

12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:

- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
- 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
- 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.

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- 12.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13 DATA PROTECTION

- 13.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor. The only processing that the Contractor is authorised to do is listed in Schedule 1 by the Customer and may not be determined by the Contractor.
- 13.2 The Contractor shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 13.3 The Contractor shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 13.4 The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- (a) process that Personal Data only in accordance with Schedule 1, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Contractor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule 1);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Contractor's duties under this clause;

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- (B) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- (i) the Customer or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
 - (iv) the Contractor complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.
- 13.5 Subject to clause 1.6, the Contractor shall notify the Customer immediately if it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
- 13.6 The Contractor's obligation to notify under clause 1.5 shall include the provision of further information to the Customer in phases, as details become available.
- 13.7 Taking into account the nature of the processing, the Contractor shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
- (a) the Customer with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;

- (d) assistance as requested by the Customer following any Data Loss Event;
 - (e) assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.
- 13.8 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
- (a) the Customer determines that the processing is not occasional;
 - (b) the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 13.9 The Contractor shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor
- 13.10 The Contractor shall designate a data protection officer if required by the Data Protection Legislation.
- 13.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:
- (a) notify the Customer in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Customer;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this schedule 1 such that they apply to the Sub-processor; and
 - (d) provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
- 13.12 The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.
- 13.13 The Customer may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 13.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Contractor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

14 LIABILITY

- 14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
- 14.2 Subject always to clauses 14.3 and 14.4:
- 14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and
 - 14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall

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the Supplier be liable to the Customer for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

15 FORCE MAJEURE

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

16 TERMINATION

16.1 The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:

16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;

16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;

16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;

16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;

16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;

16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets

- or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
- 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Supplier shall:
- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
- 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.
- 17 COMPLIANCE**
- 17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 17.2 The Supplier shall:
- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
- 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.3 The Supplier shall:
- 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and
- 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.
- 17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.
- 17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
- 17.5.1 the Official Secrets Acts 1911 to 1989; and
-

17.5.2 section 182 of the Finance Act 1989.

- 17.6 The Supplier must comply with the [Digital Service Standard](#).
- 17.7 The Supplier is to deliver the service in line with the [Cloud Security Principles](#), the [Security Design Principles](#) and the [Bulk Data guidance](#).

18 PREVENTION OF FRAUD AND CORRUPTION

- 18.1 The Supplier shall not offer, give, or agree to give anything, to any person 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 Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
- 18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:
- 18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
 - 18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

19 DISPUTE RESOLUTION

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “**Mediator**”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20 GENERAL

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.

- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21 NOTICES

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

22 GOVERNING LAW AND JURISDICTION

The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.



ANNEX 2 – PRICE SCHEDULE

[REDACTED TEXT]

ANNEX 3 – STATEMENT OF REQUIREMENT

1. PURPOSE

- 1.1 Crown Commercial Service (CCS) are inviting bids for the provision of access licenses for a database holding public sector contact details to assist its marketing department.
- 1.2 The Contract is for a one (1) year period commencing on the 26th of September 2018. There will be an option to extend the Contract for a further one (1) year term.
- 1.3 Crown Commercial Service (CCS), a trading fund of the Cabinet Office (CO), may be referred to as the Authority throughout this document.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 CCS is the largest public procurement organisation in the UK. They help organisations across the whole of the public sector find the right commercial solutions for around £12 billion of spend each year. By helping organisations save time and money on the procurement of common goods and services, CCS can help deliver savings for the taxpayer.
- 2.2 As a trading fund of the Cabinet Office (CO), CCS also supports on implementing the UK's public procurement policy and delivering government's commercial policy priorities.
- 2.3 The areas of common goods and services CCS covers spans:
 - 2.3.1 Technology: cloud, digital hosting solutions, network services, software and technology products and services.
 - 2.3.2 Corporate solutions: travel, fleet, office solutions, financial services, marketing, communications & research and contact centres.
 - 2.3.3 Buildings: facilities management, maintenance and repair, utilities and fuel and construction.
 - 2.3.4 People: permanent and temporary staff (including clinical staff), people services (such as apprenticeship training and learning & development) and professional services (such as consultancy and legal services).

