

The Office of Communications

and

Steps Drama Learning Development Limited

Provision of Leadership Training for Hybrid Working

Index

Clauses

- 1 Interpretation
- 2 Services
- 3 Independent Contractor
- 4 Contract Term
- 5 Terms and Conditions
- 6 Contractor's Obligations
- 7 Other Activities
- 8 Tax Arrangements
- 9 Invoices and Payment
- 10 Insurance and Liability
- 11 Notices
- 12 General
- 13 Termination
- 14 Obligation on Termination

Annexes

- A Ofcom Standard Terms and Conditions of Contract for Services
- B Contract Price
- C Specification of Service
- D Contractor Proposal

This Contract is made on the 8 November 2021

Between:

- (1) **The Office of Communications**, established by the Office of Communications Act 2002, whose principal office is at Riverside House, 2a Southwark Bridge Road, London SE1 9HA ("**Ofcom**"); and
- (2) **Steps Drama Learning Development Limited**, (Company Number: 3042354) whose registered office is at C/O David Howard, 47 Queens Road, Weybridge, England, KT13 9UH ("**the Contractor**").

each a "Party" and together the "Parties".

Whereas:

Ofcom requires the provision of a Hybrid Working linked training initiative for its Senior Leadership Group of circa 270 people. The training will explore the challenges and potential opportunities of Ofcom's hybrid working trials and consequently the Future Ways of Working (FWOW) programme.

Now it is hereby agreed as follows:

1. Interpretation

The following definitions shall be used for interpreting this Contract:

"Commencement Date" shall have the meaning described in Clause 4 of this Contract;

"Contract" means this Contract, Ofcom Standard Terms and Conditions of Contract (Annex A); Contract Price (Annex B); and the Specification of Service (Annex C); and including any embedded links included therein;

"Contract Particulars" means this agreement (not including the Annexes);

"Contract Price" means the price determined in accordance with Clause 2 and set out in Annex B, exclusive of any Value Added Tax, payable by Ofcom to the Contractor under and subject to the terms of the Contract for the full and proper performance by the Contractor of the Services in accordance with the Contract;

"Deemed Employment" means an engagement to which Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 applies;

"Expiry Date" means the date set out in Clause 4.1;

"General Terms" means the Ofcom Standard Terms and Conditions of Contract for Services set out in Annex A;

"Goods" means the goods to be supplied by the Contractor to Ofcom (if applicable) in accordance with the Contract as described in the Specification of Service;

"Intermediary" means any organisation engaged by Ofcom in order to source the Contractor;

"Lead Contractor" means the individual that will hold primary responsibility on behalf of the Contractor to deliver the Services;

"SDS" means Status Determination Statement;

“Services” means the services to be provided by the Contractor to Ofcom (if applicable) in accordance with the Contract as described in the Specification of Service;

“Specification of Service” means the specification for the Goods and/or Services (as applicable) as specified in Annex C;

“Substitute” means a third party selected by the Contractor to provide the Services;

“Term” means the period commencing on the Commencement Date and expiring on the Expiry Date or, if earlier, the date of termination of the Contract;

“Worker” means any worker engaged by the Contractor or the Substitute for the purposes of providing the Services;

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

2 Services

- 2.1 Ofcom shall engage the Contractor and the Contractor shall provide the Services to Ofcom on the terms of the Contract. In consideration of the provision to Ofcom of the Services by the Contractor, Ofcom will pay to the Contractor the Contract Price. The Contract Price shall be payable in accordance with Annex B and in the case of a fixed price shall not exceed the stated total.
- 2.2 The Contractor shall provide the Services with all due care, skill, and ability and use its best endeavours to promote the interests of Ofcom.
- 2.3 The Contractor shall appoint a Lead Contractor to manage delivery of the Services.

3 Independent Contractor

- 3.1 In the performance of all Services hereunder, it is mutually understood and agreed that the Contractor shall be, and at all times is, acting and performing as an independent contractor in the performance of the Services. Ofcom shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform the Services required hereunder except as to the results of the Services. The Contractor shall complete the Services required hereunder according to its own means and methods of work which shall be in its exclusive charge and control.
- 3.2 Neither the Contractor, its officers, employees or agents nor any Substitute are (nor shall they be deemed to be) employees or agents of Ofcom in relation to the provision of the Services under the Contract and the Contractor shall represent itself only as an independent contractor.
- 3.3 Neither the Contractor, its officers, employees or agents nor any Substitute shall be entitled to any benefits from Ofcom in relation to the Services undertaken under this Contract, including health, death, disability, or any insurance benefits.
- 3.4 The Contractor acknowledges and agrees that, by reason of its status as an independent contractor, Ofcom shall not have any obligation or liability whatsoever to the Contractor, any Substitute or the Contractor’s officers and employees or the Contractor’s successors, assignees or creditors for any taxes required to be paid or any insurance or other benefits required to be provided in the United Kingdom or any other jurisdiction, including all taxes due on any monies paid to the Contractor pursuant to this agreement and all national insurance contributions. Ofcom may however be required to comply with any withholding requirement stipulated by legislation from time to time, as noted in Clause 8.

- 3.5 This Contract shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between Ofcom and the Contractor other than the contractual relationship expressly provided for.
- 3.6 This Contract constitutes a contract for the provision of services and not a contract of service or employment and so the Contractor shall be fully responsible for and shall indemnify Ofcom or any Group Company for and in respect of:
- (a) any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim (including all costs, expenses and any penalty, fine or interest incurred or payable by Ofcom in connection with or in consequence of any such liability, deduction, contribution, assessment or claim) arising from or made in connection with either the performance of the Services or any payment or benefit received by the Contractor in respect of the Services delivered using the Substitute provided that such recovery is not prohibited by law and has not arisen out of Ofcom's negligence or wilful default;
 - (a) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Substitute against Ofcom arising out of or in connection with the provision of the Services;
 - (b) any liability arising from the employment or termination of employment of the Substitute or other employees of the Contractor or any transfer to Ofcom of the employment of the Substitute or other employees of the Contractor or liabilities arising out of their employment or its termination pursuant to or by virtue of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or any claim that their employment or such claims or liabilities so transfer; and/or
 - (c) any liability arising from a claim, demand or action by the Substitute that Ofcom or the Contractor has breached its or their obligations under the Agency Workers Regulations 2010.
- 3.7 Ofcom may at its option satisfy such indemnity (in whole or in part) by way of deduction from payments due to the Contractor, subject to the application of any tax withholding obligations as noted in Clause 8.

4 Contract Term

- 4.1 The Contract shall commence on the date of last signature (the “**Commencement Date**”) and shall, subject to any provisions for earlier termination, expire on 31 October 2022 (the “**Expiry Date**”) or on Ofcom giving to the other not less than **28 working days** prior written notice.
- 4.2 not used
- 4.3. The Services shall be performed by such officers, employees or agents of the Contractor as the Contractor may choose provided that the Contractor shall provide oversight of and be responsible for the Services.
- 4.4 Notwithstanding any other term in this Contract, the Contractor may from time to time use a Substitute to provide the Services. The provision of the Services by any Substitute is conditional upon the Contractor warranting that the Substitute has the relevant experience required to provide the Services to Ofcom and upon receiving Ofcom’s prior written consent to use of such Substitute. The Contractor will take reasonable steps to avoid changing the Substitute assigned to provide the Services, but Ofcom acknowledges that the Contractor reserves the right to choose any Substitute it considers meets these requirements.

- 4.5 If Ofcom reasonably considers that the performance of any Substitute is unsatisfactory, Ofcom shall notify the Contractor of such unsatisfactory performance and the Contractor shall remove such Substitute with immediate effect (or within a timescale advised to them by Ofcom in the notice) and, where required to do so by Ofcom, shall replace such Substitute with another Substitute. In such circumstances, the Contractor shall not be entitled to receive any payment in respect of (i) the Services provided by the Substitute who is the subject of such notification or (ii) for any duplication of work undertaken.
- 4.6 For the avoidance of doubt, where a Substitute is used to deliver the Services then Ofcom will continue to make any payments of the Fee (defined in Schedule B) directly to the Contractor and the Contractor will be responsible for any financial arrangements with the Substitute and for the actions of the Substitute. Ofcom will have financial recourse to the Contractor should the Substitute cause Ofcom any Loss. The Contractor and Ofcom agree that any Substitute shall provide the Services at locations as the Contractor considers appropriate.
- 4.7 For the avoidance of doubt, no Fee shall be payable in respect of any period during which the Services are not provided.
- 4.8 The Contractor shall be liable for the acts or omissions of any Substitute as if they were the act or omission of the Contractor and use of a Substitute shall not in any way relieve the Contractor of its obligations under this Contract.

5 Terms and Conditions

5.1 In the event of any inconsistency or ambiguity the following order of precedence shall apply:

- (a) this Contract;
- (b) the Contract Price (Annex B);
- (c) the Specification of Service (Annex C); and
- (d) the General Terms (Annex A);

save that if the inconsistency or ambiguity relates to any matter concerning the processing of Personal Data (as defined in Annex A), the provisions of Annex A shall take precedence.

5.2 The Contractor's standard terms and conditions of business shall not apply to this Contract.

6 Contractor's Obligations

The Contractor shall provide the Services to the satisfaction and requirements of Ofcom in accordance with this Contract as well as any additional instructions received from Ofcom.

7 Other Activities

7.1 Nothing in this Contract shall prevent the Contractor or any Substitute from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation during the Term provided that:

- (a) such activity does not cause a breach of any of the Contractor's obligations under this Contract;
- (b) such activity is not in any way competitive with the business of Ofcom; and
- (c) the Contractor shall give priority to the provision of the Services to Ofcom over any other business activities undertaken by the Contractor during the Term.