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 The Authority has an existing Contract which allows them to access a contacts database and use an email tool to set up, send and report on email marketing activities. This current contract is due to expire on the 26th of September 2018. As such, the Authority is inviting bids for a solution that will allow them to continue to access such a service.
- 3.2 The database will be used by the marketing department as part of the delivery of a series of marketing campaigns to raise the Authority's profile across the public sector and promote a range of specific products and services.
- 3.3 Potential Providers are requested to submit a bid that provides the Authority with a suitable tool to enable it to deliver direct emails to the contacts included on the database. The tool should be fully customisable and provide the Authority with the following:

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- 3.3.1 Ability to segment the data;
- 3.3.2 Send the emails; and
- 3.3.3 Monitor and analyse the success of campaigns (including delivery rates, bounce rates, open rates and click through rates).
- 3.4 The tool should allow for automation so the Authority can re-target database contacts who did not open the marketing material or send new content to contact who have clicked on the specific links.

4. DEFINITIONS

Expression or Acronym	Definition
CCS	Means; Crown Commercial Service, the Authority
CO	Means; Cabinet Office
NHS	Means; National Health Service
CCGs	Means; Clinical Commissioning Groups

5. SCOPE OF REQUIREMENT

- 5.1 The scope of this Contract extends to the following provisions:
 - 5.1.1 Supply of access licenses to a public sector contacts database;
 - 5.1.2 Email tool to target contacts on the database and;
 - 5.1.3 Training of the email tool for a maximum of ten (10) people.
- 5.2 The Authority requires access to the database for a one (1) year period, commencing on the 26th of September 2018. There will be an option to extend the Contract for a further one (1) year term.

6. THE REQUIREMENT

- 6.1 The Authority requires Potential Providers to submit pricing for access to their database of public and third sector contacts. The Authority requires access for a maximum of ten (10) people at the locations identified at Section 21 – Location.
- 6.2 The database should provide access to contacts within the Authority's target audience. The Authority's target audience is as follows;
- 6.3 Sectors:
 - 6.3.1 Local Government;
 - 6.3.2 Health (NHS Trusts, Ambulance Trusts, CCGs);
 - 6.3.3 Schools and Academies including multi-academy trusts;
 - 6.3.4 Colleges of Further Education and Universities;

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- 6.3.5 Devolved Administrations;
 - 6.3.6 Police Forces;
 - 6.3.7 Fire and Rescue;
 - 6.3.8 Housing Associations;
 - 6.3.9 Charities and;
 - 6.3.10 Central Government including arm's length bodies and executive agencies.
 - 6.4 Job Functions/Titles to include (but not be limited to);
 - 6.4.1 Procurement/Purchasing Leads/Managers (e.g. Commercial Directors, Commissioning/Procurement Managers and Head of Procurement);
 - 6.4.2 Finance Directors/Managers;
 - 6.4.3 Chief Executive Officers;
 - 6.4.4 Business/Office Managers (Schools and Charities only);
 - 6.4.5 Head Teachers (Schools only);
 - 6.4.6 HR Directors/Managers/Staffing Managers;
 - 6.4.7 IT Managers/Chief Technology Officers;
 - 6.4.8 Estates/Facilities Managers/Energy Managers;
 - 6.4.9 Marketing/PR/Communications Managers;
 - 6.4.10 Administration Managers;
 - 6.4.11 Legal Services Managers;
 - 6.4.12 Transport/Fleet Managers;
 - 6.4.13 Energy Managers and;
 - 6.4.14 Records Managers.
 - 6.5 Potential Providers' offerings will be required to provide the Authority with a way of storing database contacts, removing existing CCS contacts to avoid duplication, creating a suppression lists and managing updates to contacts throughout the Contract term.
 - 6.6 Potential Provider's offering should ensure that the Authority does not email contacts they do not want to reach or have already contacted in another way. The Potential Provider's offering should include a suppression list to eliminate deduplication against contacts.
-