8 Tax Arrangements

8.1 Where either the Contractor, any Substitute and/or any Worker is liable to be taxed in any jurisdiction in respect of consideration received under this Contract and/or is liable for any income tax and/or social security contributions in respect of that consideration, the Contractor, Substitute and/or Worker (as applicable) shall at all times comply with all statutes and regulations relating to income tax and/or social security (as may be amended from time to time) in respect of that consideration.

8.2 The Contractor shall indemnify Ofcom against all costs, expenses, penalties, fines or interest incurred or payable by the Contractor in connection with or in consequence of any such liability, deduction, contribution, assessment or claim including any failure to make an appropriate withholding of tax and or social security by an Intermediary in accordance with Clauses 8.8 and 8.9 below.

8.3 If the Contractor is registered as a corporate entity in the UK, Ofcom will review the Services provided under this Contract to determine the employment status of the Lead Contractor, Substitute and/or Worker (as applicable) to see if the off-payroll working rules apply. Ofcom will issue the Contractor with a SDS setting out its decision as to whether it considers the Services provided by the Lead Contractor, Substitute or Worker are considered to be Deemed Employment, or conversely the Services are not considered to be Deemed Employment.

- 8.4 If Ofcom concludes that the position is:
- (a) one of Deemed Employment, and the Contractor has been sourced directly by Ofcom or is paid directly by Ofcom where sourced by an Intermediary, then Ofcom shall make an appropriate withholding of tax and social security from any payments of the Fees due under this Contract; or
 - (b) not one of Deemed Employment, no deductions will be made.
- 8.5 Ofcom reserves the right to revisit this review if it considers the nature of the Services provided under this Contract (or the circumstances surrounding the delivery of the Services) has or may change.
- 8.6 Where the Contractor disagrees with the decision reached by Ofcom, the Contractor may appeal to Ofcom within 45 days of the issue of the SDS. On receipt of an appeal Ofcom will review its decision and advise the Lead Contractor accordingly. For the avoidance of doubt, Ofcom will not accept an appeal from a Substitute or Worker, but the Lead Contractor may submit an appeal on their behalf. Please note if Ofcom considered the position is one of Deemed Employment, the withholding requirements set out in clause 8.4 will continue to apply to any payments whilst the appeal is being considered.
- 8.7 If Ofcom has sourced the Contractor via an Intermediary and makes payment of the Fees via that Intermediary, a copy of the SDS will also be issued to the Intermediary, as well as providing a copy of the SDS to the Contractor. If there is more than one Intermediary in a payment chain between Ofcom and the Contractor, then the SDS should be passed down the payment chain to the Intermediary that is the last connection in the payment chain to the Contractor.
- 8.8 Where Ofcom has concluded that the position is one of Deemed Employment and the Contractor has been sourced via an Intermediary and Ofcom makes payment of the Fees via that Intermediary then Ofcom will make payment of the Fees to the first (or only) Intermediary on a gross basis. The Intermediary, or if there is more than one Intermediary in the payment chain, the last Intermediary in the payment chain to the Contractor, shall be responsible for making an appropriate withholding of tax and social security from any payments of the Fees it receives, before that payment is passed to the Contractor.
- 8.9 If the Contractor is not registered as a corporate entity in the UK, Ofcom will review the Services provided under this Contract to determine the employment status of the Lead Contractor, Substitute and/or Worker (as applicable) to see whether any withholding for tax or social security is required. If this is the case, Ofcom will advise the Lead Contractor accordingly.
- 8.10 Ofcom may, at any time during the Term, require the Lead Contractor, any Substitute and/or Worker (as applicable) to provide information which demonstrates how the Lead Contractor, Substitute and/or Worker complies with Clause 8.1 or why Clause 8.1 does not apply to it. Where Ofcom requires such information, the Contractor, Substitute and/or Worker shall provide the requested information within the period specified by Ofcom.
- 8.11 Ofcom may terminate this Contract by written notice with immediate effect if:
- (a) the Contractor and/or Substitute or Worker fails to provide information in response to the request at Clause 8.3: (i) within a reasonable time, or; (ii) where the request specified a time period within which information was to be provided, within that specified time period;
 - (b) the Contractor and/or Substitute or Worker provides information which is inadequate to demonstrate either how the Contractor and/or Substitute or Worker complies with Clause 8.1 or why those Clauses do not apply to it; or

- (c) it receives information which demonstrates that, at any time when Clause 8.1 applies to the Contractor and/or Substitute or Worker, the Contractor and/or Substitute or Worker is not complying with that Clause.

8.12 Ofcom may supply any information which it receives under Clause 8.3 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

8.13 The Contractor shall, and shall procure that the Lead Contractor shall, promptly give to Ofcom all such information and documentation as it may reasonably require from time to time in order for Ofcom to determine whether the engagement is or will be Deemed Employment and, if Ofcom does so determine, in order to comply with any obligation on it to deduct tax or national insurance contributions from the Fees. The Contractor shall, and shall procure that the Lead Contractor shall, promptly inform Ofcom of any material change to any information or documentation previously provided in compliance with this clause and shall also promptly provide any other information or documentation that it considers (or ought reasonably to consider) to be materially relevant to determining whether the engagement is Deemed Employment.

9 Invoices and Payment

Ofcom shall pay the Contract Price in accordance with the General Terms relating to valid VAT invoices and payment.

10 Insurance and Liability

10.1 The Contractor shall notify the insurers of Ofcom's interest and shall cause the interest to be noted on any insurance policies together with a provision to the effect that, if any claim is brought or made by Ofcom against the Contractor or substitute in respect of which the Contractor would be entitled to receive indemnity under any of the insurance policies, the relevant insurer will indemnify Ofcom directly against such claim and any charges, costs and expenses in respect of such claim. If the relevant insurer does not so indemnify Ofcom, the Contractor shall use all insurance monies received by him to indemnify Ofcom in respect of any claim and shall make good any deficiency from his own resources.

10.2 The Contractor shall procure that the Substitute and any Worker shall comply with all terms and conditions of any insurance policies at all times. If cover under any insurance policies shall lapse or not be renewed or be changed in any material way or if the Contractor is aware of any reason why the cover under any insurance policies may lapse or not be renewed or changed in any material way, the Contractor shall notify Ofcom without delay.

11 Notices

11.1 Except as otherwise stated in this Contract, all notices or other communications to be given by one Party to the other Party shall be made in writing by hand-delivered, recorded first class letter or by email. In all such cases, the letter or email shall be sent to the address set out below or to such other address as a Party may specify to the other Party for such purpose by notice:

- (a) Office of Communications:

Riverside House
2a Southwark Bridge Road
London SE1 9HA

Tel: 020 7981 3600

For the attention of the Liaison Officer – REDACTED
A copy shall be sent to the Head of Commercial, REDACTED

(b) The Contractor:

Us& Co
Burford Road
London
E15 2ST
Tel: 020 7403 9000

For the attention of the Contractor's Representative – REDACTED

11.2 A notice shall be deemed to be duly given or made in the case of a hand-delivered letter on delivery and in the case of a letter sent by recorded first class mail the next Working Day after posting.

11.3 This provision shall not apply to the service of any proceedings or other documents in any legal action.

12 General

12.1 The Contractor hereby undertakes and covenants, at its own cost, to do all such further acts and execute or procure the execution of all such further documents and instruments as Ofcom may require from time to time to vest or further assure to Ofcom (and all of its licensees, assigns and successors in title) the full benefit of the rights expressed to be assigned and granted to Ofcom under this Contract.

12.2 No failure or delay by either Party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No waiver shall be effective unless it is communicated to the other Party in writing. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy and a waiver of any right or remedy arising from a breach of this Contract shall not constitute a waiver of any right or remedy arising from any other breach of this Contract.

12.3 If any provision of this Contract is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else in this Contract shall continue in full force and effect.

12.4 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

12.5 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract.

12.6 Each party agrees that it shall have no claim for innocence or negligent misrepresentation based on any statement in this Contract.

12.7 Save where the Contract provides otherwise, nothing in the Contract shall prejudice any condition or warranty (express or implied) or right or remedy to which Ofcom is entitled in relation to the Goods and/or Services (as applicable) under statute and/or common law.

13 Termination

- 13.1 Notwithstanding the provisions of clause 4.1 and any other rights of termination set out in the Contract, Ofcom may terminate the Contract with immediate effect and without any liability to make any further payment to the Contractor (other than in respect of amounts accrued before the date of termination) if at any time:
- (a) the Contractor, Substitute and/or any Worker commits any gross misconduct affecting the business of Ofcom;
 - (b) the Contractor, Substitute and/or any Worker commits any serious or repeated breach or non-observance of any of the provisions of this Contract or refuses or neglects to comply with any reasonable and lawful directions of Ofcom;
 - (c) the Contractor, Substitute and/or Worker is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
 - (d) the Contractor, in the reasonable opinion of the Ofcom, is negligent or incompetent in the performance of the Services;
 - (e) the Contractor is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of eight weeks in the term of this Contract, and a suitable Substitute or Worker cannot be found; or
 - (f) the Contractor, Substitute and/or any Worker commits any fraud or dishonesty or acts in any manner which in the opinion of Ofcom brings or is likely to bring the Substitute or Worker, the Contractor or Ofcom or any Group Company into disrepute or is materially adverse to the interests of Ofcom or any Group Company.
- 13.2 The rights of Ofcom under clause 13.1 are without prejudice to any other rights that it might have at law to terminate the Contract or to accept any breach of this Contract on the part of the Contractor as having brought the Contract to an end. Any delay by Ofcom in exercising its rights to terminate shall not constitute a waiver of these rights.