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- 6.7 The Authority must have the ability to create and manage multiple segments. For example, the Authority must be able to identify all database contacts from a set of organisations that have been identified by the Authority to have bought from CCS frameworks within a specified period.
- 6.8 Potential Providers' offerings will be required to provide the Authority with a suitable email marketing tool that will enable direct emails to database contacts. The Authority will utilise this capability when sending content in bulk or individually to database contacts as part of mass marketing.
- 6.9 The Authority expect to deliver a maximum of four (4) emails per month to each database contact throughout the duration of the Contract.
- 6.10 Potential Providers' offerings should be fully customisable to enable the Authority's branding to be used. This will ensure consistency and clarity that the content is being sent by CCS.
- 6.11 Potential Providers' offerings should provide the Authority with the ability to monitor and analyse the success of the campaigns including delivery rates, bounce rates, open rates and click through rates.
- 6.12 To ensure the Authority is receiving a database of high quality data, the successful Supplier should meet the following Service Level Agreement;
- 6.12.1 An average delivery rate of 95% of data used;
- 6.12.2 Hard bounce rate of less than 10% of data used.
- 6.13 Potential Providers' offerings should allow for automation so that the Authority can re-target contacts based on their response to earlier emails. The tool should assess whether the contact previously clicked a specific link or did not open an email to make a judgement on what new content they should receive.
- 6.14 Where there is planned downtime of successful Supplier's offering (including the email tool) the Authority require notification at least five (5) working days in advance.
- 6.15 Where unplanned downtime is experienced, the Authority require notification within one (1) hour of the issue being identified with a minimum of daily updates until the issue has been rectified.
- 6.16 As well as access to the database, the Authority require training of the successful Supplier's offering. Training will be for a maximum of ten (10) people using the email marketing tool and the system for holding the list and developing segments. The training may be delivered on the Authority's site or off site, or via a video/telephone conference. All costs associated with this training are to be included within a completed Appendix E – Price Schedule.
- 6.17 Following the award of the Contract, the Authority will complete a face-to-face meeting with the successful Supplier to discuss actions going forward. Further details can be found under Section 9 – Reporting.

7. KEY MILESTONES

- 7.1 The Potential Provider should note the following project milestones that the Authority will measure the quality of delivery against:

Milestone	Description	Timeframe
1	Successful Supplier to provide evidence of Cyber Essentials accreditation, GDPR compliance and completion of Non-Disclosure Agreement;	Within two (2) weeks of Contract Award.
2	Successful Supplier to complete removal of existing CCS contact from database;	Within two (2) weeks of Contract Award.
3	Successful Supplier to provide the Authority with the training identified within section 6.15;	Within three (3) weeks of Contract Award.
4	Successful provision of Authority access to the successful Supplier's public sector contacts database;	26 th of September 2018.

8. AUTHORITY'S RESPONSIBILITIES

- 8.1 The Authority shall be responsible for completing the following:

- 8.1.1 Appoint a dedicated point of contact to liaise with the successful Supplier;
- 8.1.2 Confirm delivery and training details with the successful Supplier and;
- 8.1.3 Confirm acceptance of successful delivery of the requirement.

9. REPORTING

- 9.1 Following the award of this Contract, the Authority and successful Supplier will complete a face-to-face meeting with the successful Supplier to discuss actions going forward. This will be held either at the successful Supplier or the Authority's premises, or via a video/telephone conference call.
- 9.2 Progress reports will be required on a quarterly basis in written format by email or an alternative agreed format. The quarterly progress reports should provide the Authority will an update on data, volumes and performance levels. The reports should be accompanied by regular informal discussion via telephone on a minimum of monthly intervals.

10. VOLUMES

- 10.1 As identified within section 6 – The Requirement, the Authority require access to the database and training for ten (10) users.

11. CONTINUOUS IMPROVEMENT

- 11.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

- 11.2 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

12. SUSTAINABILITY

- 12.1 Not Applicable.

13. QUALITY

- 13.1 Potential Providers will be expected to demonstrate how they meet all requirements identified within this document, including timescales, as part of their response to the Appendix D – Response Guidance.

14. PRICE

- 14.1 Potential Providers should set out the number of Contacts they have in each sector and job function/title as set out within Section 6 – The Requirement. Costs should be provided for the following activities:
- 14.1.1 Providing access to the Authority as an organisation and individual contacts for an initial period of one (1) year (including any updating of the Authority's contact on a multiple use basis);
 - 14.1.2 Providing access to the Authority as an organisation and individual contacts for the additional one (1) year extension should the option to extend be taken up. Pricing for the extension option must remain firm for the total contract term;
 - 14.1.3 Providing use and training of the Supplier's email tool (including any license costs) to distribute campaigns. Prices should be based on a maximum of four (4) email campaigns to each contact per month;
 - 14.1.4 Any additional costs associated with Contract (e.g. deduping of Contacts, installation/delivery).
- 14.2 The Price Evaluation will be based on costs for the total contract term (including extension options).
- 14.3 The decision of how many contacts the Authority will purchase will be based on affordability.
- 14.4 The price evaluation will seek to achieve a total score following the consideration of the following cost elements:
- 14.4.1 **Cost Element One (1):** Up to 80,000 Contacts (Including all other costs) will be worth 60% of the overall weighting;
 - 14.4.2 **Cost Element Two (2):** Up to 90,000 Contacts (Including all other costs) will be worth 20% of the overall weighting;
 - 14.4.3 **Cost Element Three (3):** Up to 100,000 Contacts (Including all other costs) will be worth 20% of the overall weighting.

- 14.5 Potential Providers must ensure that they submit pricing for all cost elements. The weightings per element will be combined to achieve the overall price weighting.
- 14.6 Potential Providers must include a cost for all cost elements up to 100,000 contacts identified within the Appendix E – Price Schedule.
- 14.7 Where there is budgetary availability to do so, the Authority reserves the right to award a contract based on any of the cost elements (1, 2 and 3) listed within section 14.4.
- 14.8 Potential Providers must submit their pricing within a completed Appendix E – Price Schedule. Prices must remain firm and valid for a period of thirty (30) days following the bid submission deadline. Once the Contract has been awarded, the successful Supplier's pricing for the option to extend must remain valid throughout the initial one (1) year period of the contract.

15. STAFF AND CUSTOMER SERVICE

- 15.1 The Authority requires the Potential Provider to provide a sufficient level of resource throughout the duration of the Database Access for Public Sector Contact Details Contract in order to consistently deliver a quality service to all Parties.
- 15.2 Potential Provider's staff assigned to the Database Access for Public Sector Contact Details Contract shall have the relevant qualifications and experience to deliver the Contract.
- 15.3 The Potential Provider shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

16. SERVICE LEVELS AND PERFORMANCE

- 16.1 The Authority will measure the quality of the Supplier's delivery by:

16.1.1

KPI/SLA	Service Area	KPI/SLA description	Target
1	Delivery Timescales	Successful provision of Authority access to the successful Supplier's public sector contacts database by the 26 th of September 2018;	100%
2	Service Delivery	Average delivery rate of data used throughout the Contract term;	95% or above
3	Service Delivery	Hard bounce rate of data used throughout the Contract term;	10% or less
4	Service Delivery	Notification of planned downtime at least five (5) working days in advance;	100%

5	Service Delivery	Notification of unplanned downtime within one (1) hour of the issue being identified;	100%
6	Service Delivery	Where unplanned downtime occurs, there should be a minimum of daily updates until the issue has been rectified;	100%
7	Service Availability	Availability of Service including the database and email tool.	98%