14 Obligations on Termination

- 14.1 On the Expiry Date or (if earlier) the date of termination of the Contract, the Contractor shall, and shall procure that any Substitute and/or Worker shall:
- (a) Unless otherwise directed by Ofcom, irretrievably delete any information relating to the business of Ofcom stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its or their possession or under its or their control outside the premises of Ofcom; and
 - (b) provide a signed statement that it or they have complied fully with their obligations under this clause 14.

The Parties agree to the terms of this Contract:

Signed by
duly authorised for and on behalf of
Office of Communications

Name

Signature

Title.....

Date

Signed by
duly authorised for and on behalf of
Steps Drama Learning Development Limited

Name

Signature

Title.....

Date

ANNEX A

OFCOM STANDARD TERMS AND CONDITIONS OF CONTRACT FOR SERVICES

1. Definitions and Interpretation

(1) In these terms and conditions of contract for services ("Conditions"):

"Anti-Bribery and Corruption Module" means Ofcom's anti-bribery and corruption e-learning module;

"Background" means IP not created in the course of work under this Contract;

"Business Day" means any day of the week which is not a Saturday, Sunday or any bank holiday in the United Kingdom;

"Confidential Information" means all information in whatever form obtained by the Contractor from Ofcom relating to and connected with the Contract and the Services, including but not limited to the Contract itself and the provisions of the Contract;

the "Contract" means the main body of the contract and includes the Contract Price, Specification of Service and the Contractor Proposal as annexed to the main body of the contract;

"Contract Number" means the reference number on the front page of the main body of the Contract, if applicable;

the "Contractor" means the person who agrees to supply the Services and includes any person to whom all or part of the Contractor's obligations are assigned pursuant to Condition 3;

"Contractor Foreground" means that part of the Foreground which is not Ofcom Foreground;

"the Contract Price" means the price agreed in respect of the Services, excluding expenses and any Value Added Tax set out in the main body of the Contract or otherwise in writing by Ofcom;

"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 Contract;

"Controller", "Processor", "Data Subject", "Personal Data Breach" has the meaning given in the Data Protection Act 2018;

"Data Protection Legislation" means, for the periods for which they are in force, the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 or otherwise relating to data protection, including the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, in each case as amended or substituted from time to time;

"Deliverable" means the or (as the case may be) each item deliverable to Ofcom under this Contract together with any information and any computer software necessary to access a Deliverable;

"Deliverable Contractor Background" means Background owned by the Contractor and incorporated in a Deliverable or required to Use a Deliverable;

"Foreground" means all IP created in the course of work under this Contract;

“IP” means intellectual property and comprises inventions, models, prototypes and other articles, know-how, information, trade secrets, designs, reports and other written material, drawings, semiconductor mask works, database material, computer software and associated documentation and information;

“IPR” means intellectual property rights and comprises legal protection for and rights in IP under laws relating to patents, petty patents design rights (whether registrable or not) trademarks, service marks, copyright, database right and semi-conductor chip protection, semi-conductor topography right, together with other legal rights associated therewith arising under common law, trade secret law and competition law in any country, including but not limited to, the United Kingdom;

“Liability” means costs, claims, demands, liabilities, expenses, damages or losses (including any direct or indirect financial loss, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses);

“Ofcom” means the Office of Communications established by the Office of Communications Act 2002;

“Ofcom Background” means Background owned by Ofcom;

“Ofcom Foreground” means all Foreground other than intellectual ideas, methodologies, designs, know-how and computer software provided that these are not specified to be a Deliverable;

“Ofcom Premises” means any land or buildings or premises owned or occupied by Ofcom;

“Ofcom Property” means anything issued or otherwise furnished in connection with the Contract by or on behalf of Ofcom, including but not limited to information, schedules, documents, papers and other materials provided in whatever form;

“Ofcom Purposes” means each and every purpose for which Ofcom was established as amended from time to time to enable Ofcom to carry out additional responsibilities assigned to it;

“Personal Data” means the personal data (as defined in the Data Protection Legislation) which relates to or originates from Ofcom, or any of Ofcom’s employees, contractors or customers and which is processed by or on behalf of the Contractor under this Agreement;

“Relevant Claim” means a claim against, or notification of an intention to make a claim against, either the Contractor or Ofcom which may reasonably be considered as likely to give rise to a liability under the indemnity in Condition 25.8;

the “Services” means the services to be supplied under the Contract;

“Third Party Background” means Background not owned by Ofcom or the Contractor;

“Specified Purpose” means for the purpose of providing the Services as set out in this Contract and as more specifically detailed in Schedule 1;

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

“Use” means use, sub licence, transfer, exploit, transfer physically, disclose to the public free of charge and without time limit.

(2) The interpretation and construction of the Contract shall be subject to the following provisions:

- (a) a reference to any statute, enactment, order, regulation or similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as subsequently amended or re-enacted;

- (b) the headings in these Conditions are for ease of reference only and shall not affect the interpretation or construction of the Contract;
- (c) references to "person", where the context allows, includes an individual, firm, company corporation or an unincorporated association;
- (d) a reference to writing or written does not include fax or email.

2. Acts by Ofcom

- (1) Any decision, act or thing which Ofcom is required or authorised to take or do under the Contract may be taken or done by any person so authorised, either generally or specifically, by Ofcom.
- (2) Nothing in this Contract shall have the effect of making the Contractor the agent or employee of Ofcom.

3. Assignment and Sub-contracting

- (1) The Contractor shall not give, bargain, sell, deal, mortgage, charge, declare a trust over transfer, assign, sub-contract or otherwise dispose of the Contract or any part thereof (or purport to do any of the foregoing) without the previous agreement in writing of Ofcom.
- (2) The Contractor shall not use the services of self-employed individuals in connection with the Contract without the previous agreement in writing of Ofcom.
- (3) Subject to Conditions 3(1) and 3(2) if the Contractor uses a sub-contractor for the purpose of performing the Services or any part of it, the Contractor shall include in the relevant contract:
 - (a) a provision which requires the Contractor to pay for those goods or services within 30 days of the Contractor receiving a correct invoice from the sub-contractor; and
 - (b) provisions having the same effect as Condition 6.
- (4) The Contractor shall be responsible for the acts and omissions of any sub-contractors as if they were its own.
- (5) Ofcom may at any time give, bargain, sell, deal, mortgage, charge, declare a trust over transfer, assign, sub-contract or deal in any other manner with any or all of its rights under this Contract.

4. Ofcom Property

- (1) All Ofcom Property shall remain the property of Ofcom and shall be provided and used by the Contractor solely for the purpose of performing its obligations under the Contract and for no other purpose whatsoever except with the prior agreement in writing of Ofcom.
- (2) All Ofcom Property shall be deemed to be in good condition when received by or on behalf of the Contractor unless he notifies Ofcom to the contrary within 14 days or such other time as is specified in the Contract.
- (3) The Contractor undertakes to return any and all Ofcom Property upon the Contract ending (howsoever terminated) or on any earlier request by Ofcom.
- (4) The Contractor shall, except as otherwise provided for in the Contract, repair or replace or, at the option of Ofcom, pay compensation for all loss, destruction or damage occurring to any Ofcom Property caused by the acts or omissions of the Contractor, or by its employees, agents or sub-contractors, whether or not arising from their performance of the Contract and wherever occurring

(5) Condition 4(4) shall not apply where the Contractor is able to show that any such loss, destruction or damage was not caused or contributed to by its negligence or default or the neglect or default of its employees, agents, or sub-contractors.

5. Severability

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Contract.

6. Confidentiality

(1) The Contractor agrees not to disclose any Confidential Information to any third party without the prior written consent of Ofcom. To the extent that it is necessary for the Contractor to disclose Confidential Information to its personnel, agents and sub-contractors, the Contractor shall ensure that such personnel, agents and sub-contractors are subject to the same obligations as the Contractor in respect of all Confidential Information.

(2) Condition 6(1) shall not apply to information which:

- (a) is or becomes public knowledge (otherwise than by breach of the Contract or these Conditions);
- (b) is in the possession of the Contractor, without restriction as to its disclosure, before receiving it from Ofcom;
- (c) is required by law to be disclosed.

(3) The obligations contained in this Condition shall continue to apply for a period of five years after the expiry or termination of the Contract.

(4) The Contractor shall not handle or examine or use or remove from Ofcom's Premises any Ofcom Property or any other document or thing which relates to Ofcom's functions or activities without the prior written consent of Ofcom.

(5) Except with the prior consent in writing of Ofcom, the Contractor shall not make use of the Contract or any Confidential Information otherwise than for the purposes of carrying out the Services.

(6) All Confidential Information shall be the property of Ofcom and on termination of the Contractor or at Ofcom's request at any time, the Contractor shall:

- (a) hand back all Confidential Information to Ofcom;
- (b) irretrievably delete any Confidential Information stored on its computer systems (to the extent possible);
- (c) require its personnel, agents and/or sub-contractors to irretrievably delete any Confidential Information stored on any magnetic or optical disk or memory, personal computer networks, personal e-mail accounts or personal accounts on website, and all matter derived from such sources which is in their possession (to the extent possible); and
- (d) provide a signed statement that it has complied fully with its obligations under this Condition 6(6).

7. Amendments and Variations

No amendment or variation to the terms of the Contract shall be valid unless previously agreed in writing between Ofcom and the Contractor.