- 16.2 Where a Supplier fails the KPIs/SLAs listed above, the Authority will, in the first instance, seek a mutually agreeable resolution with the Supplier. However, if this is not possible, the Authority reserves the right to cancel the agreement and seek alternative supply from the next ranked Potential Provider identified during the procurement event.
- 16.3 The successful Supplier shall be required to provide a full incident report that describes the issues and identifies the causes. The successful Supplier will also be required to prepare a full and robust 'Service Improvement Action Plan' that sets out its proposal to remedy the service failure. The 'Service Improvement Action Plan' shall be subject to amendment following the performance review meeting and agreed by both parties prior to implementation.
- 16.4 It is the successful Supplier's sole responsibility to resolve any service failure issues that may occur, however, the Authority agrees to work with the Supplier to help resolve these issues.
- 16.5 Where the Supplier fails to provide a Service Improvement Plan or fails to deliver the agreed Service Improvement Plan to meet the requires KPIs as stipulated above, the Authority reserves the right to seeks early termination of the contract in accordance with the procedures set out in Annex C – Terms and Conditions for Goods.

17. SECURITY REQUIREMENTS

- 17.1 The successful Supplier will be expected to provide evidence of having Cyber Essentials or Cyber Essentials Plus accreditation before any exchange of data can take place. This will be required as part of the Mandatory Questionnaire within the Appendix D – Response Guidance.
- 17.2 During the life of the Contract, the Authority may share confidential, commercially sensitive or personal information with the successful Supplier for the sole purpose of delivering the Contract. Potential providers must ensure that there are robust systems. Procedures and checks in place to ensure the safety and security of any such information. Potential provides are required to demonstrate this within their response to Appendix D – Response Guidance.

18. INTELLECTUAL PROPERTY RIGHTS (IPR)

- 18.1 The Successful Supplier must assign full title guarantee to all Intellectual Property Rights for the products of the Service to the Authority. All data collected, reports

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produced, materials used and any other documentation associated with the delivery of the contract shall remain the property of the Authority for the duration of the Contract. Furthermore the Successful Supplier shall make available, at the request of the Authority, all such material to any other organisation on written instruction to do so from the Authority's Contract Manager.

19. PAYMENT

- 19.1 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 19.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 19.3 Payment will be made against a Purchase Order and the order number should be quoted on all invoices.
- 19.4 All invoices should be submitted to [REDACTED TEXT]

20. ADDITIONAL INFORMATION

- 20.1 Potential Providers are reminded to provide a formal PDF quotation on their official company letter headed paper, detailing any part/product numbers, as well as a completed Appendix E – Price Schedule.

21. LOCATION

- 21.1 The Authority will utilise the successful Supplier's products at their offices in London, Liverpool, Newport and Norwich.
- 21.2 The Authority's main office address is as follows;
 - 21.2.1 [REDACTED TEXT]

ANNEX 4 – SUPPLIERS RESPONSE

(As provided within the e-Sourcing event)

ANNEX 4(a) – BIP PROJECT PLAN SUPPLEMENT

[REDACTED TEXT]

ANNEX 4 (b) – CERTIFICATE OF COMPLIANCE

[REDACTED TEXT]

ANNEX 4 (c) – INFORMATION EXCHANGE AGREEMENT

[REDACTED TEXT]

ANNEX 4 (d) – LETTER HEADED QUOTATION

[REDACTED TEXT]

ANNEX 4 (e) – NON DISCLOSURE AGREEMENT

Mutual Non-disclosure Agreement

[REDACTED TEXT]

ANNEX 4 (f) – MANDATORY QUESTIONNAIRE

[REDACTED TEXT]





ANNEX 5 – CLARIFICATIONS

Not Applicable.

ANNEX 6 – ADDITIONAL TERMS & CONDITIONS

Schedule 1 - Call-Off Schedule 5 Schedule of Processing, Personal Data and Data Subjects

[REDACTED TEXT]

ANNEX 7 – CHANGE CONTROL FORMS

Contract Management Guidance – Template #10 CHANGE CONTROL FORM- General – v. 4

Contract Name:

Contract Ref. No.