8. Invoices and Payment

- (1) The Contractor shall submit invoices at times or intervals specified by Ofcom in the main body of the Contract or otherwise. The Contractor shall ensure that any invoice it submits sets out the Ofcom purchase order number, Contract Number, if applicable, the Contract Price and, where not all of the Services have been completed, the relevant part of the Contract Price with an appropriate breakdown of time worked, the part of the Services completed (if all the Services have not been completed) and period to which the invoice relates, its confirmation that the Services (or relevant part of the Services referred to on the invoice) have been fully performed and any additional supporting documentation that Ofcom reasonably require.
- (2) In consideration for the provision of the Services by the Contractor, Ofcom shall pay the Contract Price after receiving a correctly submitted invoice as set out in Condition 8(1). Such payment shall normally be made within 30 days of receipt of the correctly submitted invoice. Payment shall be made to the bank account nominated in writing by the Contractor.
- (3) The Contractor shall not be entitled to charge for the provision of any services that are not part of the Services agreed within the Contract, unless the Contract has been properly varied in advance in accordance with Condition 8.
- (4) Ofcom may reduce, set-off, deduct or withhold payment in respect of any Services that the Contractor has either failed to provide or has provided inadequately, without prejudice to any other rights or remedies of Ofcom.
- (5) The Authority shall accept and process for payment an electronic invoice submitted for payment by the Supplier where the invoice is undisputed and where it complies with the standard on electronic invoicing.
- (6) For the purposes of Condition 8(5), an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU)2017/1870.
- (7) Electronic invoices must be sent via email to payables@ofcom.org.uk. If sending a paper invoice it must be sent to Finance Operations, Ofcom, Riverside House, 2a Southwark Bridge Road, London SE1 9HA.

9. Accounts

- (1) The Contractor shall keep full and proper accounts, records and vouchers relating to all expenditure reimbursed by Ofcom and all payments made by Ofcom in respect of the Services.
- (2) The Contractor shall permit Ofcom by its officers, employees, agents, advisers, independent auditor or other person duly authorised by Ofcom on request and at all reasonable times to examine all accounts, records and vouchers at the offices of the Contractor or at such other places as Ofcom shall direct, and to take copies of such accounts, records and vouchers and the Contractor shall provide Ofcom or its independent auditor with such explanations relating to that expenditure as Ofcom may request.
- (3) The Contractor shall ensure that the said accounts, records and vouchers are available for a period of two years after termination or expiry of the Contract.

10. Recovery of Sums Due

- (1) Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor, such sum may be deducted from any amount then due from Ofcom, or which at any time thereafter may become due, to the Contractor under the Contract or any other agreement or arrangement with Ofcom.
- (2) Any over-payment by Ofcom to the Contractor whether in respect of the Contract Price or Value Added Tax shall be a sum of money recoverable from the Contractor pursuant to Condition 10(1) above or otherwise.

11. Value Added Tax

- (1) Ofcom shall pay to the Contractor, in addition to the Contract Price, a sum equal to any Value Added Tax chargeable on the value of the Services in accordance with the Contract.
- (2) The Contractor shall, if so requested by Ofcom, furnish such information as may reasonably be required by Ofcom relating to the amount of Value Added Tax chargeable on the Services.

12. Provision of the Services

- (1) The Contractor shall provide the Services in accordance with and as specified in the Contract to the satisfaction of Ofcom. Ofcom shall have the power to inspect and examine the performance of the Services on Ofcom's premises and at the Contractor's premises at any reasonable time or, provided that Ofcom gives reasonable notice to the Contractor, at any other premises where any part of the Services is being performed.
- (2) If Ofcom informs the Contractor that Ofcom considers all or any part of the Services to be inadequate or in any way differing from the Services required under the Contract, and this is other than as a result of default or negligence on the part of Ofcom, then the Contractor shall at its own expense re-schedule and re-perform the Services correctly within such reasonable time as may be specified by Ofcom.
- (3) If the performance of the Contract by the Contractor is delayed by reason of any act on the part of Ofcom or by industrial dispute (other than by an industrial dispute occurring within the Contractor's or its sub-contractor's organisations) or any other cause which the Contractor could not have prevented because they were events beyond its reasonable control then the Contractor shall be allowed a reasonable extension of time for completion to be determined by Ofcom. For the purposes of this Condition, the Contractor will be deemed to have been able to prevent causes of delay that are within the reasonable control of the Contractor's personnel, agents and sub-contractors.
- (4) Where stated in the Contract timely provision of the Services shall be of the essence of the Contract, including in relation to commencing the provision of the Services within the time agreed or on a date specified by Ofcom. If the Contractor fails to meet any deadlines, then (without prejudice to Ofcom's right to terminate this Contract and any other rights it may have), Ofcom may:
 - (a) refuse to accept any subsequent performance of the Services of the Contractor which the Contractor attempts to make;
 - (b) purchase substitute services from elsewhere and reclaim from the Contractor any additional costs incurred as a result of procuring such services from a third party instead of the Contractor;
 - (c) hold the Contractor accountable for any loss and additional costs incurred; and
 - (d) have any sums previously paid by Ofcom to the Contractor in respect of the affected Services refunded by the Contractor.
- (5) The Contractor warrants that it shall provide the Services with all due skill, care and diligence, and in accordance with good industry practice.
- (6) The Contractor shall ensure that all goods, materials, standards and techniques in providing the Services are of the best quality and are free from defects in workmanship, installation and design.
- (7) The Contractor shall co-operate with Ofcom in all matters relating to the Services and comply with Ofcom's instructions.
- (8) The Contractor shall observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of Ofcom's premises from time to time to the extent that such requirements have been communicated to the Contractor in advance of admission to any of Ofcom's premises.
- (9) Without prejudice to the provisions of Condition 10, the Contractor shall reimburse Ofcom for all reasonable costs incurred by Ofcom which have arisen as a direct consequence of the Contractor's failure or

delay in the performance of the Contract (which the Contractor had failed to remedy after being given reasonable notice by Ofcom), provided always that Ofcom shall take all reasonable steps to minimise the need to incur such costs.

(10) The decision of Ofcom regarding anything in Conditions 12(1)-(4) shall be final, binding and conclusive.

13. Progress Report

(1) Where formal progress reports are required by Ofcom, the Contractor shall render such reports at such time and in such form as may be specified by Ofcom.

(2) The submission and acceptance of progress reports shall not prejudice any rights of Ofcom under the Contract.

14. Contractor's Personnel

(1) Ofcom reserves the right to refuse to admit to Ofcom's Premises any person employed by the Contractor or its sub-contractors, whose admission would be undesirable in the opinion of Ofcom.

(2) If and when requested by Ofcom, the Contractor shall provide a list of the names and addresses of all persons who may at any time require admission in connection with the performance of the Services to Ofcom's Premises, specifying the capabilities in which each such person is concerned with the Contractor and giving such other particulars as Ofcom may require.

(3) If the Contractor fails to comply with Condition 14(2) and if Ofcom decides that such failure is prejudicial to its interests, then Ofcom may immediately terminate the Contract by notice in writing to the Contractor, provided that such termination shall be without prejudice to any accrued rights of, or to any rights that shall accrue thereafter to, Ofcom.

(4) The Contractor shall ensure that all Contractor Personnel involved in the provision of the Services have suitable skills and experience to enable them to perform the tasks assigned to them, and that such Contractor Personnel are in sufficient number to enable the Contractor to fulfil its obligations under this Contract.

15. Indemnities and Insurance

(1) The Contractor shall indemnify and hold Ofcom harmless on demand against the Contractor's breach of contract or duty (whether arising in negligence, tort, statute or otherwise and whether direct or indirect) or of its employees, agents or sub-contractors in respect of:

- (a) any losses incurred due to death or personal injury;
- (b) any loss, damage, destruction, injury or expense suffered by Ofcom (including but not limited to loss or destruction of or damage to Ofcom's Premises or Ofcom's Property, including data);
- (c) all claims, demands, proceedings, actions, damages, costs (including legal costs), losses, charges, expenses suffered by or brought against Ofcom including claims made by Ofcom's personnel or agents or by third parties; and
- (d) any other loss, destruction or damage, including but not limited to financial losses arising.

(2) The Contractor shall effect with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor in respect of the indemnities provided under the Contract, which in any event shall not be less than £1,000,000 per incident or series of related incidents, and shall at the request of Ofcom produce the relevant policy or policies together with receipt or other evidence of payment of the latest premium due thereunder.

- (3) Nothing in these Conditions nor in any part of the Contract shall impose any liability on any member of the staff of Ofcom or its representatives in their personal capacity.
- (4) The Contractor shall indemnify Ofcom against all claims, demands, proceedings, actions, damages, costs (including legal costs), losses, charges, expenses and any other liabilities arising from or incurred by reason of:
- (a) any infringement or alleged infringement of any third party's Intellectual Property Rights used by or on behalf of the Contractor for the purpose of the Contract, provided that any such infringement or alleged infringement is not knowingly caused by, or contributed to, by any act of Ofcom;
 - (b) any breach by the contractor of Condition 19 or Data Protection Legislation.
- (5) Ofcom agrees to give the Contractor prompt notice in writing of any claim known to it that will be made or is threatened or is being brought against it in respect of the indemnities provided under these conditions, and take all reasonable steps to mitigate the amount of its loss and its consequent claim under such indemnities
- (6) This Condition 15 shall survive termination of the Contract.

16. Limitation of liability

- (1) Nothing in this Contract shall limit or exclude the liability of either party for:
- (a) death or person injury resulting from negligence, or the negligence of its personnel, agents or subcontractors; or
 - (b) fraud or fraudulent misrepresentation; or
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) any other liability which cannot be limited or excluded by applicable law; or
 - (d) the indemnities contained in Condition 15 and Condition 25(7); or
 - (e) the deliberate default or wilful misconduct of that party, its employees, agents or subcontractors.**
- (2) Ofcom's total liability arising under or in connection with this agreement, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall be limited as follows:
- (a) for non-payment of invoices for Services purchased, to the amount unpaid; or
 - (b) for any other type of liability, to a sum equal to five (5) times the total revenue paid by Ofcom under this Contract.
- (3) Ofcom's rights under this Contract are in addition to, and not exclusive of, any rights or remedies provided by the common law.

17. Compliance with laws and policy

- (1) In performing its obligations under this Contract, the Contractor shall and shall ensure that any permitted sub-contractors shall comply with:
- (a) all applicable laws, statutes and regulations from time to time in force, including but not limited to the Modern Slavery Act 2015; and
 - (b) any anti-slavery policy adopted by Ofcom from to time.
- (2) The Contractor shall notify Ofcom as soon as it becomes aware of:
- (a) any breach, or potential breach, of any anti-slavery policy adopted by Ofcom from to time; or

(b) any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract.

(3) The Contractor shall permit Ofcom, and any person nominated by it for this purpose, to have such access on demand to the Contractor's premises, personnel, systems, books and records as Ofcom may require to verify the Contractor's compliance with this Condition 17.

(4) Breach of this Condition 17 by the Contractor shall be deemed a material breach for the purpose of Condition 21.

18. Anti-bribery

(1) The Contractor shall:

- (a) comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and the US Foreign Corrupt Practices Act 1977 ("**Relevant Requirements**");
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate; and
- (d) promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Contractor in connection with the performance of this Contract.

(2) The Contractor shall ensure that any person associated with the Contractor who is performing services in connection with this Contract and including, without limitation, employees, agents, subsidiaries, representatives and sub-contractors ("**Associated Persons**") does so only on the basis of a written contract which imposes on and secures from such Associated Persons terms equivalent to those imposed on the Contractor in this Condition 18 ("**Relevant Terms**"). The Contractor shall be responsible for the observance and performance by such Associated Persons of the Relevant Terms, and shall be directly liable to Ofcom for any breach by such persons of any of the Relevant Terms.

(3) The Contractor warrants and represents that, in connection with this Contract, no financial or other advantage has been, will be or is agreed to be given to any person (whether working for or engaged by it or any third party) by or on behalf of the Contractor or any Associated Persons.

(4) The Contractor shall undertake and successfully complete the Anti-Bribery and Corruption Module within fourteen (14) days of the Contract coming into force. Ofcom shall provide the Contractor with access to the Anti-Bribery and Corruption Module as soon as reasonably practicable to enable the Contractor to comply with its obligation under this Condition.

(5) Breach of this Condition 18 shall be deemed a material breach under Condition 21.

19. Data Protection

(1) The parties acknowledge that for the purposes of Data Protection Legislation, Ofcom is the Controller and the Contractor is the Processor of any Personal Data. Consequentially, the parties acknowledge and agree that the Contractor's obligations as set out in this Contract are to Ofcom as Controller.

(2) The Contractor shall and shall procure that the Contractor Personnel shall comply with all Data Protection Legislation in relation to any Personal Data processed by it and shall not put Ofcom in breach of Data Protection Legislation.

- (3) Without limiting Conditions 19(1) and 19(2), the Contractor shall at all times (and shall ensure that at all times its staff):
- (a) have in place appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data comprised in the Personal Data and any other personal data provided to the Contractor by or on behalf of Ofcom and against accidental loss or destruction of, or damage to, such Personal Data including by:
 - (i) taking reasonable steps to ensure the reliability of any personnel who have access to any Personal Data;
 - (ii) ensuring that only authorised personnel have access to Personal Data and that any persons authorised to have access to Personal Data will respect and maintain all due confidentiality and be bound by appropriate duties of confidentiality;
 - (iii) ensuring a level of security that reflects the level of harm, damage and/or distress that might be suffered by the data subject to whom the Personal Data relates in the event of a breach of the measures as set out herein,and provide, on Ofcom's request, a written description of the technical and organisational methods employed by the Contractor for processing of Personal Data (within the timescales reasonably required by Ofcom);
 - (b) restore the Personal Data at its own expense if any Personal Data is lost or corrupted as a result of any act or omission of the Contractor or any of its sub-contractors and reimburse Ofcom in full in respect of any time and expenses incurred or accrued by Ofcom in restoring or assisting in the restoration of the Personal Data;
 - (c) process the Personal Data only on behalf of Ofcom, only for the Specified Purpose and only in accordance with written instructions received from Ofcom from time to time. The Contractor shall immediately notify Ofcom if the Contractor believes that any such instruction infringes any applicable law;
 - (d) promptly notify Ofcom if it:
 - (i) receives from a Data Subject to whom Personal Data relates a request for, or notice of, the exercise of that person's rights under the Data Protection Legislation to access such Personal Data or prevent certain processing; or
 - (ii) receives any complaint from, or request for or notice of, any investigation or assessment by the Information Commissioner in respect of any processing of Personal Data (including, without limitation, any information, enforcement, assessment or monetary penalty notice, or any warning that such a notice may be issued), save to the extent that such notification is prohibited by the Data Protection Legislation or the Information Commissioner; or
 - (iii) receives any other communication relating directly or indirectly to the processing of any Personal Data in connection with this Contract;and together with such notice, provide to Ofcom a copy of any such request or notice and reasonable details of the circumstances giving rise to that request or notice or the unauthorised or unlawful processing, loss or destruction of, or damage to, the Personal Data (as the case may be);
 - (e) promptly provide to Ofcom such information, co-operation and assistance as Ofcom may from time to time reasonably require to enable Ofcom to comply with its obligations under the Data Protection Legislation as a Controller in respect of any Personal Data (including, without limitation, to comply with any request or notice referred to at Condition 19(d)(i); and
 - (f) provide Ofcom and its representative(s) on reasonable notice, and the Information Commissioner on such notice as may be requested by the Information Commissioner in accordance with the Data Protection Legislation, with such access to its premises, personnel, systems and records (including, without limitation, for the purposes of making copies of those records) as Ofcom and/or the Information Commissioner may reasonably require in order to inspect the Contractor and the Contractor's activities with respect to the processing of the Personal Data and audit its compliance with this Condition 1 and the Data Protection Legislation.
- (4) In addition to its obligations under Conditions 19(2) and 19(3), the Contractor undertakes to Ofcom that it shall:
- (a) not allow any sub-contractors or other third parties to have access to, receive or process Personal Data without obtaining prior written consent from Ofcom (such consent to be at Ofcom's sole discretion);

- (b) where Ofcom gives consent pursuant to Condition 19(4)(a), the Contractor shall ensure that each sub-contractor enters into a written agreement undertaking to the Contractor in equivalent terms to the undertakings contemplated to be given by the Contractor to Ofcom and described in this Condition 19;
 - (c) not and its sub-contractors shall not transfer any Personal Data outside the European Economic Area:
 - (iv) without obtaining prior written consent from Ofcom (such consent to be at Ofcom's sole discretion); and
 - (v) only to the extent and for such time as the recipient of the Personal Data has in place a set of relevant Model Clauses signed with Ofcom;
 - (d) notify Ofcom without undue delay (and in any event, no later than two (2) Business Days) upon becoming aware of a Personal Data Breach and promptly provide such information and assistance as is reasonably required by Ofcom in order for Ofcom to react and respond to that Personal Data Breach in accordance with its obligations under, and within the timeframes specified by, the Data Protection Legislation;
 - (e) keep full and accurate records of all elements of its processing of the Personal Data; and
 - (f) upon termination or expiry of this Contract:
 - (vi) the Contractor shall as soon as reasonably practicable return or destroy (as directed in writing by Ofcom) all Personal Data, information, software, and other materials provided to it by Ofcom or in connection with this Contract; and
 - (vii) if Ofcom elects for destruction rather than return of the materials under Condition 19(4)(f)(i), the Contractor shall as soon as reasonably practicable ensure that all Personal Data is deleted from its systems,
 - (viii) and in each case, the Contractor shall provide written confirmation of compliance with Conditions 19(4)(f)(i) and (ii) to Ofcom no later than ten (10) Business Days following termination or expiry of this Contract.
 - (g) If the Contractor is required by any law, regulation, or government or regulatory body to retain any documents or materials that it would otherwise be required to return or destroy under Condition 19(4)(f), it shall notify Ofcom in writing of that retention, giving details of the documents or materials that it must retain. The Contractor shall not be in breach of Condition 19(4)(f) with respect to Personal Data in the retained documents or materials, but its obligations under this Contract shall continue to apply to such Personal Data.
- (5) The Contractor shall remain fully liable for all acts or omissions of any sub-contractors appointed pursuant to Condition 19(4).
- (6) The parties agree to take account of any guidance issued by the Information Commissioner's Office. Ofcom may on not less than 30 Business Days' notice to the Contractor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

20. Termination for Insolvency or Change of Control

- (1) The Contractor shall notify Ofcom in writing immediately upon the occurrence of any of the following events:
- (a) where the Contractor is an individual, if a petition is presented for his/her bankruptcy, or he/she makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage his/her affairs; or
 - (b) where the Contractor is not an individual but is a firm or a number of persons acting together, if any event in Condition 20(1)(a) or (c) occurs in respect of any partner in the firms or any of those persons, or if a petition is presented for the Contractor to be wound up as an unregistered company; or
 - (c) where the Contractor is a company, if the company ceases or threatens to cease trading or if the company passes a resolution to wind up or takes any steps to place the company into administration (including filing of papers with a court of competent jurisdiction) or the court makes an administration order or a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver or manager is appointed by a creditor or by

the court over the whole or any part of its assets or undertaking, or possession is taken of any of its property under the terms of a floating charge;

- (d) the Contractor undergoes a change of control, where “control” has the meaning given in section 416 of the Income and Corporation Taxes Act 1998.