[This is a template format for a Change Control Form, to be used for initiation and management of contract changes from change initiation to sign off. The change details and progress should be also captured in the central Change Control Register (#9). The form headings correlate to key stages in the change approval process. Not all the information listed under each stage will necessarily be needed for every contract and the content may need to be supplemented with contract-specific provisions. However all the stages need to be filled in and signed off before the change is regarded as complete.]

Before progressing the change from stage to stage always make sure that representatives signing the change on behalf of the customer, supplier and CCS have the authority to approve the scope and cost of the relevant change. Refer to CM Standards Change Control stage for further guidance]

[Guidance on how to fill in specific stages or the wording to be added in relation to each specific contract is put in square brackets and in Italics throughout the document]



Change

Change Control Process map: Management Process

CUSTOMER CHANGE NOTICE (CCN)

[insert summary of contractual provision/ process agreed with the supplier for contractual change control]

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Initiated by:

[name/ job title/ organisation]

CCN Reference:

*[unique ref. No., as recorded in
Change Control Register]*

Source of change:

[Customer/ CCS/ Supplier]

Date CCN
Raised by
relevant
party:

STAGE 1 - CUSTOMER

Summary of proposals/
requirements

This is a variation to the contract between the *[insert authority]* and *[insert supplier]*.

The Terms and Conditions of the Contract apply but with the following amendments:

Reason for change: *[change in customer requirements; savings initiative; change in law/
regulations etc]*

Proposed payment:

[lump sum/ ongoing payments]

Required delivery date, with rationale:

*[specify if there is a critical deadline by which the change needs to be
complete (e.g. specific event such as a scheduled date for opening of a new
office or government committee date)]*

Change authorised to
proceed to Stage 2
(Customer
organisation
representative)

Signature

Print Name & Position

Date

Change authorised to
proceed to Stage 2
(CCS representative):

Signature

Print Name & Position

Date

STAGE 2 – SUPPLIER

Comments/ Caveats on requested change

[e.g. proposed implementation route; conditions of delivery]

OFFICIAL



CAPITAL / IMPLEMENTATION COST		
Labour		
Materials		
Other Costs		
TOTAL:		
REVENUE COSTS (per annum)		
	Contract Base Rate	Current Contract Rate
Breakdown		
Breakdown		
Breakdown		
Breakdown		
TOTAL		
ABORTIVE COSTS:	<i>[Cost incurred if CCN is withdrawn. Delete this row if no abortive costs can be expected (e.g. supplier is unlikely to incur professional fees in costing and submitting a costed proposal)</i>	
<i>NB: Any abortive costs to be discussed with the customer before being incurred</i>		



Anticipated period from CCN being
authorised by customer to start of
related provision

Anticipated implementation period, if any

Signed (**Supplier
Representative**)
:

Print Name &
Position:

Date:

Change authorised
to proceed to Stage
4 (**CCS**):

Signature

Print Name & Position

Date

STAGE 3 - CLARIFICATIONS

[this stage is to be used if CCS/ customer organisation are not clear on or don't agree with the supplier's proposals for CCN implementation.]

Clarifications/ queries
to supplier regarding
their proposals:

Date:

Supplier Response

Date:

STAGE 4 - CUSTOMER CCN SIGN-OFF TO PROCEED TO IMPLEMENTATION

OFFICIAL



CCN Withdrawn:

[Yes/ no]

By signing below, unless CCN is withdrawn, the *[Customer / Authority, as defined in the contract]* agrees to pay the *[Supplier/ Contractor, as defined in the contract]* the costs detailed in Stage 2, by deadlines agreed with the supplier, or as defined in the contract.

Signed
(Customer
Representative

Print Name & Position

Date:

Change
authorised to
proceed to
implementation
(CCS):

Signature

Print Name & Position

Date:

STAGE 5 - CCN COMPLETION SIGN-OFF

I confirm that the *[works have been completed/ provision required under the CCN commenced]* in accordance with the customer requirements and supplier proposals in this CCN.