(2) After receipt of the notice under Condition 20(1) or on earlier discovery by Ofcom of the occurrence of any of the events described in Condition 20(1), Ofcom may, by notice in writing to the Contractor, terminate the Contract with immediate effect without compensation to the Contractor and without any prejudice to any right or action or remedy which may accrue to Ofcom thereafter. Ofcom’s right to terminate the Contract under Condition 20(1)(d) will exist until the end of a period of six months starting from receipt of the notice provided by the Contractor pursuant to Condition 20(1), or such other period as is agreed by the parties.

21. Termination for Breach of Contract

(1) If either party commits a material breach of the Contract which is either not capable of remedy, or, if it is capable of remedy, the party fails to remedy such breach within 28 days of being notified by the other party in writing to do so, that other party shall be entitled to terminate the Contract with immediate effect by notice in writing to the party that committed the material breach and without prejudice to any other rights or remedies of either party in respect of the breach concerned or any other breach of the Contract.

(2) Termination of the Contract, howsoever caused, shall be without prejudice to any accrued rights or obligations of either party.

(3) Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

22. Cancellation

Ofcom shall be entitled to cancel the Contract, or to cancel the provision of any part of the Services at any time, by giving to the Contractor not less than 28 days’ notice in writing to that effect without prejudice to any rights or remedies of the Contractor for breach of contract. Once it has given such notice, Ofcom may extend the period of notice at any time before it expires, subject to agreement on the level of Services to be provided by the Contractor during the period of extension.

23. Dispute Resolution

(1) Subject to specific provisions within the Contract which provide for the determination of disputes, the parties shall attempt in good faith to negotiate a settlement to any other dispute arising between them out of or in connection with the subject matter of the Contract.

(2) If the parties cannot resolve the dispute pursuant to Condition 23(1), either party may at any time serve written notice on the other stating that a dispute exists and setting out the matters in dispute and the dispute may then, by agreement between the parties, be referred to mediation pursuant to Condition 23(4).

(3) The performance of the Services shall not cease or be delayed by the reference of a dispute to mediation pursuant to Condition 23(2).

(4) If the parties agree to refer the dispute to mediation:

(a) in order to determine the person who shall mediate the dispute (the “**Mediator**”) the parties shall by agreement choose a neutral adviser or mediator within 30 days after agreeing to refer the dispute to mediation;

(b) the parties shall within 14 days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for

negotiations to be held. If considered appropriate, the parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure;

- (c) unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings;
- (d) if the parties reach agreement on the resolution of the dispute within 60 days of the Mediator being appointed, or such longer period as may be agreed between the parties, the agreement shall be reduced to writing and shall be binding on the parties once it is signed by both Ofcom and the Contractor;
- (e) failing agreement within 60 days of the Mediator being appointed, or such longer period as may be agreed between the parties, either of the parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both parties;

(5) If the parties do not agree to refer the dispute to mediation within 30 days of receipt of the notice described in Condition 23(2), or if, having agreed to refer the dispute to mediation the parties fail to reach agreement as to who shall mediate the dispute pursuant to Condition 23(4)(a) within 30 days of agreeing to refer the dispute to mediation or if they fail to reach agreement in the structured negotiations within 60 days of the Mediator being appointed or such longer period as may be agreed by the parties, then any dispute or difference between them may be referred to the courts.

24. Conflict of Interest

(1) The Contractor shall ensure that there is no conflict of interest as to be likely to prejudice its independence and objectivity in performing the Services and complying with its obligations under the Contract and undertakes that upon becoming aware of any such conflict of interest during the performance of the Contract (whether the conflict existed before the award of the Contract or arises during its performance) it shall immediately notify Ofcom in writing of the same, giving particulars of its nature and the circumstances in which it exists or arises and shall furnish such further information as Ofcom may reasonably require.

(2) Where Ofcom is of the opinion that the conflict of interest notified to it under Condition 24(1) is capable of being avoided or removed, Ofcom may require the Contractor to take such steps as will, in its opinion, avoid, or as the case may be, remove the conflict and:

- (a) if the Contractor fails to comply with Ofcom requirements in this respect; or
- (b) if, in the opinion of Ofcom, compliance does not avoid or remove the conflict,

Ofcom may terminate the Contract immediately and recover from the Contractor the amount of any loss resulting from such termination.

(3) Notwithstanding Condition 24(2), where Ofcom is of the opinion that the conflict of interest which existed at the time of the award of the Contract could have been discovered with the application by the Contractor of due diligence and ought to have been disclosed as required by the tender documents pertaining to the granting of the Contract to the Contractor, Ofcom may terminate the Contract immediately for breach of a fundamental condition of the Contract and, without prejudice to any other rights, recover from the Contractor the amount of any loss resulting from such termination.

25. Intellectual Property Rights

(1) The Contractor with full title guarantee assigns to Ofcom absolutely all Ofcom Foreground, and grants Ofcom a royalty-free, irrevocable licence to Use the Contractor Foreground and Deliverable Contractor Background for Ofcom Purposes.

- (2) IPR in reports, drawings and other documentation embodied in the statement of work or (as the case may be) each Deliverable shall vest in Ofcom.
- (3) The Contractor shall not incorporate any Third-Party Background in any Deliverable without ensuring that Ofcom is free to Use it for Ofcom Purposes.
- (4) Ofcom shall not acquire any rights in the Foreground other than as stated in this Condition 25.
- (5) The Contractor warrants and undertakes as follows:**
- (a) **that it has the right to enter into the Contract and is the sole, absolute and unencumbered legal and beneficial owner of the Contractor Foreground and Deliverable Contractor Background;**
- (b) **promptly to pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Deliverable Contractor Background or any part of any of them that are necessary for the upkeep of the IPR in the Deliverable Contractor Background;**
- (c) **to obtain all necessary certificates, licences, permits and authorisations from time to time required for the protection of the IPR in the Deliverable Contractor Background; to do all in its power to protect and preserve the IPR in the Deliverable Contractor Background.**
- (6) Ofcom grants to the Contractor a royalty-free, revocable licence to Use the Ofcom Background only where necessary for performance of the Services hence on termination or expiry of the Contract this licence shall immediately cease.
- (7) The Contractor agrees to indemnify and keep indemnified Ofcom from and against all Liability incurred by Ofcom arising out of or in connection with Contractor Foreground and Deliverable Contractor Background.
- (8) If any third party makes a Relevant Claim either the Contractor or Ofcom shall:**
- (a) **as soon as reasonably practicable give written notice of that matter to the other, specifying in reasonable detail the nature of the relevant claim;**
- (b) **not make any admission of liability, agreement or compromise in relation to the relevant claim without the prior written consent of the other (such consent not to be unreasonably withheld or delayed);**
- (c) give the other and its professional advisers reasonable access to the premises and personnel of the other and to any relevant documents records, software within the power or control of the other so as to enable the other and its professional advisers to examine such documents and records, and to take copies at their own expense for the purpose of assessing the merits of the Relevant Claim.
- (9) For the avoidance of doubt the Contractor shall not acquire any right to Use the Ofcom Foreground.

26. Inadequacy of Damages

Without prejudice to any other rights or remedies that Ofcom may have, the Contractor acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Contract by the Contractor. Accordingly, Ofcom shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Contract.

27. Special Provisions

In the case of any conflict or inconsistency between these general Conditions and any specific conditions contained within the Contract, the latter shall prevail.

28. Equipment

If Ofcom reimburses the Contractor for the cost of any equipment, such equipment shall become the property of Ofcom, and the Contractor shall on request deliver such equipment to Ofcom. The Contractor shall keep an inventory of such equipment and shall deliver that inventory to Ofcom on request, and on completion of the Services.

29. Rights of Third Parties

It is not intended that the Contract, either expressly or by implication, confers any benefit on any person who is not a party to the Contract and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply.

30. Entire Agreement

(1) This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(2) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract.

(3) Each party agrees that it shall have no claim for innocence or negligent misrepresentation based on any statement in this Contract.

(4) Save where the Contract provides otherwise, nothing in the Contract shall prejudice any condition or warranty (express or implied) or right or remedy to which Ofcom is entitled in relation to the Services under statute and/or common law.

31. No Partnership or Agency

(1) Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

(2) Each party confirms that it is acting on its own behalf and not for the benefit of any other person.

32. Freedom of Information Act 2000

Ofcom are obliged to meet their statutory obligations relating to the disclosure of information under the Freedom of Information Act 2000. All information provided to Ofcom under this Contract may need to be disclosed by Ofcom in response to a request for information under that Act. Therefore, nothing in this Contract prevents Ofcom from complying with its statutory obligations under that Act.

33. Law and Jurisdiction

The Contract shall be governed by and construed in accordance with English Law, and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE 1

Data

This Schedule sets out the Specified Purpose, type of Personal Data processed under the Contract and the categories of Data Subject to which that Personal Data relates.