Date works have been
completed/ provision
required under the CCN
commenced:

Date Signed
by Customer:

Signed
(Customer
representative)

Print Name &
Position

OFFICIAL

Contract Management Guidance – Template #10
CHANGE CONTROL FORM- Extensions – v. 5

Contract Name:	XXXX	Contract Ref. No.	XXXX [Insert CCN Change Number]
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[This is a template format for a Change Control Form, to be used for initiation and management of contract changes from change initiation to sign off. The change details and progress should be also captured in the central Change Control Register (#9). The form headings correlate to key stages in the change approval process. Not all the information listed under each stage will necessarily be needed for every contract and the content may need to be supplemented with contract-specific provisions. However all the stages need to be filled in and signed off before the change is regarded as complete.]

Before progressing the change from stage to stage always make sure that representatives signing the change on behalf of the customer, supplier and CCS have the authority to approve the scope and cost of the relevant change. Refer to CM Standards Change Control stage for further guidance

[Guidance on how to fill in specific stages or the wording to be added in relation to each specific contract is put in square brackets and in Italics throughout the document]



Change

Management Process

Change Control Process map:

CLIENT CHANGE NOTICE (CCN)

[insert summary of contractual provision/ process agreed with the supplier for contractual change control]

Initiated by:

[name/ job title/ organisation]

CCN Reference:

[unique ref. No., as recorded in Change Control Register]

Source of change:

[Customer/ CCS/ Supplier]

Date CCN
Raised by
relevant
party:

STAGE 1 - CLIENT

Summary of proposals/
requirements :

Further to the current contract expiry date of *[insert date]* the *[insert contracting authority name]* wishes to take up the option of a *[insert extensions duration]* extension to *[insert new expiry date]* as per the *[Contract/ Agreement/ Call off]*.

The contract extension will be in line with the current contract terms and conditions and based upon the initial pricing schedule.

OFFICIAL



Proposed payment:	In line with the Terms and Conditions of Contract		
Required delivery date, with rationale:	[Contract current expiry date]		
Change authorised to proceed to Stage 2 (Customer organisation representative):	 Signature	 Print Name & Position	 Date
Change authorised to proceed to Stage 2 (CCS representative)	 Signature	 Print Name & Position	 Date
<u>STAGE 2 – SUPPLIER</u>			
Comments/ caveats on requested change:	[e.g. proposed implementation route; conditions of delivery]		
ABORTIVE COSTS :	[Cost incurred if CCN is withdrawn. Delete this row if no abortive costs can be expected (e.g. supplier is unlikely to incur professional fees in costing and submitting a costed proposal)]		
NB: Any abortive costs to be discussed with the client before being incurred			
Anticipated period from CCN being authorised by client to start of related provision			



[Supplier name, as appears in the contract] confirms that the costs identified above are the agreed figures that will be payable on CCN implementation

Signed (**Supplier Representative**):

Print Name & Position:

Date:

STAGE 3 – CLARIFICATIONS

[this stage is to be used if CCS/ customer organisation are not clear on- or don't agree with the supplier's proposals for CCN implementation.]

Clarification/ queries to
to supplier regarding
their proposals:

Date:

Supplier response

Date:

STAGE 4 - CUSTOMER CCN SIGN-OFF TO PROCEED TO IMPLEMENTATION

Variation Withdrawn

[Yes/No]

By signing below, unless CCN is withdrawn, the **[Client / Authority, as defined in the contract]** agrees to pay the **[Supplier/ Contractor, as defined in the contract]** the costs detailed in Stage 2, by deadlines agreed with the supplier.

Signed
(**Customer
Representative**)

Signature

Print Name & Position

Date

Change
authorised to
proceed to
implementation
(**CCS**):

Signature

Print Name & Position

Date

STAGE 5 - CCN COMPLETION SIGN-OFF

[This section doesn't need to be filled in, if the extension is granted on the same terms and based on same rates as the original contract]

I confirm that the **[works have been completed/ provision required under the CCN commenced]** in accordance with the customer requirements and supplier proposals in this CCN.

Date works have been
completed/ provision
required under the CCN
commenced:

Date Signed
by Customer:

Signed
(**Customer
representative**):

Print Name &
Position

OFFICIAL