1.1 The subject matter of processing, duration and nature and purposes of processing are as follows:

<u>Subject matter of the processing</u>	<p>[High level, short description of what the processing is about, i.e. its subject matter]</p> <p>Colleagues names, email addresses and job title are required for participation information and evaluation purposes.</p>
<u>Duration of the processing</u>	<p>[Clearly set out the duration of the processing including dates]</p> <p>Data will be required for a period of up to 12 months from November 2021.</p>
<u>Nature and purposes of the processing</u>	<p>[This should cover all intended purposes. Note that the nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaption or alteration, retrieval, consultant, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose might include, for example, employment processing, statutory obligation, recruitment assessment, etc.]</p> <p>Data will be collected and stored safely on vendor's learning management/evaluation system. Please note, evaluation reports which will be disseminated afterwards will hold anonymised data so colleagues cannot be personally identified.</p>

1.2 The Personal Data shall include the following class of personal data:

<u>Criminal offences (including alleged offences)</u>	
Criminal proceedings, outcomes and sentences	
Education and training details	
Educational records and examination results	
Employment details	
Family lifestyle and social circumstances	
Financial details	
Goods and/or services provided	
Personal / contact details	X
Physical or mental health and condition	
Political opinions	
Racial or ethnic origin	
Religious or other beliefs of a similar nature	
Sexual life	
Trade union membership	
Others – please specify below	

1.3 The Personal Data shall concern the following categories of Data Subjects:

Advisers, consultants and other professional advisers and experts	
<u>Agents and contractors</u>	
Business or other contacts	
Complainants, correspondents and enquirers	
Customers and clients	
Donors and lenders	
Landlords or tenants	
Members, alumni or supporters	
Offenders and suspected offenders	
Patients	
Previous and prospective employers of the staff and referees	
Relatives, guardians, other family members and associates of the Data Subject	
Staff including volunteers, agents, temporary and casual workers	X
Students	
Suppliers	
Others – please specify below	

1.4 Data Protection Officer (if applicable):

Name	
<u>Telephone</u>	
Email	

ANNEX B**CONTRACT PRICE**

Table 1: Required work	Total Price (GBP) Excluding VAT
Item 1. Training the 70-strong Senior Leadership Group on 'Managing the transition to hybrid working'	REDACTED
Item 2. Training the 70-strong Senior Leadership Group on 'Making hybrid working fair by design'	REDACTED
Item 3 Training the 70-strong Senior Leadership Group on 'Fostering a thriving hybrid work environment'	REDACTED
Item 4. Evaluation and report	REDACTED
Item 5 - Supporting materials (e.g. decks for the workshop, reading materials, sustainability recommendations)	REDACTED
TOTAL FIXED PRICE (GBP) (Excluding VAT)	£67,545

Research costs have been split across the design costs of all 3 workshops.

Delivery costs based on running 2 virtual sessions per day (am and pm) for groups of c30-35

Table 2: Optional work	Maximum Quantity of coaching sessions	Unit price per facilitated session (GBP) Excluding VAT	Total Maximum Price (GBP) Excluding VAT
Additional sessions over the costed sessions above if SLG members cannot attend.	REDACTED	REDACTED	REDACTED

Cost is per session, based on 1 session per day. Rehearsal and briefing costs are built into the initial rollout and are not repeated for additional sessions.

ANNEX C

SPECIFICATION OF SERVICE

Overview of Requirements

As we embark on our Future Ways of Working programme and start a trial on hybrid working, we want to equip our 270-strong SLG proactively to thrive in this new setting – taking what we have learnt through the pandemic forward into the post-pandemic world. Ofcom has changed a lot through the pandemic – we have changed our structure, introduced new Groups, taken responsibility of two new important regulatory regimes, grown by 20% and had nearly 200 people join us remotely. We want our senior leaders to lead by example and help their teams embrace work after the pandemic. As a result, the trials starting in mid-October will be critical and the proposed training should help leaders maximise this opportunity to reset cultures, increase social interaction and forge bonds across teams and sites and practice their learnings in real time.

We acknowledge that we all respond to change at a different pace and our senior leaders should be open-minded and empathetic towards their team's feelings. We should also be mindful as we support and enable our colleagues to adapt to our future ways of working, of any barriers for particular groups of colleagues (such as disabled people, those from minority ethnic backgrounds, younger age groups, women and parents and/or carers), as we transition into a new model. The results from our equality impact assessments (as part of our Risk Assessments) can help SLG with this awareness. We know that the impact of the pandemic was not equal across all people, and it is likely that colleagues from different groups with protected characteristics in law, lower socio-economic background, and parents and carers were more adversely affected.

Ofcom profile is: 51% women, 49% men, 21% minority ethnic and 13% disabled. Past colleague survey data also suggests that people who grew up in upper middle class backgrounds are over-represented at Ofcom. For the purpose of this training the SLG profile is 58% male, 88% white ethnic and very few consider themselves disabled. There are also no colleagues aged under 30 years, of which the grad, apprentices and early careers population will likely sit in. Thus, it is important to help leaders to use a language that will resonate with their teams to land messages effectively.

Being an inclusive leader is more important than ever, especially because at Ofcom we take pride in how much we involve colleagues and care for the wellbeing of our colleagues.

We want to create training that will explore the challenges and potential opportunities of the trials and consequently the Future Ways of Working (FWOW) programme. We want to equip our senior leaders on three topics:

- 1. Managing the transition to hybrid working** - this has a dual aim. The first aim is to acknowledge that *SLG may have different feelings* regarding going back to the office and need to respect and support each other (however it is required of them to lead by example). The second aim is for *SLG to help their teams* deal with the future ways of working. Under this topic, we want to explore the following:
 - a. Bring to life their 'worst fears'. In that way, they will be able to apply some of their learnings to any potential situations
 - b. Understand the different scenarios and the different spectrums of concerns/anxieties/response to change that team members may have as they return to the office
 - c. Learn how to have difficult conversations regarding the adaption of FWOW at a team, individual and personal level; manage expectations and listen to concerns and create buy-in.

2. **Making hybrid working fair by design** – this is about being an inclusive leader; understanding potential biases and difficulties that might arrive from the hybrid approach as well as learning practical ways to equip leaders in helping their team members that could struggle in the hybrid model:
 - a. Tackling unconscious biases e.g., favouritism of those that are in the office/same site (I.e. presenteeism)
 - b. Understanding the potential unintended consequences of hybrid working for specific group of colleagues
 - c. Reflecting on own behaviours and the impact it might have on other colleagues
 - d. Developing effective behaviours to be an inclusive leader with their teams who are diverse and at different stages of dealing with the changes associated with hybrid working.
3. **Fostering a thriving hybrid work environment** – this is about ensuring that our leaders foster an environment where teams can feel psychologically safe and flourish whilst working in a hybrid manner.
 - a. (Strategic driver) - explore how hybrid working can make a positive change for them, their teams and Ofcom; encouraging a positive mindset for all
 - b. Reflecting on own leadership style with respective teams to build accountability
 - c. Empowering teams to thrive whilst they work in a hybrid way (e.g. practical tips for boosting productivity, impact, engagement)
 - d. Leading by example to ensure team members are set up for success long- term.

Additional information to keep in mind:

- *‘Managing the transition to hybrid’*. This will fall at the start of the trial, and therefore it makes sense to focus on how to manage staff with anxiety around returning to offices.
- *‘The Hybrid Inclusive leader’*. We know that the pandemic and forced home working has had a really levelling effect for more junior colleagues and colleagues from the regions, so we need to focus on how we adjust our behaviours to maintain that throughout the transition to hybrid working.
- *‘Making Hybrid working fair by design’*. The pandemic has exposed the inequality that exists in British society, meaning that, dependant on your socio-economic background, race, age, disability and gender, your experience of the past year and continuing co-existence with the pandemic will vary greatly
- *Our audience is our senior leadership group*. Thus, everything that we do needs to reflect their role as a leader and their responsibility to their teams.
- *We would like value-added in the design of all three modules*. As we are looking for a partner to work with us at this critical time, we would like to get your specialist input on what would add more value to each of the three modules. We want to address the three main topics but we are open on how this will be delivered and your ideas to make this land effectively with our SLG.

As a minimum, the service must deliver the following:

- We want to create an engaging, experiential, immersive experience that will open their eyes and hearts.
- We know that increasing awareness and training is just the beginning so we are looking for tools that they will be able to build on in a sustainable manner (pre, during and post modules).
- We want our senior leaders to leave each training with some practical tips that they can apply in real life to ensure that the trial period will be as successful as possible.
- The successful partner must take the lead in designing, preparing, and delivering short training sessions (not more than 90 mins) that tackle the topics posed above.
- Clarity of methods to be used in evaluating the training impact and behaviour change (as a minimum this would include pre and post-training methods). This should detail what will be

evaluated, when and how the information/data will be collected and stored. Details should also be provided about how the evaluation approach will be conducted in compliance with data protection.

It would be preferable were the service also able to:

- Provide examples of similar work undertaken in the past.
- Show that their facilitators represent a range of protected characteristics.

The proposed solution should adhere to the following overall principles

- Be bold and creative and engaging. Increase awareness, provide practical tips & tools, build on the momentum to make it sustainable
- Advise on the best training blend approach/proposed delivery (e.g. drama, myth busting) and why?
- Ofcom is a very data driven organisation so anything that can build a case with stats would be the best way to get people's attention
- Interactive session, collaboration, exercises and reading materials
- Consider the consequences of training fatigue
- Colleagues to leave the session with a feeling of curiosity for more (e.g. motivation to be self-educated)
- Create a safe environment for people to share their thoughts without feeling judged
- Always link the take-aways with the importance of leadership, Ofcom's leadership model and their influence
- Each session should include a summary report lessons learnt/KPIs (including statistics on level of engagement, key takeaways, intended application, aspects of module that were most and least effective)
- Do not send more than 10 A4 pages or 15 slides as your response

Deliverables and Milestones

Our ambition is to start the training as soon as possible to support the trials which will start mid/end October 2021 and ideally conclude it early 2022. We would be looking to have a one-week gap as a minimum between each training module.

Any contract(s) awarded following the conclusion of the tender process will be for a duration of up to 12 months to allow for evaluation.

**ANNEX D
CONTRACTOR PROPOSAL**

Offer Form

TENDERER	
Name of Legal Entity:	Steps Drama Learning Development Ltd
CONTACT PERSON	
Name:	REDACTED
Position:	REDACTED
Telephone:	REDACTED
Facsimile:	REDACTED
Email:	REDACTED

Tender Correctness and Contract Declaration

The signatory/signatories below confirm on behalf of the above-named tenderer that:

1. **They have read the conditions and undertakings set out in Appendix 1 of this ITT and the tenderer accepts these in full.**
2. **The information supplied in the tender is accurate and the tenderer accepts that provision of false information could result in its exclusion from this tender process and future Ofcom tender processes.**
3. **The tenderer understands that it is a criminal offence to give or offer any gift or consideration whatsoever as an inducement or reward to any servant of a public body and that Ofcom may cancel any contract currently in force and exclude the tenderer from future Ofcom tender processes.**
4. **The tenderer will uphold the utmost confidentiality of the Ofcom tender process at all times and agrees that, in the event of any breach of confidentiality by the tenderer or by anyone employed by it or acting on its behalf (whether with or without its knowledge), Ofcom may disregard the tenderer's submission (or, where a contract has been awarded to the tenderer, summarily terminate it).**
5. **The tenderer has not fixed or adjusted its tender by or under or in accordance with any agreement or arrangement with any other person and will not at any time before the hour and date specified for the return of the Tenders:**

Steps Response: C20210965, Leadership Support for Hybrid

- (a) communicate to a person other than Ofcom the specification or amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender is necessary to obtain insurance premium quotations required for the preparation of the tender;
- (b) enter into any agreement or arrangement with any other person that they shall refrain from tendering or as to the specification or amount of any tender to be submitted.
- (c) offer to pay or give or agree to pay or give any sum of money or any consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work or any act or thing of the sort described above.

In this declaration, the word ‘person’ includes any persons or anybody or association, corporate or incorporate, and any agreement or arrangement includes any such transaction, formal or informal, whether legally binding or not.

SIGNED BY THE TENDERER (First Authorised Person)

SIGNATURE:	REDACTED
DATE:	Sep 30, 2021
FULL NAME:	REDACTED
POSITION (E.G. DIRECTOR):	Director
ADDRESS:	Unit 204, 70 Wapping Wall, St Katharine's & Wapping, London, E1W 3SS

WITNESS

SIGNATURE:	REDACTED
DATE:	Oct 1, 2021
FULL NAME:	REDACTED
OCCUPATION:	Director
ADDRESS:	Unit 204, 70 Wapping Wall, St Katharine's & Wapping, London E1W 3SS

SIGNED BY THE TENDERER (Second Authorised Person – for limited companies and partnerships – not required for sole traders)

SIGNATURE:	REDACTED
DATE:	Oct 1, 2021

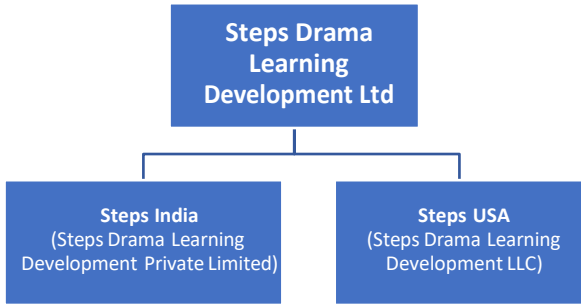
Steps Response: C20210965, Leadership Support for Hybrid

WITNESS	
SIGNATURE:	REDACTED
DATE:	Sep 30, 2021
FULL NAME:	REDACTED
OCCUPATION:	Director
ADDRESS:	Unit 204, 70 Wapping Wall, St Katharine's & Wapping, London, E1W 3SS

Organisation Identity and Information**1.**

Name of Tenderer	Steps Drama Learning Development
Status (public limited company, limited company, sole trader, partnership)	Private Limited Company
Contact Person	REDACTED
Email	REDACTED
Correspondence address	Unit 204, Metropolitan Wharf, 70 Wapping Wall London E1W 3SS
Registered address if different from above	As Above
Telephone number	020 7403 9000
Website address	www.stepsdrama.com
Company registration number (if applicable)	3042354
VAT registration number	653281146
Organisation formation (please provide brief history on a separate sheet of no more than one side of A4):	Please see 'the Story of Steps' attached file.

Steps Response: C20210965, Leadership Support for Hybrid

<p>Please enclose a company structure chart showing parent companies, subsidiaries and associated companies.</p> <p>If the tenderer is a subsidiary itself, please provide the name and registered office address of the holding or parent company and the ultimate parent</p>	 <pre> graph TD A[Steps Drama Learning Development Ltd] --> B[Steps India (Steps Drama Learning Development Private Limited)] A --> C[Steps USA (Steps Drama Learning Development LLC)] </pre>
Please give the names and responsibilities of the directors/ partners of your organisation	<ul style="list-style-type: none"> • REDACTED (MB Director, Chair, Non-exec) • REDACTED (MB Director) • REDACTED (MB Director) • REDACTED (MB Director) • REDACTED (MB Director) • REDACTED (MB director and Ops and Finance)
Number of offices	1
Addresses of offices	Unit 204, Metropolitan Wharf, 70 Wapping Wall, London E1W 3SS
Number of staff employed	REDACTED
Staff turnover as a percentage of your workforce for the last three years	REDACTED
Professional or trade bodies to which your organisation belongs	N/A

Financial**2. For the named tenderer, please provide the annual turnover and operating profit of your organisation over the last three financial years.**

Year	Annual Turnover	Operating Profit
FY 17/18	REDACTED	REDACTED
FY 18/19	REDACTED	REDACTED
FY 19/20	REDACTED	REDACTED

Steps Response: C20210965, Leadership Support for Hybrid**Compliance with UK Procurement Legislation**

3. Are you aware of any circumstances which could trigger any of the mandatory exclusion criteria listed in regulation 57 of the Public Contracts Regulations 2015 apply to the tenderer? If “yes” please provide full details including any exceptions to mandatory exclusion you consider relevant.	No
4. Are you aware of any circumstances which could trigger any of the discretionary exclusion criteria listed in section 57 of the Public Contracts Regulations 2015 apply to the tenderer? If “yes” please provide full details including any circumstances you consider Ofcom should consider in determining, in its absolute discretion, whether or not to exclude the tenderer from consideration.	No

Policies

5. Please provide the following in respect of the named tenderer:	
a) Quality assurance policy including any relevant accreditations (e.g. ISO9001, ISO 20252 and IQCS or equivalent standard) and a copy of any certificate(s).	Quality Assurance Policy can be found in the attached.
b) Details of the Eco-management Audit Scheme or any other relevant recognised environmental standard with which your organisation complies.	While Steps do not have recognised environmental standard, we do have an environmental and sustainability policy, which is attached separately
c) A statement of your organisation’s values and ethical policy.	Please see attached policy
d) Health and safety at work policy.	Please see attached policy
e) Equality and/or equality and diversity policy statement(s).	Please see attached policy
f) A summary of your plan to continue operating in the event of a major incident e.g. serious systems failure, fire or water damage, staff issues. This must be no longer than one side of A4.	This can be found in the business continuity policy, in the attached in file.
g) Data protection and information security policies.	Please see attached policy

Ofcom Standard Terms and Conditions/Draft Contract

6. Do you accept the Standard Terms and Conditions/draft contract as set out in Appendix 3? If “no” please describe in detail the non-material change you are seeking and explain why you consider it is required. Note that Ofcom may, at its absolute discretion, reject any tender for material	No Due to the way time and costs are incurred and how resources are allocated when Steps organises and run events, we require the cancellation policy to reflect this. The proposed cancellation terms ensure
--	---

deviation from Ofcom’s Standard Terms and Conditions. Material deviation would include, but is not limited to, a change in the balance of risk between the parties.	fairness in the unlikely event of Ofcom cancelling as scheduled event. Our proposed cancellation terms can be found in the attached file. 22. CANCELLATION REDACTED
---	--

8A: Proposed Design and Content of Training Modules

Our Approach to creating Behaviour Change (Our Rationale)

Steps to Change

REDACTED

Design of the Programme

Principles

REDACTED

Programme Content

REDACTED

Module 1: Managing the Transition to Hybrid Working

REDACTED

The recommended learning outcomes for this module include:

- 1.** An appreciation of the different spectrum of feelings of team members as they return to the office.
- 2.** An understanding of the importance of effectively managing transition, using listening, respect and empathy as key skills.
- 3.** The ability to have sometimes difficult conversations with colleagues around the adoption of the Future Ways of Working programme.

Module Outline:

REDACTED

Module 2: Making Hybrid Working Fair by Design

REDACTED

The recommended learning outcomes for this module include:

- An understanding of the potential consequences of hybrid working for diverse groups of colleagues
- Recognition of potential personal challenges to leading an inclusive organisation
- The ability to demonstrate more effective inclusive leadership

REDACTED

Module Outline:

REDACTED

Module 3: Fostering a Thriving Hybrid Working Environment

REDACTED

The recommended learning outcomes for this module include:

- Identification of the role model behaviours required of them as a senior leadership group and the influence that they have over the organisation.
- An understanding of a range of leadership practices that arise from hybrid working.
- An understanding of the next steps that are required from them as the SLG and Principals in order to embed the hybrid working model effectively.

Module Outline

REDACTED

4. 8B: Proposed Approach to Evaluation

REDACTED

Reaction of Delegates

REDACTED

Learning

REDACTED

Behaviour

REDACTED

Results

REDACTED

5. 8C: Approach to Delivery and Timelines

Approach to Delivery

REDACTED

Working With Steps

REDACTED

Project Plan
REDACTED

6. 8D: Embedding and Sustainability

REDACTED

8E: Delivery Team

Steps Associate Facilitation Team

REDACTED